



**Agenda
City of Cocoa
Regular Meeting**

**March 18, 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: Special Meeting of March 18, 2025.
2. Minutes: Regular Meeting of January 28, 2025.

III. Awards and Presentations:

1. Finance Professionals' Week Proclamation
2. Women's History Month Proclamation

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. Approve a Resolution Amending the FY 2025 Budget, BAF #25-038-A1, A2, & T to Reconcile the Match and Grant Portion of Fiske Blvd. Complete Streetscape Project.

2. Approve a Resolution Amending the Fiscal Year 2025 Budget by way of BAF 25-045-IFT (1-3) to shore up the Inter-Fund Transfers Across all Funds/Departments.
3. Approve a Resolution Amending the FY 2025 Budget, BAF# 25-044-A1&A2, to shore up Assigned Fund Balance Projects (AFBP) 21 and 22.
4. Approve a Resolution Amending the FY 2025 Budget, BAF #25-027-A1-3 and T to Shore Up City Grants and Solid Waste Expenses.
5. Approve BAF-046-PT for the funding of design for the West Central Avenue Watermain Relocation Project. Approve TO #2025-4 in the amount of \$150,232 to McKim and Creed using Continuing Service Agreement Q-23-12-COC-C for the engineering design of West Central Avenue Watermain Relocation Project. The estimated construction cost for this project is \$576,182.50.
6. Approve the date change for the Space Coast Classic Runners 15k and 2 mile race.
7. Approve Aggregation of Lots (Unity of Title) for Oxbow Circle, Lots 7 & 8.
8. Approve the Aggregation of Lots (Unity of Title) for Oxbow Circle, Lot 26 & 27.
9. Request Council to approve the Cocoa Police Department to enter in a MOA with the U.S. Immigration and Customs Enforcement (ICE).
10. Approve BAF#25-043-T for Brightly Software (SBITA) Account Correction, in accordance with Governmental Accounting Standards Board (GASB) requirements. Approve a Resolution Amending the Budget for future GASB 87 Leases and GASB 96 Multi-Year Service-Based Information Technology Arrangements (SBITA), within the City Managers Signing Authority.
11. Request approval for a multi-year agreement between the City of Cocoa and Parrish Medical Center for Occupational Health Services effective March 18, 2025, through March 17, 2028, and authorize the City Manager to execute any renewal terms per agreement.

VI. Public Hearings:

VII. Council Business:

1. Consider the Appointment of Joseph Bachand, Russell Sengel or Keith Wall to Fill One Regular Member Vacancy and One Alternate Member Vacancy on the Planning and Zoning Board.
2. Council Approval to Apply for a Phase 2 - Construction Grant Waterway Assistance Program (WAP) Grant Through the Florida Inland Navigation

District (FIND) for the Construction of a New Docking System and Riprap Revetment to Replace and Protect the Day Slips That Were Destroyed by Hurricanes Ian and Nicole Located at the Cocoa Waterfront. Approve Resolution #2025-XXX. Authorize the City Manager to Execute the Grant Application.

VIII. City Business:

1. Approve the FY 2024-2025 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of \$401,671.98. Approve a Resolution Amending the FY25 Budget, BAF#25-047-A for the current Allocation.
2. Request Council approval to contribute \$1,216.00 for Major Abby Sweetwine sign to be located in the Habitat for Humanity Female Veteran's Village in Diamond Square CRA. Authorize the City Manager to approve the budget adjustment for the amount approved by Council, on the monthly Budget Adjustment Cleanup.
3. Direction regarding fluoridation of the Potable Water System.

IX. Informational Agenda:

1. FY 2025 February Budget Adjustment Report.
2. In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.
3. In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.
4. Informational Only - The City of Cocoa's Open Board Vacancies.
5. Bi-Weekly Report for February 21 - March 13, 2025.

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
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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: 02/14/2025
Agenda Date: 3/18/2025
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the March 18, 2025 Special City Council meeting agenda as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the March 18, 2025 Special City Council meeting agenda as written or with amendments.



**Agenda
City of Cocoa
Regular Meeting**

**March 18, 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: Special Meeting of March 18, 2025. (2025-167).
2. Minutes: Regular Meeting of January 28, 2025. (2025-168).

III. Awards and Presentations:

1. Finance Professionals' Week Proclamation. (2025-178). (Finance Director).
2. Women's History Month Proclamation. (2025-226). (Deputy Mayor Weeks).

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. Approve a Resolution Amending the FY 2025 Budget, BAF 25-038-A&T to Reconcile the Match and Grant Portion of Fiske Blvd. Complete Streetscape Project. (2025-156). (Finance Director).
2. Approve a Resolution Amending the Fiscal Year 2025 Budget by way of BAF 25-045-IFT (1-3) to shore up the Inter-Fund Transfers Across all Funds/Departments. (2025-216). (Finance Director)

3. Approve a Resolution Amending the FY 2025 Budget, BAF# 25-044-A1&A2, to shore up Assigned Fund Balance Projects (AFBP) 21 and 22. (2025-217) (Finance Director).
4. Approve a Resolution Amending the FY 2025 Budget, BAF 25-027-A and T to Shore Up City Grants and Solid Waste Expenses. (2025-220). (Finance Director)
5. Approve BAF-046-PT for the funding of design for the West Central Avenue Watermain Relocation Project. Approve TO #2025-4 in the amount of \$150,232 to McKim and Creed using Continuing Service Agreement Q-23-12-COC-C for the engineering design of West Central Avenue Watermain Relocation Project. The estimated construction cost for this project is \$576,182.50. (2025-221). (Utilities Director)
6. Approve the date change for the Space Coast Classic Runners 15k and 2miler race. (2025-223). (Comm. & Economic Dev. Director)
7. Approve Aggregation of Lots (Unity of Title) for Oxbow Circle, Lots 7 & 8. (2025-229). (Planner)
8. Approve the Aggregation of Lots (Unity of Title) for Oxbow Circle, Lot 26 & 27. (2025-228). (Planner)
9. Request Council to approve the Cocoa Police Department to enter in a MOA with the U.S. Immigration and Customs Enforcement (ICE). (2025-235). (Police Chief)
10. Approve BAF#25-043-T for Brightly Software (SBITA) Account Correction, in accordance with Governmental Accounting Standards Board (GASB) requirements. Approve a Resolution Amending the Budget for future GASS 87 Leases and GASS 96 Multi-Year Service-Based Information Technology Arrangements (SBITA), within the City Managers Signing Authority. (2025-177). (Chief Technology Officer)
11. Request approval for a multi-year agreement between the City of Cocoa and Parrish Medical Center for Occupational Health Services effective March 18, 2025, through March 17, 2028, and authorize the City Manager to execute any renewal terms per agreement. (2025-232). (Administrative Services Director)

VI. Public Hearings:

VII. Council Business:

1. Consider the Appointment of Joseph Bachand, Russell Sengel or Keith Wall to Fill One Regular Member Vacancy and One Alternate Member Vacancy on the Planning and Zoning Board. (2025-152). (Administrative Services Director)
2. Council Approval to Apply for a Phase 2 - Construction Grant Waterway Assistance Program (WAP) Grant Through the Florida Inland Navigation District (FIND) for the Construction of a New Docking System and Riprap Revetment to Replace and Protect the Day Slips That Were Destroyed by Hurricanes Ian and Nicole Located at the Cocoa Waterfront. Approve Resolution #2025-XXX. Authorize the City Manager to Execute the Grant Application. (2025-192). (Public Works Director)

VIII. City Business:

1. Approve the FY 2024-2025 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of \$401,671.98. Approve a Resolution Amending the FY25 Budget, BAF#25-047-A for the current Allocation. (2025-139). (Community Services Director)
2. Request Council approval to contribute \$1,216.00 for Major Abby Sweetwine sign to be located in the Habitat for Humanity Female Veteran's Village in Diamond Square CRA. Authorize the City Manager to approve the budget adjustment for the amount approved by Council, on the monthly Budget Adjustment Cleanup. (2025-224). (Community Services Director)
3. Direction regarding fluoridation of the Potable Water System. (2025-231). (City Manager)

IX. Informational Agenda:

1. FY 2025 February Budget Adjustment Report. (2025-210). (Finance Director)
2. In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (2025-211). (Finance Director)
3. In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (2025-212). (Finance Director)
4. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-227). (Administrative Services Director)
5. Bi-Weekly Report for February 21 - March 13, 2025. (2025-230). (Administrative Services Director)

X. Reports:

XI. Adjournment:

XII. Notice to the Public:

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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: 02/14/2025
Agenda Date: 3/18/2025
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the January 28, 2025 Regular City Council meeting minutes as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the January 28, 2025 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

January 28, 2025

A Regular City Council Meeting was held on Tuesday, January 28, 2025, 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.

Deputy Mayor Weeks provided the invocation, and Councilmember Koss led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

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

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; Jonathan Lamm, Fire Chief; Anthony Marchica, Police Commander; Jack Walsh, Utilities Director; Tammy Gemmati, Administrative Services Director; Robert Beach, Chief Technology Officer; Megan Crutcher, Help Desk Support Tech; and Breanna Earley, Assistant City Clerk.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of January 28, 2025. (2024-274).

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Goins to approve the agenda for the Regular City Council meeting of January 28, 2025 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: (a) Regular Meeting of November 12, 2024. (2024-275).

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Koss to approve the minutes for the Regular City Council meeting of November 12, 2024 with an amendment to correct the vote on the motion that was held on Public Hearing item VI.7.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Minutes: (b) Swearing-In Ceremony of November 20, 2024. (2025-64).

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Koss to approve the minutes for the Swearing-In Ceremony of November 20, 2024 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Informational Annual Investment Report for FY2024. (2025-34). (Finance Director)

Ms. Bowman introduced John Grady, Managing Director for Public Trust Advisors, who provided an economic update and a portfolio strategy review for 2024.

IV. Delegations:

Janyia Smith, N. Fiske Blvd., Cocoa, asked for a crosswalk closer to the park on Fiske Boulevard so the children don't have to walk a block down the street in order to cross the street. She would like to see the crosswalk near Park Drive and N. Fiske Boulevard.

Ted Fore, 1700 Freda Trail, Cocoa, asked for an update on the water station and a temporary water meter on the hydrant out by his property.

V. Consent Agenda:

1. To Approve Task Order 2025-50, City of Cocoa America's Water Infrastructure Act (AWIA) Section 2013 Compliance Support Update, with Jacobs Engineering Group (Jacobs) to Provide Assistance to the City of Cocoa to meet the AWIA Requirements including Project Initiation, Risk and Resiliency Assessment, and Emergency Response Plan Update. (2025-8). (Utilities Director)
 2. Budgetary Correction for Bank of America Lease Financing. (2025-35). (Finance Director)
 3. To provide approval for the City to apply for the Victims of Crime Act (VOCA) Grant Cycle 2025-2026, for salaries, benefits and operating costs for the Victim's Advocate Program, in order to provide victim advocate services to crime victims. (2025-43). (Police Chief)
 4. To provide approval for the City to apply for the Hometown Heroes Grant Giveaway, for K9 equipment and training. (2025-57). (Police Chief)
 5. Approve a Resolution Amending the FY 2025 Budget, BAF 25-007-A, to provide budget for Emergency Disaster related costs for repairs and wages. (2025-58). (Finance Director)
 6. Announcement of Mayor Blake, Councilmember Hearn and Councilmember Goins to Attend the Florida Black Caucus Conference from February 27 - February 28, 2025. (2025-67). (Administrative Services Director)
- * **MOTION by Councilmember Goins; Seconded by Councilmember Koss to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

VII. Council Business:

1. Consider the Reappointment of Brenda Fox to Diamond Square Community Redevelopment Agency through January 2026. (2025-13). (Administrative Services Director)

- * **MOTION by Councilmember Goins; Seconded by Councilmember Hearn to approve the reappointment of Brenda Fox through January 2026.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consider the Donation Application for the Brevard Schools Foundation's Jump Start Program in the amount of \$1,000. (2025-63). (Administrative Services Director)

- * **MOTION by Councilmember Hearn; Seconded by Deputy Mayor Weeks to approve the donation application.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approval from City Council on the Legislative Priorities listing. (2025-76). (City Manager)

City Manager Whitten shared that not much has changed since last year and there are a total of eleven priorities on the list for Council to approve for this year.

- * **MOTION by Councilmember Hearn; Seconded by Mayor Blake to approve the Legislative Priorities Listing for 2025.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. To Approve a Resolution Amending the FY2025 Budget, BAF# 25-029-A to Accept Grant Funding for the Pineda Causeway Phase 2 Water Main Design; Federal \$1,200,000 and State \$135,000. (2024-276). (Utilities Director)

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

Mr. Walsh explained that this project came about during one of the hurricanes in 2018. Discussion was held back then to install a third water line. This is the final continuation of the pipe project that has been going on for the last few years.

Both grants will fund the Pineda Causeway Phase 2 Water Main Design Project, which consists of the design and permitting of a 5-mile long, 16-inch water main extension along Pineda Causeway and State Road A1A, completing a loop around the southeastern end of the water service territory.

Both grants were awarded for a total grant amount of \$1,335,000. On 9/25/24, the Defense agreement was fully executed. On 10/29/24, the Commerce agreement was fully executed.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. Informational Agenda:

1. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (2025-59). (Finance Director)
2. Data showing the relation between the estimated and actual income and expenses to date. (2025-60). (Finance Director)
3. December 2024 (FY25) Budget Adjustment Report. (2025-61). (Finance Director)
4. Bi-weekly Report from January 10 – 23, 2025. (2025-65). (City Manager)
5. Informational Only – The City of Cocoa's Open Board Vacancies. (2025-66). (Administrative Services Director)

X. Reports:

Chief Lamm reminded Council of the Space Coast Fire Chief's Award Ceremony taking place on Friday, January 31st at the Cocoa Civic Center. They will be honoring both Deputy Chief Dara Hennessey and Chief Jonathan Lamm at the ceremony for Chief and Deputy Chief of the Year.

City Attorney Eick shared an update on the Allegra at Cocoa project and the City now owns that property.

Deputy Mayor Weeks shared photos from events she recently attended, including the League of Cities dinner, the Economic Update event and her first ride on the Brightline train.

Councilmember Goins asked for a few updates to be brought back to Council sometime in the near future. The first is about the special needs equipment that was supposed to be installed at some of the city parks. This was discussed during the budget workshops last year.

He also talked about House Bill 1365, and he shared that he has concerns regarding whether the City is in compliance and how we are going to address it. In response, City Manager Whitten elaborated on the issue and explained that the City cannot move forward with any plan without presenting it and having it approved by the Brevard County Commissioners first.

For the time being, Matthew's Hope is working with the Brevard Homeless Coalition to assist with temporary mobile shelters. City Manager Whitten stated that we will have to wait and see how it works out.

Additionally, the Police Department is conducting two walk-throughs per day in Cocoa Village to move the homeless along if they are camping or sleeping. They are issued a warning first and if they do not comply, they are trespassed and then an arrest will follow if they are caught again.

Councilmember Goins asked if the Police Department could add Provost Park to their daily list of areas to walk-through because there has been a camp there for a while and people are hanging their clothes along the fence.

Councilmember Goins thanked Public Works for clearing up some brush that needed to be cut and also for cleaning up the mess that happened at Hilltop Ceremony.

He shared some photos from events he recently attended, including his son's track meet where a new rubber track was installed at Cocoa High School. He, along with the City Manager and Councilmember Koss, attended the ribbon cutting for Cirrus apartments as well. Lastly, he shared that he attended the Martin Luther King Jr. Peace March and it was a great event.

Councilmember Hearn thanked staff for their quick response in addressing issues as they arise and thinks they are doing a great job.

Councilmember Koss provided an update on District 4, including photos from the new Cirrus apartments. She also shared that she attended a meeting regarding the Quail Ridge apartment development.

She talked about the OSTDS Remediation Plan and septic systems in Cocoa. She provided a map of Cocoa and highlighted specific areas, specifically where the septic sewer gravity mains are as well as estimated septic growth.

Mayor Blake shared several photos from events he recently attended, including the 25th Anniversary for Oleander Point, the MLK Peach March, a birthday party, an event that was held by his church, and a conference he attended in St. Augustine.

XI. Adjournment:

- * MOTION by Deputy Mayor Weeks; Seconded by Councilmember Hearn to adjourn the Regular meeting of January 28, 2025.**

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:31 p.m.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: 02/22/2025
Agenda Date: 3/18/2025
Prepared By: Rebecca Bowman, Finance Director
Through: Stockton Whitten, City Manager
Requested Action:

BACKGROUND:

The week of March 17-21, 2025, the FGFOA is sponsoring Government Finance Professionals Week, a weeklong series of activities aimed at recognizing government finance professionals and the vital services that they provide for local government and the community in which they serve. During this week, government finance professionals throughout the state will be recognized and acknowledged for their hard work, dedication and leadership.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? Yes/No

If not budgeted, is amendment / transfer attached?

Source/Use of Funds

<u>Account Number</u>	<u>Amount</u>
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If a P.O. Change Order is involved, please complete the following:

Change Order Amount: \$

Original Purchase Order Amount: \$

For this Agenda Item note Prior Change Order Information:

Total Number of change orders to date:

Total amount in change orders to date: \$

PREVIOUS ACTION:

RECOMMENDED MOTION:



PROCLAMATION

WHEREAS, The Florida Government Finance Officers Association is a professional association founded in 1937 and serves more than 3,300 professionals from state, county and city governments, school districts, colleges and universities, special districts and private firms; and

WHEREAS, the FGFOA is dedicated to being your professional resource by providing opportunities through education, networking, leadership and information; and

WHEREAS, this Government Finance Professionals Week, sponsored by the FGFOA and all its member governmental organizations, is a weeklong series of activities aimed at recognizing government finance professionals and the vital services that they provide to our state and our community; and

WHEREAS, during this week, government finance professionals throughout the State of Florida will be acknowledged for their hard work, dedication and leadership.

NOW, THEREFORE, I, Mayor Michael C. Blake, as Mayor, and on behalf of the City of Cocoa City Council, do hereby proclaim March 17-21, 2025, as Government Finance Professionals Week in the City of Cocoa and extend our appreciation to all government finance professionals throughout the state and here in the City of Cocoa for their hard work.



WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 25th day of February, 2025.

Michael C. Blake
Mayor

ATTEST:

[Signature]
City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: 03/07/2025
Agenda Date: 3/18/2025
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Women's History Month Proclamation

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Women's History Month Proclamation



PROCLAMATION

WHEREAS, the Month of March is "Women's History Month"; and

WHEREAS, the 2025 Women's History Theme is, "Moving Forward Together! Women Educating & Inspiring Generations" This theme celebrates the significant roles women play in leadership, mentorship, and education, and their impact on shaping the future; and

WHEREAS, this timely theme highlights the crucial roles women have played in education, mentorship, and leadership, and their profound influence on shaping the minds and futures of generations; and

WHEREAS, in the City of Cocoa, there are many women who educate, advocate, mentor, and inspire young people to achieve their dreams, break barriers, and make a positive impact in their communities and the world; and

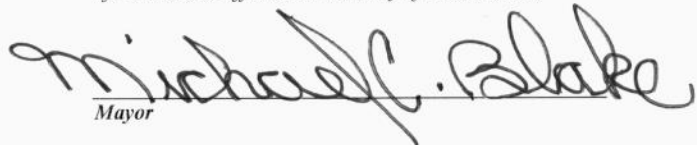
WHEREAS, it is essential to support and recognize the importance of women in education and mentorship, and to continue fostering an environment where future generations can thrive through the guidance and wisdom of women.

NOW, THEREFORE, I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, do hereby proclaim the month of March 2025 as:

"Women's History Month"

and encourage all citizens to take part in this month-long event and to let a Woman that has impacted your life in some way, shape, or form, know of your appreciation and of her value to you and others.

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 13th day of March, 2025.



Mayor

ATTEST:



City Clerk



CITY COUNCIL AGENDA ITEM

Memo Date: 02/14/2025
Agenda Date: 3/18/2025
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Requested Action: Approve a Resolution Amending the FY 2025 Budget, BAF 25-038-A1, A2, & T to Reconcile the Match and Grant Portion of Fiske Blvd. Complete Streetscape Project.

BACKGROUND:

Every year the Finance Department rolls Capital Projects and Purchase Orders from the prior year into the current fiscal year. This year these were at the November 12th and the December 10th meetings on agendas #24-644 and #24-671 respectively. On both of these budgetary rolls there was funding for the Fiske and Broadmoor Complete Streetscape project, a project that is still ongoing.

Once the Finance Department reconciles the prior years' grants at year-end, there is often a need to shore up the grant budgets. BAF 25-038-A1 & A2 along with the tracking sheet gives the appropriate funding to the appropriate accounts for this project.

During the course of the project, the construction company had an overrun of concrete pipe. Meaning the construction company has more piping at the end of the project than needed to use. They are allowing the city to buy the pipe at cost, rather than charge us the restocking fee. With Stormwater having a use/need for the excess pipe, the attached BAF #25-038-T4 and restocking fee price schedule are to allow Stormwater to buy the excess pipe out of the Project and put them in their infrastructure account within the Stormwater Fund, for use in other Repair and Replace projects for the year.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure
Organizational Effectiveness

BUDGETARY IMPACT:

See BAF(3) and Tracking Sheet for Budgetary Detail

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution Amending the FY 2025 Budget, BAF 25-038-A1, A2, & T to Reconcile the Match and Grant Portion of Fiske Blvd. Complete Streetscape Project.

RESOLUTION NO. 2025-014

**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 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, at a Regular City Council meeting assembled on the 18th day of March, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

Tracking Sheet For BAF 25-038-A1

Budgets rolled For GR2108

BAF 25-001A

Account	Amount Rolled	Correction Amount	Note
303-0000-331.90-01	1,772,649	(1,772,649)	Grant Revenue
303-3570-538.63-00**	42,646	(42,646)	Non-Grant
303-3570-538.63-08	62,043	(62,043)	SRMC
303-3570-538.63-73	1,667,960	(1,667,960)	Construction
423-0000-389.99-50	214,165	(214,165)	Fund Bal.
423-3570-538.63-73	214,165	(214,165)	Construction
424-0000-389.99-50	481,427	(481,427)	Fund Bal.
424-4055-538.63-08	13,610	(13,610)	SRMC
424-4055-538.63-73	467,817	(467,817)	Construction
CHECK: rev	2,468,241	exp	2,468,241

BAF 25-001A2

Account	Amount Rolled	Correction Amount	Note
303-0000-331.90-01	-	-	Grant Revenue
303-0000-389.99-50	(152,319)	152,319	Fund Bal.
303-3570-538.63-00**	(24,155)	24,155	Non-Grant
303-3570-538.63-08	-	-	SRMC
303-3570-538.63-73	(128,164)	128,164	Construction
423-0000-389.99-50	(12,947)	12,947	Fund Bal.
423-3570-538.63-73	(12,947)	12,947	Construction
424-0000-389.99-50	(23,146)	23,146	Fund Bal.
424-4055-538.63-08	-	-	SRMC
424-4055-538.63-73	(23,146)	23,146	Construction
CHECK: rev	(188,412)	exp	(188,412)

BAF 25-002-A2

Account	Amount Rolled	Correction Amount	Note
303-0000-331.90-01	333,401	(333,401)	Grant Revenue
303-3570-538.63-00**	324,686	(324,686)	Non-Grant
303-3570-538.63-08	8,715	(8,715)	SRMC
303-3570-538.63-73	-	-	Construction
423-0000-389.99-50	-	-	Fund Bal.
423-3570-538.63-73	-	-	Construction
424-0000-389.99-50	1,785	(1,785)	Fund Bal.
424-4055-538.63-08	1,785	(1,785)	SRMC
424-4055-538.63-73	-	-	Construction
CHECK: rev	335,186	exp	335,186

Totals In BAF	
303-0000-389.99-50	152,319
303-0000-331.90-01	(2,106,050)
423-0000-389.99-50	(201,218)
424-0000-389.99-50	(460,066)
303-0000-331.99-50	343,177
	(2,271,838) Total Revenues
303-3570-538.63-00**	(343,177)
303-3570-538.63-08	(70,758)
303-3570-538.63-73	(1,539,796)
423-3570-538.63-73	(201,218)
424-4055-538.63-08	(15,395)
424-4055-538.63-73	(444,671)
303-3570-538.63-08	343,177
	(2,271,838) Total Expenses

**Non-Grant Portion went into the Grant account on the Roll. budget is still needed for the Non-Grant portion outside The reconciliation of the Grant.

24" RCP	336	\$ 59.15	\$ 19,874.40
---------	-----	----------	--------------

Re-stock fee 25%	\$ 4,968.60
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Transport	\$ 1,500.00
-----------	-------------

CCC (employees and machine toload and unload the material)	\$ 2,500.00
--	-------------

\$ 8,968.60

FY24 Budget

SDC	
303/63-08	424/63-08
226,878	46,469
226,878	46,469
SDC	273,347

FY24 Spending

SDC	
303/63-08	424/63-08
156,120	31,074
156,120	31,074
SDC	187,194

Check:	Construction		
	Fed	Match	Total
Costs	2,905,505		
Fed Reimb	75%	25%	
FY24 Revenue	2,179,128	726,376	2,905,505

	SDC		
	Fed	Match	Total
Costs	187,194		
Fed Reimb	100%	0%	
FY24 Revenue	187,194	-	187,194

Sum = \$397,873

4

Construction			
303-331.90-01	303/63-73	424/63-73	423/63-73
1,937,668	1,937,668	444,671	201,219
86,153	0		
(2,023,821)	1,937,668	444,671	201,219
	(0)	645,890	
	Total Spending	2,583,558	

SDC	
303/63-08	424/63-08
70,758	15,395
70,758	15,395

Check:	Construction		
	Fed	Match	Total
Costs	2,583,558		
Fed Reimb	75%	25%	
FY24 Revenue	1,937,669	645,890	2,583,558

	SDC		
	Fed	Match	Total
Costs	86,153		
Fed Reimb	100%	0%	
FY24 Revenue	86,153	-	86,153



City of Cocoa Budget Adjustment Form FY2025- 038-A1

Select Adjustment Type: Budget Amendment

Requesting Department #: Finance

Date Prepared: 2/14/25

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 152,319	303-0000-389.99-50	FUND BALANCE		\$ 152,319	GR2108
(\$ 2,106,050)	303-0000-331.90-01	OTHER FEDERAL GRANTS / FISKE FEMA 4337-428-R		(\$ 2,106,050)	GR2108
(\$ 201,218)	423-0000-389.99-50	FUND BALANCE		(\$ 201,218)	GR2108
(\$ 460,066)	424-0000-389.99-50	FUND BALANCE		(\$ 460,066)	GR2108
\$ 343,177	303-0000-389.99-50	FUND BALANCE		\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
(\$ 2,271,838) Total					

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
(\$ 343,177)	303-3570-538.63-00	STORMWATER UTILITY / INFRASTRUCTURE		(\$ 343,177)	GR2108
(\$ 70,758)	303-3570-538.63-08	INFRASTRUCTURE / FISKE BLVD CEI		(\$ 70,758)	GR2108
(\$ 1,539,796)	303-3570-538.63-73	INFRASTRUCTURE / FISKE CONSTRUCTION		(\$ 1,539,796)	GR2108
(\$ 201,218)	423-3570-538.63-73	INFRASTRUCTURE / FISKE CONSTRUCTION		(\$ 201,218)	GR2108
(\$ 15,395)	424-4055-536.63-08	INFRASTRUCTURE / FISKE BLVD CEI		(\$ 15,395)	GR2108
(\$ 444,671)	424-4055-536.63-73	INFRASTRUCTURE / FISKE CONSTRUCTION		(\$ 444,671)	
\$ 343,177	303-3570-538.63-00	STORMWATER UTILITY / INFRASTRUCTURE		\$ 343,177	
				\$ 0	
				\$ 0	
(\$ 2,271,838) Total					

Reason/Justification for Adjustment:

This BAF is to undo the roll for the Fiske and Broadmoor project GR2108; BAF 25-001A, 25-001A2, and 25-002A2. See tracking sheet For Amount Breakouts
Agenda# 25-156

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: _____

Resolution #: 2025-014

~*City Council Approval needed for transfers greater than \$75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.

Zoie Badalov

Digitally signed by Zoie Badalov
Date: 2025.02.14 16:58:48 -05'00'

Requestor's Signature

Zoie Badalov

Digitally signed by Zoie Badalov
Date: 2025.02.14 16:59:19 -05'00'

Finance Approval Signature

Finance Director's Signature

Rebecca Bowman

Digitally signed by Rebecca Bowman
Date: 2025.03.14 09:19:36 -04'00'

Department Director's Signature

Lora Howell

Digitally signed by Lora Howell
Date: 2025.03.14 09:28:33 -04'00'

Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____



City of Cocoa Budget Adjustment Form FY2025- 038-A2

Select Adjustment Type: Budget Amendment

Requesting Department #: Finance

Date Prepared: 2/14/25

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 1,937,668	303-0000-331.90-01	OTHER FEDERAL GRANTS (Remaining Construction)		\$ 1,937,668	GR2108
\$ 70,758	303-0000-331.90-01	OTHER FEDERAL GRANTS (SDC Reimbursible)		\$ 70,758	GR2108
\$ 201,219	423-0000-389.99-50	FUND BALANCE (Remaining Construction)		\$ 201,219	GR2108
\$ 444,671	424-0000-389.99-50	FUND BALANCE (Remaining Construction)		\$ 444,671	GR2108
\$ 15,395	424-0000-389.99-50	FUND BALANCE (SDC Reimbursible)		\$ 0	GR2108
\$ 15,395	303-0000-331.90-01	OTHER FEDERAL GRANTS (SDC Reimbursible**)		\$ 15,395	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 2,685,106 Total					

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 1,937,668	303-3570-538.63-73	INFRASTRUCTURE / FISKE CONSTRUCTION		\$ 1,937,668	GR2108
\$ 70,758	303-3570-538.63-08	INFRASTRUCTURE / FISKE BLVD CEI		\$ 70,758	GR2108
\$ 201,219	423-3570-538.63-73	INFRASTRUCTURE / FISKE CONSTRUCTION		\$ 201,219	GR2108
\$ 444,671	424-4055-536.63-00	INFRASTRUCTURE / FISKE CONSTRUCTION		\$ 444,671	GR2108
\$ 15,395	424-4055-536.63-08	INFRASTRUCTURE / FISKE BLVD CEI		\$ 15,395	GR2108
\$ 15,395	303-3570-538.63-08	INFRASTRUCTURE / FISKE BLVD CEI**		\$ 15,395	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 2,685,106 Total					

Reason/Justification for Adjustment:

To put budget in place for the remaining amount of the grant to be spent now following the reconciliation of accounts from finance. (see FY24 Budget_Revenue Reconciliation in the Fiske grants folder).

**Grant will have a final budget to actual reconciliation once the project is complete.

Agenda# 25-156

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: _____

Resolution #: 2025-014

~*City Council Approval needed for transfers greater than \$75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.02.14 17:04:13 -05'00'
Requestor's Signature

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.02.14 17:04:51 -05'00'
Finance Approval Signature

Finance Director's Signature

Rebecca Bowman
Digitally signed by Rebecca Bowman
Date: 2025.03.14 09:22:31 -04'00'
Department Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.03.14 09:01:46 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____

Page 32 of 474

CITY COUNCIL AGENDA ITEM

Memo Date: 03/04/2025
Agenda Date: 3/18/2025
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Lora Howell, Deputy Finance Director
Rebecca Bowman, Finance Director
Requested Action: Approve a Resolution Amending the Fiscal Year 2025 Budget by way of BAF 25-045-IFT (1-3) to shore up the Inter-Fund Transfers Across all Funds/Departments.

BACKGROUND:

During mid-year reconciliation, it was identified that the attached Inter-fund Transfers (1-3), for Revenue (activity 381) and Expense (activity 581) accounts, need to be shored up for various projects that cross multiple funds. BAF 25-045-IFT (1-3) is to correct the budget for these inter-fund transfer accounts.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is amendment / transfer attached? Yes

See Detailed Tracking Sheets

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a Resolution Amending the Fiscal Year 2025 Budget by way of BAF 25-045-IFT (1-3) to shore up the Inter-Fund Transfers Across all Funds/Departments.

RESOLUTION NO. 2025-015

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 Regular 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, at a Regular City Council meeting assembled on the 18th day of March 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

BAF 25-045-IFT Tracking Sheet

Lines Highlighted in yellow are the estimated offsetting accounts to balance the interfund lines

ACCOUNT	DESCRIPTION	BUDGET NEEDED	ACTUAL	Notes
Interest Is being transferred out of ARPA (SLFRF) fund into General fund BAF 25-045-IFT1				
130-0000-361.10-00	INTEREST & OTHER EARNINGS	13,934		
130-1600-581.91-01	TRF FROM ARPA (130)	13,934	13,933.81	GRP#2295,1411,77
001-0000-381.99-50	TO GENERAL FUND (001)	13,934	13,933.81	GRP#2295,1411,77
001-0000-381.91-14	FUND BAL-APPROP. RESERVES	(13,934)		
US bank Restricted Cash transfers going to 424 for the Lakes Cocoa Grove & Winward project. BAF 25-045-IFT2				
425-0000-389.99-50	FUND BAL-APPROP. RESERVES	374,000	-	
425-4010-581.91-24	TRANSFER TO R & R (424)	374,000	374,000.00	GRP#1960,691,439,157
424-0000-381.91-25	TRF FROM W/S REST (425)	374,000	374,000.00	GRP#1960,691,439,157
424-0000-389.99-50	FUND BAL-APPROP. RESERVES	(374,000)	-	
Correct Budget to align with the actual debt Schedules. BAF 25-045-IFT3				
425-0000-381.91-42	W/S IMPACT FEE (422)	(9,355)	2,387,250.00	Correlated expenses are Budgeted correct
425-0000-381.91-21	TRF FROM W/S FUND (421)	9,355	6,270,745.85	Correlated expenses are Budgeted correct
422-0000-324.02-01	WATER - FLAT FEE	(8,535)		
422-0000-324.02-11	SEWER - FLAT FEE	(820)		
422-4010-581.91-25	TO RESTRCTD ASSET (425)	(9,355)	2,387,250.00	Correlated expenses are Budgeted correct
421-0000-389.99-50	FUND BAL-APPROP. RESERVES	9,355		
421-4010-581.91-25	TO RESTRCTD ASSET (425)	9,355	6,270,745.85	Correlated expenses are Budgeted correct



City of Cocoa Budget Adjustment Form FY2025- 045-IFT

Select Adjustment Type: **Interfund Transfer**

Requesting Department #: Finance

Date Prepared: 3/6/25

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 13,934	130-0000-361.10-00	INTEREST & OTHER EARNINGS		\$ 13,934	
\$ 13,934	001-0000-381.91-14	TRF FROM ARPA (130)		\$ 13,934	
(\$ 13,934)	001-0000-381-99-50	FUND BAL-APPROP. RESERVES		(\$ 13,934)	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 13,934 Total					

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 13,934	130-1600-581.91-01	TO GENERAL FUND (001)		\$ 13,934	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 13,934 Total					

Reason/Justification for Adjustment:

To give budget for the interest that was transfered from the ARPA (SLFRF) Fund into the general fund. Interest earned does not need to be spent in the ARPA fund per the rgulations for ARPA.

Agenda# 25-216

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: _____

Resolution #: **2025-015**

~*City Council Approval needed for transfers greater than \$75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.03.07 15:04:14 -05'00'
Requestor's Signature

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.03.07 15:04:30 -05'00'
Finance Approval Signature

Finance Director's Signature

Rebecca Bowman
Digitally signed by Rebecca Bowman
Date: 2025.03.12 16:01:22 -04'00'
Department Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.03.12 16:34:01 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____



City of Cocoa Budget Adjustment Form FY2025- 045-IFT2

Select Adjustment Type: Interfund Transfer

Requesting Department #: Finance

Date Prepared: 3/6/25

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 374,000	425-0000-389.99-50	FUND BAL-APPROP. RESERVES		\$ 374,000	
\$ 374,000	424-0000-381.91-25	TRF FROM W/S REST (425)		\$ 374,000	
(\$ 374,000)	424-0000-389.99-50	FUND BAL-APPROP. RESERVES		(\$ 374,000)	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 374,000 Total					

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 374,000	425-4010-581.91-24	TRANSFER TO R & R (424)		\$ 374,000	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 374,000 Total					

Reason/Justification for Adjustment:

To budget for the transfers of cash from the Restricted asset fund (425) to the Renewal and Replacement fund (424) for the Lakes at Cocoa Groves and Winward developments on Osage/Angelica & Cidco/Friday Rd. Restricted investments in off-site improvements for impact fees were used to fund the system expansion for these projects for water and sewer lines. Cash was transferred as investments matured. Agenda# 25-216

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: _____

Resolution #: 2025-015

~*City Council Approval needed for transfers greater than \$75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.03.07 15:04:50 -05'00'
Requestor's Signature

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.03.07 15:05:04 -05'00'
Finance Approval Signature

Finance Director's Signature

Rebecca Bowman
Digitally signed by Rebecca Bowman
Date: 2025.03.12 16:16:15 -04'00'
Department Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.03.12 16:35:43 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____



City of Cocoa Budget Adjustment Form FY2025- 045-IFT3

Select Adjustment Type: Interfund Transfer

Requesting Department #: Finance

Date Prepared: 3/6/25

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
(\$ 9,355)	425-0000-381.91-42	W/S IMPACT FEE (422)		(\$ 9,355)	
\$ 9,355	425-0000-381.91-21	TRF FROM W/S FUND (421)		\$ 9,355	
\$ 9,355	421-0000-389.99-50	FUND BAL-APPROP. RESERVES		\$ 9,355	
(\$ 8,535)	422-0000-324.02-01	WATER - FLAT FEE		(\$ 8,535)	
(\$ 820)	422-0000-324.02-11	SEWER - FLAT FEE		(\$ 820)	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 0 Total					

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 9,355	421-4010-581.91-25	TO RESTRCTD ASSET (425)		\$ 9,355	
(\$ 9,355)	422-4010-581.91-25	TO RESTRCTD ASSET (425)		(\$ 9,355)	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 0 Total					

Reason/Justification for Adjustment:

To re-balance the interfund transfer from the Water sewer impact fee fund (422) to pay for FY25 debt service in the Restricted Assets (425) fund and the balance of debt service for FY25 in the utility find from the Water sewer Fund (421) to the Restricted Asset fund (425) . An error was made in the original calculation of the transfer from the 422 fund, which made the transfer from the 421 change.

Agenda# 25-216

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: _____

Resolution #: 2025-015

~*City Council Approval needed for transfers greater than \$75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.03.07 15:05:23 -05'00'
Requestor's Signature

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.03.07 15:05:37 -05'00'
Finance Approval Signature

Finance Director's Signature

Rebecca Bowman
Digitally signed by Rebecca Bowman
Date: 2025.03.12 16:25:40 -04'00'
Department Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.03.12 16:36:34 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____

CITY COUNCIL AGENDA ITEM

Memo Date: 03/04/2025
Agenda Date: 3/18/2025
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Lora Howell, Deputy Finance Director
Rebecca Bowman, Finance Director
Requested Action: Approve a Resolution Amending the FY 2025 Budget, BAF 25-044-A1&A2, to shore up Assigned Fund Balance Projects (AFBP) 21 and 22.

BACKGROUND:

There are two budgetary adjustments that happen at the beginning of every fiscal year. One is to move the money for any current and open purchase orders from the previous fiscal year into the current fiscal year. The other is to move the budget for ongoing projects from the previous fiscal year and bring them into the current year. This year, those adjustments were BAF #25-001 and BAF #25-002 on agenda numbers 24-644 and 24-671 respectively. These adjustments were the estimated amounts for the two Assigned Fund Balance monies from fiscal years 2021 and 2022 (AFBP21 and AFBP22). Since the approval of BAF #25-001 and BAF #25-002, Accounting has had time to reconcile the assigned fund balance numbers with actual costs to be rolled forward, and actual project amounts that needed to be in contingency as of 2/28/2025. BAF #25-044-A1 and -A2 are to correct the budget that was put in place to balance to the amounts included in the assigned fund balance in the ACFR.

PRIORITY AREA CONNECTION:

Organizational Effectiveness
Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

See the two attached BAFs for account details.

PREVIOUS ACTION:

Approved BAF 25-001-A and BAF 25-002-A1 moving the funds from FY 2024 into Contingency for FY 2025.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY 2025 Budget, BAF 25-044-A1&A2, to shore up Assigned Fund Balance Projects (AFBP) 21 and 22.

RESOLUTION NO. 2025-016

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 Regular 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, at a Regular City Council meeting assembled on the 18th day of March 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

Page 42 of 474

Page 43 of 474

CITY COUNCIL AGENDA ITEM

Memo Date: 03/05/2025
Agenda Date: 3/18/2025
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Lora Howell, Deputy Finance Director
Rebecca Bowman, Finance Director
Requested Action: Approve a Resolution Amending the FY 2025 Budget, BAF #25-027-A1-3 and T to clean up City Grants and Solid Waste Expenses.

BACKGROUND:

Grants require lengthy reconciliation. Any grant revenue received within 60 days of the end of the fiscal year is recorded in the prior fiscal year, after which the grants can go through final reconciliation for the previous fiscal year. Due to the complexity of grant reporting, budget for grants is not typically rolled over until a later date than the rest of the budget rollovers. Some of the grant budget was rolled over in FY 2025 included the purchase order rollover that was incorrect.. BAF #25-027-A is to provide the correct FY 2025 budgets. This includes the SHIP Grant, HOME Grant, and the Harry T. Moore Historic Restoration Grant. In addition to these grants, the Solid Waste expense associated with the Brevard County non-ad valorem assessment was over budgeted and staff would like to reduce the budget. This adjustment will allow the Budget Team to compare the FY25 Budget with FY26 Budget requests, to be more in alignment with the Departments' budget needs.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Source/Use of Funds

See the Attached BAF's(4) with the detailed transactions.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a Resolution Amending the FY 2025 Budget, BAF #25-027-A1-3 and T to clean up City Grants and Solid Waste Expenses.

RESOLUTION NO. 2025-017

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 Regular 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, at a Regular City Council meeting assembled on the 18th day of March 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



City of Cocoa Budget Adjustment Form FY2025- 047-A1

Select Adjustment Type: Budget Transfer

Requesting Department #: Finance

Date Prepared: 3/5/25

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 228,460	105-0000-389.99-10	CASH CARRY FORWARD (FY24 Budget to Roll)		\$ 228,460	
\$ 1,658	105-0000-389.99-10	CASH CARRY FORWARD (FY24 CR - 1510 N Kentucky)		\$ 1,658	
\$ 7,203	105-0000-389.99-10	CASH CARRY FORWARD (FY24 Interest)		\$ 7,203	
\$ 3,634	105-0000-389.99-10	CASH CARRY FORWARD (FY23 Interest)		\$ 3,634	
\$ 68,881	105-0000-389.99-10	CASH CARRY FORWARD (FY23 Remaining Budget)		\$ 68,881	
\$ 101	105-0000-389.99-10	CASH CARRY FORWARD (FY24 HHRP)		\$ 101	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 309,937 Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 228,460	105-3240-554.83-00	HOUSING & URBAN DEVELOP. / OTHER GRANTS & AIDS		\$ 228,460	
\$ 1,658	105-3240-554.83-00	HOUSING & URBAN DEVELOP. / OTHER GRANTS & AIDS		\$ 1,658	
\$ 7,203	105-3240-554.83-00	HOUSING & URBAN DEVELOP. / OTHER GRANTS & AIDS		\$ 7,203	
\$ 3,634	105-3240-554.83-00	HOUSING & URBAN DEVELOP. / OTHER GRANTS & AIDS		\$ 3,634	
\$ 68,881	105-3240-554.83-00	HOUSING & URBAN DEVELOP. / OTHER GRANTS & AIDS		\$ 68,881	
\$ 101	105-3240-554.83-00	HOUSING & URBAN DEVELOP. / OTHER GRANTS & AIDS		\$ 101	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 309,937 Total					

Reason/Justification for Adjustment:

This BAF is to provide the carryforward budget in FY2025 for various grant/fiscal years' balances for SHIP. (See email from Rebecca Bowman, Finance Director dated 2/27/25 for the reconciliation of these amounts).

Agenda# 25-220

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: _____

Resolution #: 2025-017

~*City Council Approval needed for transfers greater than \$75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.03.10 14:13:59 -04'00'
Requestor's Signature

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.03.10 14:14:18 -04'00'
Finance Approval Signature

Finance Director's Signature

Rebecca Bowman
Digitally signed by Rebecca Bowman
Date: 2025.03.13 16:32:26 -04'00'
Department Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.03.12 14:08:17 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____



City of Cocoa Budget Adjustment Form FY2025- 047-A2

Select Adjustment Type: Budget Amendment

Requesting Department #: Finance

Date Prepared: 3/5/25

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
(\$ 53,880)	104-0000-389.99-50	FUND BAL-APPROP. RESERVES (Undo YE Roll)		(\$ 53,880)	GR23HM
\$ 1,707	104-0000-389.99-10	BALANCE FORWARD / CARRY FORWARD (Admin)		\$ 1,707	
\$ 24,154	104-0000-389.99-10	BALANCE FORWARD / CARRY FORWARD (CHDO)		\$ 24,154	
\$ 154,800	104-0000-389.99-10	BALANCE FORWARD / CARRY FORWARD (1st Time HB)		\$ 154,800	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 126,781 Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
(\$ 53,880)	104-3240-554.83-23	DOWN PAYMENT ASSISTANCE (Undo YE Roll)		(\$ 53,880)	
\$ 1,707	104-3240-554.12-00	HOUSING & URB DEV. / SALARIES & WAGES (FY24&Prior)		\$ 1,707	
\$ 11,407	104-3240-554.83-22	COMMUNITY HOUSING DEV ORG (FY24)		\$ 11,407	
\$ 12,747	104-3240-554.83-22	COMMUNITY HOUSING DEV ORG (FY23&Prior)		\$ 12,747	
\$ 154,800	104-3240-554.83-23	DOWN PAYMENT ASSISTANCE (FY23&Prior Unspent)		\$ 154,800	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 126,781 Total					

Reason/Justification for Adjustment:

This BAF is to budget the HOME grant carryforward for the FY25 Fiscal Year and undo what was rolled on the encumbrance roll BAF 25-001.

Agenda# 25-220

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: _____

Resolution #: 2025-017

~*City Council Approval needed for transfers greater than \$75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.03.13 12:03:16 -04'00'
Requestor's Signature

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.03.13 12:03:42 -04'00'
Finance Approval Signature

Finance Director's Signature

Rebecca Bowman
Digitally signed by Rebecca Bowman
Date: 2025.03.13 16:40:23 -04'00'
Department Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.03.13 15:42:25 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____



City of Cocoa Budget Adjustment Form FY2025- 047-A4

Select Adjustment Type: Budget Amendment

Requesting Department #: Finance

Date Prepared: 3/5/25

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
(\$ 134,764)	001-0000-334.70-11	CULTR./REC./HTMOORE RESTOR-GR23HM(Undo YE Roll)		(\$ 134,764)	GR23HM
\$ 65,280	001-0000-334.70-11	CULTR./REC./HTMOORE RESTOR-GR23HM(Grant)		\$ 65,280	GR23HM
\$ 2,102	001-0000-334.70-11	CULTR./REC./HTMOORE RESTOR-GR23HM(Grant)		\$ 2,102	GR23HM
\$ 65,280	001-0000-389.99-50	FUND BAL-APPROP. RESERVES(Match)		\$ 65,280	GR23HM
\$ 2,102	001-0000-389.99-50	FUND BAL-APPROP. RESERVES(Match)		\$ 2,102	GR23HM
(\$ 8,150)	001-0000-334.70-11	CULTR./REC./HTMOORE RESTOR-GR23HM(Retainage)		(\$ 8,150)	GR23HM
(\$ 8,150)	001-0000-389.99-50	FUND BAL-APPROP. RESERVES(Retainage)		(\$ 8,150)	GR23HM
\$ 5,830	001-0000-334.70-11	CULTR./REC./HTMOORE RESTOR-GR23HM(Grant)		\$ 5,830	GR23HM
\$ 5,830	001-0000-389.99-50	FUND BAL-APPROP. RESERVES(Match)		\$ 5,830	GR23HM
(\$ 4,640) Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
(\$ 4,204)	001-3200-515.31-16	PROF.SVCS./HTMOORE RESTOR (Undo YE Roll)		(\$ 4,204)	GR23HM
(\$ 130,560)	001-3200-515.46-04	REP.&MAIN./HTMOORE RESTOR (Undo YE Roll)		(\$ 130,560)	GR23HM
\$ 4,204	001-3200-515.31-16	PROF.SVCS./HTMOORE RESTOR (Roll PO#80938)		\$ 4,204	GR23HM
\$ 130,560	001-3200-515.46-04	REP.&MAIN./HTMOORE RESTOR (Roll PO#82428)		\$ 130,560	GR23HM
(\$ 16,300)	001-3200-515.46-04	REP.&MAIN./HTMOORE RESTOR (Retainage)		(\$ 16,300)	GR23HM
\$ 11,660	001-3200-515.46-04	REP.&MAIN./HTMOORE RESTOR (Unencumbered Roll)		\$ 11,660	GR23HM
				\$ 0	
				\$ 0	
				\$ 0	
(\$ 4,640) Total					

Reason/Justification for Adjustment:

Accounting reconciles all the grant accounts for the prior fiscal year, this BAF is to bring the Harry T. Moore grant into balance for the FY25 Fiscal Year Agenda# 25-220

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: _____

Resolution #: 2025-017

~*City Council Approval needed for transfers greater than \$75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.03.10 14:05:36 -04'00'
Requestor's Signature

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.03.10 14:12:47 -04'00'
Finance Approval Signature

Finance Director's Signature

Rebecca Bowman
Digitally signed by Rebecca Bowman
Date: 2025.03.13 16:54:48 -04'00'
Department Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.03.12 14:10:28 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____

Page 49 of 474

CITY COUNCIL AGENDA ITEM

Memo Date: 03/05/2025
Agenda Date: 3/18/2025
Prepared By: Joshua Frary
Through: John Walsh, Utilities Director
Requested Action: Approve BAF-046-PT for the funding of design for the West Central Avenue Watermain Relocation Project. Approve TO #2025-4 in the amount of \$150,232 to McKim and Creed using Continuing Service Agreement Q-23-12-COC-C for the engineering design of West Central Avenue Watermain Relocation Project. The estimated construction cost for this project is \$576,182.50.

BACKGROUND:

Brevard County (County) is currently in the process of designing the replacement of the West Central Avenue Bridge, adjacent to North Banana River Drive. This bridge is aging and experiencing deterioration of the structure and supporting walls. The City of Cocoa has a 6-inch water main aerial crossing that is attached to the existing bridge which will have to be relocated to accommodate the County's proposed bridge replacement project. The City of Cocoa is proposing to install the new replacement water main via subaqueous directional drilling under the canal, which will eliminate the conflict with the bridge replacement project, increase the reliability of the water main pipe, and reduce vulnerability during future storm events.

The scope of work of this task order includes the design, bidding, permitting, geo technical engineering, surveying, and environmental services for the above-described work.

The City will be utilizing an existing Continuing Services Agreement, Q-23-12-COC-C, with McKim and Creed. The design services in the amount of \$150,232 will be performed under task order 2025-04. The estimated construction cost for this project is \$576,182.50.

Staff recommends approval of this project.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Partially

If not budgeted, is amendment / transfer attached? Yes

Source/Use of Funds

Account Number 424-4055-536.63-00
Amount (\$150,232.00) WS1201

Account Number 424-4055-536.63-00
Amount (\$150,232.00) WS25WC

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve BAF-046-PT for the funding of design for the West Central Avenue Watermain Relocation Project. Approve TO #2025-4 in the amount of \$150,232 to McKim and Creed using Continuing Service Agreement Q-23-12-COC-C for the engineering design of West Central Avenue Watermain Relocation Project. The estimated construction cost for this project is \$576,182.50.

CITY COUNCIL AGENDA ITEM

Memo Date: February 12, 2025
Agenda Date: March 18, 2025
Prepared By: Josh Frary, P.E., Utility Engineer III
Through: John A. Walsh, P.E., Utilities Director
Requested Action:

To Approve Task Order 2025-4 with Mckim & Creed, Inc., for Engineering Design Services for the West Central Avenue - Watermain Replacement

BACKGROUND:

Brevard County (County) is currently in the process of designing the replacement of the West Central Avenue Bridge, adjacent to North Banana River Drive. This bridge is aging and experiencing deterioration of the structure and supporting walls. The City of Cocoa has a 6-inch water main aerial crossing that is attached to the existing bridge which will have to be relocated to accommodate County's proposed bridge replacement project. The City of Cocoa is proposing to install the new replacement water main via subaqueous directional drilling under the canal, which will eliminate the conflict with the bridge replacement project, increase the reliability of the water main pipe, and reduce vulnerability during future storm events.

The scope of work under requested Task Order 2025-4 with Mckim & Creed, Inc., consists of engineering design services for the relocation of approximately 150 linear feet of 6-inch water main. The scope includes engineering design, permitting, environmental services, geotechnical engineering services, surveying services and bidding services.

Staff recommends approval of this agenda item in order to complete the required water main relocation project.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	\$150,282.00
Account Number	424-4055-536.63-00, WS1201
Account Name	Infrastructure
Source of Funds:	Capital

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve Task Order 2025-4 with McKim & Creed, Inc., for Engineering Design Services for the West Central Avenue Watermain Replacement ; To Approve as a Multi-Year Contract from FY2025 through FY2026.

Brian Dale

From: Joshua Frary
Sent: Monday, March 3, 2025 11:56 AM
To: Charles Hill
Cc: Carole Thomas; John "Jack" Walsh; Kimberley Ross
Subject: Mckim & Creed - Subconsultants

Charles,

I have reviewed the submitted proposals for Mckim & Creed's subconsultants and do not see any concerns or issues. Please consider this email written authorization and consent to utilization of the proposed subconsultants, Atlantic Drafting & Surveying, Inc.; Ardaman & Associates, Inc.; and Carter Environmental Services, Inc.

I've cc'd the utility director, Jack Walsh in this email.

Thank you,



Josh Frary, P.E.
Utilities Associate Engineer III

351 Shearer Boulevard • Cocoa, FL 32922

O: (321) 433-8669 ✉ jfrary@cocoafl.org 🌐 www.ChooseCocoa.org

M: (321) 479-3507

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

SCOPE OF SERVICES
CITY OF COCOA
WATER MAIN CROSSING
WEST CENTRAL AVENUE – COUNTY BRIDGE 704024
ENGINEERING SERVICES FOR DESIGN, PERMITTING AND BIDDING

FEBRUARY 2025

I. PROJECT OVERVIEW

The City of Cocoa, (CITY), is requesting engineering services for a subaqueous horizontal directional drill (HDD) design of a new water main. Brevard County is planning to replace Bridge 704024 and has informed the City it will be required to move its existing water main from the bridge structure. The new water main is to be located beneath the Banana River Canal along West Central Avenue in the Merritt Island area.

The existing water main is a 6 inch diameter AC pipe as reported by the City.

II. BASIC SERVICES

This Scope of Services has been developed to address the anticipated project requirements. Task items not specifically identified in this Scope are not included. If, during the Work Assignment, it is determined that additional work or assistance is necessary to complete this project, those items will be included in a Supplemental Agreement before proceeding with the work.

In preparing this Scope of Work and engineering service fee, the CONSULTANT makes the following assumptions:

- The CITY shall provide available record drawings and GIS data of the existing water main and service connections along West Central Avenue. on either side of the Banana River Canal Bridge 704024 for a minimum distance of 800 feet.
- Consistent with the professional standard of care and unless specifically provided herein, the CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

III. SCOPE OF WORK

The CONSULTANT shall provide the SCOPE OF SERVICES as further outlined below:

Task 1: Project Management & Kick-Off Meeting

1.1 Status Reports, Coordination, Administration and Data Collection

CONSULTANT shall apply managerial functions for the entire length of the project, to include review of billing invoices, generate monthly status reports, addressing questions during the billing

process, project set-up, hard and electronic filing systems, and any other project management activities. CONSULTANT shall coordinate and obtain any data from the CITY that would be beneficial to the completion of the project. The CONSULTANT will conduct one (1) internal kick-off meeting and convene internal project meetings as needed throughout the project.

1.2 Project Kick-Off Meeting

CONSULTANT shall conduct one (1) project kick-off meeting with the project team and CITY staff to review project goals, scope of work, project schedule, project communications and administrative issues. CONSULTANT shall prepare the meeting agenda and a detailed schedule for the meeting.

At that meeting, additional requests for project information such as as-built drawings will be submitted to the CITY. Following the meeting, the CONSULTANT shall prepare written minutes of the meeting and distribute same to all attendees.

1.3 Progress Review Meetings

The CONSULTANT shall conduct three (3) progress review meetings with the CITY to review data requests, project schedule, outstanding items, progress of work and other project issues.

Task 2: Preliminary Design Phase Services

2.1 On-Site Evaluation

CONSULTANT shall conduct an on-site evaluation of the proposed water main alignment for consideration of the Horizontal Directional Drill (HDD) layout requirements, pipe staging and construction constraint issues. This work shall be coordinated with the CITY to gain access to sites that may be sensitive to visitation. It is assumed all work will be within existing County or City Rights of Way.

2.2 Utility Coordination

CONSULTANT shall execute a design ticket with Sunshine State One to determine the existing utility owners within the rights-of-way of the impacted streets where construction will take place. Conceptual drawings will be submitted to utility owners identified on the design ticket for markup of existing facilities, which shall be transferred to the design drawings upon receipt.

2.3 Topographic Survey

The CONSULTANT will perform as part of their contract a topographic survey of the water main alignment (including sounding the Banana River Canal crossing) for approximately 500 feet each side of the center of the existing bridge for a total length of 1,000 feet.

The survey will be conducted to meet the requirements of Florida Department of Environmental Protection (FDEP) Application for an Environmental Resource Permit.

2.4 Sketch & Legal Description

The CONSULTANT shall provide sketch and legal descriptions of private property if needed for easements to conduct the work and/or locate the new utilities. For estimating purposes, each utility relocation (from the bridge) will assume 6 easements to be acquired by the City of Cocoa for the work to be performed. If more easements are required, a supplemental agreement will be executed for the additional easements necessary. The CONSULTANT will only be reimbursed for the actual Sketch and Legals required. The City of Cocoa will be responsible for obtaining individual easements from private property owners.

2.5 Sovereign Submerged Land Easement Survey and Description

The canals to be crossed by the HDD are all man-made as shown on recorded plats and were dedicated to the public use by each plat. Per Florida Statutes they are not considered sovereign land and are not subject to sovereign land requirements and will not require a submerged land lease. They are the same as a dedicated road.

2.6 Environmental Services

The CONSULTANT shall prepare a general permit application package for the Florida Department of Environmental Protection (FDEP) and correspondence with the United States Army Corps of Engineers (USACE).

Based on the Navigable Waters Protection Rule that became effective June 22, 2020, the proposed project impacts will occur in non-jurisdictional wetlands. Therefore, CONSULTANT will prepare an approved jurisdictional determination and correspondence requesting written “no permit required” concurrence from USACE.

2.7 Geotechnical Services

The CONSULTANT shall utilize the services of Ardaman & Associates, Inc. and their existing Subsurface Exploration and Geotechnical Engineering Evaluation information provided to Brevard County dated May 4, 2023. This report contained information from two (2) standard penetration test (SPT) borings on either side of the bridge to a depth of approximately 105 feet below the street pavement. These borings include soil characterization/classification, blow counts, salinity, groundwater, soil weight, coefficient of earth pressure (active pressure, passive pressure) and soil friction angle. Additional soils investigations will be conducted and a report of two (2) standard penetration test (SPT) borings approximately 500 feet either side of the bridge to a depth of 50 feet each.

2.8 Subsurface Utility Exploration

The CONSULTANT shall employ the services of a Subsurface Utility Exploration (SUE) firm to perform pot holing activities for the purpose of locating existing utilities in the vicinity of the HDD entry and exit pits.

Task 3: Design Phase Services

- 3.1 CONSULTANT shall develop 60%, 90% and 100% design drawings. The design will include plan and profile drawings of the proposed water main and associated subaqueous river crossing. Construction details and special requirements of HDD design including pipe vertical and horizontal curve data, coordination with other utilities, maintenance of traffic (MOT) requirements, and road restoration. All work improvements will be conducted within the road right of way. However, it may be necessary to obtain temporary and/or permanent easements for the project. The design level for the landside elements will be 100% construction document level. The design level for the HDD design components will be of a general format to allow for performance design specifications to be developed within the plans for contractor adherence. The combined set of construction documents will be used to obtain the proper permits for construction.
- 3.2 CONSULTANT shall prepare 60%, 90% and 100% technical specifications and bidding documents utilizing the CITY standard Front-End documents.
- 3.3 CONSULTANT shall provide a 60%, 90% and 100% Opinion of Probable Construction Cost.
- 3.4 CONSULTANT shall conduct an internal Quality Assurance/Quality Control (QA/QC) review of the 60%, 90% and 100% design drawings, specifications, and Opinion of Probable Construction Cost. This activity will be performed by a senior level engineer not directly involved with the project, in accordance with the CONSULTANT'S QA/QC procedures.
- 3.5 CONSULTANT shall prepare the 60%, 90% and 100% design packages and submit them to the CITY for review and comment. The submittal will include one (1) electronic PDF copy of the set of Drawings, Technical Specifications, and Engineer's Opinion of Probable Construction Cost. It is assumed that the CITY will conduct their review within a two (2) week period and a meeting will be held at the end of the CITY'S review.
- 3.6 CONSULTANT shall prepare an agenda for the 60%, 90% and 100% Design Review Meetings and meet with CITY staff to review comments on the submittal packages. CITY comments will be incorporated into the electronic copy of the design package. CONSULTANT shall prepare written minutes of the project meeting and distribute them to the attendees.
- 3.7 Upon acceptance of the 100% submittal, CONSULTANT will prepare the Issue for Bid (IFB) documents to the City of Cocoa.

Task 4: Permitting Phase

- 4.1 CONSULTANT shall submit the 60% design documents on behalf of the CITY to the Florida Department of Health (FDOH) for the "Application for a Specific Permit to Construct PWS Components" [FDOH Form 62-555.900(1)] with supporting documentation for approval.
- 4.2 The CONSULTANT shall prepare applications and submit 60% Documents on behalf of the CITY for a Standard General Environmental Resource Permit (ERP) to FDEP and United States Army Corps of Engineers (USACE). It is anticipated that the subaqueous crossing will qualify for an exemption from the FDEP under Section 403.813 F.S. However, a USACE permit will be required.

- 4.3 It is anticipated that a County ROW Permit will be required for work within the right-of-way. The CONSULTANT shall submit the 60% Documents on behalf of the CITY to the County along with the executed permit application for review and approval. All fees for the County ROW permit will be paid by the CITY.
- 4.4 This Scope of Services phase includes CONSULTANT addressing and responding to Request for Information (RFI) responses from each permitting agency. As noted above, one (1) RFI response is included in this Scope. Should extensive RFI's be received that are not a result of inadequate design issues or inadequate response to previous RFI's, the CONSULTANT may request additional compensation.

Fees for permitting: Costs to acquire (pay) all necessary permits will be allocated from the Allowance established in the attached Fee Matrix.

Task 5: Bidding Phase

- 5.1 CONSULTANT shall prepare and forward the IFB Drawings, Project Manual and Opinion of Probable Construction Cost electronically to the CITY for posting on their website.
- 5.2 The CONSULTANT shall attend a pre-bid meeting to discuss the project with prospective Contractors and answer questions they may have about the project.
- 5.3 CONSULTANT shall assist with and distribute any necessary clarifications or addenda during the bidding phase.
- 5.4 CONSULTANT shall review and evaluate the bids for the project and prepare/submit a Bid Tabulation to the CITY.
- 5.5 CONSULTANT shall provide a Letter of Recommendation to the CITY for award of the Contract.

IV. PROJECT SCHEDULE

Engineering design of the "WEST CENTRAL AVENUE – COUNTY BRIDGE 704024 Water Main Crossing" shall be completed according to the following schedule:

- a. 60% -5 months from Notice to Proceed (includes survey and subsurface utility exploration)
- b. 90% - 9 months from Notice to Proceed.
- c. 100% - 11 months from Notice to Proceed.

V. LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of the profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. McKim & Creed, Inc., makes no guarantee or warranty, express, or implied, regarding the services, communication (oral or written), report, opinion, or instrument or service provided.

VI. FEES AND BILLING

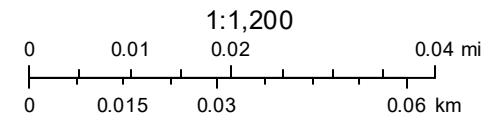
The proposed not-to-exceed fee has been calculated utilizing rates as approved in the continuing contract between CONSULTANT and the CITY. Expenses for sub-consultants, printing, travel, telephone, and all other related changes have been estimated and included in the not-to-exceed fee. CONSULTANT shall invoice the CITY based on actual time and expenses and the total amount invoiced to the CITY shall not exceed \$ 150,282. A Fee Matrix showing the estimated hours and the rates are attached for your review.

Disclaimer

The Brevard County Infrastructure depicted here has not been verified. All locates must be field verified. In addition, any errors in the Property Appraiser Maps may be reflected in the locations of these facilities. For information concerning the above infrastructure please contact the Brevard County Utility Services Department.



- | | | |
|---|---|--|
|  Sewer Backups |  Force Main Node (County) |  Force Main Valve (County) - AR |
|  Lift Station (County) | Force Main Valve (County) |  Force Main Break (County) |
|  Manhole (County) |  Force Main Valve (County) - Other |  Force Main (County) |



Atlantic Drafting & Surveying, Inc.
1362 N. US Hwy 1, Suite 304
Ormond Beach, Florida 32174
Phone: 386-264-8490

Topographic Route Survey
W Central Avenue
Approximately 500' North & 500 South of Bridge 704024
Meritt Island, Brevard County, Florida

March 1, 2025

PROFESSIONAL SERVICES PROPOSAL

Proposal #2024-066-024

Mr. Charles Hill, P.E.
McKim and Creed, Inc.
139 Executive Circle, Suite 201
Daytona Beach, FL 32114
386.274.2828
chill@mckimcreed.com

RE: W Central Avenue (approximately 500' north & 500' south of Bridge 704024)
Topographic Route Survey

Dear Mr. Hill:

Atlantic Drafting & Surveying, Inc. is pleased to provide this proposal for professional services at the above referenced site.

Please refer to the "SCOPE OF SERVICES" and the "COMPENSATION AND METHOD OF COMPENSATION" to be provided and Attachments "A", "B" and "C" for SUPPLEMENTAL INFORMATION to this proposal.

We look forward to working with you and appreciate the opportunity to provide the requested services. If you have any questions about our proposal please feel free to call.

Sincerely,

Atlantic Drafting & Surveying, Inc.



Joseph "Jay" Wooldridge, PSM
Vice President

Enclosures: Attachments A, B and C

P:\AD&S Estimates\2024-066-024

March 1, 2025

PROFESSIONAL SERVICES PROPOSAL

Proposal #2024-066-024

"SCOPE OF SERVICES"

I. Scope of Service

The standard services provided by Atlantic Drafting & Surveying, Inc. are as follows:

1. Prepare a topographic route survey of an approximately 1,000 linear foot portion of North Banana River Drive in Meritt Island, Florida approximately 500 feet north and 500 feet south of the center of Bridge 704024 as outlined on Attachment "C".
2. Prepare one Sketch and Description for each area, with a maximum of six (6) sketches and descriptions, areas to be determined, that may need a temporary or permanent easement.

Services to be provided by Underdog Utility Detection, LLC are as follows:

1. Approximately 1,000 linear feet of Level B utility locating and marking by Underdog Utility Detection, LLC, 3819 Victoria Drive, West Palm Beach, FL 33406, following the route as outlined on Attachment "C". No utility locates will be performed in any vegetated or wooded areas or areas under water.

II. Assumptions

1. Horizontal datum will be referenced to the Florida State Plane East Zone Coordinate System, North American Datum 1983(2011).
2. Vertical control and elevations will be referenced to the North American Vertical Datum of 1988 (NAVD88).
3. If property monumentation is recovered along the right-of-way it will be shown on the face of the survey; however, this will not constitute a boundary survey and should not be relied upon as such.
4. Planimetric information shown on the survey will include site improvements such as: buildings, sheds, fences, concrete pads, driveways, parking areas, ditches and sidewalks.
5. Surface and aerial utilities will be shown on the survey if they are apparent with corresponding rim, lid or grate elevations. Invert and top of operating nut elevations will be determined if structures are accessible.
6. Topographic information shown on the survey will be collected at approximately fifty (50) foot intervals and limited to the right-of-way on each side of the area outlined on Attachment "C".
7. Collect soundings in the existing canal at approximately twenty-five (25) foot intervals, approximately fifty (50) feet east and west of the centerline of the existing bridge.
8. No survey data will be collected within any covered or enclosed structure.
9. A minimum of two (2) semi-permanent horizontal and vertical control points will be set on or near the site for future development purposes.

March 1, 2025

PROFESSIONAL SERVICES PROPOSAL

Proposal #2024-066-024

10. Preparing a TIN/3D existing topographic surface is included with this scope of service.
11. Scaled FEMA NFIP flood zone information will be shown upon the survey.
12. The survey will be certified to Brevard County and McKim & Creed, Inc.
13. An additional fee for copies beyond those specified in item III. Deliverables will be charged in accordance with Atlantic Drafting & Surveying, Inc.'s standard rates.
14. Any work requested that is not explicitly included in item I. Scope of Service or item II. Assumptions can be performed at Atlantic Drafting & Surveying, Inc.'s standard hourly rates only upon the Client's written approval.
15. All survey maps or documents prepared as part of this scope of service will be maintained in an active file by Atlantic Drafting & Surveying, Inc. for a period of one year. Thereafter, a fee may be charged to recover any archived information.
16. Surveying services and deliverables will be prepared per Florida Statutes Section 472.027 and in compliance with the Standards of Practice outlined in Chapter 5J-17 Florida Administrative Code.
17. Atlantic Drafting & Surveying, Inc. will schedule the field services outlined in item I. Scope of Service once the signed agreement and retainer, if required, are received.

III. Deliverables

1. Two (2) signed and sealed topographic survey maps on 24 inch by 36 inch media will be provided.
2. One (1) signed and sealed pdf file for each Sketch and Description.
3. One (1) electronic AutoCAD (.dwg) file and one (1) Adobe (.pdf) file will be provided.

IV. Schedule

1. Atlantic Drafting & Surveying, Inc. anticipates scheduling the services specified in item I. Scope of Service within five (5) calendar weeks from the receipt of the signed client authorization, and approximately eight (8) calendar weeks to the completion of the topographic route survey.
- ~~2. The above anticipated scheduling times are subject to change if this proposal has not been authorized within fifteen (15) calendar days from the date hereon.~~

Atlantic Drafting & Surveying, Inc.
1362 N. US Hwy 1, Suite 304
Ormond Beach, Florida 32174
Phone: 386-264-8490

Topographic Route Survey
W Central Avenue
Approximately 500' North & 500 South of Bridge 704024
Meritt Island, Brevard County, Florida

March 1, 2025

PROFESSIONAL SERVICES PROPOSAL

Proposal #2024-066-024

"COMPENSATION AND METHOD OF COMPENSATION"

Fee:

The Client agrees to compensate the Consultant for the professional services called for under the "SCOPE OF SERVICES" of this Agreement for the Fee as specified below. Any retainer indicated must be returned with the signed Client Authorization prior to the project beginning. The balance of the Fee (less the retainer) must be remitted prior to the release of the specified deliverables.

Professional Services	
Topographic Route Survey Preparation	\$15,215.00
Sketch and Description Preparation for six (6) Sketches and Descriptions	\$7,104.00
Underdog LLC Underground Utility Locates (2 Mobilizations)	\$4,500.00
Project Retainer (0%)	(\$0.00)
TOTAL LUMP SUM FEE (INCLUDING RETAINER)	\$26,819.00

Note: The fees and scheduling times outlined in this proposal are subject to change if this proposal is not authorized within forty-five (45) calendar days from the date hereon.

"CLIENT AUTHORIZATION"

I warrant and represent that I am an authorized representative of the property owner and I am authorized to enter into this contract for professional services and I hereby authorize the performance of the above-mentioned service and agree to pay the charges resulting there from as identified above. I have read, understand, and agree to the Atlantic Drafting & Surveying, Inc. General Conditions (01-2025), including limitation of liability, printed and attached hereto.

Accepted this _____ day of _____, 2024

Signature

Printed Name & Title

Representing (Name of Firm)

Atlantic Drafting & Surveying, Inc.
General Conditions (01/2024)
Attachment "A"

Billing and Payment. Invoices will be submitted by Atlantic Drafting & Surveying, Inc. (the "Service Provider") to the Client monthly for services performed and expenses incurred pursuant to this Agreement. Payment of each such invoice will be due upon receipt and considered past due if not paid within thirty (30) days of the date of the invoice. Any retainers shall be credited on the final invoice.

a) Interest. A service charge will be added to delinquent accounts at 18 percent per annum (1.5 percent per month).

b) Suspension of Services. If the Client fails to make any payment due the Service Provider for services and expenses within thirty (30) days of the invoice date on the project(s) covered by this agreement or any other project(s) being performed by Service Provider for Client, the Service Provider may suspend services under this Agreement until it has been paid in full for all past due amounts owed by Client for services and expenses. The Service Provider shall have no liability whatsoever to the Client for any costs or damages occurring as a result of such suspension caused by any such breach of this Agreement by Client.

c) Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Service Provider shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Service Provider in connection therewith and, in addition, the reasonable value of the Service Provider's time and expenses spent in connection with such collection action, computed at the Service Provider's prevailing fee schedule and expense policies.

d) Termination Of Services. The failure of the Client to make payment to the Service Provider in accordance with the payment terms set forth herein, shall constitute a material breach of this Agreement and shall entitle the Service Provider, at its option, to terminate the Agreement. Any material breach of this Agreement by the Client shall, at the Service Provider's option and in its sole discretion, constitute a breach of and default under any and/or all other agreements between the Client and Service Provider.

Confidentiality. The Service Provider agrees to keep confidential and not to disclose to any person or entity, other than the Service Provider's employees, sub-consultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by the Service Provider or furnished to the Service Provider and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Service Provider from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Service Provider to defend itself from any suit or claim.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by the Service Provider pertaining to this project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Service Provider.

Consequential Damages. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by the Client or the Service Provider, their employees, agents, sub-consultants or subcontractors. Consequential damages include, but are not limited to, loss of use and lost profit.

Non-Contingency. The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Service Provider pursuant to this Agreement is not subject to any contingency unless the same is expressly set forth in this Agreement. Payments to the Service Provider shall not be withheld, postponed or made contingent on the financing, construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Service Provider's compensation for any reason.

Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Service Provider shall provide a final statement of charges due and will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Service Provider as a result of such termination. In the event the Service Provider's compensation under this Agreement is a fixed fee, upon such termination the amount payable to the Service Provider for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of the work done, as reasonably determined by the Service Provider, to the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.

Liability. The Service Provider is protected by Workmen's Compensation Insurance (and/or employer's liability insurance), professional liability insurance, and by public liability insurance for bodily injury and property damage and will furnish certificates of insurance upon request. The Service Provider agrees to compensate the Client for loss, damage, injury or liability arising directly and exclusively from the negligent acts or omissions of the Service Provider, its employees, agent, subcontractors and their employees and agents but only to the extent that the same is actually covered and paid under the foregoing policies of insurance. If the Client requires increased insurance coverage, the Service Provider will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense.

Limitation of Liability. In performing its professional services hereunder, the Service Provider will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the Service Provider's undertaking herein or its

Atlantic Drafting & Surveying, Inc.
General Conditions (01/2024)
Attachment "A"

performance of services hereunder.

THE CLIENT UNDERSTANDS AND AGREES THAT THE SERVICE PROVIDER HAS NOT MADE AND IS NOT MAKING ANY PROMISE, WARRANTY OR REPRESENTATION EXCEPT THE WARRANTIES EXPRESSLY MADE HEREIN, AND THE SERVICE PROVIDER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR

ANY OTHER IMPLIED WARRANTIES. It is agreed that, in accordance with and subject to the provisions of the foregoing paragraph (Liability) and this paragraph, any claim for damages, cost of defense, or expenses which the Client or any third party may assert against the Service Provider due to any and all design defects, errors, omissions, and professional negligence shall be limited to \$30,000 or the amount of Service Provider's fee for this project, whichever is greater. Under no circumstances shall the Service Provider be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor or material men to install work in accordance with the plans and specifications. The limitation of liability to \$30,000 or the amount of Service Provider's fee for this project is a specifically bargained-for provision of this agreement, reflected in Service Provider's fee. The Service Provider shall not be liable for errors in judgment or for any loss or damage, which occurs for any reason beyond the control of the Service Provider. No action may be instituted hereunder more than one year after the cause of action accrued or should have been discovered by reasonable diligence. The provisions of this paragraph and the previous paragraph (Liability) shall survive the termination of this Agreement.

Limitation of Liability for Construction Staking. It is agreed that in accordance with and subject to the provisions of the foregoing paragraphs (Liability), (Limitation of Liability) and this paragraph, any claim for damages, cost of defense, or expenses which the Client or any third party may assert against the Service Provider on account of or related to construction staking shall be limited to \$XX,XXX.XX, which amount shall be less than \$30,000 or the amount of Service Provider's fee, whichever is greater. The limitation of liability for construction staking is a specifically bargained-for provision of this agreement, reflected in Service Provider's fee.

_____ N/A _____

Client initials

Opportunity to Cure. In the event that an error is discovered during project construction, prior to contract termination or any claim for damages being made, the dissatisfied party must provide the party at fault reasonable notice of alleged deficiencies in performance and the breaching party shall have 10 business days to cure any alleged defect in performance.

Expenses of Litigation. In the event litigation in any way related to the services performed hereunder is initiated against the Service Provider by the Client, its contractors, or subcontractors, and such litigation concludes with the entry of a final judgment favorable to the Service Provider, the Client shall reimburse the Service Provider for all of its reasonable attorneys' fees and other expenses related to said litigation. Such expenses shall include, but shall not be limited to, the cost, determined at the

Service Provider's normal hourly billing rates, of the time devoted to the defense of such litigation by the Service Provider's employees.

Controlling Law. This Agreement is to be governed by the law of the State of Florida. The parties agree that any suit or action related to this Agreement shall be instituted and prosecuted in the courts of the County of Flagler, State of Florida, and each party waives any right or defense relating to such jurisdiction or venue.

Binding Effect. This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and permitted assigns.

Merger; Amendment. This Agreement constitutes the entire agreement between the Service Provider and the Client with respect to its subject matter, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Service Provider and the Client.

Ownership Of Instruments Of Service. All reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by the Service Provider as instruments of service shall remain the property of the Service Provider. The Service Provider shall retain all common law, statutory and other reserved rights, including the copyright thereto.

Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to fees that are due or fees that may be due) without the prior written consent of the other party.

Archiving of Project Documentation. Service Provider shall maintain copies of printed project documentation for a period of three years from substantial completion of Service Provider's services. Service Provider shall maintain copies of all electronic media related to the project for a period of one year from substantial completion of Service Provider's services. Requests for reproduction of project documentation after these periods have expired will be considered additional services and will be invoiced at the Service Provider's prevailing hourly rates at the time of the request, plus expenses.

Electronic Files. Because data stored on electronic media can deteriorate undetected or be modified without the Service Provider's knowledge, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of any electronic media delivered to the Client after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, Client will release, indemnify and save harmless the Service Provider from any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files or output generated from them. The Service Provider agrees that it is responsible only for the printed and sealed drawings and documents, and if there is a conflict between these printed documents and the electronic media, the sealed documents

Atlantic Drafting & Surveying, Inc.
General Conditions (01/2024)
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will govern. Service Provider makes no warranties, express or implied, under this agreement or otherwise, in connection with the Service Provider's delivery of electronic files.

Certifications, Guarantees and Warranties. The Service Provider shall not be required to sign any documents, no matter by whom they may be requested, that would result in the Service Provider's having to certify, guarantee or warrant the existence of conditions which the Service Provider cannot ascertain. The Client also agrees that it has no right to make the resolution of any dispute with the Service Provider or the payment of any amounts due to the Service Provider in any way contingent upon the Service Provider's signing any such certification.

Corporate Protection. It is intended by the parties to this Agreement that the Service Provider's services in connection with the project shall not subject the Service Provider's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Service Provider, a Florida corporation, and not against any of the Service Provider's employees, shareholders, officers or directors.

Extension Of Protection. The Client agrees to extend any and all liability limitations and indemnifications provided by the Client to the Service Provider to those individuals and entities the Service Provider retains for performance of the services under this Agreement, including but not limited to the Service Provider's officers and employees and their heirs and assigns, as well as the Service Provider's sub-consultants and their officers, employees, heirs and assigns.

Job-Site Safety. Neither the professional activities of the Service Provider, nor the presence of the Service Provider or its employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Service Provider and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job-site safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, the Service Provider and the Service Provider's consultants shall be indemnified and shall be made an additional insured under the General Contractor's general liability insurance policy.

Scope of Services. Services not set forth as Basic Services or Additional Services and listed in this Agreement are excluded from the scope of the Service Provider's services and the Service Provider assumes no responsibility to perform such services.

Severability And Survival. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Service Provider shall survive the completion of the services hereunder and the termination of this Agreement.

Standard Of Care. Services provided by the Service Provider under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area.

Suspension Of Services. If the project is suspended for more than thirty (30) calendar days in the aggregate, the Service Provider shall be compensated for services performed and charges incurred prior to such suspension and, upon resumption of services, the Service Provider shall be entitled to an equitable adjustment in fees to accommodate the resulting de-mobilization and re-mobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Service Provider may, at its option, terminate this Agreement upon giving notice in writing to the Client.

Unauthorized Changes To Documents. In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications, construction documents or electronic media, and these changes are not approved in writing by the Service Provider, the Client recognizes that such changes and the results thereof are not the responsibility of the Service Provider. Therefore, the Client releases the Service Provider from any liability arising from the construction, use or result of such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Service Provider harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes.

Compensation for Additional Services. The undertaking of the Service Provider to perform professional services under this Agreement extends only to those services specifically described herein. If upon the request of the Client, the Service Provider agrees to perform additional services hereunder, the Client and the Service Provider shall negotiate and agree upon an additional fee to be paid to the Service Provider for completion of the agreed upon Additional Services. The Service Provider will be under no obligation to begin or complete requested Additional Services until the additional fee has been negotiated and agreed upon in writing by the Client and the Service Provider.

Hourly Billing Rates. All services to be billed on an hourly basis under this agreement will be billed using the Service Provider's prevailing billing rate schedule at the time services are provided. If a specific rate schedule is to be used for this Agreement, it shall expire no later than one year from the date of this Agreement and will be replaced with the prevailing rate schedule in effect at that time.

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General Conditions (01/2024)
Attachment "A"

Priority Over Form Agreements. The parties agree that the provisions of this Agreement shall control and govern over any Work Orders, Purchase Orders or other documents, which the Client may issue to Service Provider in regard to the project(s) which is (are) the subject of this Agreement. The Client may issue such documents to Service Provider for its convenience for accounting or other purposes, but any such Orders will not alter the terms of this Agreement, regardless of any contrary language appearing therein.

Indemnity. The Client shall and hereby agrees to indemnify and hold harmless the Service Provider from and against all losses, costs, damages, expenses and liability of whatever nature, including but not limited to reasonable attorney's fees, litigation and court costs, expert witness fees and expenses, amounts paid in settlement, amounts paid to discharge judgments, penalties, punitive damages, and interest, directly or indirectly resulting from, arising out of or related to one or more Claims, as hereinafter defined. The word "Claims" as used herein shall mean all claims (whether valid or not), lawsuits, causes of action, liens, investigations, administrative proceedings, and other legal actions and proceedings of whatsoever nature that directly or indirectly result from, arise out of or relate to this Agreement, the project which is the subject of this Agreement, and/or any other matter or transaction contemplated hereunder, including without limitation, any failure by the Client to adhere to or comply with any drawing, design, plans, specifications, recommendation or advice given or furnished by the Service Provider to the Client; provided however, that the foregoing shall not apply to any claim resulting primarily from the negligence of the Service Provider.

Paragraph Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Third Parties. Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity other than the parties to this Agreement and their respective successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any of its provisions.

Default. The Client shall be in default under this Agreement if (i) it fails to pay in full any invoice from the Service Provider on the due date or fails to make any other payment due to the Service Provider under this Agreement, (ii) it fails to observe or perform any other term, condition or covenant under this Agreement, (iii) it breaches any warranty or representation made under this Agreement, (iv) it dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspended, (v) any voluntary or involuntary bankruptcy, reorganization, insolvency, receivership, or other similar proceeding is commenced by or against the Client, or (vi) it becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.

Reliance on Data Provided by Others. Service Provider shall be entitled to reasonably rely on the accuracy of information provided to it by Client or any of Client's other consultants or sub-consultants. Service Provider shall not be responsible to extensively

review the information provided to ensure the accuracy thereof. Client agrees to not hold Service Provider responsible for errors or omissions in Service Provider's work that are directly attributable to errors or incorrect data provided to Service Provider by Client or Client's other consultants. Client further acknowledges that any redesign or corrective efforts required by Service Provider resulting from incorrect information provided by Client or Client's other consultants will be paid for by the Client as additional services.

Service Provider Retaining Consultants. In the event that Service Provider is required by Client to retain other Consultants to perform necessary services related to the project, the Client agrees to defend, indemnify and hold the Service Provider harmless from and against all claims, losses, liabilities and damages arising out of the performance of services by such Consultants. In the event that Client suffers any financial loss or expense resulting from or alleged to result from the performance or the failed performance of any Consultant retained by Service Provider, the Client agrees to pursue recovery of and assert any claims based upon its losses, expenses and/or damages solely and directly against those Consultants. The Client agrees to waive any claims, losses, liabilities or damages against Service Provider arising out of the performance of such Consultants. In consideration of such indemnity and waiver, the Service Provider agrees to assign its rights and/or claims against those Consultants pursuant to the Consultants' agreements with the Service Provider to the Owner.

Credit and Financial Obligations. Prior to commencement of the work, Service Provider may require that Client provide reasonable credit information and other documentation to confirm that the Client has made financial arrangements to fulfill the Client's payment obligations under this Agreement. Service Provider may also require such information at any time during the performance of Service Provider's services should the Client fail to make payments per this Agreement, a change in the scope materially changes the contract sum, or Service Provider identifies in writing a reasonable concern regarding the Client's ability to make payment when payment is due. The Client may be required to furnish this information prior to further commencement or continuation of services by Service Provider and Service Provider shall not be responsible for the cost of any delay occurring as a result of such a request.

Markup on Expenses. Unless specified otherwise in our proposal, all sub consultant costs and other project related costs incurred by Service Provider will be billed with a 15% and 10% markup, respectively. Company vehicle mileage and internal reproduction costs will be billed at the Service Provider's prevailing rate for those items. Personal vehicle mileage costs incurred on the project by employees of Service Provider will be billed at the prevailing IRS mileage rate in effect at the time of travel.

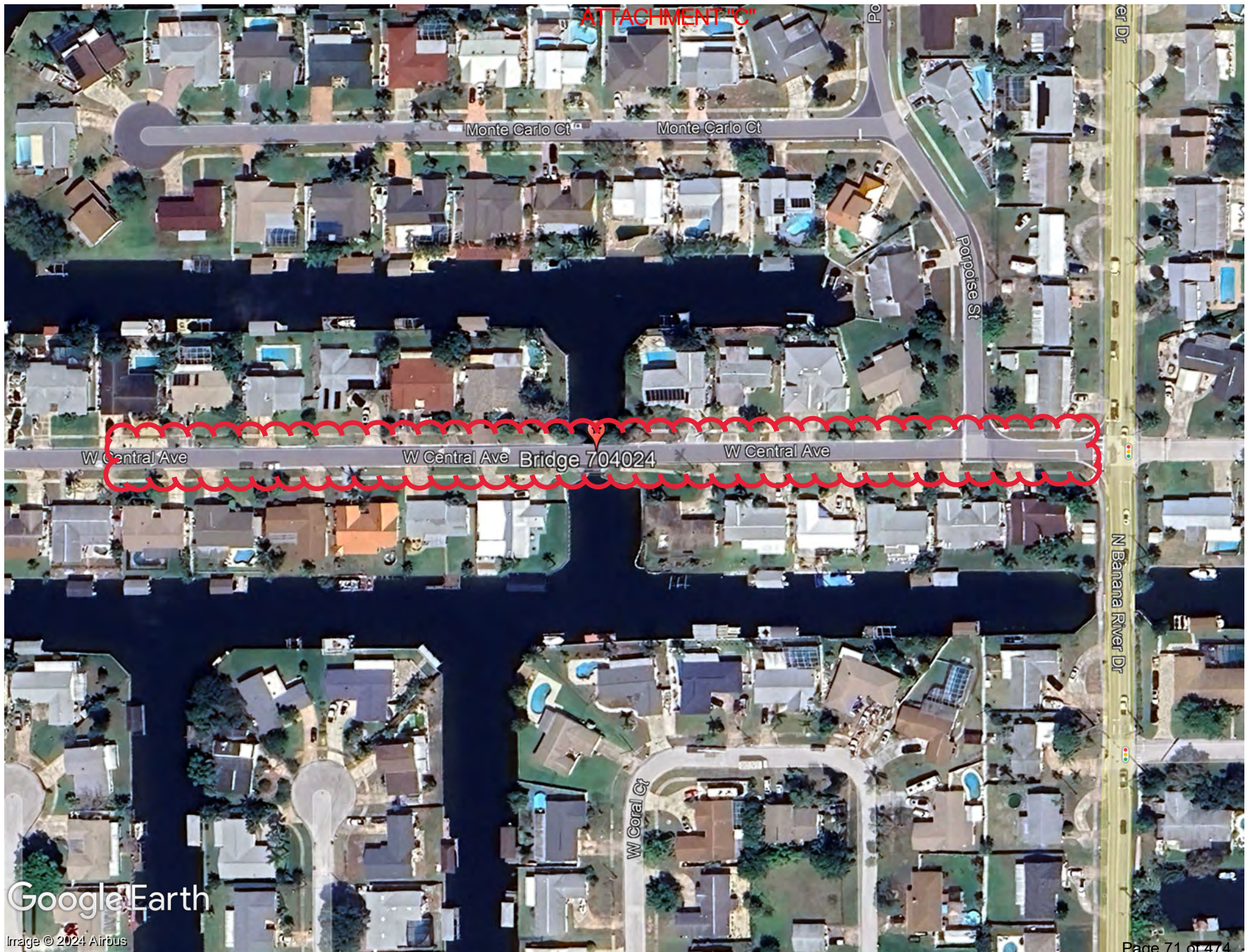
Attachment "B"

Atlantic Drafting & Surveying, Inc.

2025 Schedule of Hourly Rates and Administrative Charges

Employee Classification	(Hourly Rate)
Principal	\$205.00
Professional Surveyor	\$220.00
Project Manager	\$185.00
Senior Survey CAD Technician.....	\$95.00
Survey CAD Technician.....	\$90.00
Field Survey Party (One-Person Crew).....	\$135.00
Field Survey Party (Two- Person Crew)	\$160.00
Field Survey Party (Three-Person Crew).....	\$185.00
Administrative Assistant	\$65.00
Expert Witness (Excludes Reimbursable Expenses)	\$325.00
Sedan Mileage (Non Survey Vehicle).....	per current IRS allowance
Survey Vehicle Mileage.....	\$1.85 (per mile)
Black and White copies (8.5x11 and 11x17)	\$3.00 each
Color copies (8.5x11 and 11x17)	\$5.00 each
Additional Copies of Signed/Sealed Surveys (Bond)	\$38.50 per sheet
Additional Copies of Signed/Sealed Surveys (Mylar)	\$125.50 per sheet
Postage (USPS, UPS and FedEx)	at Cost
Tolls and Parking	at Cost
Materials (hubs, lath, concrete monuments, iron monuments, etc.).....	at Cost

Rates are Valid January 1, 2025 through December 31, 2025





42 Masters Drive, St. Augustine, FL 32084
Tel: 904.540.1786
www.carterenv.com

September 2, 2024

BY EMAIL:

chill@mckimcreed.com

Charles Hill
McKim Creed

Subject: McKim Cocoa **Bridge 704024** – 5.24508
Environmental Consulting Proposal

Dear Charles,

Per your request, Carter Environmental Services, Inc., (CES) is pleased to provide you with this proposal for environmental consulting services relative to the proposed water main replacement project in Brevard County for **Bridge 704024 -West Central Avenue over Banana River Canal**. The below Scope of Work tasks will assist you with permitting assistance with the Florida Department of Environmental Protection (DEP) and related tasks. Costs for these services are detailed in the below Budget.

1.0 SCOPE OF WORK

1.1 TASK 1 – DEP GENERAL PERMIT APPLICATION

CES will prepare a general permit application package for submittal to the DEP. Including the necessary maps and application documents.

A boundary survey and site plan is required to complete the application package.

**This fee does not include the required DEP application fee.*

1.2 TASK 2 – DEP SITE VISIT

CES will review the existing wetland delineation with the Florida Department of Environmental Protection (DEP). CES will coordinate with the project surveyor to make any changes requested by DEP during the review.

1.3 TASK 3 – REQUEST FOR ADDITIONAL INFORMATION

CES will prepare responses to one RAI from DEP.

Usually, representatives from DEP request additional information related to the project which is not included in the application. The information requested is difficult to predict at this time and is largely dependent upon the level of scrutiny that the agency personnel and others offering comments feel is appropriate for the project. DEP commonly issues one RAI with questions related to both environmental



and engineering issues. If future RAI's are issued CES will provide you with a fee to complete their portion of the response.

1.4 TASK 4 – ACOE NO PERMIT REQUIRED

Based on the Navigable Waters Protection Rule that became effective June 22, 2020, CES believes that the proposed wetland impacts will occur in non-jurisdictional wetlands. Therefore, CES will prepare an approved jurisdictional determination and correspondence requesting written “no permit required” concurrence from ACOE.

2.0 PROJECT SCHEDULE

We are prepared to begin working/scheduling all tasks within 20 business days upon receipt of this executed proposal.

3.0 BUDGET AND PAYMENT TERMS

It is CES's opinion that the scope of work represents an appropriate level of effort for the project goals at this point in time. CES proposes to perform our outlined services on a Not to Exceed basis (by Task) as indicated in the table below. Invoices for each task will be billed monthly on a percent complete basis. Our proposed scope of work is based on information available to CES at this time. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the cost estimate may require modification at the agreement of both parties.

By instructing us to proceed with the scope of work proposed, whether performed by us or our subcontractors, you agree to be responsible for payment of all invoices within 30 days of issuance. Past due invoices will accrue interest at the rate of 18% per annum and you agree to pay all attorney's fees and costs incurred for collections.

TASK	DESCRIPTION	Estimated PRICE	FEE BASIS
1	DEP General Permit Application	\$ 2,000	NTE
2	DEP Site Visit	\$ 1,000	NTE
3	DEP RAI	\$ 1,500	NTE
4	ACOE No Permit Required	\$ 1,000	NTE
	ESTIMATED TOTAL	\$ 5,500	NTE

Note: NTE = Not to Exceed

Thank you for the opportunity to provide you with this proposal for environmental permitting services. CES is excited about the potential opportunity to begin work for you, and to demonstrate our commitment to client satisfaction. If you require any additional information, or if we may be of further service to you, please contact our office (904) 540-1786.

CES is prepared to start working on this project within 20 business days upon receipt of an executed copy of this proposal.



Sincerely,

A handwritten signature in black ink that reads "Ryan A. Carter". The signature is written in a cursive style with a large, sweeping initial "R".

Ryan A. Carter, PWS
Vice President

By signature below, it is hereby agreed and understood that the listed attachments are incorporated by reference.

Approved By (authorized agent): _____

Print Name: _____

Date: _____



Carter Environmental Services, Inc.
2024 Rate Schedule

<u>Job Description</u>	<u>\$/Hour</u>
Principal	195
Project Manager	155
Senior Scientist	125
Draftsperson/GIS	125
Senior Project Scientist	115
Project Scientist	90
Environmental Technician	70
Office Manager	70
Materials Cost	Cost + 18 %

Notes:

1. Hourly rates include direct labor, computer costs, overhead, general, and other costs. Out-of-pocket expenses such as surveying, laboratory analysis, sampling, testing, etc. will be billed at actual cost plus 18%.
2. Travel out of the area (plane, hotel, and automobile, etc.) are subject to an 15% mark-up. Local travel and routine document reproduction are included in the above rate structure.
3. Out of town travel will require a per diem cost of \$45/day plus lodging expenses.
4. Payment is due within 30 days. Invoices aged in excess of 30 days are subject to a 1½ % markup per month levy.
5. Rates are subject to change annually.



August 13, 2024
Proposal File No. 2423-141

McKim & Creed
139 Executive Circle, Suite 201
Daytona Beach, FL 32114-7102

Attention: Mr. Charles Hill, PE

Subject: Proposal for Subsurface Exploration and
Geotechnical Engineering Evaluation
Water Main Replacement Project
Brevard County Bridge No. 704024
Merritt Island, Florida

Dear Mr. Hill:

As requested, we are pleased to present this proposal for conducting a subsurface exploration and geotechnical engineering evaluation for the subject project. Based on our review of information provided by the client, existing water main pipelines at the above referenced bridge structure will need to be relocated due to future replacement of the bridge. The new water main pipelines at the project site will be installed using directional drill procedures. The installation depths of the new pipelines are not anticipated to exceed 60 feet below existing grade at the bridge structure.

The scope of our work will include collecting soil stratigraphy data at the directional drill location and providing estimated soil parameters to be used by the Client in their design of the directional drill installations. The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

FIELD EXPLORATION

This proposal assumes that the two Standard Penetration Test (SPT) borings previously drilled at the bridge structure will be utilized for this project. These previous borings were drilled to depths of 105 and 110 feet below existing ground surface.

In addition to the previous borings mentioned above, the requested field exploration program for this project will include the following:

Description	Number of Borings	Depth Below Ground Surface (feet)
Directional Drill Pits	2 SPT	50

Based on information provided by the Client, the directional drill pits are anticipated to be installed approximately 500 feet from the centerline of the bridge structure in east-west directions. We will attempt to drill the borings as close to these locations as we can based on access. The borings may need to be shifted some if access is limited.

The SPT boring will be drilled using truck-mounted drilling equipment and a procedure similar to the Standard Penetration Test outlined in ASTM D-1586. The boring will be sampled at 18-inch intervals to 10 feet deep and at 5-foot intervals below 10 feet. Each sample will be removed from the sampler in the field and then examined and visually classified by our crew chief.

Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation. Upon completion of drilling, the boreholes will be filled with neat cement grout.

LABORATORY PROGRAM

Routine laboratory visual classification of the soil samples collected from the borings will be performed by a geotechnical engineer along with specific classification tests deemed necessary (i.e., percent fines, Atterberg limits, moisture content).

ENGINEERING ANALYSIS AND REPORT

Engineering analysis of all data obtained will be made to evaluate general subsurface conditions at the directional drill location. The following geotechnical engineering parameters will be provided as requested.

- Estimates of soil internal friction angle, unit weight, and cohesion based on the soil boring results.
- Soil stratigraphy data and groundwater level data presented on boring logs.
- A discussion of whether any artesian groundwater conditions are encountered during drilling of the borings.
- A general discussion of how the encountered soil conditions may impact the directional drill installations. Any weight of hammer (WOH) soil zones encountered in the borings will be discussed in the report.

Our recommendations for the directional drill installations, together with data developed during the exploration, will be submitted in a written report upon conclusion of the study.

COST ESTIMATE

The costs associated with the aforementioned tasks will not exceed **\$6,100.00** without prior authorization from the client.

CLOSURE

This proposal is subject to the following conditions: (1) access to boring locations is to be readily available to our truck-mounted drilling equipment, (2) maintenance of traffic is not necessary to perform the borings, (3) the proposed number of borings and the boring depths will be adequate, (4) undisturbed samples and consolidation tests on fine grained soils are not budgeted into the total cost, (5) Ardaman & Associates will not take responsibility for damages to underground structures and/or services that are not located by Sunshine One-Call; their locations are to be provided by the Client or owner prior to commencement of the field work, and (6) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please indicate your acceptance by signing and returning the attached Proposal/Project Acceptance Form. Please call if you have any questions or require additional information.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.



Jason P. Manning, P.E.
Branch Manager



PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

PROJECT INFORMATION:

Project Name Bridge No. 704024 Utility Replacement Project
Project Location Merritt Island, Florida
Proposal Number and Date 2423-141; dated August 13, 2024
Description of Services Subsurface Exploration
Estimated Fee \$6,100.00

PROPERTY OWNER IDENTIFICATION:

Name _____
Property Identification Number _____
Address _____
City/State _____ Zip Code _____ Phone _____
Attention _____ Title _____

SPECIAL INSTRUCTIONS:

PAYMENT TERMS:

Payment shall be due within 30 days after date of each periodic invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) shall accrue on all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Failure to timely pay any invoice shall constitute a waiver of any and all claims arising from or related to Ardaman & Associates, Inc.'s services, including but not limited to the services described in this Proposal.

PROPOSAL ACCEPTANCE:

By accepting this Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.'s General Conditions appearing on the following page of this Proposal, are incorporated herein by reference. In the event this Proposal Acceptance was received by facsimile, Client hereby confirms that the above described Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.'s General Conditions have been made available and are incorporated in this agreement.

Accepted this _____ day of _____, 2024

(Print or type individual, firm or corporate body name)

(Signature of authorized representative)

(Print or type name of authorized representative and title)

Revision 2017 – FL

GENERAL CONDITIONS

Parties And Scope Of Work – A&A shall include said company and any subsidiary or affiliate performing the Work. “Work” means the specific services to be performed by A&A as set forth in A&A’s proposal as well as any additional services requested or accepted by Client. “Client” refers to the person or business entity ordering the Work to be done by A&A. If the Client is ordering the Work on behalf of a third party or intends to provide A&A’s Work to induce a third party’s reliance, Client shall disclose the identity of such third party to A&A in writing before the commencement of A&A’s Work hereunder. In the event Client fails to disclose the identity of such third party prior to commencement of A&A’s Work, A&A will owe no legal duty to such third party unless the third party negotiates and obtains a written reliance letter from A&A. Client agrees that A&A’s professional duties are specifically limited to the Work as set forth in A&A’s proposal. The Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client’s intended purpose. A&A’s Work is for the exclusive use of Client. In no event shall A&A owe any legal duty to any third party (including, but not limited to, assignees, successors in interest and subsequent purchasers) unless those third parties are disclosed by Client in accordance with this paragraph and those third parties accept these General Conditions.

On-Call Services – In the event A&A is retained to perform construction materials testing (“CMT”), including but not limited to proctor and soil density tests, concrete tests, etc., on an On-Call basis such that A&A is not retained to perform continuous observations of construction, Client assumes sole responsibility for determining the type, location and frequency of sampling and testing. In such On-Call testing, A&A’s test results are only representative of conditions at the test location and elevation, and different conditions may exist at other locations and other elevations. Furthermore, in the event Client fails to properly determine the location or frequency of sampling and testing, under no circumstances will A&A assume that duty by performing its CMT services.

Right-of-Entry – Unless otherwise agreed, Client will furnish right-of-entry on the property for A&A to make the planned borings, surveys, and/or explorations. A&A will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

Damage to Existing Man-made Objects – It shall be the responsibility of the Client to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. Client waives any claim against A&A and A&A’s subcontractors arising from any damage to existing man-made objects. In addition, Client shall defend, indemnify, and hold A&A and A&A’s subcontractors harmless from any third party claim arising from damage to existing man-made objects. Client’s obligation to indemnify for such third-party claims is limited to \$1,000,000 per occurrence which the parties agree bears a reasonable relationship to this Agreement.

Limitation of Liability – A&A shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this obligation and A&A is promptly notified in writing prior to one year after completion of such portion of the services, A&A will re-perform such portion of the services, or if re-performance is impracticable, A&A will refund the amount of compensation paid to A&A for such portion of the services. In no event shall A&A be liable for any special, indirect, incidental, or consequential damages. The remedies set forth herein are exclusive and the total liability of A&A whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from any and all services provided by A&A, including but not limited to the Work, shall not exceed the total fees paid by Client or \$50,000.00, whichever is less.

PURSUANT TO §558.0035, FLORIDA STATUTES, A&A’S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

Sampling or Testing Location – Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

Sample Handling and Retention – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and A&A, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client’s written request, A&A will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of A&A’s report to Client free of storage charges. After the initial 30 days and upon written request, A&A will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances (“Hazardous Substances” and “Hazardous Constituents”, respectively), A&A will, after completion of testing and at Client’s expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that A&A is acting as a bailee and at no time does A&A assume title of said waste.

Discovery of Differing Site Conditions or Unanticipated Hazardous Materials – Differing site conditions or certain types of hazardous materials (unanticipated materials) may exist at a site where there is no reason to believe they could or should be present. A&A and Client agree that the discovery of unanticipated materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. A&A and Client also agree that the discovery of unanticipated materials may make it necessary for A&A to take immediate measures to protect health and safety. A&A agrees to notify Client as soon as practicable should unanticipated materials be encountered. Client encourages A&A to take any and all measures that, in A&A’s professional opinion, are justified to preserve and protect the health and safety of A&A’s personnel and the public. Client agrees to compensate A&A for the additional cost of working to protect employees’ and the public’s health and safety. In addition, Client waives any claim against A&A arising from A&A’s discovery of unanticipated materials.

Indemnification – Client agrees to defend, indemnify, and save harmless A&A from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from the actions or inactions of Client, Client’s contractors, representatives, agents and employees.

Assignment – Client hereby agrees that this Agreement shall not be assignable by Client without A&A’s written consent.

Legal Jurisdiction – The parties agree that any litigation shall be governed by the laws of the State of Florida and only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. All causes of action, including but not limited to actions for indemnification and contribution, arising out of A&A’s Work shall be deemed to have accrued and the applicable statutes of limitation, which are unaltered by this provision, shall commence to run not later than the date of issuance of A&A’s final invoice for the Work. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement.

Compliance With Laws – A&A shall perform its services consistent with the applicable standard of care and endeavor to incorporate laws, regulations, codes, applicable at the time the work is performed. In the event that standards of practice change during the Project, A&A shall be entitled to additional compensation where additional services are needed to conform to the standard of practice. Both A&A and the Client shall abide by all local, state, and federal regulations and laws, the U.S. Foreign

Corrupt Practices Act, UK Bribery Act and other laws as may apply.

Termination - A&A may terminate this Agreement with cause for non-payment of invoices upon fourteen (14) days written notice.

Force Majeure - A&A shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, pandemic, epidemic, government shutdowns, act or omission of subcontractors, carrier, clients, or other similar causes beyond its control.

Drafting and Severability – This Agreement has been drafted by all Parties hereto and shall not be construed against one Party or in favor of any other Party. In the event that any provision of this Agreement is held invalid, the remainder of this Agreement shall be fully enforceable.

6/22/23

FEE MATRIX
CITY OF COCOA
BANANA RIVER CANAL AT WEST CENTRAL AVE WATER MAIN CROSSING - BRIDGE 704024
ENGINEERING DESIGN, PERMITTING & BIDDING SERVICES
FEBRUARY 2025

STAFF CLASSIFICATION		Senior Manager (PM3)		Technical Specialist II (TS II)		Sr. Project Manager (PM3)		Senior Project Engineer (EN3)		Engineer Intern (EN1)		CAD Designer III (DS3)		Senior Administrator (AD3)		Direct Expenses	TOTAL PER TASK
TASK NO.	DESCRIPTION	RATE:	\$219	RATE:	\$243	RATE:	\$219	RATE:	\$195	RATE:	\$126	RATE:	\$140	RATE:	\$105		
		HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL		
1	PROJECT MANAGEMENT AND KICKOFF MEETING																
1.1	Status Reports, Coordination and Data Collection	2	\$438			6	\$1,314	6	\$1,170		\$0	0	\$0	6	\$630		
1.2	Project Kickoff Meeting	2	\$438			1	\$219	2	\$390	1	\$126	2	\$280	1	\$105		
1.3	Project Review Meetings	4	\$876			6	\$1,314	2	\$390	3	\$378		\$0	3	\$315		
TASK 1 SUBTOTAL		8	\$1,752	0	\$0	13	\$2,847	10	\$1,950	4	\$504	2	\$280	10	\$1,050		\$8,383
2	PRELIMINARY DESIGN PHASE SERVICES																
2.1	On-Site Evaluation	2	\$438			4	\$876	4	\$780		\$0		\$0		\$0	\$450	
2.2	Utility Coordination	0	\$0			1	\$219	2	\$390		\$0	2	\$280	6	\$630		
2.3	Topographic Surveying	0	\$0			1	\$219	1	\$195		\$0		\$0		\$0	\$15,215	
2.4	Sketch and Legal Descriptions (Assume 6 @ x \$1,184 Total)		\$0			8	\$1,752		\$0	4	\$504	12	\$1,680		\$0	\$7,104	
2.5	Sovereign Submerged Land Easement Survey & Description	0	\$0				\$0	0	\$0	0	\$0	0	\$0		\$0	\$0	
2.6	Environmental Services	2	\$438				\$0	1	\$195	2	\$252		\$0		\$0	\$5,500	
2.7	Geotechnical Services	2	\$438			4	\$876	4	\$780	2	\$252		\$0	0	\$0	\$6,100	
2.8	Subsurface Utility Exploration (Assume 2 Investigations@ x \$2,250)	2	\$438			1	\$219	4	\$780	2	\$252	4	\$560		\$0	\$4,500	
TASK 2 SUBTOTAL		8	\$1,752	0	\$0	19	\$4,161	16	\$3,120	10	\$1,260	18	\$2,520	6	\$630		\$13,443
3	DESIGN PHASE SERVICES																
3.1	Develop 60%, 90% and 100% Design Drawings	14	\$3,066			24	\$5,256	40	\$7,800	50	\$6,300	150	\$21,000		\$0		
3.2	Prepare Project Manual	2	\$438			4	\$876	4	\$780	0	\$0		\$0	8	\$840		
3.3	Develop Opinion of Probable Cost at 60%, 90% and 100% Submittals	2	\$438			4	\$876	4	\$780	6	\$756		\$0	4	\$420		
3.4	Conduct Quality Assurance/Quality Control (QA/QC) Review		\$0	10	\$2,430		\$0		\$0		\$0		\$0		\$0		
3.5	Submit 60%, 90% and 100% Design to City	4	\$876			2	\$438	4	\$780	2	\$252	8	\$1,120		\$0		
3.6	Design Review Meetings	2	\$438			4	\$876	8	\$1,560	6	\$756	8	\$1,120	2	\$210		
3.7	Submit Issue for Bid Set to City	2	\$438				\$0		\$0		\$0	8	\$1,120	10	\$1,050	\$450	
TASK 3 SUBTOTAL		26	\$5,694	10	\$2,430	38	\$8,322	60	\$11,700	64	\$8,064	174	\$24,360	24	\$2,520		\$63,090
4	PERMITTING PHASE SERVICES																
4.1	Prepare Construction Permit to FDOH	1	\$219			4	\$876	4	\$780	4	\$504		\$0	2	\$210		
4.2	Prepare Permit Application to FDEP/USACE	1	\$219			4	\$876	6	\$1,170	4	\$504	8	\$1,120	6	\$630		
4.3	Prepare Permit Application to County	2	\$438				\$0	4	\$780	0	\$0	2	\$280	1	\$105		
4.4	Address RFI's from Permitting Agencies		\$0			4	\$876	2	\$390	8	\$1,008		\$0		\$0		
TASK 4 SUBTOTAL		4	\$876	0	\$0	12	\$2,628	16	\$3,120	16	\$2,016	10	\$1,400	9	\$945		\$10,985
5	BIDDING PHASE SERVICES																
5.1	Forward Drawings/Manual/Cost Estimate to City	1	\$219				\$0	1	\$195		\$0	1	\$140	2	\$210		
5.2	Attend Pre-Bid Meeting	1	\$219			1	\$219	2	\$390	1	\$126		\$0		\$0		
5.3	Prepare/Distribute Addenda	1	\$219			2	\$438	4	\$780	4	\$504	1	\$140	2	\$210		
5.4	Prepare Bid Tabulation	1	\$219				\$0	1	\$195	0	\$0		\$0	4	\$420		
5.5	Provide Letter of Recommendation	1	\$219				\$0		\$0		\$0		\$0		\$0		
TASK 5 SUBTOTAL		5	\$1,095	0	\$0	3	\$657	8	\$1,560	5	\$630	2	\$280	8	\$840		\$5,062
	Subtotal	51	\$11,169	10	\$2,430	85	\$18,615	110	\$21,450	99	\$12,474	206	\$28,840	57	\$5,985	\$39,319	
															Subtotal		\$100,963
															Direct Expenses		\$39,319
															Allowance		\$10,000
															TOTAL TASK NOS. 1 - 5		\$150,282

Brian Dale

From: Joshua Frary
Sent: Monday, March 3, 2025 11:56 AM
To: Charles Hill
Cc: Carole Thomas; John "Jack" Walsh; Kimberley Ross
Subject: Mckim & Creed - Subconsultants

Charles,

I have reviewed the submitted proposals for Mckim & Creed's subconsultants and do not see any concerns or issues. Please consider this email written authorization and consent to utilization of the proposed subconsultants, Atlantic Drafting & Surveying, Inc.; Ardaman & Associates, Inc.; and Carter Environmental Services, Inc.

I've cc'd the utility director, Jack Walsh in this email.

Thank you,



Josh Frary, P.E.
Utilities Associate Engineer III

351 Shearer Boulevard • Cocoa, FL 32922

O: (321) 433-8669 ✉ jfrary@cocoafl.org 🌐 www.ChooseCocoa.org

M: (321) 479-3507

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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/05/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services LLC Post Office Box 13941 Durham, NC 27709 919 281-4500	CONTACT NAME: Brittany F Yardley PHONE (A/C, No, Ext): 919 281-4500 FAX (A/C, No): 8887468761 E-MAIL ADDRESS: NCCertificateTeam@mcgriff.com														
INSURED McKim and Creed Inc 4300 Edwards Mill Road Suite 200 Raleigh, NC 27612-2689	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1572 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 485">INSURER A : Hartford Fire Insurance Company</td> <td data-bbox="1433 453 1572 485">19682</td> </tr> <tr> <td data-bbox="816 485 1433 516">INSURER B : Twin City Fire Insurance Company</td> <td data-bbox="1433 485 1572 516">29459</td> </tr> <tr> <td data-bbox="816 516 1433 548">INSURER C :</td> <td data-bbox="1433 516 1572 548"></td> </tr> <tr> <td data-bbox="816 548 1433 579">INSURER D :</td> <td data-bbox="1433 548 1572 579"></td> </tr> <tr> <td data-bbox="816 579 1433 611">INSURER E :</td> <td data-bbox="1433 579 1572 611"></td> </tr> <tr> <td data-bbox="816 611 1433 634">INSURER F :</td> <td data-bbox="1433 611 1572 634"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Twin City Fire Insurance Company	29459	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:50000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			22CSES90700	09/05/2024	09/05/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			22CSES90701	09/05/2024	09/05/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$250,000
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ RETENTION \$10000			22HV6BJ3ZE6	09/05/2024	09/05/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	22WEBH0VPP	09/05/2024	09/05/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

City of Cocoa is named as additional insured as respects to General Liability as required by written contract, subject to all policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

CANCELLATION

City of Cocoa 28400 State Road 520 Christmas, FL 32709	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice And Good Samaritan Coverage**
- "Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

(1) Professional health care services such as:

- (a)** Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
- (b)** Any health or therapeutic service, treatment, advice or instruction; or
- (c)** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

- (a)** Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
- (b)** Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1)** That the insured would have in the absence of the contract or agreement; or
- (2)** Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1)** Causing or contributing to the intoxication of any person;
- (2)** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3)** Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a)** The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b)** Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1)** An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for

the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working

directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next

to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or

assess the effects of an "asbestos hazard"; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our

discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to

use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of:
 - (a) Copyright;
 - (b) Slogan; or
 - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
 - (a) Your web site; or
 - (b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health

information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of

any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a

party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited

liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
- (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only

with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others

by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a.** Insureds;
- b.** Claims made or "suits" brought; or
- c.** Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a.** Medical expenses under Coverage **C**;
- b.** Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c.** Damages under Coverage **B**.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a.** Damages under Coverage **A**; and

b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a.** The limits of insurance specified in the written contract or written agreement; or
- b.** The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1)** How, when and where the "occurrence" or offense took place;
- (2)** The names and addresses of any injured persons and witnesses; and
- (3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1)** Immediately record the specifics of the claim or "suit" and the date received; and
- (2)** Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2)** Authorize us to obtain records and other information;
- (3)** Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;
- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1)** Radio;
- (2)** Television;
- (3)** Billboard;
- (4)** Magazine;
- (5)** Newspaper; or
- b.** Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a.** The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b.** An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

- a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b.** Any other land vehicle that is subject to a compulsory or financial responsibility law or

other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a.** Injury;
- b.** Sickness; or
- c.** Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a.** The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b.** International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
- c.** All other parts of the world if the injury or damage arises out of:
 - (1)** Goods or products made or sold by you in the territory described in **a.** above;
 - (2)** The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3)** "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:

- a.** Refusal to employ that person;
- b.** Termination of that person's employment; or
- c.** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained

primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-

completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PER PROJECT- AMENDMENT OF GENERAL AGGREGATE SUBJECT TO MAXIMUM ANNUAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE:

The Limits of Insurance shown in the Declarations are amended by the following:

The Limits of Insurance, subject to all the terms of this policy that apply, are:

Each Occurrence Limit	\$	See Declarations Page
Personal and Advertising Injury Limit	\$	See Declarations Page
Damage to Premises Rented to You – Any One Premises	\$	See Declarations Page
Medical Expense Limit - Any One Person	\$	See Declarations Page
General Aggregate Limit	\$	2,000,000
Project General Aggregate Limit	\$	2,000,000
Maximum Annual Aggregate Limit	\$	2,000,000
Products-Completed Operations Aggregate Limit	\$	See Declarations Page

In return for the payment of the premium when due and subject to all the terms of the Commercial General Liability Coverage Part not expressly modified herein, we agree with you as follows:

A. The LIMITS OF INSURANCE (SECTION III) is deleted in its entirety and replaced with the following:

1. The Most We Will Pay

The Limits of Insurance shown in the above Schedule and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Maximum Annual Aggregate

The Maximum Annual Aggregate Limit is the most we will pay for the sum of:

- a. Damages under the General Aggregate Limit and

b. Damages under any one or more Project General Aggregate Limit(s), as described in paragraph **4.** below.

3. General Aggregate Limit

Subject to **2.** above, the General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under **Coverage B Personal and Advertising Injury Liability**; and
- b. Damages under **Coverage C Medical Payments, and Coverage A Bodily Injury and Property Damage Liability**, with the following exceptions:
 - (1) "Bodily injury" or "property damage" included in the "products-completed operations hazard"; or

- (2) "Bodily injury" or "property damage" attributed solely to ongoing operations at a single "project";

- c. "Property damage" included as **Damage to Premises Rented to You**.

4. Project General Aggregate Limit

Subject to 2. above:

- a. A separate Project General Aggregate Limit applies to each single "project", in lieu of and not in addition to, the General Aggregate. Such Project General Aggregate is the most we will pay for all damages under **Coverage A Bodily Injury and Property Damage Liability**, or **Coverage C Medical Payments**, with the following exceptions:

- (1) "Bodily injury" or "property damage" included in the "products-completed operations hazard"; or
- (2) "Property damage" included in the Damage to Premises Rented to You coverage; or
- (3) "Bodily injury", "property damage", or medical expenses under **Coverage C**, which cannot be attributed solely to the ongoing operations at a single "project". Such damages will erode the General Aggregate Limit as provided in paragraph 3. above.

- b. The Project General Aggregate Limit:

- (1) Applies only to "occurrences" attributed solely to ongoing operations at a single "project"; and
- (2) Does not include damages for **Coverage B Personal and Advertising Injury Liability**, no matter where or in how many "projects" the offense or offenses may be committed. Such damages will erode the General Aggregate Limit as provided in paragraph 3. above.

- c. Any payments made under this paragraph 4., for damages for "bodily injury", "property damage", or medical expenses under Coverage C, shall reduce the Maximum Annual Aggregate Limit and the Project General Aggregate for that "project". Such payments shall not reduce the General Aggregate Limit or the Products-Completed Operations Aggregate Limit nor shall they reduce any other Project General Aggregate Limit.

5. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay for damages under **Coverage A - Bodily Injury and Property Damage Liability** because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

6. Personal And Advertising Injury Limit

Subject to 3. above, the Personal and Advertising Injury Limit is the most we will pay under **Coverage B Personal and Advertising Injury Liability** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

7. Occurrence Limit

Subject to 3., 4., or 5. above, whichever applies, the Each Occurrence Limit is the most we will pay for damages under **Coverage A - Bodily Injury and Property Damage Liability** because of "bodily injury" or "property damage" arising out of any one "occurrence".

8. Damages To Premises Rented To You Limit

Subject to 7. above, the Damage to Premises Rented to You Limit is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented to You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

The Damage to Premises Rented to You Coverage is not subject to any Project General Aggregate Limit, but will erode the General Aggregate Limit.

9. Medical Expense Limit

Subject to 3. or 4. above, whichever applies, the Medical Expense Any One Person Limit is the most we will pay under **Coverage C Medical Payments** for all medical expenses because of "bodily injury" sustained by any one person.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 22WEBH0VPP

Endorsement Number:

Effective Date: 09/05/2024 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: McKim and Creed Inc
4300 Edwards Mill Road
Suite 200
Raleigh, NC 27612-2689

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION
FROM WHOM YOU ARE REQUIRED BY
WRITTEN CONTRACT OR AGREEMENT
TO OBTAIN THIS WAIVER OF
RIGHTS FROM US.

Countersigned by _____
Authorized Representative

Form WC 00 03 13 Printed in U.S.A.
Process Date:

Policy Expiration Date:

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Water Market 2023 Schedule of Hourly Rates

<u>Employee Classification</u>	<u>(Rate/Hour)</u>	<u>Employee Classification</u>	<u>(Rate/Hour)</u>
<u>Engineering</u>		<u>Surveying</u>	
Principal	\$270.00	Sr. Surveyor/Project Manager III	\$225.00
Engineering Manager	\$257.00	Sr. Surveyor/Project Manager II	\$194.00
Project Manager III	\$219.00	Sr. Surveyor/Project Manager I	\$166.00
Project Manager II	\$200.00	Project Surveyor	\$144.00
Project Manager I	\$180.00	Sr. Survey CAD Technician	\$108.00
Technical Specialist III	\$252.00	Survey CAD Technician	\$90.00
Technical Specialist II	\$243.00	Survey Field Supervisor	\$110.00
Technical Specialist I	\$216.00	Project Coordinator I	\$100.00
Project Engineer IV	\$209.00	Project Coordinator II	\$110.00
Project Engineer III	\$195.00	Project Coordinator III	\$130.00
Project Engineer II	\$166.00	Field Survey Party 1 Person Crew	\$120.00
Project Engineer I	\$145.00	Field Survey Party 2 Person Crew	\$190.00
Engineer Intern	\$126.00	Field Survey Party 3 Person Crew	\$245.00
I&C Specialist III	\$195.00	<u>Subsurface Utility Engineering</u>	
I&C Specialist II	\$175.00	Regional SUE Director	\$240.00
I&C Specialist I	\$145.00	Director of SUE	\$225.00
Programmer III	\$185.00	Utility Engineering Sr. Project Manager	\$219.00
Programmer II	\$170.00	Utility Engineering Project Manager	\$178.00
Programmer I	\$145.00	Utility Coordinator I	\$110.00
Designer IV	\$160.00	Utility Coordinator II	\$130.00
Designer III	\$140.00	Utility Engineering Technician I	\$79.00
Designer II	\$130.00	Utility Engineering Technician II	\$94.00
Designer I	\$110.00	Utility Engineering Analyst	\$106.00
Sr. CAD Technician	\$100.00	Utility Engineering Specialist	\$141.00
CAD Technician	\$85.00	Utility Engineering Party (2 Person Crew)	\$188.00
Sr. Project Administrator	\$105.00	<u>Geospatial Information Systems</u>	
Project Administrator	\$90.00	GIS Specialist	\$109.00
Administrative Assistant	\$80.00	GIS Technician II	\$89.00
<u>Construction</u>		GIS Technician I	\$71.00
Construction Administrator IV	\$166.00	GIS Analyst I	\$103.00
Construction Administrator III	\$148.00	GIS Analyst II	\$112.00
Construction Administrator II	\$125.00	LiDAR Field Technician	\$94.00
Construction Administrator I	\$112.00	LiDAR Technician I	\$84.00
Project Representative III	\$145.00	LiDAR Technician II	\$113.00
Project Representative II	\$125.00	LiDAR Technician III	\$135.00
Project Representative I	\$110.00	Photogrammetric Technician	\$109.00
<u>Field Services</u>		Photogrammetrist	\$160.00
Field Technician I	\$90.00		
Field Technician II	\$120.00		
Field Services Manager	\$145.00		



Water Market 2023 Schedule of Hourly Rates

Expenses

In addition to labor, McKim & Creed bills for the following project related costs at a pass through cost only: printing; conference calling charges; document review, permit or recording fees paid on behalf of the client; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking etc.; mileage for all company-owned vehicles (trucks) will be billed at \$0.85/mile; employee owned vehicles used for transportation related to the project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs. Travel reimbursement at IRS rates for employees and specialists outside of the Daytona Beach office only.

McKim & Creed also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.



REQUEST FOR QUALIFICATIONS (RFQ)

**City of Cocoa, Florida
ENGINEERING SERVICES
FOR
DESIGN, PERMITTING, AND SERVICES DURING
CONSTRUCTION FOR UTILITY CONVEYANCE
SYSTEMS UPGRADES AND EXPANSION**



BID NO. Q-23-12-COC

Published February 8, 2023

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

RFQ # Q-23-01-COC

Table of Contents

1. INTRODUCTION	3
2. STANDARD TERMS & CONDITIONS.....	4
3. SPECIAL CONDITIONS.....	8
4. STANDARD INSURANCE REQUIREMENTS.....	10
5. GENERAL INFORMATION.....	12
6. SCOPE OF SERVICES.....	12
7. SIMLAR PROJECTS	13
8. RFQ SUBMITTAL DOCUMENTS.....	14
9. RFQ TIMELINE.....	17
10. PRESENTATIONS	17
11. EVALUATION PROCEDURE AND CRITERIA	18
12. OTHER APPLICABLE MANDATORY CRITERIA	19
RFQ SUBMITTAL ACKNOWLEDGEMENT	21
SECTION I – COVER LETTER.....	24
SECTION II – TABLE OF CONTENTS	25
SECTION III – FIRM’S QUALIFICATIONS	26
SECTION IV – PROJECT TEAM’S QUALIFICATIONS	27
SECTION V - PROJECT EXPERIENCE	34
SECTION VI – PROJECT APPROACH	40
SECTION VII – RESUMES.....	41
SECTION VIII – OTHER REQUIRED FORMS.....	42

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

1. INTRODUCTION

The City of Cocoa (hereinafter referred to as “City”) is requesting Statements of Qualifications from qualified engineering firms to provide the City with assistance regarding the anticipated design, permitting, and construction for Utility Conveyance Systems, Upgrades, and Expansion. The City’s objective is to select two or more engineering firms (also referred to herein as “Consultant”) to serve as the engineering firm that will be required to assist the City in the design, permitting, and performance of services during construction of Utility conveyance systems upgrade and expansion projects. In addition, the City reserves the right, at its sole discretion, to select among the Respondents of this RFQ or through other bidding procedures, other engineering/consulting firms to handle identified conveyance utility system projects if the City deems it in the City’s best interests to do so. This solicitation shall be part of the Consultants Competitive Negotiation Act (CCNA) process as mandated in Section 287.055, Florida Statutes and the City of Cocoa Purchasing Policy.

RFQ DUE DATE & TIME: Thursday, March 23, 2023 Qualifications packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Packages are to be received **NO LATER THAN 3:00 P.M.** Packages received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located at the reception desk in the lobby of Cocoa City Hall, 65 Stone St., Cocoa, Florida will be the official authority for determining the time that packages are received and for determining late responses.

All RFQ information and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark envelope **RFQ No. Q-23-12-COC ENGINEERING SERVICES FOR DESIGN, PERMITTING, AND SERVICES DURING CONSTRUCTION OF UTILITY CONVEYANCE SYSTEMS UPGRADES AND EXPANSION.** Respondent’s name and return address must be clearly identified on the outside of the envelope.

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Any additional information should be attached to this format or the Respondent may be disqualified.

Respondents shall submit ONE (1) original (marked “ORIGINAL”), Three (3) paper copies and ONE (1) USB copy of their response, complete with all supporting documentation. Responses submitted by facsimile or electronically will NOT be accepted. Responses which do not comply with these requirements may be rejected at the option of the City. It is the Respondent’s responsibility to ensure that all submittals are in accordance with all addendums issued, if any. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from its terms and requirements. The RFQ and any Addendums are available online at <http://www.myvendorlink.com>.

Responses not submitted in the format set forth herein shall be rejected unless otherwise explained in the response documents.

For information concerning procedure for responding to this Request for Qualifications (RFQ), contact Brian Dale, Purchasing Manager, Purchasing & Contracts Division at (321) 433-8833. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services or Respondent procedures will only be transmitted by written addendum.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

All questions about the meaning or intent of the RFQ Documents shall be submitted in writing and directed to the City of Cocoa, 65 Stone St., Cocoa FL 32922, Attention: Brian Dale, Purchasing Manager, Purchasing & Contracts Division. Questions may also be sent via e-mail to purchasing@cocoafl.gov. Questions received after the question due date will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by Respondent in submitting their response. **The deadline for questions is [UPDATE].**

ANTI-LOBBYING PROVISION

COMPANIES AND PERSONS DESIRING TO RESPOND TO THIS RFQ ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFQ, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE RESPONDENT, SHALL BE SUBMITTED TO THE CITY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH THE PURCHASING MANAGER. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFQ FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFQ MADE TO MEMBERS OF THE CITY COUNCIL, MEMBERS OF THE SELECTION ADVISORY COMMITTEE, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.

2. STANDARD TERMS & CONDITIONS

- 1.1. ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all responses and to accept the response which best serves the interest of the City of Cocoa. The City may award sections individually or collectively, whichever is in its best interest, unless the Respondent only intends to respond for the contract in its entirety.
- 1.2. ASSIGNMENT - Neither the contract nor payment due pursuant to this RFQ may be assigned. Any attempt to assign the responsibilities and payment under this RFQ without the express prior written consent of the City of Cocoa shall be grounds for termination of the Contract.
- 1.3. AWARD - Award shall be generally made to the engineering firms that demonstrate technical capability while most closely meeting the City's needs according to the evaluation criteria and factors designated in the solicitation and under the CCNA. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful Respondent(s) negotiating acceptable terms under an Engineering Services Contract. **While not included as part of the ranking of Respondent(s) in the CCNA process, Respondents are hereby notified that should a Respondent be selected to negotiate a Contract with the City, the City will be paying significant attention to cost of services being offered. The successful Respondents shall be those that are not only the most qualified firm, but the firm that has also agreed to rates, fees and charges that the City of Cocoa deems to be fair, reasonable and competitive in the market place.** If the City pursues competitive negotiations with your firm and the City cannot agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm until the City has awarded a Contract or rejected all of the proposals at its sole discretion.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

- 2.1. OTHER AGENCIES – All Bidder(s) awarded contracts as a result of this RFQ may permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).
- 2.2. CONFLICT OF INTEREST - The Respondent certifies that this response has not been arrived at collusively or otherwise in violation of federal, state or local laws. Any purchase order, check requisition or Contract from which any agent, officer or employee of the city or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or Contract, the Council shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the City.
- 2.3. CONSULTANT'S PROJECT MANAGER AND PROJECT ENGINEER – The Consultant will designate a Project Manager and Project Architect or Engineer in their submittal response to the RFQ. Both of these positions shall be qualified licensed professional architects or engineers in the State of Florida. The Project Manager shall be authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administering all aspects of Services to be performed under this Contract. The Project Architect or Engineer shall be the lead technical resource on the assigned projects responsible for technical elements of the design and quality control. Replacement (including reassignment) of said Project Manager or Project Architect or Engineer shall not be made without the prior written approval by the City.
- 2.4. DEVIATION FROM SPECIFICATION - Any deviation from specifications and submittal requirements must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and submittal requirements and the successful response shall be held accordingly.
- 2.5. DISCRIMINATION STATEMENT: An entity or affiliate placed on the Discriminatory Vendor List may not submit a response for a Contract to provide goods or services to a public entity, may not submit a response on a Contract with a public entity for the construction or repair of a public building or perform any public work, may not submit Proposals for leases of real property to a public entity, may not award or perform work as a Consultant, supplier, sub-consultant, or consultant under any Contract with any public entity, and may not transact business with any public entity.
- 2.6. ECONOMY OF PREPARATION: The responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's qualifications and ability to fulfill the requirements of the RFQ.
- 2.7. F.O.B. POINT - Products and materials related to the project are to be shipped F.O.B. to the department and address as identified on Purchase Orders.
- 2.8. INFORMALITIES - The City of Cocoa reserves the right to both waive any minor informality or irregularity in responses and to determine, in its sole discretion, whether or not a particular informality is minor.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

- 2.9. INFORMATION AND LITERATURE - Respondents are to furnish all information and literature requested. Failure to do so may be cause for rejection.
- 2.10. INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the purchasing manager. Interpretations that may affect the eventual outcome of this RFQ will be furnished in writing to all prospective potential Respondents. No interpretation shall be considered binding unless provided in writing by the City of Cocoa.
- 2.11. NON-DISCRIMINATION - The successful Respondent will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.
- 2.12. PATENTS AND COPYRIGHTS - The Respondent will agree to hold harmless the City of Cocoa, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements. Also, the City and any Federal awarding agency funding any part of the Contract with the successful Respondent reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for City and Federal Government purposes the copyright in any work developed under the Contract any rights of copyright that the Respondent has purchased ownership with funding from the Contract. In addition, with respect to any discovery or invention which arises or is developed in the course of or under any Contract with the City, the City shall retain ownership rights to any patent based on such discovery or invention unless otherwise agreed to by the City's City Council.
- 2.13. PAYMENTS - Upon acceptance of work by using department of the City, employees and others, it is understood and agreed that orders and services shall be shipped and performed at the established Contract prices. Invoicing in variance with this will subject the Contract to cancellation. The City shall make payment to the Consultant in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Consultant when requested to do so by the using City department. Unless otherwise directed in the Contract for services, **all invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922, with a copy directed to the City department using the services.**

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

- 2.14. PUBLIC ENTITY CRIMES - As required by section 287.133, Florida Statutes, the Proposer warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Proposer further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Proposer certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.
- 2.15. PUBLIC RECORDS: Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Section 119.01, Florida Statutes (The Public Records Law). Unless otherwise provided by the Public Records Law, information and

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

materials received by the City in connection with an RFQ response and under any awarded Contract shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for under section 119.07, Florida Statutes and other applicable laws. If the Respondent believes any of the information contained in his or her response is exempt from the Public Records Law, then the Respondent must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records. In addition, the Respondent shall make available to the City (and if any part of any Contract awarded under this RFQ is funded by the Federal government, the Federal Grantor agency, the Comptroller General of the United States), or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any Contract awarded under this RFQ for the purpose of making audit, examination, excerpts, and transcriptions. All records shall be retained for a minimum of three (3) years after the City makes final payment under the Contract awarded under this RFQ and all other pending matters are closed by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (321) 433-8484; cshealy@cocoafl.org; City Clerk's Office, 65 Stone Street, Cocoa, FL, 32922.

- 2.16. TAX EXEMPTIONS - The City of Cocoa is tax exempt. The City of Cocoa's tax-exempt number is 85-8012621548C-8.
- 2.17. TERMINATION FOR CAUSE: If a Respondent is awarded a Contract under this RFQ, the successful Respondent is hereby on notice that the Contract shall be subject to termination in the event that the Respondent breaches the Contract, or Respondent fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Respondent is declared bankrupt or insolvent, or Respondent is found to have committed fraud or any other unlawful act against the City or another party. The City may, upon written notice to the Respondent, terminate the right of the Respondent to proceed under the Contract, and may hold the Respondent liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Respondent under the Contract shall, at the option of the City, become the City's property and the Respondent shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Respondent, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Respondent, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Respondent can be determined.
- 2.18. TERMINATION FOR CONVENIENCE: If a Respondent is awarded a Contract under this RFQ, the successful Respondent is hereby on notice that the Contract shall also be subject to termination for convenience by the City. The City reserves the right, in its best interest as determined by the City, in its sole discretion, to cancel the Contract by giving

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

written notice to the Respondent thirty (30) days prior to the effective date of such cancellation.

2.19. TIME FOR CONSIDERATIONS – All Proposals will be considered after the time and date set for the opening of the Proposals and for a period up to ninety (90) days thereafter.

2.20. TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any Respondent, they will only be considered trade secrets in accordance with Florida law. Respondent must mark any trade secret information submitted to the City as Confidential prior to such submittal. If a Respondent fails to submit a claim of trade secrets to the City before obtaining the City's Contract, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (section 119.01, Florida Statutes).

3. SPECIAL CONDITIONS

3.1. ADDENDUM AND AMENDMENTS TO REQUEST FOR QUALIFICATIONS: If it becomes necessary to revise or amend any part of this Request for Qualifications, the City's Purchasing & Contracts Division will furnish the revision by written Addendum to all prospective Respondents who are recorded with the City as having received an original Request for Qualifications. Addenda information will be posted on Vendorlink at <https://www.myvendorlink.com/>. Respondents are responsible to check this location for updates.

3.2. COMMITTEE MEETINGS/PRESENTATIONS INFORMATION: The Notice of Committee Meetings/Presentations is generally posted at least seventy-two (72) hours in advance of such meetings/presentations. However, the City reserves the right to hold Committee meetings with less notice if necessary upon reasonable notice. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 65 Stone St., Cocoa, FL 32922; or on the City's Web Page <http://www.cocoafl.org>, under the City Clerk. City Council meetings, at which matters regarding this RFQ may be considered, are noticed by the City Clerk's office under the general rules and procedures of the City Council.

3.3. INDEMNIFICATION STATEMENT – By submitting a response document signed by an authorized agent of the Respondent, Respondent (Consultant) acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of Contract award:

“For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Consultant shall indemnify, hold harmless and defend the City of Cocoa and its elected and appointed officers, agents, officials, attorneys, representatives and employees (hereinafter the “City”) from and against any and all liability, loss, cost, damages, expenses, injuries (including death), claim or actions, of whatever type, including but not limited to reasonable attorney's fees in any legal proceeding through trial and appeal, which the City may hereafter sustain, incur or be required to pay, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant, its agent(s), vendors, representatives, servants, employees, or other persons employed or utilized by the Engineer in the execution, performance or non- performance or failure to adequately perform Consultant's obligations pursuant to this RFQ and any subsequent contract, including any Task Order.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification, the Consultant specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties."

- 3.4. **LIMITATION OF LIABILITY STATEMENT** – By submitting a response document signed by an authorized agent of the Respondent, Respondent acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of Contract award:

"The City desires to enter into this Contract only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Contract, so that the City's liability for any breach never exceeds the sum of any Contract amount that is owed by the City for services actually performed by the Respondent to the City's complete satisfaction. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Respondent expresses its willingness to enter into this Contract with the knowledge that the Respondent's recovery from the City to any action or claim arising from the Contract is limited to a maximum amount of the sum of any Contract amount that is owed by the City for services actually performed by the Respondent to the City's complete satisfaction, and in no case shall exceed the amount provided in Section 768.28, Florida Statutes. Nothing contained in this paragraph or elsewhere in this Contract is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest."

- 3.5. **PROPOSER EXPENSES** - No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental Contract and issuance of an appropriate amendment to the Contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that Respondent may incur in preparing and submitting responses called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the Respondent. The City will not be liable for any costs incurred by the Respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.).
- 3.6. **REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION:** The Respondent shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to, information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the Respondent as it deems appropriate including, but not limited to, a background investigation of service personnel to be conducted by the City of Cocoa Police Department or its designees.
- 3.7. **TERMS:** Contracts awarded and entered into under this RFQ shall be contracts for continuing engineering services under which project or task based orders will be issued subject to deadlines mutually agreed to by the parties. The term of the any Contract will

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

not exceed three (3) years with up to two (2) two (2) year renewals. However, the City will reserve the right to extend the Contract beyond that period if the City Council determines that extension is required based upon public necessity to complete a pending task related to this RFQ or as otherwise deemed necessary in the best interests of the City at the City's sole discretion. Selected Consultants will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected consultant until such time the written agreement is approved by the City Council at a public meeting and executed by the City and consultant.

3.8. TRUTH-IN-NEGOTIATIONS: Pursuant to section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in section 287.017, Florida Statutes for CATEGORY FOUR, the City shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

3.9. PROHIBITION AGAINST CONTINGENT FEES: Each contract entered into by the City for professional services must contain a prohibition against contingent fees, which reads as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For each breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

4. STANDARD INSURANCE REQUIREMENTS

All qualified firms **MUST** provide written proof of insurance and demonstrate that they maintain all applicable insurance coverage as specified below as a condition precedent to contracting with, and performing any work for, the City of Cocoa. **Copies of all applicable current insurance certificates must be attached to the Respondent's submittal.**

Excluding professional liability policies which prohibit naming the City as an additional named insured, the Certificate of Insurance must be made to the City of Cocoa, 65 Stone St., Cocoa, FL 32922 and should reference the operation and must name the City as an additional insured.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Cocoa.

All Certificates of insurance shall be approved by the City **prior** to the commencement of any work. Minimum coverage with limits and provisions are as follows:

4.1. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN \$15,000:

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

It is required that individuals and firms Contracting with the City of Cocoa, where the total contract or job value is LESS than \$15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$200,000 and with a deductible amount not greater than \$5,000. It is further required that the City of Cocoa be named as an additional insured to the Consultant's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

**4.2. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS
FOR CONTRACTS VALUED AT \$15,000 OR MORE:**

It is required that individuals and firms contracting with the City of Cocoa, where the total Contract or job value is \$15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$1,000,000.00 and with a deductible not greater than \$5,000. It is further required that the City of Cocoa be named as an additional insured to the Consultant's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

**4.3. AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL
CONTRACTS:**

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

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

**4.4. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL
PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:**

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance in a minimum amount of \$3,000,000.00 per occurrence or claim and in the aggregate, with a deductible not greater than \$50,000.00. For professional liability insurance written on a "claims-made" basis, the Professional shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five years following completion of all Work rendered under the Agreement and Task Orders.

4.5. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance or "Pollution Insurance" with a limit of not less than \$1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemicals being brought onto City property as required by the City's Safety and Loss Control Program.

4.6. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms must demonstrate that they have worker's compensation coverage at levels required by Florida law.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

5. GENERAL INFORMATION

The City is requesting Statements of Qualifications (known as “the proposal”) from qualified consulting firms in the state of Florida. In addition, the City reserves the right, at its sole discretion, to select among the Respondents of this RFQ, or through other procedures to select other engineering/consulting firms to handle component parts of the anticipated utility projects if the City deems it in the City’s best interests to do so. This solicitation shall be part of the Consultants Competitive Negotiation Act process as mandated in Section 287.055, Florida Statutes and the City of Cocoa Purchasing Policy.

The engineering firm(s) selected will serve as the City’s consultant for its utilities conveyance engineering design, permitting and services during construction including, but not limited to, the services described in the Scope of Services. The selected consultant(s) will enter into a three (3) year Contract with two (2) optional two (2) year renewals with the City if recommended by City staff after successful contract negotiations and approved by City Council in its sole discretion. However, the Consulting Professional Services Agreement shall be subject to termination for convenience by the City. The City reserves the right to select two or more consultants. Once under Contract, the City will award work on a task order basis to the contracted engineering firms and will attempt to divide the work between the firms as equitably as possible based on the projects to be executed under this Contract, the performance of the engineering firms under this Contract, and the specific expertise and experience of the firms required for the individual projects. The City reserves the right to award task orders at the City’s sole discretion as it deems to be in the City’s best interest regardless of the overall distribution of work to the selected engineering firms.

The selected engineering firms will be required to enter into an Engineering Continuing Services Contract in a form approved by the City Attorney and City Council, and at rates, fees, and charges determined by the City, in its sole discretion, to be fair, competitive and reasonable. Under no circumstances whatsoever shall a contract be formed between the City and a selected consultant until such time the written agreement is approved by the City Council at a public meeting and executed by the City and consultant. During presentations, Respondents are required to list and introduce by resume all lead members of their team, and there will be specific requirements for the engineering firm’s selected project manager and project engineer.

6. SCOPE OF SERVICES

The selected engineering firms may be asked to perform any engineering services related to utilities conveyance projects. Utility conveyance projects will be related to water supply pipelines; potable water transmission and distribution pipeline systems, storage and pump stations; wastewater collection, and force main pipelines, and transfer/lift stations; and reclaimed water storage and pumping systems, transmission and distribution pipeline systems. The engineering services that are required for the conveyance projects shall include, but are not limited to the following:

1. Planning Evaluations/Studies
 - a. Land availability
 - b. Pipeline route identification
 - c. Hydraulic modeling for pipeline sizing
2. Geotechnical Investigations

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

- a. Provide laboratory testing data report that includes soil boring logs with classifications and technical criteria
3. Ecological Investigations
 - a. Wetland and endangered species identification
4. Land Surveying Services/Aerial Photography
 - a. Topographic survey including right of ways and easements
5. GIS Support
6. Materials Testing
7. Condition Assessment of Pipelines and Conveyance Systems
8. Public Information Assistance
9. Cost Estimating Services
10. Grants assistance and state/federal funding assistance
11. Permitting Services
 - a. Prepare and submit required project related permit applications and supporting documentation
 - b. Responses to all Agency Requests for Additional Information (RAI)
12. SCADA services per the City's Control Systems Configuration Standards for duplex and triplex transfer/lift stations
13. Design Services
 - a. 30 percent design completion submittals
 - b. 60 percent design completion submittals
 - c. 90/100 percent design completion submittals
14. Bidding Support Services
 - a. Pre-bid Conference attendance
 - b. Question response and issuance of addendums
 - c. Bid review
15. Construction Phase Services
 - a. Engineering Services During Construction such as shop drawing review, responses to requests for information and progress meetings
 - b. Periodic site visits
 - c. Testing
 - d. Certification of construction
 - e. Record drawings
 - f. Resident engineer, if required
 - g. Construction management and inspection, if required
 - h. Startup assistance/training
 - i. O&M Manual Preparation, if required
 - j. Additional services as requested

NOTE: Any of the services referenced above may be tasked to one of the selected engineering firms or to other engineering firms or consultants selected by the City at its sole discretion. The City reserves the right to solicit proposals for any capital project and to award a Contract for consulting services for such project separate and apart from the Contract entered into pursuant to this request for qualifications.

7. SIMILAR PROJECTS

For purposes of this RFQ, similar projects for Respondent evaluation shall include:

- **Project Type A- Potable water distribution pipeline project.** The project shall involve new installation or upgrade/rehabilitation of potable water distribution pipeline(s). The

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

project shall include pipeline(s) less than 20-inches in diameter and greater than 1,000 feet of installed pipe.

- **Project Type B- Potable Water transmission pipeline project.** The project shall involve new installation or upgrade/rehabilitation of water transmission pipeline(s), carrying either raw or finished potable water. The project shall include pipeline(s) greater than or equal to 20-inches in diameter and greater than 1,500 feet of installed pipe.
- **Project Type C- Condition assessment.** The project shall involve determining appropriate testing methods, implementing a testing plan, and assessing results to determining remaining life of an asset.
- **Project Type D- Wastewater collection or transmission pipeline project.** The project shall involve new installation or upgrade/rehabilitation of a wastewater collection system (gravity) or transmission pipeline (force main). The project shall include a minimum of 500 feet of pipe installed within public rights of way.
- **Project Type E- Wastewater lift station or water pump station project.** The project shall involve a new or upgraded wastewater lift station or water pump station project. Lift station or water pump station projects shall have at least two pumps. The firm capacity of the station shall be a minimum of 300 gallons per minute.

8. RFQ SUBMITTAL DOCUMENTS

For the response to be considered complete and timely, Respondent must submit ONE (1) original marked "ORIGINAL", Three (3) paper copies and One (1) USB copy of the proposal. Response submissions must be received by the City of Cocoa on or before 3:00 P.M., Thursday, March 23, 2023.

The submission will be comprised of the Response Cover Page followed by the required documents in Sections I-IX. Each section will be separated using divider tabs and the response will be bound. A USB drive containing a complete electronic copy of the submittal in pdf format must be included.

Respondents must include the following information in their proposal:

RFQ Submittal Acknowledgement: Respondent will complete the acknowledgement and agree to the terms and conditions therein.

Section 1 - Cover Letter: The response shall contain a cover letter signed by a person who is authorized to commit the Respondent's offer to perform the work included in the RFQ and should identify all materials and enclosures being forwarded in response to the RFQ. **(Limited to 2 pages)**

Section 2 - Table of Contents: The Table of Contents shall provide a listing of all major topics, their associated section number, and starting page. **(Limited to 2 pages)**

Section 3 - Company/Firms and Subconsultant Qualifications and Capabilities: The Company Qualifications and Capabilities section of the proposal shall be **limited to four (4) typewritten pages**. The purpose of this section is to provide a brief discussion of Respondent's business history and description of the firm's abilities and capabilities to perform Tasks described in the RFQ. The section should also include a summary of current and projected workload of the project team

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

including the designated project manager and project engineer and statements addressing the following:

- 1) Responsiveness of the prime firm to satisfy the requirements of this RFQ, especially the Scope of Services and Minimum Qualifications set forth in Section 6 and 7;
- 2) The sufficiency of the financial resources and ability of the firm's personnel to perform the Contract or service;
- 3) Whether the firm has performed similar Contracts within the time and budget specified, without delay or interference;
- 4) The character, integrity, reputation, judgment, experience and efficiency of the firm;
- 5) The previous and existing experience and compliance by the Firm with the laws and ordinances relating to the scope of services;
- 6) The number, frequency, and outcome of any professional malpractice and other claims related to services rendered that are made against the firm in any administrative, license, court, or other legal proceeding within the last five (5) years; and
- 7) Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.

Section 4 - Project Team Qualifications and Experience: The Project Team Qualifications and Experience section of the proposal will be **limited to 8 pages** and shall include the following:

- Provide an overview of the project team's qualifications and experience (**Limited to 1 page**)
- Provide an organizational chart designating the following (**Limited to 1 page**):
 - Principal-In-Charge who will be the City's point of contact with the Consulting Firm for Contract Management purposes;
 - Project Manager who will manage all of the projects/tasks related to this RFQ and serve as main point of contact for project interaction;
 - Project Engineer who will serve as the Engineer of Record, and Project Manager for individual projects and tasks;
 - Key Engineering and Construction Services Personnel; and
 - List all sub-consultants that the Firm anticipates using as part of this RFQ.
- **Prepare Form A for the Proposed Project Manager.** Form A requires the consultant to provide three (3) projects demonstrating the proposed project manager's experience. List up to three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in this RFQ, as identified in the above **Section 7. Similar Projects**, wherein the proposed Project Manager has performed IN THE SAME CAPACITY with your firm, or other firms. LIST THE ONE PROJECT MANAGER ONLY AS INDICATED ON THE ORGANIZATIONAL CHART. The Consultant shall ensure that the basic description of the similar project *includes both identification* of the Similar Project Type (e.g., Project Type A, B, C, D, or E) *and* all required performance requirements and/or dimensions and that the elements are adequately explained in the text. Further, greater points will be awarded for a proposed Project Manager that has experience in multiple Project Types.
- **Prepare Form B for the Proposed Project Engineer.** List up to three (3) similar projects, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

this RFQ, as identified in the above **Section 7. Similar Projects**, wherein the proposed project engineer has performed IN THE SAME CAPACITY with your firm, or other firms. LIST THE ONE PROJECT ENGINEER ONLY AS INDICATED ON THE ORGANIZATIONAL CHART. The Consultant shall ensure that the basic description of the similar project *includes both identification* of the Similar Project Type (e.g., Project Type A, B, C, D, or E) *and* all required performance requirements and/or dimensions and that the elements are adequately explained in the text. Further, greater points will be awarded for a proposed Project Engineer that has experience in multiple Project Types.

Section 5 - Past and Present Experience and Performance on Projects. The experience and performance on Projects section of the proposal will be **limited to 6 pages** and shall include the following:

- Provide a summary of project team's experience on projects **(Limited to 1 page)**
- **Prepare Form C for the Proposed Project Team.** List up to five similar projects, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely matches the scope of work in this RFQ. The Consultant shall ensure that the basic description of the similar project *includes both identification* of the Similar Project Type (e.g., Project Type A, B, C, D, or E) *and* all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text. Further, greater points will be awarded for a proposed Project Team that has experience in multiple Project Types. **(Limited to 5 pages as Form C)**

Section 6 - Project Approach: The purpose of the Project Approach is to provide preliminary insight into how the Respondent would sequence work, manage multiple projects, effectively communicate with the City, provide quality assurance and quality control, and provide innovative ideas and approach. **(Limited to 3 pages)**

Section 7 - Resumes: Resumes of key personnel on project team relating to specific skills and experience related to the scope of work of the RFQ. **(Limited to 5 pages)**

Section 8 - Required Proposal Submittal Forms and Statements: This section of the proposal is where the following forms and statements will be located. Use the RFQ form template where provided.

- 1) Location **(form provided)**. Provide the Company/Firm's Office, and the residences of both the Project Manager and Project Engineer and identify whether these locations are within 75 miles of the City of Cocoa defined as City Hall, 65 Stone Street, Cocoa, Florida.
- 2) Affidavit of Existing or Prior Contracts with the City **(form provided)**
- 3) Affidavit of Other Applicable Mandatory Criteria **(form provided)**
- 4) Scrutinized Company Certification **(form provided)**
- 5) Drug Free Workplace Form **(form provided)**
- 6) Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions **(form provided)**
- 7) Non-Collusion/Lobbying Certification **(form provided)**
- 8) Organizational Information **(form provided)**
- 9) E-Verify Affidavit **(form provided)**
- 10) FEMA Rider **(form provided)**
- 11) Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement **(form provided)**
- 12) Business Reference List **(form provided)**

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

- 13) Standard Terms and Conditions/Special Condition Modification Requests (**Proposer provided letter detailing exceptions**)
- 14) Copy of business licenses
- 15) Certificates of Insurance (see RFQ terms 4.1-4.6)
- 16) If applicable, Minority Business Enterprise certification

These materials will not be counted against the submittal's total page limit provided that they are all collected under a separate tabbed section of the submittal and labeled 'Required Proposal Forms and Statements.'

Written Response to the RFQ: When compiling the responses, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals **should NOT be permanently bound**; do not use three ring binders; should allow flat storage; and sections should be compiled in the sequence list above. **The Maximum number of pages shall be 33 pages**, not including tabs/dividers and the "Required Proposal Submittal Forms and Statements" section.

9. RFQ TIMELINE

The City reserves the right to establish and change the schedule of the RFQ process at any time, with or without notice and without penalty. However, the **anticipated** schedule for this RFQ is as follows:

Solicitation Schedule		
STEP	STAGE	DATE
1	RFQ Published and Advertised	Wednesday, February 8, 2023
2	Deadline for Respondent Questions	Wednesday, March 1, 2023
3	Responses/Addendum Issued by City	Friday, March 10, 2023
4	RFQ Submission Deadline	Thursday, March 23, 2023
5	Advisory Selection Committee Short List Ranking and Selection for Presentations (if needed)	TBD
6	Presentations (if needed)	TBD
7	Final Ranking and Recommendation of Firms by Advisory Selection Committee	Wednesday, April 12, 2023
8	City Council consideration of ASC Recommendation and City Council's decision regarding Ranking and Selection for Contract Negotiations	Tuesday, April 25, 2023
9	Contract Award by Council if negotiations successful	Tuesday, May 23, 2023

10. PRESENTATIONS

In general, the City wishes to avoid the expense to the City and to Respondents of unnecessary oral presentations. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no top-ranked firms can be clearly identified by review of the written submittals alone, then the Advisory Selection Committee shall schedule three or more of the top ranked firms for presentations.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

If the City chooses to conduct oral presentations with one or more of the Respondents, the presentations will be held before the Advisory Selection Committee at a duly noticed meeting which may be open to the public. Minutes of the meeting will be prepared, and the meeting shall be tape recorded in accordance with s. 286.0113, Florida Statutes. The following general guidelines will be used during the presentations:

The City will establish the presentation schedule and Respondents will be notified at least seven (7) calendar days in advance of the date, time, and place of the presentations. Respondents are required to be available for the presentations and top members of the Respondent's team that will be working on and supervising the project are also expected to be present at the presentation and be available for questions.

The City will attempt to allot equal time for each Respondent divided into three sequential parts: (1) Introductory presentation by the Respondent (5 Minutes); (2) Questions and Answers between members of the ASC and the Respondent (10 Minutes); and (3) Brief closing remarks by the Respondent (5 Minutes). The time allotted for the presentation will be deemed the maximum time and no firm will be penalized for using less than the allotted time. The City reserves the right to go over the allotted time at any presentation to the extent that the Advisory Selection Committee deems it necessary to continue the question and answer period of the presentation related to Respondent's relevant qualifications and the criteria, and factors set forth in the RFQ.

Oral presentations will provide an opportunity for key members of the Respondent's team to demonstrate their, and their firm's, ability to communicate succinctly, efficiently, effectively, creatively, and economically about the requirements of this RFQ, and to demonstrate that their skills, qualifications, and character are compatible and consistent with the City's requirements and objectives set forth in this RFQ.

After the presentations, the Advisory Selection Committee will deliberate and prepare a recommended ranking of the qualifications of the Respondents that presented based on the written proposals and the presentations. The deliberations and recommendation may not occur at the presentation session, and will likely occur at a subsequently noticed meeting of the Advisory Selection Committee. The final ranking will be submitted to the City Council as a recommendation only. The City Council has the right to accept, reject, or modify the recommendation as it deems in the best interests of the City of Cocoa. The City Council will render, at its sole and absolute discretion, the final decision on the ranking received from the Advisory Selection Committee and make selection of Consultants for contract negotiations and the award of any and all Contracts, subject to successful contract negotiations, under this RFQ. The City Council's decision shall constitute the final decision of the City of Cocoa regarding this RFQ.

11. EVALUATION PROCEDURE AND CRITERIA

All responses will be subject to a review and evaluation process under the CCNA procedure set forth in the Florida Statutes. It is the intent of the City that all engineering firms and consultants responding to this RFQ who meet the requirements contained in this RFQ shall be ranked, at the City's sole and absolute discretion, in accordance with the criteria and factors established in these

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

documents. The City will consider all responsive and responsible responses received in its evaluation and award process.

Submittals will be scored and weighted using the evaluation rating range table and cumulative point system (the maximum attainable score is 100 points) as follows:

- 1- Firm's Qualifications (Section III) – 23 Points
- 2-Project Team's Qualifications (Section IV, VII) – 25 Points
- 3- Experience and Performance (Section V) – 25 Points
- 4- Project Approach (Section VI) – 10 Points
- 5- Location of Firms Office, Project Manager and Project Engineer (Section VIII) – 15 Points

The Project Manager, the Project Engineer, and their office should reside within 75 miles of the City of Cocoa City Hall. If any listed above are located outside of the 75-mile radius, then zero points will be awarded.

- 6- Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act. (2 pts)

The City may, at its discretion, seek clarification of any aspect of a Consultant's submittal. Selection shall be made of the Consultants that demonstrate capability while most closely meeting the City's needs according to the requirements of this RFQ and the evaluation criteria and factors designated herein. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful Respondents negotiating acceptable terms under a Consulting Professional Services Agreement. **While not part of the ranking part of the RFQ process, Consultants are hereby notified that should a Respondent be selected to negotiate a contract with the City, the City will be paying significant attention to cost of services being offered.** If the City pursues competitive negotiations with your firm and the City cannot agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm or firms until the City has awarded a contract or rejected all the proposals at its sole discretion.

While the City intends to enter into contracts with a minimum of the top two (2) most qualified Consultants, subject to successful negotiation of acceptable terms of a contract, the City reserves the right to supplement the number of selected Consultants and enter into further additional contracts should certain areas of requested engineering expertise either (1) not be offered at all by the top two most qualified Consultants; or (2) if there are not an adequate number of engineering firms offering certain areas of expertise, in the City's sole discretion and determination."

12. OTHER APPLICABLE MANDATORY CRITERIA

The following represent additional mandatory criteria (See Section IX Affidavit):

- 1) The firm is licensed to practice in Florida and said license is in good standing.
 - 2) The firm has no legal or professional conflict of interest with regard to any other work performed by the firm for the City of Cocoa or for any other person or entity or with respect to the scope of services required by this RFQ.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

- 3) The firm adheres to the instructions and requirements in this RFQ in preparing and submitting the response including, but not limited to the Anti-Lobbying provision.

EACH RESPONDENT SHALL BE REQUIRED TO ADDRESS THE OTHER APPLICABLE MANDATORY CRITERIA IN WRITING AS PART OF THE RFQ SUBMITTAL PACKAGE. IF ANY OF THE FACTORS OR CRITERIA IS NOT APPLICABLE, THE RESPONDENT IS INSTRUCTED TO WRITE "NOT APPLICABLE" AS AN ANSWER.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

RFQ SUBMITTAL ACKNOWLEDGEMENT



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

ISSUANCE DATE:
Wednesday, February 8, 2023

PROPOSALS MUST BE RECEIVED PRIOR TO:
Thursday, March 23, 2023, 3:00PM

PURCHASING DIVISION CONTACT:

Brian Dale
(321) 433-8833
purchasing@cocoafl.gov

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Vendor Name:	List of Deviations (if any) attached Yes___ No___
Address:	If submitting a "NO RESPONSE", state reason: _____
City, State, Zip:	_____
Primary Contact:	
Phone Number:	
E-Mail Address:	
FEIN Number:	

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

One (1) original (MARKED "ORIGINAL"), Three (3) paper copies and One (1) electronic copy on a USB drive of all responses and required attachments must be executed and submitted in a

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

sealed envelope. Respondent shall mark response envelope, **RFQ #Q-23-12-COC ENGINEERING SERVICES FOR DESIGN, PERMITTING, AND SERVICES DURING CONSTRUCTION FOR UTILITY CONVEYANCE SYSTEMS UPGRADES AND EXPANSION**. Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFQ proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFQ package to the City of Cocoa, and bind the Respondent to the terms and conditions of this RFQ. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFQ Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFQ submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFQ process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank Respondents to this RFQ.

The final ranking of the qualifications of all Respondents by the City does not guarantee that any of the highest ranked Respondents will be selected to perform the services required by this RFQ. The City, at its sole discretion, will initiate negotiations to enter into two or more written Contracts with selected Respondents pursuant to this RFQ and in accordance with the Consultants' Competitive Negotiation Act, s. 287.055, Florida Statutes. Said Contracts shall be approved separately by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful Respondent offering fair, competitive and reasonable prices for their services and the Respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFQ with any Respondent at any time, including after selection of certain Respondents for negotiation. Selected Respondents will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected Respondent until such time the written agreement is approved by the City Council at a public meeting and executed by the City and Respondent.

Respondent shall bear all costs associated with preparing and responding to this RFQ. The City of Cocoa will provide no compensation for such costs.

During the RFQ process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquiry about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFQ.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFQ which is set forth in Section I of this RFQ.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

Addendum Acknowledgements [List addenda number and date]:

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFQ AS IF SET FORTH ABOVE.

Authorized Signature	Date

Name of Respondent

Title

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

SECTION I – COVER LETTER

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

SECTION II – TABLE OF CONTENTS

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

SECTION III – FIRM’S QUALIFICATIONS

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

SECTION IV – PROJECT TEAM’S QUALIFICATIONS

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 1 of 3)**

Proposed Project Manager: Name: _____

1. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 2 of 3)**

Proposed Project Manager: Name: _____

2. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 3 of 3)**

Proposed Project Manager: Name: _____

3. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 1 of 3)**

Proposed Project Engineer: Name: _____

1. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 2 of 3)**

Proposed Project Engineer: Name: _____

2. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 3 of 3)**

Proposed Project Engineer: Name: _____

3. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

SECTION V - PROJECT EXPERIENCE

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 1 of 5)**

1. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 2 of 5)**

2. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 3 of 5)**

3. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 4 of 5)**

4. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 5 of 5)**

5. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

SECTION VI – PROJECT APPROACH

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

SECTION VII – RESUMES

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

SECTION VIII – OTHER REQUIRED FORMS

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

BUSINESS REFERENCE LIST

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last ten (10) years, engineering services similar to the scope of services required by this RFQ.

1. Company Name _____
Contact Name and Title _____
Address _____
Phone Number _____
Duration of Contract or business relationship _____

2. Company Name _____
Contact Name and Title _____
Address _____
Phone Number _____
Duration of Contract or business relationship _____

3. Name _____
Contact Name and Title _____
Address _____
Phone Number _____
Duration of Contract or business relationship _____

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

**AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND
PROJECT ENGINEER**

(PAGE 1 OF 2)

Proposers shall complete and submit the information below to clearly identify the location of the Project Manager and Project Engineer designated in the organizational chart required in Section III RFQ Submittal Requirements. All proposers shall complete and sign the pages of this form concerning location. **NOTE THE AFFIDAVIT/ NOTARIZATION REQUIREMENT (page 2).**

1. Current domicile of Project Manager:

Name	_____
Address	_____
City, State, Zip	_____
County	_____
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ☐ Yes ☐ No	

2. Current domicile of Project Engineer:

Name	_____
Address	_____
City, State, Zip	_____
County	_____
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ☐ Yes ☐ No	

3. Firm's Office Location:

Company	_____
Address	_____
City, State, Zip	_____
County	_____
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ☐ Yes ☐ No	

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT
ENGINEER**

(PAGE 2 OF 2)

AFFIDAVIT

Under penalties of perjury, I swear that the preceding location information is true and correct. I also acknowledge that any material misrepresentation will be grounds for terminating for default any Contract, which may have been awarded due in whole or part to such misrepresentation. I also understand that false statements may result in criminal prosecution for a felony of the third degree per Section 92.525(3), Florida Statutes.

_____ Authorized Signatory	_____ Name of Proposer
_____ Typed or Printed Full Name	_____ Date
_____ Title	

On this _____ day of _____, 20__, before me appeared (name)_____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm)_____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires _____

(seal)

Date _____

State of _____

County of _____

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

AFFIDAVIT OF EXISTING AND PRIOR CONTRACTS WITH THE CITY OF
COCOA

STATE OF _____

CITY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.

2.I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3.I currently serve in the position of _____ for _____ (hereinafter “Respondent”) and have been employed by Respondent since _____.

4.I am familiar with one of the factors in the Consultants Competitive Negotiations Act (“CCNA”; section 287.055, Florida Statutes) that requires the City of Cocoa to generally consider the volume of work previously awarded each firm by the City of Cocoa when awarding new Contracts under the CCNA with the object of effecting an equitable distribution of Contracts among qualified firms, provided the distribution does not violate the principle of selection of the most highly qualified firm; and

5. I am familiar with the client base and the various Contracts for services entered into by Respondent, and have knowledge of whether or not there are any existing and/or prior Contracts within the past three (3) years between the City of Cocoa, Florida and Respondent.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

6. Based on my knowledge indicated in paragraph 5 of this Affidavit, there currently exist the following Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT

AMOUNT PAID

7. Based on my knowledge indicated in paragraph 5 of this Affidavit, there were the following prior Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa within the previous three (3) years from the date of this Affidavit, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT

AMOUNT PAID

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FURTHER AFFIANT SAYETH NAUGHT.

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of (____) physical presence or (____) online notarization, this ____ day of _____, 20__ by _____ [] who is personally known to me, or [] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20__.

NOTARY PUBLIC
Print Name:

My Commission Expires:

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**AFFIDAVIT OF OTHER APPLICABLE MANDATORY
CRITERIA**

STATE OF _____

CITY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.
2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.
3. I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.
4. I am familiar with the current professional licensing status of Respondent.
5. I have assisted in preparing the Respondent's response to the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion and I am familiar with the contents of said response.
6. I am also familiar with the other applicable mandatory criteria listed in sections 6 and 7 of the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; and
7. Based on my personal knowledge and belief, I state as follows:
 - a. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

- b. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person or entity, or with respect to the scope of services required by the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; and
- c. The Respondent adhered to the instructions set forth in the City of Cocoa Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of (____) physical presence or (____) online notarization, this ____ day of _____, 20__ by _____ [] who is personally known to me, or [] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this ____ day of _____, 20__.

NOTARY PUBLIC
Print Name:

My Commission Expires:

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

Scrutinized Company Certification

This certification is required pursuant to Sections 287.135, 287.012 and 215.473, Florida Statutes.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. [215.4725](#), or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. [215.473](#); or
 - 2. Is engaged in business operations in Cuba or Syria.

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

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engaged in business operations in Cuba or Syria; or on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on any of the Scrutinized Company Lists above or becomes engaged in business operations in Cuba or Syria, or becomes engaged in a boycott of Israel.
- d. The Vendor understands that any contract with an agency or local governmental entity for goods or services of \$1 million or more entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Any contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

(Authorized Signature)

(Printed Name and Title)

(Name of Vendor)

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (____) physical presence or (____) online notarization, this ____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as _____ (title) of _____ (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature) State of _____ at Large (Seal)

(Print Name) My commission expires: _____

Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a Contract with an agency or local government entity for goods or services of \$1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:

Sudan:

1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:

1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:

<http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx>
[x](#) then click on the "Other Links" to the List

or

<http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409>

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the RFQ response.

IDENTICAL TIE PROPOSALS: Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

AUTHORIZED SIGNATORY

Typed Name of Signatory

Title

Date

Witness Signature

Typed Name of Witness

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

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

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
 - b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

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

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

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

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

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

Instructions for Certification (B)

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

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

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

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

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

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

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

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

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

Applicant:		Date:
Signature of Authorized Certifying Official:		Title:

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

Non-Collusion/Lobbying Certification

This statement is submitted with Proposal by:

_____ whose business address is _____
[Name of entity submitting sworn statement]

_____ and its Federal Employer Identification Number (FEIN) is _____.

My name is _____ and my relationship to the above is _____.
[Please print name of individual signing]

A. NON-COLLUSION PROVISION CERTIFICATION.

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B. LOBBYING CERTIFICATION.

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member or Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in, **Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.

AUTHORIZED SIGNATORY

Typed Name of SIGNATORY

Title

Date

Witness Signature

Typed Name of Witness

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

Organizational Information

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

- A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
- B. A copy of a resolution listing the members of staff as authorized signatories for the company.
- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D. or Social Security Number					

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "H", Organizational Information**, is truthful and correct at the time of submission.

Respondant/Contractor_Name:

Mailing_Address:

Telephone_Number: _____ E-mail Address: _____

FEIN: _____ DUNS: _____ CAGE Code: _____ As issued through www.sam.gov

Authorized SignatoryPrinted Name

Title_____

Date_____

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

E-Verify Contractor Affidavit

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) , a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal] Notary Public

Name typed, printed, or stamped

My Commission Expires: _____

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

FEMA RIDER

FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA

GRANTEES AND SUBGRANTEES

1. *Equal Employment Opportunity*

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: <https://www.dol.gov/agencies/whd/government-contracts/construction>. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland “Anti-Kickback” Act*

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. *Compliance with the Contract Work Hours and Safety Standards Act*

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

~~5. Rights to Inventions Made Under a Contract or Agreement Not Applicable~~

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

- c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

- a. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- b. Prohibitions.
 - i. Section 889(b) of the John S. McCain National Defense Authorization Act

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

- i. This clause does not prohibit contractors from providing—
 1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 1. Covered telecommunications equipment or services that:
 - a. Are *not used* as a substantial or essential component of any system; *and*
 - b. Are *not used* as critical technology of any system.
 2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

- i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - 1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - 2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

- a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
 - i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

(1)The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2)The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3)The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1.No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

18. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. ~~Copyright and Data Rights~~– **Not applicable**

~~The Contractor grants to the CITY OF COCOA a paid up, royalty free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography,~~

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

~~pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

Authorized Signature

Date

Name of Respondent

Title

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

**Flow down of Terms and Conditions from the Federal
Regulations and/or Grant Agreement**

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

- A. The subcontractor is bound by the terms of this Agreement;
- B. The subcontractor is bound by all applicable state and federal laws and regulations; and
- C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the FEMA RIDER, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Respondant.

Respondant/Contractor_Name:

Mailing_Address:

Telephone_Number: _____ E-mail Address: _____

FEIN: _____ DUNS: _____ CAGE Code: _____ As issued through www.sam.gov

Authorized Signature

Date

Name of Respondent

Title



Purchasing

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8833

EMAIL: PURCHASING@COCOAFL.ORG

March 6, 2023

Addendum 1

To the Contract Documents and Specifications:
RFQ # Q-23-12-COC

Engineering Services for Design, Permitting and Services During Construction for
Utility Conveyance Systems Upgrades and Expansion

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

A. This addendum includes and addresses the following questions:

- A.1.Regarding Project Type C – Condition assessment is a common component of an overall system master plan in which the assessment is done in the early stages of the contract. If the condition assessment work is complete but the contract (future planning scenarios and 20-yr capital improvement plan development) is still on-going , can this be used as a similar project as the work related to Project Type C is complete? The whole project needs to be completed not just a portion.
- A.2.For the project examples, can they include projects whereby the design and permitting are complete, but construction has not commenced or is not complete? If we are just reviewing their work product related to design and permitting that is acceptable. But for engineering construction services the entire construction portion of the project would also need to be complete.
- A.3.In regard to Number 8, Sections 4 and 5, are firms permitted to use projects for Forms A, B, and C that were performed for the City of Cocoa? Experience with the City of Cocoa is acceptable.
- A.4.Will the awarded Firm have an opportunity to review and provide exceptions for negotiations, if any, to the contract terms and conditions? Yes, final agreement

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will be negotiated. If there are any known deviations at this time include them on a separate sheet as part of section eight. See RFQ page 17 (section 8, 13).

B. All other Bidding/Contract Documents and Specifications remain unchanged.

Should there be additional questions or clarification needed please contact the Purchasing and Contracts Division at purchasing@cocoaf1.org.

Brian Dale
Purchasing Manger
City of Cocoa

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

Engineering Services For

DESIGN, PERMITTING AND SERVICES DURING CONSTRUCTION FOR UTILITY CONVEYANCE SYSTEMS UPGRADES AND EXPANSION



RFQ # Q-23-12-COC

SUBMITTED TO:

CITY OF COCOA

65 Stone Street | Cocoa, Florida 32922
321.433-8833

SUBMITTED BY:

MCKIM & CREED

139 Executive Circle Suite 201
Daytona Beach, Florida 32114
386.274.2828 | mckimcreed.com



CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

RFQ SUBMITTAL ACKNOWLEDGEMENT



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

ISSUANCE DATE:
Wednesday, February 8, 2023

PROPOSALS MUST BE RECEIVED PRIOR TO:
Thursday, March 23, 2023, 3:00PM

PURCHASING DIVISION CONTACT:

Brian Dale
(321) 433-8833
purchasing@cocoafll.gov

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Vendor Name: McKim & Creed Inc.	List of Deviations (if any) attached Yes ___ No <u>X</u>
Address: 139 Executive Circle Suite 201	If submitting a "NO RESPONSE", state reason: <u>N/A</u>
City, State, Zip: Daytona Beach, FL 32114-7102	
Primary Contact: Charles Hill, PE Senior Project Manager	
Phone Number: 601.624.0017	
E-Mail Address: chill@mckimcreed.com	
FEIN Number: 56-2136769	

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

One (1) original (MARKED "ORIGINAL"), Three (3) paper copies and One (1) electronic copy on a USB drive of all responses and required attachments must be executed and submitted in a

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

Addendum Acknowledgements [List addenda number and date]:

Addendum 1 | March 6, 2023

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFQ AS IF SET FORTH ABOVE.



Authorized Signature

3/21/23

Date

Robert Garland, PE, DBIA, ENV, SP

Name of Respondent

Vice President

Title

March 23, 2023

Mr. Brian Dale
Purchasing Manager,
Purchasing & Contracts Division
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

RE: CITY OF COCOA REQUEST FOR QUALIFICATIONS Q-23-12-COC | Engineering Services for Design, Permitting, and Services During Construction for Utility Conveyance Systems Upgrades and Expansion

Dear Mr. Dale and Members of the Selection Committee:

The City of Cocoa (City) will benefit from partnering with a local, multidisciplinary engineering firm that has demonstrated experience providing diverse assignments under similar professional services agreements. The City recognizes that selecting a team with key members capable of providing design, permitting, and construction phase services for multiple project types will bring added value to the contract.

McKim & Creed has completed over 2,000 assignments on 60 current professional services contracts across the state and will leverage lessons learned – and success stories – to deliver practical and resilient solutions that achieve your short-term operational needs while providing the flexibility to meet your long-term planning goals.

Charles Hill, PE will serve as your project manager. As the attached proposal demonstrates, he has successfully completed projects for all five (5) project types anticipated under this contract. Charles has contractual authority for our firm and will be able to immediately adjust resources to correct real or perceived schedule slippages or to absorb expedited schedules for critical assignments.

Scott Smith, PE has been proposed as the Lead Engineer and also has diverse experience in all 5 project types. He is a proficient hydraulic modeler and will ensure that recommendations for pipeline, lift station, and pump station improvement projects are sized to optimize operational performance, minimize energy costs, and to meet future growth needs.

Charles and Scott are both assigned to our Daytona Beach office and reside within 75 miles of City Hall. This will enable them to be responsive on routine assignments and to be readily available during times of emergency.

Our proposed project manager and lead engineer will be supported by five (5) technical leaders, each recognized as subject matter experts by their peers. This will allow our team to address any unique planning, design, permitting, or construction issues in a timely and cost effective manner. The technical leaders will also serve as technical advisors to the City to resolve unforeseen operational issues within the collection or distribution systems or to provide assistance during times of emergencies to minimize system downtimes and protect the environment.

The influent pump station at the City of Clearwater's Marshall Street WWTP failed during Hurricane Hermine. Our team mobilized when conditions were safe, performed a condition assessment, and developed an interim solution to bring the pump station back online and minimize overflows. Our team designed and supervised the construction of a 25 mgd temporary bypass pumping system, with back-up generator and controls, and had the system operational within 3 days of the Hurricane. The interim system was in operation for 12 months while the fast-tracked design, procurement, and construction of the permanent facility were completed.

All major engineering disciplines anticipated under this contract will be provided in-house. The ability of Charles to control resources will protect project schedules and budgets, while enhancing the quality of the deliverables.

**INDUSTRY
RANKINGS**



#26 Overall Design Firm in the Southeast



TOP 130 Environmental Firm in the U.S.



TOP 150 Design Firm (top 250 since 1992)

Rankings per Engineering News-Record (ENR)



In addition to typical engineering services, our firm also provides the following unique operational support and field investigation services in-house that will bring even further value to the City:

Instrumentation and Controls (SCADA)

McKim & Creed's team includes experienced programmers/engineers for SCADA, PLC, and telemetry systems; as well as system troubleshooting specialists to enhance system communications and optimize network operations. A snapshot of our services includes:

- ▶ Master Planning
- ▶ Standards Development
- ▶ Disaster Recovery
- ▶ PLC/SCADA Programming
- ▶ Testing/Startup
- ▶ Troubleshooting
- ▶ O&M Manual Preparation
- ▶ Training

Our ability to perform design and programming services will bring added value to the City.

Water Loss Management

McKim & Creed can provide real-time monitoring to detect and analyze water distribution systems to reduce non-revenue water and improve operational performance. Our in-house field crews evaluate the integrity of water distribution systems by locating and pinpointing leaks. We also use predictive analysis tools to predict future leaks, which can serve as the basis of a condition assessment and asset management program for potable water systems or complement an existing program.

Renewal and Replacement

Our renewal and replacement (R&R) specialists can assess your wastewater collection system's aging assets and develop a program to methodically prioritize system improvements. Typical in-house services include:

- ▶ Inflow/Infiltration (I&I) Analysis
- ▶ Smoke & Dye Testing
- ▶ Flow Monitoring
- ▶ CCTV Pipeline Inspections
- ▶ Repair & Rehabilitation Design
- ▶ Sewer System Evaluation Surveys (SSES)

The City will benefit from a partner that understands the full range of available construction and rehabilitation options to provide neighborhood and cost effective solutions.

We look forward to partnering with the City on this contract and serving as financial and environmental stewards for your customers. Attached for your reference is our response to your Request for Qualifications and the required proposal submittal forms and statements.

Sincerely,

McKim & Creed, Inc.



Robert Garland, PE, DBIA, ENV SP
Vice President

McKim & Creed, Inc.



Charles Hill, PE
Regional Manager

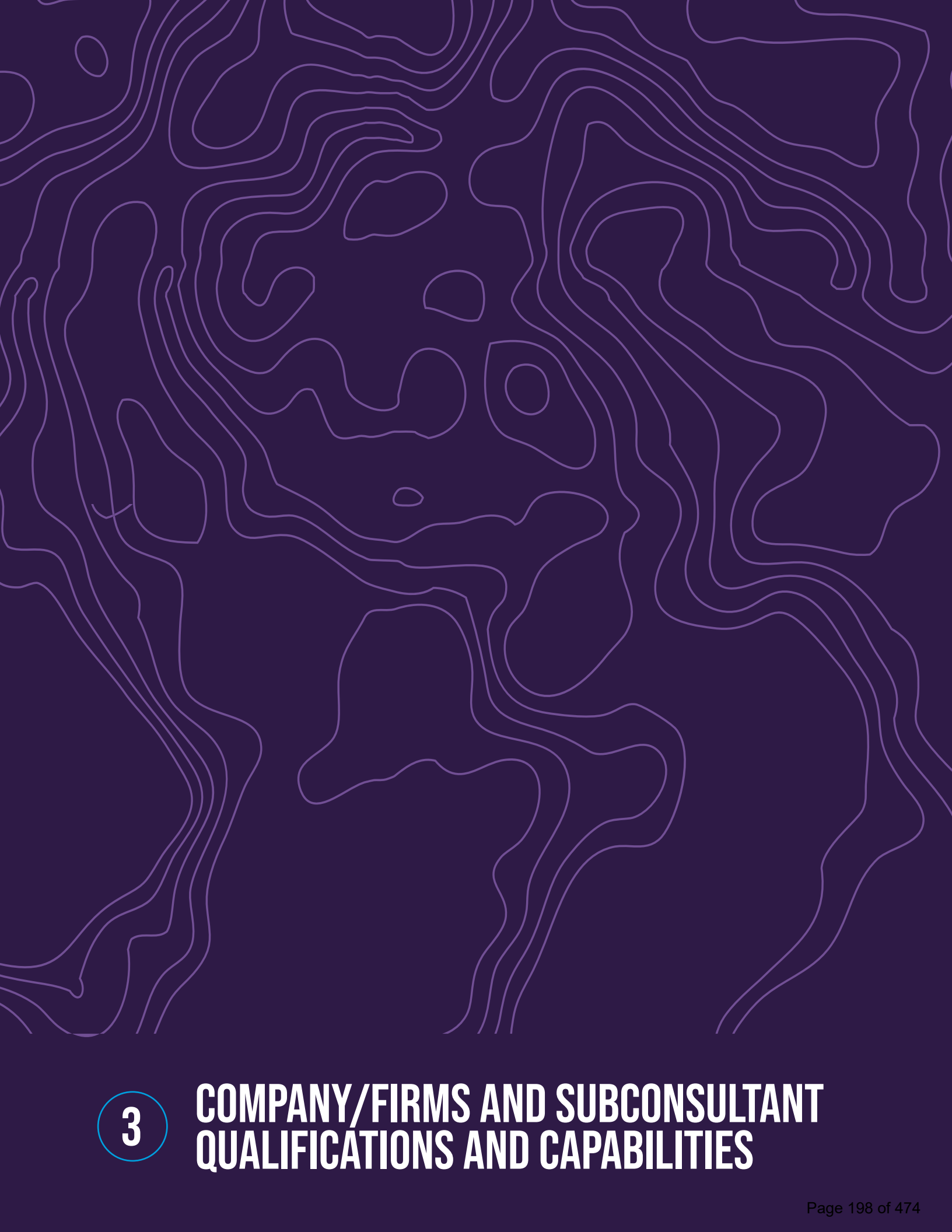




Table of

CONTENTS

1.	Cover Letter	01
2.	Table of Contents	03
3.	Company/Firms and Subconsultant Qualifications and Capabilities	04
4.	Project Team Qualifications and Experience	08
5.	Past and Present Experience and Performance on Projects	16
6.	Project Approach	22
7.	Resumes	25
8.	Required Proposal Submittal Forms and Statements	30

The background of the page is a dark purple color with a white line pattern that resembles a topographic map or contour lines. The lines are irregular and wavy, creating a complex, organic texture across the entire surface.

3

COMPANY/FIRMS AND SUBCONSULTANT QUALIFICATIONS AND CAPABILITIES



3 Qualifications & Capabilities

FIRM HISTORY

McKim & Creed has long been established on the East Coast of Florida since its acquisition of Briley Wild & Associates in 1992. Through that lineage, we have been providing professional utility and civil engineering services for over 60 years. It is our rich history of relevant experience, and an understanding of the area's unique coastal environment, that make our team uniquely qualified to meet the City of Cocoa's goals and contract needs.

As an employee-owned company in operation since 1978, our more than 800 employees located in 30 offices throughout the U.S. bring dedication and passion to solving problems and making a positive impact. McKim & Creed has been regularly providing continuing engineering services to clients on the East Coast of Florida and will provide the City the same level of service and attention regardless of the size of the assignment. Our relationships with area municipalities such as the City of Ormond Beach, City of Daytona Beach and Volusia County have been ongoing for decades.

SIMILAR SIZE CONTINUING SERVICE CONTRACTS

The City expects a partner that has demonstrated experience delivering diverse projects. A firm that can provide the broad range of services in-house will enhance quality, reduce costs, and maintain schedules.

McKim & Creed has been providing general engineering and consulting services to public agencies for over 60 years. Many of our projects were performed to support Florida municipalities and were delivered under continuing services contracts and included services anticipated under this contract. McKim & Creed holds more than 60 continuing services contracts throughout Florida and understands

how to provide quality, cost-effective, and responsive services for a broad range of project types.

The City can expect our team to deliver the same level of detail, assurance of quality and commitment on all assignments under this contract, regardless of size, to meet the objectives of all stakeholders. Our firm – and proposed team members – are experienced providing the range of services anticipated under this contract. The below list provides a snapshot of our in-house firm's capabilities, and the following narrative demonstrates our ability to meet the requirements of this RFQ and documents our experience on similar general engineering contracts – contracts managed and performed by the team members proposed for this contract.

In-House Services

WATER

- ✓ Water Supply Wells/Mains
- ✓ Water Distribution
- ✓ Water Storage
- ✓ Lift/Pump Stations
- ✓ Wastewater Collection
- ✓ Wastewater/Reclaimed Water Distribution
- ✓ Reclaimed Water Storage

SCADA

- ✓ I&C/SCADA/Electrical

SURVEY & SUE

- ✓ Traditional Surveying
- ✓ Mobile LiDAR/Scanning

AVAILABLE RESOURCES

Our team has the availability to complete projects assigned under this contract. Because of our highly skilled work force, staff availability can be readily managed to meet the project requirements. In the event of a need to increase productivity, we have an exceptional work-share program that will allow us to surge staff assignments to meet the City's needs. The current and projected workloads of our key personnel were carefully considered when assembling the team. The key personnel proposed are all available to perform on this contract, as demonstrated by **Table 3.1** below.

Of course, availability can be increased by redistributing workload among staff to accommodate any special project needs the City may have or any emergencies that may arise. We perform workload projections weekly; these projections include an evaluation of current project backlogs, projects under negotiation and opportunities being pursued ensuring projects start on track and on-time.

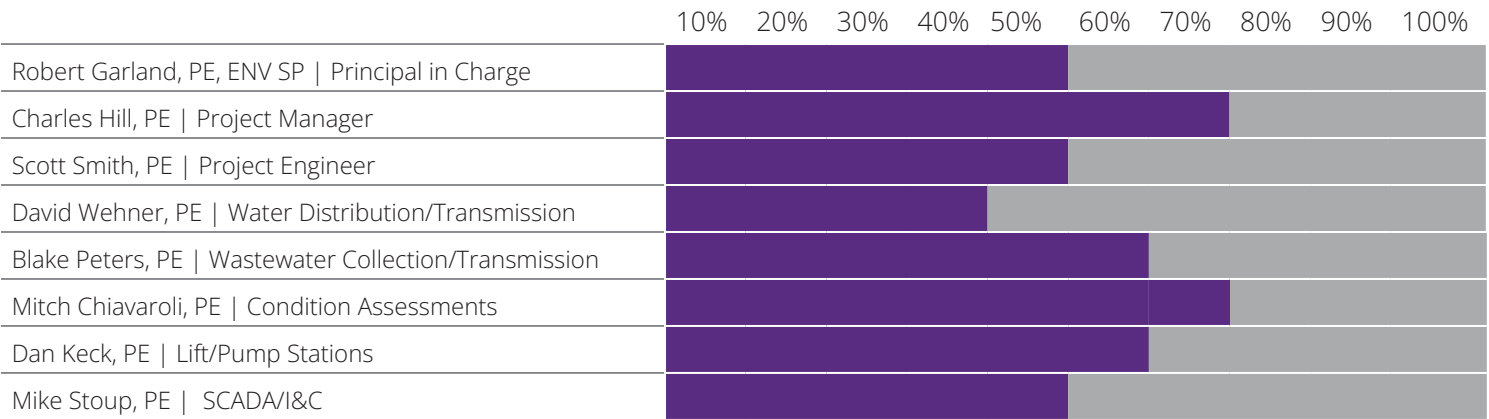


Table 3.1 | Availability of Key Personnel/Team Leaders for Duration of Project *PURPLE BAR - Represents Time Available

Once selected, Mr. Hill and Mr. Smith can be dedicated 100% to the City, or as needed, to partner with your staff.



PROJECT MANAGER

Charles Hill, PE, BCEE
Currently 75% Available



PROJECT ENGINEER

Scott Smith, PE
Currently 50% Available

1 RESPONSIVENESS OF PRIME FIRM

At McKim & Creed, we pride ourselves on responsive and dependable service. We understand this is the area where the difference between consulting firms is typically seen by our clients. It's one thing to say we will provide great service; it's an entirely different thing to show you. Below is a matrix which demonstrates our ability to responsively perform the services requested in the RFQ for similar general engineering contracts in the State of Florida.



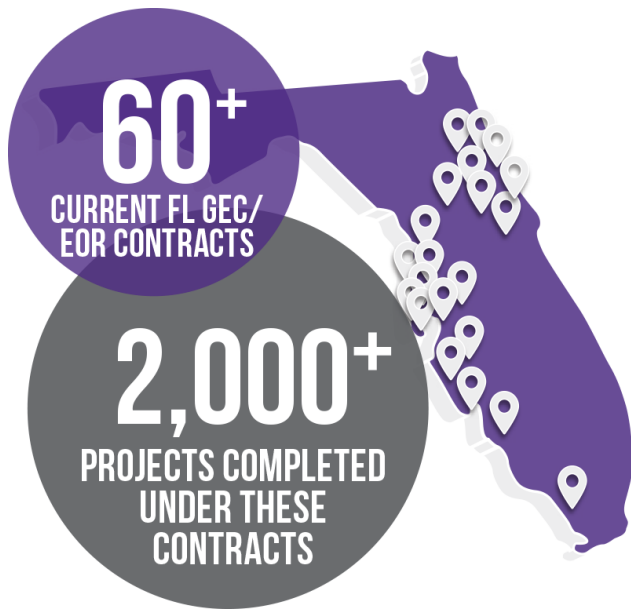
ROBERT GARLAND
our proposed PIC, serves as our firms Regional Manager and controls the resources across our 10 Florida offices. This will ensure that resources will be available to support your projects, to absorb expedited schedules, or mobilize during times of emergencies.

Table 3.2 | Client Responsiveness

Project Types	Clients				
	ORMOND BEACH	DAYTONA BEACH	PALMS COAST	MANATEE COUNTY	ST. PETERSBURG
Project Type A <i>Potable water distribution pipeline project</i>	●	●	●	●	●
Project Type B <i>Potable Water transmission pipeline project</i>	●	●	●	●	●
Project Type C <i>Condition assessment.</i>	●	●	●	●	●
Project Type D <i>Wastewater collection or transmission pipeline project</i>	●	●	●	●	●
Project Type E <i>Wastewater lift station or water pump station project</i>	●	●	●	●	●

2 FINANCIAL RESOURCES

Founded in 1978, McKim & Creed has experienced continued growth and financial soundness since its inception and remains an employee-owned corporation. McKim & Creed enjoys a strong relationship with its banking partner, First National Bank. This fiscal strength has facilitated acquisitions of four professional service firms over the last five years. This financial stability is further recognized within our industry and McKim & Creed consistently ranks as one of the top Engineering News-Record (ENR) 500 design firms and top 200 environmental firms in the United States. Public Works magazine ranked McKim & Creed as one of the top 50 AEC firms in the United States, and Southeast Construction named the firm as one of the top 75 AE firms in North Carolina, South Carolina, and Florida.



4 FIRM VALUES

Studies indicate that company performance improves when employee ownership is combined with highly participative management styles. Our firm established an Employee Stock Ownership Plan (ESOP) in 2004 which makes the employees of our firm owners of the firm. Employee ownership encourages each employee to achieve our mission of “being responsive to our clients at all times” and to deliver our vision of being a firm of “people helping people.” **Taking care of the communities where we live and work creates a sense of pride purpose, and the ESOP inspires each of us to be active owners of the firm.**

5 COMPLIANCE WITH LAWS AND ORDINANCES

McKim & Creed complies with laws and ordinances from city, state and federal agencies on all of our projects. In addition, we keep our eyes on pending and proposed legislation to ensure our designs are flexible and provide our clients the ability to meet tomorrow's regulatory changes. While we ensure that our projects meet current regulatory requirements, we also work with our clients to provide long-term resiliency and sustainability.



First National Bank

501 Fayetteville Street, 7th Floor, Raleigh NC 27601

RE: Bank Reference for McKim & Creed, Inc

To whom it may concern,

McKim & Creed, Inc has been a customer of First National Bank of PA since April 2014. They have maintained a number of accounts with the bank and have been in good standing throughout this period. If you should have any questions or if I can help in any way, please don't hesitate to give me a call.

Sincerely,

John McGeary
Senior Vice President
First National Bank of PA
Phone: (919)659-9065

3 SIMILAR CONTRACT EXPERIENCE

McKim & Creed has a long-standing history of providing continuing service contracts in the State of Florida and throughout the Southeastern United States. We have served many of these clients for decades and have completed over 2,000 projects under similar contracts.

In addition to our history completing assignments under similar contracts, we have an outstanding record of success on projects with tight schedules being completed on time and within budget. Our team has thrived on projects with compact schedules and has produced clear and concise sets of design documents within budget, which in addition to construction services, have contributed to saving our clients a significant amount of time and money.

“Work assignments delivered by McKim & Creed over the last 20 years were completed on time and within budget - with only a few exceptions.”

MARK SIMPSON
MANATEE COUNTY

6 LITIGATION

McKim & Creed is currently (and has been over the past 5 years) involved in a limited number of legal claims. McKim & Creed is confident in its ability to successfully defend, or settle on favorable terms, all such outstanding claims. Furthermore, for the protection of McKim & Creed and its clients, McKim & Creed always maintains a comprehensive insurance program which includes professional liability, workers' compensation, comprehensive general liability, automobile and umbrella policies, with limits sufficient to cover the defense and payment of all outstanding claims against McKim & Creed. In the opinion of McKim & Creed's management, no claim or lawsuit currently pending against McKim & Creed will impact McKim & Creed's ability to perform this project.

Pending or Prior Litigation Within the Past Five Years

- Onslow Water and Sewer Authority v. McKim & Creed - Claim based on improper equipment being installed by contractor - 2017 - Dismissed in 2018

- Clearwater Bay Condominium Association v. Centex Homes et al; 2018-CP-26-01734, County of Horry, South Carolina - Fourth Party lawsuit - Dismissed in 2021
- Smith v. Pulte Home Corporation; 19-CVS-9011, County of Mecklenburg, North Carolina- Dismissed in 2021
- Jax Dirtworks v. McKim & Creed; CA21-0524, Johns County, Florida - Active - Settled in 2022
- SCP-EW River Place, LLC and Faulconer Construction Co. v. Cape Fear Public Utilities Authority et al. - Active - Filed in 2021 alleging breach of contract and negligence in the design of a sanitary sewer line

7 CERTIFIED MINORITY BUSINESS ENTERPRISE

McKim & Creed is not a Certified Minority Enterprise, however we are committed to including Certified Minority Enterprise firms on our team and look for opportunities for MBE participation during construction.



Subconsultants who support the design process will work seamlessly with the rest of the McKim & Creed team and the City fostered by the same focus on productive communication. We work with sub-consultants in true partnership, ensuring that all team members have the same access to information, direction and resources necessary to ensure the success of each project.

SPECIALTY SUBCONSULTANTS

Our multi-disciplinary team will be able to provide the majority of the planning, permitting, design, and construction tasks in-house. This will enhance the quality of our deliverables and protect the project's schedule and budget.

However, we have added specialty subconsultants to our team to complement our in-house services and to resolve any unique challenges that may arise in a timely cost-effective manner.

SUB-CONSULTANTS

In order to round out our team and provide the City with resources for any need that might arise, we hand selected the following firms.

Angie Brewer & Associates GRANT / FUNDING



ABA offers more 22 years of experience with local governments across Florida ensuring they receive funding they need for their community. During this time, ABA has been involved with over \$6 Billion in project funding and is experienced in all phases of funding including project funding coordination, preparation of grant and loan applications, review of grant and loan agreements, public relations, project management, and project closeout/audit.

Universal Engineering Sciences, Inc. GEOTECHNICAL



UES is a privately held, rapidly growing engineering and consulting firm with nearly six decades of experience in geotechnical engineering, and, construction materials testing. Universal has supported our team on challenging utility expansion and improvement projects in Brevard County and throughout Florida. Their knowledge of local subsurface conditions will bring another level of risk management to this contract.

Biological Consulting Services, Inc. ENVIRONMENTAL



Since its establishment in July 1990, Biological Consulting Services has been providing environmental consulting to its clients in local and surrounding counties. With such a local experience, Biological Consulting Services is able to provide sound solutions regarding environmental issues and anticipate problems before they arise.

Biological Consulting Services assists clients through the environmental permitting process through wetlands and protected species identification, environmental report preparation, and assistance with compliance after permit issuance.



4

**PROJECT TEAM QUALIFICATIONS
AND EXPERIENCE**

4 Project Team Qualifications & Experience

The City recognizes the benefit of selecting a team that is managed and staffed with key members capable of providing design, permitting, and construction phase services for multiple project types.

Charles Hill, PE will serve as your project manager. He has successfully completed projects for all five (5) project types anticipated under this contract and has diverse planning, permitting, design, and construction experience.

Scott Smith, PE has been selected as the Project Engineer and also has diverse experience in all 5 project types. He is a proficient hydraulic modeler and will ensure that recommendations for pipeline, lift station, and pump station improvement projects are sized to meet future growth needs.

Refer to Forms A and B, respectively, for representative projects demonstrating their diverse experience across multiple project types.

Charles and Scott will be supported by five (5) technical leaders, each recognized as subject matter experts by their peers. Refer to the **organization chart on Page 9** for our proposed team. Our in-house, multidisciplinary team is cross-trained to provide multiple services which leads to timely and responsive deliverables.

Our firm – and proposed team members – are experienced providing the wide range of services anticipated under this contract. **Table 4.1** provides a snapshot of the diverse capabilities of our key team members, the ability to meet the requirements of this RFQ, and our firm’s demonstrated experience on similar general engineering contracts – contracts managed and performed by the team members proposed for this contract.



Table 4.1 | Staff Experience Overview Matrix

KEY TEAM MEMBERS	PROJECT TYPE					KEY SERVICES PROVIDED							
	Potable Water Distribution Pipeline	Potable Water Transmission Pipeline	Condition Assessment	Wastewater Collection or transmission Pipeline	Wastewater Lift Station or Water Pump Station	Route/Alignment Studies	Hydraulic Modeling	Stakeholder Engagement	SCADA/I&C/Electrical	Grant/Funding Assistance	Design Services	Bidding Services	Construction Services
Charles Hill, PE, BCEE <i>Senior Project Manager</i>	●	●	●	●	●	●		●		●	●	●	●
Scott Smith, PE <i>Project Engineer</i>	●	●	●	●	●	●	●				●	●	●
David Wehner, PE <i>Water Distribution/Transmission</i>	●	●	●	●	●	●	●	●		●	●	●	●
Blake Peters, PE, PACP <i>Wastewater Collection/Transmission</i>	●	●	●	●	●	●	●	●	●	●	●	●	●
Mitch Chiavaroli, PE <i>Condition Assemssments</i>	●	●	●	●	●	●		●		●	●	●	●
Dan Keck, PE <i>Lift/Pump Station</i>	●	●	●	●	●	●	●	●	●	●	●	●	●
Mike Stoup, PE <i>SCADA / I&C</i>			●		●				●		●	●	●

ORGANIZATIONAL CHART

City of Cocoa

Engineering Services for design, permitting and services during construction for utility conveyance systems upgrades and expansion

RFP # Q-23-12-COC



PRINCIPAL-IN-CHARGE

Robert Garland, PE, ENV SP, DBIA



PROJECT MANAGER

Charles Hill, PE, BCEE



PROJECT ENGINEER

Scott Smith, PE

TECHNICAL LEADERS



WATER DISTRIBUTION/TRANSMISSION

David Wehner, PE



WASTEWATER COLLECTION/TRANSMISSION

Blake Peters, PE, PACP



CONDITION ASSESSMENTS

Mitch Chiavaroli, PE



LIFT/PUMP STATION

Dan Keck, PE



SCADA/ I&C

Mike Stoup, PE

SUPPORT SERVICES

Structural

Emmett Anderson, PE

Electrical

Aubrey Haudricourt, PE

Hydraulic Modeling

Chase Dickinson, PE

Water Quality Modeling

Phil Locke, PE

Permitting

Omar Khan, PE

Resiliency

David Ardman, ENV, SP

Water Loss / Leak Detection

Barry Hales

Sewer R&R

Derrick Holderman

I&C

Eric Brown

Master Planning

Mike Nixon, PE

Surveying

Chris Bosshart, PLS

Subsurface Utility Exploration

Bill Wudte

Cost Estimating

Scott Spooner

Stakeholder Engagement

Robert Garland
PE, ENV, SP, DBIA

Construction Administration

Diane Achinelli

Site/Civil

Tracey Webb, PE

SUBCONSULTANTS

Environmental

Joe Young, PM
Biological Consulting Services, Inc

Grant / Funding

Mark Brewer
Angie Brewer & Associates

Geotechnical

Brian Pohl, PM
Universal Engineering Sciences, Inc.



1 FORTIFICATION STREET IMPROVEMENTS (SHORT FARISH ST. TO GREYMONT AVENUE) PROJECT NO. STP-7285-00(002)
CITY OF JACKSON, MS



PROJECT MANAGER
Charles Hill, PE, BCEE

PROJECT TYPE A: Potable water distribution pipeline project.

PROJECT TYPE D: Wastewater collection or transmission pipeline project.

Project Manager for the water and sewer improvement portions of Fortification Street reconstruction between Farish Street and Greymont Avenue. The Project included over 3,000 linear feet of new 16-inch distribution water main and over 5,000 linear feet of 20- and 24-inch ductile iron potable water transmission piping. The sewer improvements included over 6,500 L.F. of 6-inch, 8-inch, 10- inch and 12-inch CIPP sanitary sewer pipe rehabilitation, removal and replacement of 8-inch and 10-inch sanitary sewer, new manholes and structural lining of manholes by cured in place manhole liner.

PROJECT RELEVANCY:

- ▶ New Installation
- ▶ System Upgrade/Rehabilitation
- ▶ Congested, Public Rights of Way
- ▶ Condition Assessments

PROJECT DETAILS

OWNER

City of Jackson, MS
Department of Public Works
Warren Hood Building, 5th Floor
200 South President St., Suite 523
Jackson, MS 39201

REFERENCE CONTACT:

Robert Lee, P.E.
601.960.2091
rlee@city.jackson.ms.us

DESIGN/CONSULTING FEE

\$150,000

DESIGN/CONSULTING COMPLETION DATE

December 2015

CONSTRUCTION

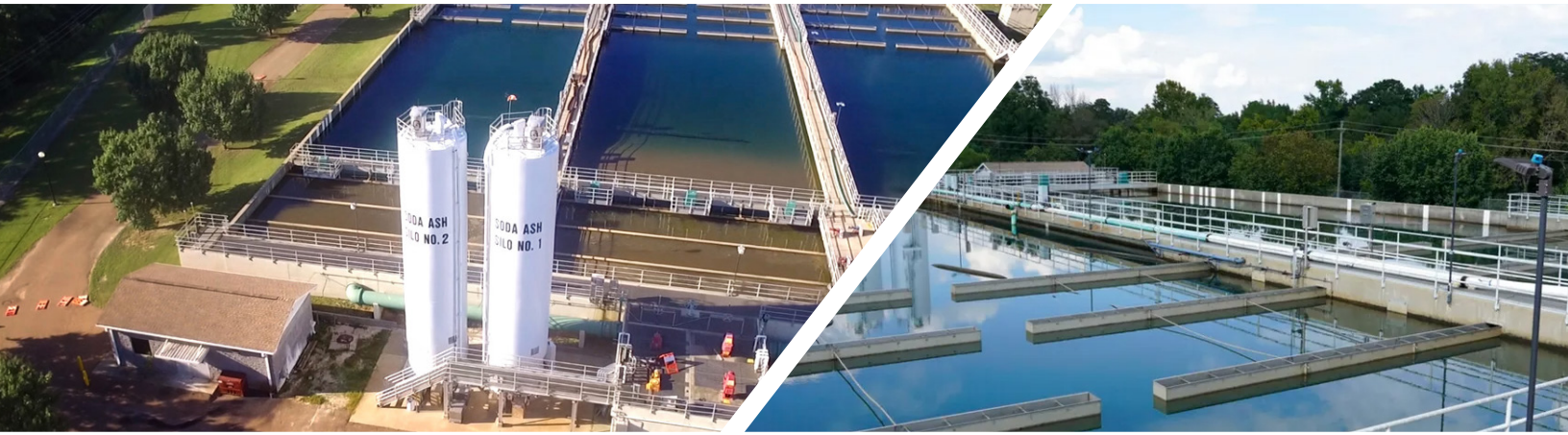
\$1,500,000

CONSTRUCTION COMPLETION DATE:

August 2014

FIRM:

Neel-Schaffer, Inc.



**2 WATER DISTRIBUTION SYSTEM REHABILITATION/MASTER PLAN UPDATE,
JACKSON, MS**
CITY OF JACKSON, MS



PROJECT MANAGER
Charles Hill, PE, BCEE

PROJECT TYPE C: Condition assessment.

Project Manager for the update of the city-wide master plan. The purpose of the update was to develop recommended improvements to the water distribution and storage with prioritization for City review and approval. The work effort was facilitated by updating water hydraulic maps for pipelines 6 inches diameter and larger, reviewing maintenance records, and water quality reports.

The potential/likelihood of failure was estimated based on work order histories, material type, pipe age, pressures, and remaining life of each segment/asset. The consequence of failure was based on a weighted decision matrix that included pipe location, system redundancy and reliability, and cost factors.

A prioritized replacement, repair, and rehabilitation program was recommended on consensus-based decisions by the City's Engineering, Construction, and Operations & Maintenance Departments.

PROJECT RELEVANCY:

- ▶ Consensus-Based Decision Matrix
- ▶ Predictive Failure Analysis Tools
- ▶ Prioritized Repair, Replacement, and Improvement Plan

PROJECT DETAILS

OWNER

City of Jackson, MS
Department of Public Works
Warren Hood Building, 5th Floor
200 South President St., Suite 523
Jackson, MS 39201

REFERENCE CONTACT:

Robert Lee, P.E.
601.960.2091
rlee@city.jackson.ms.us

DESIGN/CONSULTING FEE

\$250,000

DESIGN/CONSULTING COMPLETION DATE

August 2015

CONSTRUCTION FEE

N/A

CONSTRUCTION COMPLETION DATE:

N/A

FIRM:

Neel-Schaffer, Inc.



3 SEWER FORCE MAIN AND PUMP STATION IMPROVEMENTS – PHASE 3, MISSISSIPPI VALLEY STATE UNIVERSITY SEWER CONNECTION PROJECT
CITY OF GREENWOOD, MS



PROJECT MANAGER
Charles Hill, PE, BCEE

PROJECT TYPE D: Wastewater collection or transmission pipeline project
PROJECT TYPE E: Wastewater lift station or water pump station project.

Project Manager for the design of a sewer system to transport wastewater from Mississippi Valley State University to the City of Greenwood wastewater collection system for treatment at the Greenwood Wastewater Treatment Plant. The overall mission of the project was to allow MVSU to eliminate its treatment facility. The project included two – 700 gpm self-priming pump stations (containing two pumps each) and approximately 30,000 linear feet of 10 inch sanitary sewer forcemain pipeline. An additional 1,800 linear feet was horizontally directional drilled using HDPE pipe beneath the USACOE river cutoff.

PROJECT RELEVANCY:

- ▶ Consensus-Based Decision Matrix
- ▶ Predictive Failure Analysis Tools
- ▶ Prioritized Repair, Replacement, and Improvement Plan



PROJECT DETAILS

OWNER

City of Greenwood
101 W Church St.
Greenwood, MS 38930

REFERENCE CONTACT:

Mayor Carolyn McAdams
662.455.7605
cmcadams@cityofgreenwood.org

DESIGN/CONSULTING FEE

\$650,000

DESIGN/CONSULTING COMPLETION DATE

December 2016

CONSTRUCTION

\$7,000,000

CONSTRUCTION COMPLETION DATE:

May 2016

FIRM:

Neel-Schaffer, Inc.



1 CITY OF TARPON SPRINGS, FL PINELLAS AVE. WATER MAIN EXTENSION
CITY OF TARPON SPRINGS, FL



PROJECT ENGINEER
Scott Smith, PE

PROJECT TYPE A: Potable water distribution pipeline project.

Lead engineer for fast-track design, permitting bidding, and construction of ~2,400 feet of new directionally drilled 16" HDPE and open cut 12" PVC potable water main along N. Pinellas Ave. from Meres Blvd. to Florida Hospital property to provide fire flow to hospital. Performed route analysis, sized new mains using City's hydraulic model, obtained permits including FDOT ROW Use and FDEP potable water main extension. Used HDD allowed fast construction of large main through congested ROW with limited space with zero cutting of FDOT pavement and minimal impacts to landscaping.

PROJECT RELEVANCY:

- Public Rights-of Way
- Open Cut and Trenchless Technologies
- Fast-Track Design and Construction



PROJECT DETAILS

OWNER

City of Tarpon Springs
324 E. Pine Street
Tarpon Springs, FL 34689

REFERENCE CONTACT:

Bob Robertson, P.E.
727-942-5638
rrobertson@ctsfl.us

DESIGN/CONSULTING FEE

\$110,000

DESIGN/CONSULTING COMPLETION DATE

September 2016

CONSTRUCTION

\$1.2M

CONSTRUCTION COMPLETION DATE:

February 2017

FIRM:

Tetra Tech



2 **TARPON SPRINGS ALTERNATIVE WATER SUPPLY RAW WATER TRANSMISSION MAINS**
CITY OF TARPON SPRINGS, FL



PROJECT ENGINEER
Scott Smith, PE

PROJECT TYPE B: Potable Water Transmission Pipelines

As Design Engineer, Scott performed performed final design, permitting, and construction services in support of design-build construction of new 6.4 MGD max-day capacity RO water treatment plant. Designed and permitted ~6-miles of 6" through 24" HDPE transmission piping, consisting of directional drill and open cut HDPE pipe for conveying brackish raw well water from 15 supply wells. Used directional drill installation due to utility congestion in ROWs, wetlands, and road crossings. Acquired numerous permits including County ROW utilization, FDEP potable water, and agreement for high pressure natural gas line crossing.

PROJECT RELEVANCY:

- ▶ Greater than 1,500 feet of 24 inch mains
- ▶ Congested, Public Rights-of-Way
- ▶ Water Supply Wells



PROJECT DETAILS

OWNER

City of Tarpon Springs
324 E. Pine Street
Tarpon Springs, FL 34689

REFERENCE CONTACT:

Bob Robertson, P.E.
727-942-5638
rrobertson@ctsfl.us

DESIGN/CONSULTING FEE

\$4M

DESIGN/CONSULTING COMPLETION DATE

December 2016

CONSTRUCTION

\$36M

CONSTRUCTION COMPLETION DATE:

December 2016

FIRM:

Tetra Tech



3 **TARPON SPRINGS ALTERNATIVE WATER SUPPLY PROJECT RO CONCENTRATE TRANSMISSION MAIN**
CITY OF TARPON SPRINGS, FL



PROJECT ENGINEER
Scott Smith, PE

PROJECT TYPE D: Wastewater Collection or Transmission Pipeline Project

As Design Engineer, Scott performed final design, permitting, and construction services of pipelines in support of design-build construction of new 6.4 MGD RO water treatment plant. Designed and permitted a ~3-mile RO concentrate transmission pipeline consisting of mostly 16" PVC with fabricated PVC fittings, for conveying RO concentrate (8,000+ mg/L TDS) to Anclote Power Plant Canal ocean outfall. Used directional drill installation due to roadway and wetlands crossings. Designed remote Mazzei aeration system to raise DO in pipeline prior to outfall. Acquired numerous permits and agreements, inc. County ROW use, FDEP wastewater, and Army Corps ERP for constructing outfall in sensitive mangrove lined canal.

PROJECT RELEVANCY:

- ▶ Innovative in-pipe treatment
- ▶ Open Cut and Trenchless Technologies
- ▶ Environmentally Sensitive Permitting



PROJECT DETAILS

OWNER

City of Tarpon Springs
324 E. Pine Street
Tarpon Springs, FL 34689

REFERENCE CONTACT:

Bob Robertson, P.E.
727-942-5638
rrobertson@ctsfl.us

DESIGN/CONSULTING FEE

\$4M

DESIGN/CONSULTING COMPLETION DATE

December 2016

CONSTRUCTION

\$36M

CONSTRUCTION COMPLETION DATE:

December 2016

FIRM:

Tetra Tech



5

PAST AND PRESENT EXPERIENCE AND PERFORMANCE ON PROJECTS

5 Past and Present Experience And Performance on Projects

As required by this RFQ, each of the reference projects outlined below was completed within the past 10 years.

Table 5.1 has been provided to summarize the similarities of the reference projects with the assignments anticipated under this contract. Complete project abstracts are included on the following pages.

Table 5.1 | Similar Project Experience

		PROJECT TYPE A	PROJECT TYPE B	PROJECT TYPE C	PROJECT TYPE D	PROJECT TYPE E
	FEATURED PROJECTS	Potable water Distribution Pipeline	Potable Water Transmission Pipeline	Condition Assessment	Wastewater Collection or Transmission Pipeline	Wastewater Lift Station or Water Pump Station
#1	City of Tampa Water Main Replacement Design-Build <i>City of Tampa Bay</i>	•	•	•		
#2	CFPUA 54-inch Parallel Raw Water Main Design Services <i>Cape Fear Public Utility Authority</i>		•			
#3	Sewer Collection & Transmission System Improvements 2020 <i>City of Daytona Beach Shores</i>			•		
#4	Orange Avenue Stormwater Remediation & Infrastructure Improvements <i>City of Daytona Beach</i>	•			•	
#5	Lift Station 10 and Orange Avenue SRF Facilities Plan and Public Presentations <i>City of Daytona Beach</i>			•	•	•



1 TAMPA FY 19 CIP WATER MAIN IMPROVEMENT PROGRAM CITY OF TAMPA, FL

PROJECT TYPE A: Potable water distribution pipeline project.

PROJECT TYPE B: Potable Water transmission pipeline project.

PROJECT TYPE C: Condition assessment.

The FY19 CIP Water Main Improvement Program included the replacement of approximately 102,500 LF of water mains ranging from 6 inches to 24 inches in diameter throughout 20 project areas within the City's water service area. The project targeted under-sized and older pipelines as well as the removal of parallel and redundant water mains to improve service and water quality. The GMP for pre-construction services included an evaluation and prioritization of the 20 projects, permitting, design, and stakeholder engagement.

As the first of two construction GMPs for the program, GMP No. 1 was an "early out" package to expedite design and construction of eight project areas with a history of breaks that included over 7,100 LF of water mains. The Design-Build Team successfully provided turnkey services including surveying, SUE, design, permitting, public outreach, geotechnical, CEI and construction services.

Much of this water main replacement work was designed and installed using both open-cut and horizontal directional drill (HDD) technology. Our team coordinated permitting with multiple agencies, including rights-of-way for City of Tampa, Hillsborough County, and Florida Department of Transportation; and general permitting through Florida Department of Environmental Protection, Hillsborough County Health Department and Hillsborough County Environmental Protection Commission.

Our team was able to negotiate the preconstruction GMP and obtain City Council approval within 65 days from notice to proceed for the FY19 CIP Water Main Improvements Design-Build Project. To further expedite the project, the construction costs for nine of the 20 projects were negotiated and approved within the next 26 days as GMP No.1, and construction was initiated 76 days thereafter. All nine projects were successfully constructed and placed into service within the following seven months.

PROJECT DETAILS

OWNER

City of Tampa
Tampa City Hall
315 East Kennedy Boulevard
Tampa, FL 33602

REFERENCE CONTACT:

Rory Jones, PE
813.274.8121
rory.jones@tampagov.net

DESIGN/CONSULTING FEE

\$1,862,290

DESIGN/CONSULTING COMPLETION DATE

February 2020

CONSTRUCTION FEE

GMP 1 (Pre-Construction): \$3.1M
GMP 2 (Early-out): \$1.9M
GMP 3 (Pre-Construction): \$24.9M

CONSTRUCTION COMPLETION DATE:

May 2021





2 CFPUA 54-INCH PARALLEL RAW WATER MAIN DESIGN SERVICES CAPE FEAR PUBLIC UTILITIES, WILMINGTON, NC

PROJECT TYPE B: Potable Water transmission pipeline project

The Kings Bluff Raw Water Supply system, operated by the Lower Cape Fear Water and Sewer Authority's (LCFWSA), is the primary supplier of raw water to the Lower Cape Fear region. This includes tens of thousands of water customers for the Cape Fear Public Utility Authority (CFPUA), Brunswick County, Pender County and private industries.

The capacity of Kings Bluff facility was limited to approximately 48 mgd by an existing 14-mile, 48-inch transmission main and, projections indicated that customer demand would exceed this capacity within three to eight years. Therefore, CFPUA, LCFWSA and Brunswick County implemented a regional approach to managing raw water resources that was beneficial and cost effective for all customers of the respective systems. The agencies collaborated to design and build a 54-inch pipeline that extended approximately 14 miles from the Kings Bluff facility to a ground storage tank in Brunswick County, thereby expanding raw water capacity, providing redundancy and reliability, and supporting regional growth.

As the consulting engineer on the project, McKim & Creed established the basis of design that included water demand needs, design capacity, transmission main size, hydraulics, materials of construction, valving and interconnection concepts, specialty trenchless crossings, permit needs, cost considerations, impacts on the existing pump station and pump operations, etc.

McKim & Creed's design services involved surveying, geotechnical analysis of soil conditions and hydrology, wetlands delineation, subsurface utility engineering, additional property/easement identification, detailed design, permitting, opinion of probable construction costs, contract documentation, contractor prequalification and project management/coordination.

PROJECT DETAILS

OWNER

Cape Fear Public Utility Authority (CFPUA)
2311 N 23rd Street
Wilmington, NC 28401

REFERENCE CONTACT:

Julia Vosnock
Procurement Manager
(910) 332-6589
Julia.Vosnock@cfpua.org

DESIGN/CONSULTING FEE

\$1,482,700

DESIGN/CONSULTING COMPLETION DATE

November 2019

CONSTRUCTION FEE

\$36,173,594

CONSTRUCTION COMPLETION DATE:

April 2022





3 SEWER COLLECTION & TRANSMISSION SYSTEM IMPROVEMENTS 2020 CITY OF DAYTONA BEACH SHORES, FL

PROJECT TYPE C: Condition assessment

The City of Daytona Beach Shores' sanitary sewer system includes approximately 52,000 LF of pressurized force main. The condition of the system was largely unknown, so the City initiated a proactive condition assessment and asset management program to inventory assets, determine likelihood of failure, estimate the remaining life of each segment/asset, prioritize inspections and minimize reactive maintenance and emergency repairs. McKim & Creed was commissioned to develop the program.

Our team began the project by creating a GIS that inventoried all force main assets. The GIS data on these assets included diameter, length, materials, associated valves and lift stations. The GIS was based on record drawings, institutional knowledge and field visits.

The team studied the major causes of failure in the City's force mains; compared a variety of inspection technologies relative to cost, pipe material, diameter and test conditions; and developed a risk assessment tool. For each of the City's force main assets, McKim & Creed calculated a risk score based on the likelihood and consequence of failure. These consequences of failure included impacts to public health and safety, critical facilities, environment, regulatory requirements and customer service. This information was used to develop a systematic approach to prioritize repair, rehabilitation and replacement needs for the next four years.

Project deliverables included a Force Main Inspection Technology Assessment Technical Memorandum; a bid contractor pre-qualification package; assessment and inspection performance specifications and bid documents; and a GIS model, geodatabase and associated shape files.

PROJECT DETAILS

OWNER

City of Daytona Beach Shores
2990 South Atlantic Avenue
Daytona Beach Shores, FL 32118

REFERENCE CONTACT:

Stewart Cruz, AICP
City Planner
(386) 763-5377
scruz@cityofdbbs.org

DESIGN/CONSULTING FEE

\$107,418

DESIGN/CONSULTING COMPLETION DATE

October 2020

CONSTRUCTION FEE

N/A

CONSTRUCTION COMPLETION DATE:

N/A



4 ORANGE AVENUE STORMWATER REMEDIATION & INFRASTRUCTURE IMPROVEMENTS DAYTONA BEACH, FL

PROJECT TYPE A: Potable water distribution pipeline project.

PROJECT TYPE D: Wastewater collection or transmission pipeline project.

May 2009 saw a historic storm event that caused significant flooding of Orange Avenue between Nova Road and Ridgewood Avenue. To tackle the flooding situation and prevent future instances, the City launched a project to design and construct a major stormwater remediation and infrastructure improvements project.

This project quickly expanded from a simple stormwater project to a full-scale, Florida Department of Transportation (FDOT) roadway upgrade project that included the replacement of all existing water mains, reuse mains, and sanitary sewers along the entire Orange Avenue corridor. The project called for additional reconstruction features such as sidewalks, curbs, gutters, and roadway pavement (including both travel lanes and parking areas).

McKim & Creed was selected to provide engineering design services for the roadway improvements as well as other stormwater remediation, potable water, reclaimed water, and sanitary sewer improvements on Orange Avenue. McKim & Creed was responsible for designing the replacement of over three miles of roadway, to include curbing, roadway base, storm drainage, and asphalt. Additionally, the project team engineered replacement of 7,235 LF of 8-inch reclaimed water main; 4,927 LF of 8-inch to 12-inch gravity sewer main; 1,325 LF of 16-inch force main and 8,279 LF of 2-inch to 16-inch potable water main.

McKim & Creed employed open-cut and horizontal directional drilling to install the sanitary sewer and potable water mains under SR US 1, as well as jack and bore drilling to run under the Florida East Coast Railroad. The project team obtained several mission-critical permits for utilities and stormwater from the Florida Department of Environmental Protection, City of Daytona Beach, FDOT, Florida East Coast Railroad, Department of Health & Rehabilitative Services, and St. Johns County.

PROJECT DETAILS

OWNER

City of Daytona Beach
Utilities Department
125 Basin Street | Suite 131
Daytona Beach, FL 32114

REFERENCE CONTACT:

Frank Van Pelt, PE
Technical Services Project Director
386.671.8006
vanpeltf@codb.us

DESIGN/CONSULTING FEE

\$441,870

DESIGN/CONSULTING COMPLETION DATE

July 2016

CONSTRUCTION FEE

\$11.8 Million

CONSTRUCTION COMPLETION DATE:

February 2017



5 LIFT STATION 10 AND ORANGE AVENUE SRF FACILITIES PLAN AND PUBLIC PRESENTATIONS CITY OF DAYTONA BEACH, FL

PROJECT TYPE C: Condition assessment

PROJECT TYPE D: Wastewater collection or transmission pipeline project.

PROJECT TYPE E: Wastewater lift station or water pump station project.

Lift Station No. 10 (LS-10), constructed in 1979, was one of the City of Daytona Beach's largest lift stations. However, in 2011, it was determined that LS-10 did not have the capacity to pump the waste that would be generated by several large institutional and commercial projects being planned within the wastewater service area. The McKim & Creed team developed and evaluated alternative solutions for upgrading and expanding LS-10, providing this information in an Analysis Report that included updated wastewater flow projections to LS-10 based on Future Land Use Maps (FLUM) and proposed development, capacity analysis/hydraulic modeling of existing wastewater system components including pump stations and force mains, and a physical analysis of the condition of LS-10. Based on this report, the City selected our team to design and implement the selected upgrades to expand LS-10 to 5.6 mgd capacity. One cost-effective solution presented by our team and chosen by the City was the reactivation of an abandoned 30-inch PCCP raw water main for use as a sewage force main, which required slip-lining with a cured-in-place pipe (CIPP).

The scope of services included demolition of the existing pump station and construction of the new 5.6 mgd lift station, design and construction of 10,050 LF of new 30-inch force main, 1,000 LF of 24-inch force main, and installation of 8,170 LF of cured-inplace liner in the existing 30-inch PCCP pipeline. The project was divided into three parts. Part A was the design and construction of the new triplex wet pit/dry pit pump station and demolition of the existing station after the new facility was constructed. Part B consisted of design and construction services for converting the 30-inch PCCP raw water main to a sewage force main with the installation of a cured-in-place pipe (CIPP) structural liner to the inside face of the concrete pipe. The 30-inch ductile iron pipe was installed via horizontal directional drill (HDD) at the US Hwy 92 (International Speedway Boulevard), I-95 and the Tomoka River crossings. The project provided increased sewer capacity in an area with projected density increases from various entities including ERAU and the Daytona International Speedway, as well as removed a portion of the flow from an existing sanitary sewer force main that crosses under a runway at the Daytona Beach International Airport. Part C was the design and construction of the new 30-inch forcemain, which included two jack-and-bore installations under US Hwy 92 and I-95 as well as horizontal directional drills under the Tomoka River and LPGA golf course. It also included removing one portion of the existing sanitary sewer force main that crossed under a runway at the airport. This project was funded through the City of Daytona Beach and State Revolving Fund.

PROJECT DETAILS

OWNER

City of Daytona Beach
Utilities Department
125 Basin Street | Suite 131
Daytona Beach, FL 32114

REFERENCE CONTACT:

Shannon Ponitz, PE
Utilities Director
386.671.8825
ponitzs@codb.us

DESIGN/CONSULTING FEE

\$2,994.36

DESIGN/CONSULTING COMPLETION DATE

December 2015

CONSTRUCTION

\$11,101,215
(Bid Amount \$12,100,000)

CONSTRUCTION COMPLETION DATE:

December 2016



6

PROJECT APPROACH



6 PROJECT APPROACH

McKim & Creed will be able to provide key engineering disciplines locally and, in-house. In addition our specialty services include structural, electrical, SCADA programming, and utility renewal and replacement expertise.

The goal of a successful technical approach is to achieve the desired end result in an efficient, cost-effective and reliable manner. Since the nature of each assignment will vary as part of this contract, the specifics of the technical approaches will also vary to meet each work order's needs. We will gain an understanding of the City's budget constraints for each project and we will keep the City's project management team apprised of probable costs during the course of the project.

McKim & Creed understands that each project, regardless of content, will require a complete team, all focused on achieving the following critical success factors.

- ▶ Produce a finished product that is technically sound and accounts for overall constructability
- ▶ Deliver the project on-time and on-budget
- ▶ Meet and exceed the City's overall project goals
- ▶ Provide the City the greatest value for the investment made
- ▶ Account for operational flexibility while meeting the overall operational needs

Our approach to each assignment starts with the selection of our project team members and continues through to the completion of the constructed project, including the start-up and commissioning. We will also provide support to the city from a facilities management, operations and maintenance, and regulatory compliance perspective after the project is constructed and is operational.

PROJECT INITIATION

At the start of every project, McKim & Creed will develop a project specific project management plan (PMP) that is tailored to the complexity of the work to ensure the critical success factors are identified, clearly understood, and communicated to the entire project team and the city. The McKim & Creed PMP will include the following information:

- ▶ City Project Number
- ▶ Project Vision / Critical Success Factors Scope of Services / Task Breakdown
- ▶ Project Schedule / Key Deliverables

- ▶ Key Team Members Contact Information
- ▶ Team Member Roles and Responsibilities
- ▶ Design / CADD Requirements
- ▶ Correspondence / Document Distribution
- ▶ Filing Procedures
- ▶ Invoicing Procedures
- ▶ Quality Assurance / Quality Control Plan

PROJECT SET-UP/TRACKING

As part of our standard project management protocol, McKim & Creed has adopted PlanTrax® to develop the scope of work and establish the project tasks, budgets and schedule. PlanTrax® is a project management software that uses the earned value approach to assess the status of a project. Once the task, schedule, and budget information are entered, each month it is updated by the project manager with input from the project team to assess the level of completion for the project. The program compares the monthly updates to the original project schedule and budget to show if the project is ahead or behind schedule and over or under budget. This report can be utilized to provide the city with earned value information reflecting, percent earned, percent complete, and days ahead or behind schedule to be included with the monthly status updates.

McKim & Creed then enters the project specific milestones used in developing the PlanTrax® report into a "Master" project schedule that incorporates all major project milestones for all active projects currently being worked on in our Daytona Beach office. At a minimum, these milestones include:

- ▶ Notice To Proceed
- ▶ Client Kick-off Meeting
- ▶ Draft and Final Report Submittal Milestones
- ▶ Internal QA/QC Milestones
- ▶ 30%, 60%, 90% & Final Design Submittal Milestones
- ▶ Regulatory Submittal Milestones

From the master schedule, a “Four Week Look Ahead” (FWLA) matrix of all projects is developed to highlight all the upcoming submittal milestones. This information is reviewed with all project team members each week to ensure full awareness and commitment of staff members to achieve your schedule requirements. At this meeting, decisions are made with management to adjust workflow to ensure all projects are completed on time or ahead of schedule. With this tool, the management team can continuously monitor work progress on all projects and quickly address any activities that may require adjustment. Using this project management approach further ensures submittal deadlines are met on a consistent basis.

■ BIDDING/AWARD/CONSTRUCTION PHASE SERVICES

During the bidding process, McKim & Creed will attend the pre-bid conference to assist the city with contractor questions. If contractor questions necessitate, McKim & Creed will prepare addenda and distribute to the plan holders. Once the bids have been received, McKim & Creed will assist the city with the review of bidder qualifications and bid proposals and prepare a letter of recommendation for the city's approval.

McKim & Creed has the ability to also provide construction phase services. Our construction project administrator and team of on-site project representatives are experienced in all phases of public projects including pumping, sanitary sewer collection, distribution and transmission piping.

Our field engineers and inspectors will ensure the contractor implements their respective quality control program and that permanent work is constructed and equipment is installed in accordance with contract requirements. Daily “look-ahead” reviews of the plans and construction tasks will be conducted to anticipate problems, mitigate delays, and minimize rework.

While the above information establishes our general approach to every project, each type of project presents its own unique challenges that require additional steps to be taken as part of the overall project approach. When evaluating each project, we take into consideration opportunities for innovative ideas that can be further refined during the project execution. **Below we have grouped the five (5) listed project types into similar categories and have identified specific needs for an expanded project approach as well as potential opportunities for innovative approaches.**

⦿ PIPELINE PROJECTS –PROJECT TYPES A, B, AND D,

On linear pipeline projects, gathering accurate survey and SUE information is critical to a successful project. The more thorough the data collection process, the higher likelihood unknown infrastructure, that could result in time delays or change orders during construction, is identified early in design. With McKim & Creed's in-house geomatics group, survey data collection is held to the same high standard our design team is. Additionally, our team possesses knowledge and expertise in cutting-edge technologies, such as the use of McKim & Creed-owned Unmanned Aerial Vehicles

(UAVs), and is always looking for opportunities to use these tools to save projects time and money.

Any pipeline project may encounter locations where traditional open-cut installation is impractical due to environmental concerns, or existing infrastructure conflicts. In such an instance, trenchless installation methods can be explored. Our project team includes expertise in the evaluation and design of all types of trenchless pipeline installation.

Sometimes even pipes at the end of their useful life can prove to be a valuable asset to a municipality. An innovative idea for these pipes is to repurpose them for alternative uses. As an example, for the City of Daytona Beach, McKim & Creed reactivated an abandoned 30-inch PCCP raw water line for use as a force main. This entailed lining 9,000 feet of the 30-inch pipe with a new cured-in-place pipe (CIPP).

⦿ CONDITION ASSESSMENT – PROJECT TYPE C

McKim & Creed's in-house Infrastructure Renewal and Replacement group routinely conducts pipeline condition assessments by performing flow monitoring studies, smoke/dye testing, manhole inventories and inspections, pipe cleaning and CCTV inspections, infrastructure condition assessments and repair, rehabilitation and replacement designs. Specializing in deliverables that are GIS centric and align with the clients computerized maintenance management systems (CMMS), this part of our project team provides the City with the power to obtain all condition assessment expertise from a single source.

Pipeline Leak Detection / Water Loss Recovery. Our in-house leak detection capabilities help clients to evaluate the integrity of their water network by locating and pinpointing leakage. This same approach can be applied to post-construction inspections to verify proper installation and water-tight seals. **On a recent water loss recovery project for the City of Miramar, our team was able to pinpoint the exact location of 90% of the leaks. Savings were estimated at 1,304,352 gallons per day (or 476,088,480 gallons per year) which will return \$2 million a year in revenue to the City.**

⦿ LIFT/PUMP STATIONS – PROJECT TYPE E

Every existing lift station or pump station represents a vital investment the City has already made. While it is sometimes necessary to replace a station in its entirety, our project team has the expertise to evaluate an existing station to determine if key upgrades can extend the useful life of the investment. Upgrades can include structural or electrical rehabilitation, to keep the station operating. McKim & Creed also has the ability to perform hydraulic evaluations to determine if modifications to piping or processes can increase the useful life of a station. Sometimes simple upgrades to instrumentation and controls or SCADA can lead to increased station operation and efficiency. Our in-house I&C group regularly is involved in similar evaluations and can design and integrate a wide array of systems.

The McKim & Creed team has the capability to perform major disciplines necessary to complete all projects using our in-house employees and expertise. This unique benefit allows us to serve as a “one stop shop” for responsive services.

GENERAL PROJECT MANAGEMENT AND TASK EXECUTION

McKim & Creed will provide responsive and dependable service to the City of Cocoa. We, like our competitors, have standard project approaches that we follow to ensure each project is completed to the best of our ability. We have provided that information below. One thing that we feel sets us apart from our competitors is that we provide the same level of attention to detail no matter how big or small the assignment. For each assignment we focus on four key items:

01 CONSTRUCTABILITY

Each design must be carried out with attention to detail, with an eye for constructability. A design that creates constructability issues is a waste of the City of Cocoa's time and money. Every project of ours is reviewed by our in-house licensed contractor to provide input specific to constructability.

Conflicts are resolved during design, not construction

03 FLEXIBILITY

Our solutions must not only meet today's needs and regulations, but also be able to meet future regulatory conditions. With expertise in all aspects of conveyance and treatment, we will provide the City with solutions that meet today's needs, but are flexible to meet tomorrow's regulations. A perfect example is a recent City of Tampa Water Main Project. Water Mains were sized to achieve future demands w/o jeopardizing water quality needs.

Design with the future in mind

02 OPERABILITY

Providing an end product that is easy to operate and does not create more work for staff is vital. We give special attention to making sure each project is operable. As important as ease of operation is, we place a greater emphasis on ensuring our projects are safe for operations and maintenance staff.

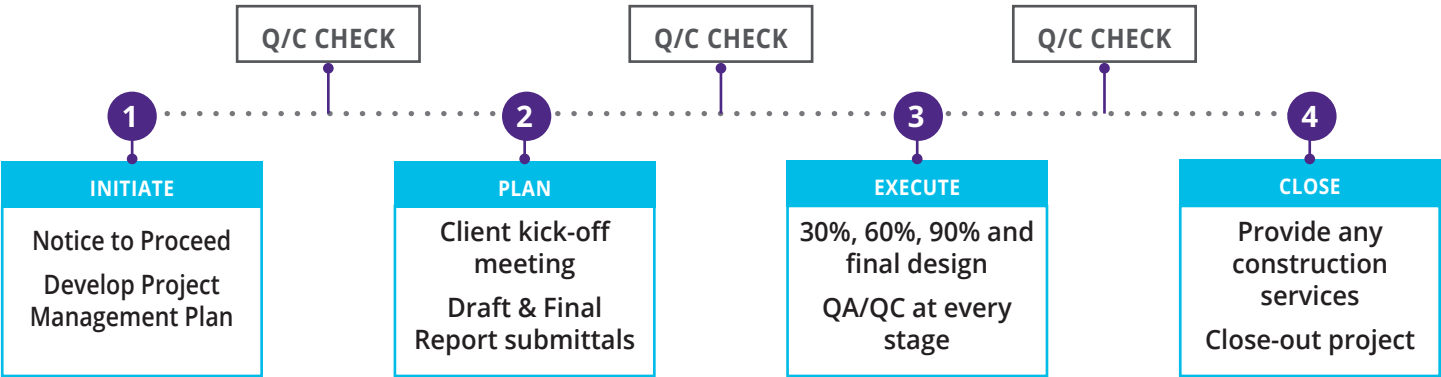
Operator-friendly and safe work environment

04 SUSTAINABILITY

McKim & Creed is on the leading edge of resiliency and infrastructure hardening. We provide our clients with sustainable solutions, balancing initial capital costs with the recovery costs if infrastructure fails. As an example, we recently provided the City of Sarasota with design services for a major lift station replacement. While FDEP required the infrastructure to be constructed at 10' elevation, our analysis drove the lift station to be elevated to 26' to protect it from wind and storm surge impacts from a Category 3 hurricane.

Resilient solutions increase level of service while maintaining rates

PROJECT MANAGEMENT APPROACH AND QA/QC PROCEDURES



MANAGING SCHEDULE AND BUDGET

McKim & Creed has an outstanding record of success on projects with tight schedules being performed on time and within budget. Our team has thrived on projects with compact schedules. Additionally, We believe one of the best indicators of a quality design is when the final project cost is under the engineer's estimate.

SCHEDULE

As a company we are accustomed to meeting our schedule. We do this through effective communication and QA/QC procedures that ensure we meet our agreed upon deadlines. We also have a history of successfully completing assignments with shortened schedules to accommodate our clients needs.

COST

Winning bids on our projects average 10% below the Engineer's Estimate of Probable Cost, allowing projects to be completed well within budget. Additionally, change orders on our projects account for well less than the national average of 7% of the bid amount, a testament to our attention to detail during design and our QA/QC procedures.



7 RESUMES



Robert Garland, PE, ENV, SP, DBIA // Principal-in-Charge

Experience with all 5 Project Types

Years Experience: **39 Years**

Robert has full signatory authority for the firm and will be responsible for contract management, risk management, and stakeholder satisfaction. As our firm's Regional Manager, he also has direct authority to assign, monitor, and adjust resources – as needed – to complete projects on time and within budget. In addition to being a licensed engineer, Robert is also a former licensed wastewater treatment plant operator and licensed contractor. This diverse background will ensure that cost-effective and operator-friendly solutions are delivered under this contract. **He recently served as project manager for Sarasota's award-winning Lift Station 87 project, which is currently being evaluated for Envision Bronze verification.**

EDUCATION

- ▶ B.S., Civil Engineering, Vanderbilt University

LICENSURE

- ▶ Professional Engineer: FL #64329

KEY QUALIFICATIONS

- ✓ Former Licensed Contractor
- ✓ Certified Design-Build Professional (DBIA)
- ✓ Envision™ Sustainability Professional (ENV SP)

SELECT PROJECT EXPERIENCE

- ▶ FY19 CIP Water Main Improvements, *(Project Type A)*
- ▶ City of Tampa, FL *(Project Type A)*
- ▶ CIAC Water Transmission Main, City of Tampa, FL *(Project Type B)*
- ▶ 12th Street Force Main Replacement, Tampa, FL *(Project Type D)*
- ▶ Lift Station 87 Design and Construction Services, City of Sarasota, FL *(Project Types C, D, and E)*



Charles Hill, PE, BCEE // Project Manager

Experience with all 5 Project Types

Years Experience: **36 Years**

Mr. Hill has a diverse background in the planning, design, and construction of potable water transmission/distribution mains, wastewater collection/transmission systems, and lift/pump stations. His experience also includes condition assessment, rehabilitation, and repair projects for diverse infrastructure projects; as well as environmental site assessments, storm water permitting activities, and site development to support utility projects. Mr. Hill's design experience includes pressure pipes up to 60 inches in diameter and pump/lift stations approaching 10 million gallons per day. He specializes in trenchless construction and rehabilitation/repair techniques, including horizontal direction boring, cured-in-place-pipe lining, Compression Fitting also known in the past as Swagelining, is a pipe lining method in which the installed HDPE pipe is a compression fit carrier pipe within the host pipe.

EDUCATION

- ▶ B.S., Civil Engineering, Mississippi State University

LICENSURE

- ▶ Professional Engineer, FL #81509

KEY QUALIFICATIONS

- ✓ Trenchless specialist for new pipeline construction and rehabilitation/repair of aged assets
- ✓ Experienced with neighborhood level utility improvement programs
- ✓ Understands potential cause and effect of small-scale O&M projects with overall system performance

SELECT PROJECT EXPERIENCE

- ▶ Fortification Street Improvements, Jackson, MS *(Project Types A, B, and D)*
- ▶ Capital Street Water Distribution and Wastewater Collection System Rehabilitation, City of Jackson, MS *(Project Types A, C, and D)*
- ▶ Collection System Rehabilitation, City of Jackson, MS *(Project Type C and D)*
- ▶ Lift Station F-01 Rehabilitation, Brevard County, FL *(Project type C and E)*
- ▶ Lift Station 22 Forcemain Replacement, Daytona Beach, FL *(Project Type D).*



Scott Smith, PE // Project Engineer

Experience with all 5 Project Types

Years Experience: **22 Years**

Mr. Smith has diverse experience in planning, designing, permitting, and constructing water and wastewater projects, with a specialty in hydraulic modeling. He has extensive expertise in numerous hydraulic modeling and GIS platforms including HEC-RAS, WaterGEMS, ArcGIS, and AutoCAD. He is an expert at integrating existing models or developing new models from a variety of data sources. In addition to hydraulic modeling on assigned utility expansion and improvement projects, Scott assists clients with accurately simulating water flow and pressure in water and wastewater systems in order to assess their current state, as well as to forecast and plan for future projects. Scott's modeling and GIS experience routinely form the basis for system-wide condition assessment and asset management programs, integrating real time data with predictive analysis tools.

EDUCATION

- ▶ B.S., Civil/Environmental Engineering, University of Cincinnati
- ▶ M.S., Environmental Engineering, University of Cincinnati

LICENSURE

- ▶ Professional Engineer, FL # 59505

KEY QUALIFICATIONS

- ✓ Proficient hydraulic modeler, including water hammer software
- ✓ Diverse modeling experience for pump stations, lift stations, pipelines and master planning efforts

- ✓ Capacity analysis, flow projection, and water main hydraulic evaluation experience

SELECT PROJECT EXPERIENCE

- ▶ CIP 20-22 Water Distribution System Improvements, City of Tampa, FL (*Project Type A*)
- ▶ Raw Water Main Improvements, City of Tarpon Springs, FL (*Project Type B*)
- ▶ Wastewater Transmission System Evaluation, City of Rockledge, FL (*Project Type C*)
- ▶ Lift Station 22 Force Main Replacement, Daytona Beach, FL (*Project D*)
- ▶ Key Haven Pump Station Improvements, Jacksonville, FL (*Project Type E*)



David Wehner, PE // Water Distribution | Transmission

Experience with all 5 Project Types

Years Experience: **23 Years**

Mr. Wehner specializes in the planning, design, and construction of complex water distribution and water transmission projects, including multiple year, multiple phase water system replacement projects and challenging large diameter, long distance transmission mains through congested and environmentally sensitive corridors. He also provides master planning and operational troubleshooting for water pressure and water quality issues. Mr. Wehner is recognized as a regional leader in the evaluation and design of transmission and collection systems, and has designed and overseen construction for pipelines up to 48 inches in diameter, which involved both open-cut and trenchless construction technologies.

EDUCATION

- ▶ B.S., Civil Engineering, University of South Florida

LICENSURE

- ▶ Professional Engineer, FL #59541

KEY QUALIFICATIONS

- ✓ Has led water distribution and transmission main projects exceeding \$100M in construction value over the past three years
- ✓ Designs consider constructability and operations, acting as liaison between contractor and client.
- ✓ FDOT Advanced Maintenance of Traffic Certification – safe work zones for construction and operation of pipeline

SELECT PROJECT EXPERIENCE

- ▶ FY19 CIP Water Main Improvements, City of Tampa, FL (*Project Type A*)
- ▶ MARS Transmission Main, Manatee County, FL (*Project Type B*)
- ▶ Lift Station 45 Force Main Replacement, City of Clearwater, FL (*Project Type C and E*)
- ▶ Dale Mabry Diversion Force Main and Reclaimed Water Transmission Main, Hillsborough County, FL (*Project Types B and D*)



Blake Peters, PE, PACP // Wastewater Collection | Transmission

Experience with all 5 Project Types

Years Experience: **22 Years**

Mr. Peters is recognized as a regional leader in providing neighborhood and operator friendly designs of wastewater collection and transmission systems. He is also the firm's lead trenchless engineer and has successfully integrated the use of trenchless technologies to resolve utility conflicts in congested corridors, navigate routes through environmentally sensitive areas, and minimize community disruption during construction. Blake is proficient using the advanced modeling software (BoreAid) to provide a thorough evaluation of pipe stresses, soil conditions, overburden pressures, horizontal bends, and other factors influencing a successful trenchless installation. He is active in the trenchless industry and has published and presented numerous papers at the NASTT NoDig Conference and ASCE UESI Pipelines Conference.

EDUCATION

- ▶ B.S., Civil Engineering, California State Polytechnic University, Pomona

LICENSURE

- ▶ Professional Engineer, FL #64429

KEY QUALIFICATIONS

- ✓ Designed over 100,000 LF of horizontal directional drills
- ✓ Regionally recognized HDD specialist and is viewed as the "go to engineer" in Florida by HDD contractors
- ✓ NAASCO certified for standardization of wastewater system rehabilitation and repair evaluations and designs

SELECT PROJECT EXPERIENCE

- ▶ FY19 CIP Water Main Improvements, City of Tampa, FL (Project Type A)
- ▶ Siesta Key to Casey Key Water Main Design, Sarasota County, FL (Project Type B)
- ▶ Lift Station 87 Project, Sarasota, FL (Project Types C, D, and E)
- ▶ Lift Station 45 Force Main Replacement, City of Clearwater, FL (Project Type D)
- ▶ Key Haven Lift Station Improvements, Sarasota, FL (Project Type E)



Mitch Chiavaroli, PE // Condition Assessment

Diverse Pipeline, Lift/Pump Station, and Facility Condition Assessments

Years Experience: **32 Years**

Mr. Chiavaroli's experience as a design engineer for the evaluation and rehabilitation of water distribution, wastewater collection, and pump/lift stations spans 32 years. Throughout his career, Mr. Chiavaroli has been involved in design and construction of diverse system rehabilitation, improvement, and expansion projects ranging from performing inflow/infiltration studies for gravity collection systems to developing multi-disciplined condition assessments for wastewater treatment facilities with capacities approaching 100 million gallons per day. In addition to leading our local condition assessment services, he also serves as a quality assurance engineer for technical reviews and cross discipline checking of contract documents.

EDUCATION

- ▶ B.S., Civil Engineering, University of Akron, Ohio

LICENSURE

- ▶ Professional Engineer, FL #56335

KEY QUALIFICATIONS

- ✓ Proficient in managing multidisciplinary engineering teams for complex condition assessment projects
- ✓ Seasoned engineer with diverse experience in the design and construction of system rehabilitation, improvement, and expansion projects

SELECT PROJECT EXPERIENCE

- ▶ South County Sewer System Inflow Abatement, Pinellas County, FL
- ▶ Lift Station 24 and 40 Improvements, Clearwater, FL
- ▶ Howard F. Current AWWF Condition Assessment and Master Plan, Tampa, FL
- ▶ North Regional Wastewater Treatment Plant Master Plan, Manatee County, FL
- ▶ South Cross Bayou WRF Grit Removal Condition Assessment and Improvements, Pinellas County, FL



Dan Keck, PE // Lift | Pump Station

Nationally Recognized Pumping and Conveyance Expert

Years Experience: 22 Years

Mr. Keck is a technical leader for strategic projects with diverse experience leading complex multi-discipline design, construction, commissioning, and troubleshooting teams. His areas of technical expertise include large pumping facilities/conveyance systems, hydraulic evaluations and computer modeling, hydraulic control strategies, , water/wastewater/ reclaimed water master planning, innovative odor and corrosion control strategies and creative financing plans for large capital projects. He has led many evaluations and design teams to improve facility resiliency and reliability. As a nationally recognized expert in Pumping Systems, Mr. Keck has commonly been requested by clients across the nation to provide third-party independent design reviews or root-cause analyses for failed or problematic pumping systems.

EDUCATION

- ▶ M.S., Environmental Engineering, Georgia Tech
- ▶ B.C.E., Civil Engineering, Georgia Tech

LICENSURE

- ▶ Professional Engineer, FL #50489

KEY QUALIFICATIONS

- ✔ Experienced troubleshooter for pump/lift station operations
- ✔ Nationally recognized pumping station expert
- ✔ Proficient hydraulic modeler for pumping and conveyance systems

SELECT PROJECT EXPERIENCE

- ▶ US-1 South Re-Pump and Booster Pump Station Facility, JEA, Jacksonville, FL
- ▶ Nocatee North 24 MGD and Nocatee South 18 MGD Reclaimed Water Repump Station and Ground Storage Tanks, JEA, Jacksonville, FL
- ▶ Twin Creeks 20-MGD Reclaimed Water Repump Station and Ground Storage Tank, JEA, Jacksonville, FL
- ▶ Southeast Regional Reclaimed Water Management Strategy, JEA, Jacksonville, FL
- ▶ 23-MGD Master Lift Station, City of Tallahassee, Tallahassee, FL



Mike Stoup, PE // SCADA | I&C

Regionally Recognized Cybersecurity Specialist

Years Experience: 25 Years

Mr. Stoup's career spans over 25 years of design, implementation and management of SCADA system and process instrumentation and controls projects in the industrial and municipal marketplace. He offers extensive experience in the areas of system troubleshooting, QA/QC, control system planning and design, PLC and HMI software implementation, communications and network planning, and control systems implementation. His system hardware and software knowledge include platforms provided by Allen Bradley/Rockwell, Schneider Electric, Trihedral, Inductive Automation and Wonderware software.

EDUCATION

- ▶ B.S., Electrical Engineering, University of South Florida

LICENSURE

- ▶ Professional Engineer, FL #65702

KEY QUALIFICATIONS

- ✔ Knowledge of diverse SCADA systems and platforms
- ✔ Automation & Controls Specialist
- ✔ Extensive SCADA master planning expertise

SELECT PROJECT EXPERIENCE

- ▶ SCADA Master Plan, Pinellas County, FL
- ▶ SCADA Network Topology, Pinellas County, FL
- ▶ South Cross Bayou WRF Headworks & Grit Removal DCP, Pinellas County, FL
- ▶ HMI Evaluation and Recommendation, Hillsborough County, Tampa, FL
- ▶ Charlotte County SCADA Master Plan, Charlotte County, FL
- ▶ Tampa Bay Water SCADA Master Plan, Tampa Bay Water Pinellas & Pasco Counties FL



8

**REQUIRED PROPOSAL SUBMITTAL
FORMS AND STATEMENTS**

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

BUSINESS REFERENCE LIST

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last ten (10) years, engineering services similar to the scope of services required by this RFQ.

1. Company Name City of Ormond Beach
Contact Name and Title Shawn Finley, P.E., Public Works Director
Address 501 N. Orchard Street | Ormond Beach, FL 32174
Phone Number (386) 676-3292 | shawn.finley@ormondbeach.org
Duration of Contract or business relationship 20 years (2003)

2. Company Name Manatee County
Contact Name and Title Jeffrey Streitmatter, PE / Project Mgmt Division Manager
Address PO Box 100, Bradenton, FL 34206
Phone Number (941) 708-7450 x7335 | jeff.streitmatter@mymanatee.org
Duration of Contract or business relationship 23 years (1995)

3. Name City of Sarasota
Contact Name and Title Anthony Centurione, PE / Capital Projects Engineer
Address 1761 12th St., Sarasota, FL 34236
Phone Number (941) 316-8490 | anthony.centurione@sarasotafl.gov
Duration of Contract or business relationship 10 years (2008)

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

**AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND
PROJECT ENGINEER**

(PAGE 1 OF 2)

Proposers shall complete and submit the information below to clearly identify the location of the Project Manager and Project Engineer designated in the organizational chart required in Section III RFQ Submittal Requirements. All proposers shall complete and sign the pages of this form concerning location. **NOTE THE AFFIDAVIT/ NOTARIZATION REQUIREMENT (page 2).**

1. Current domicile of Project Manager:

Name	<u>Charles Hill, PE, BCEE</u>
Address	<u>1156 Fins Up Ct.</u>
City, State, Zip	<u>Daytona Beach, FL 32124</u>
County	<u>Volusia County</u>
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ☒ Yes ☐ No	

2. Current domicile of Project Engineer:

Name	<u>Scott Smith, PE</u>
Address	<u>3646 Poneta Ave.</u>
City, State, Zip	<u>New Smyrna Beach, FL 32168</u>
County	<u>Volusia County</u>
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ☒ Yes ☐ No	

3. Firm's Office Location:

Company	<u>McKim & Creed Inc.</u>
Address	<u>139 Executive Circle Suite 201</u>
City, State, Zip	<u>Daytona Beach, FL 32114-7102</u>
County	<u>Volusia County</u>
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ☒ Yes ☐ No	

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT
ENGINEER

(PAGE 2 OF 2)

AFFIDAVIT

Under penalties of perjury, I swear that the preceding location information is true and correct. I also acknowledge that any material misrepresentation will be grounds for terminating for default any Contract, which may have been awarded due in whole or part to such misrepresentation. I also understand that false statements may result in criminal prosecution for a felony of the third degree per Section 92.525(3), Florida Statutes.

<u></u> Authorized Signatory <u>Robert Garland, PE, DBIA, ENV, SP</u> Typed or Printed Full Name <u>Vice President</u> Title	<u>McKim & Creed Inc.</u> Name of Proposer <u>3/21/23</u> Date
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On this 21ST day of March, 2023 before me appeared (name) Robert Garland, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) McKim & Creed, to execute the affidavit and did so as his or her free act and deed.

Notary Public Derek Crowell

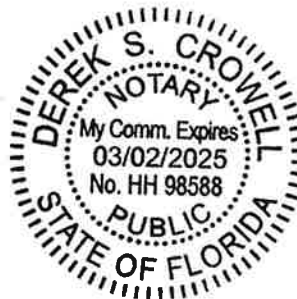
Commission Expires 03/02/2025

(seal)

Date 03/21/2023

State of Florida

County of Lee



**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**AFFIDAVIT OF EXISTING AND PRIOR CONTRACTS WITH THE CITY OF
COCOA**

STATE OF Florida

CITY OF Fort Myers

BEFORE ME, the undersigned authority, this day personally appeared
Robert Garland, PE, DBIA, ENV, SP, who, after first being duly sworn, upon oath, deposes and says:

1. My name is Robert Garland
PE, DBIA, ENV, SP and I am over the age of eighteen (18)
years.

2.I have personal knowledge of the facts contained in this Affidavit, and I know
these facts to be true and correct.

3.I currently serve in the position of Vice President for
McKim & Creed, Inc. (hereinafter "Respondent") and have been employed by
Respondent since 2013.

4.I am familiar with one of the factors in the Consultants Competitive Negotiations
Act ("CCNA"; section 287.055, Florida Statutes) that requires the City of Cocoa to
generally consider the volume of work previously awarded each firm by the City of Cocoa
when awarding new Contracts under the CCNA with the object of effecting an equitable
distribution of Contracts among qualified firms, provided the distribution does not violate
the principle of selection of the most highly qualified firm; and

5. I am familiar with the client base and the various Contracts for services
entered into by Respondent, and have knowledge of whether or not there are any existing
and/or prior Contracts within the past three (3) years between the City of Cocoa, Florida
and Respondent.

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

6. Based on my knowledge indicated in paragraph 5 of this Affidavit, there currently exist the following Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
N/A	N/A

7. Based on my knowledge indicated in paragraph 5 of this Affidavit, there were the following prior Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa within the previous three (3) years from the date of this Affidavit, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
N/A	N/A

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FURTHER AFFIANT SAYETH NAUGHT.


Print Name: Robert Garland, PE, DBIA, ENV, SP

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was sworn to and subscribed before me by means of (X) physical presence or () online notarization, this 21ST day of March, 2023 by Robert Garland [✓] who is personally known to me, or [] who has produced as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 21ST day of March, 2023.



Derek Crowell
NOTARY PUBLIC
Print Name:
03/02/2025
My Commission Expires:

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**AFFIDAVIT OF OTHER APPLICABLE MANDATORY
CRITERIA**

STATE OF Florida

CITY OF Fort Myers

BEFORE ME, the undersigned authority, this day personally appeared Robert Garland, PE, DBIA, ENV, SP, who, after first being duly sworn, upon oath, deposes and says:

1. My name is Robert Garland
PE, DBIA, ENV, SP and I am over the age of eighteen (18) years.
2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.
3. I currently serve in the position of Vice President for McKim & Creed, Inc. (hereinafter "Respondent") and have been employed by Respondent since 2013.
4. I am familiar with the current professional licensing status of Respondent.
5. I have assisted in preparing the Respondent's response to the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion and I am familiar with the contents of said response.
6. I am also familiar with the other applicable mandatory criteria listed in sections 6 and 7 of the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; and
7. Based on my personal knowledge and belief, I state as follows:
 - a. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

- b. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person or entity, or with respect to the scope of services required by the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; and
- c. The Respondent adhered to the instructions set forth in the City of Cocoa Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.


Print Name: Robert Garland, PE, DBIA, ENV, SP

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was sworn to and subscribed before me by means of () physical presence or (X) online notarization, this 21ST day of March, 2023 by Robert Garland who is personally known to me, or [] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 21ST day of March, 2023.



Derek Crowell

NOTARY PUBLIC

Print Name:

03/02/2025

My Commission Expires:

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

Scrutinized Company Certification

This certification is required pursuant to Sections 287.135, 287.012 and 215.473, Florida Statutes.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. [215.4725](#), or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. [215.473](#); or
 - 2. Is engaged in business operations in Cuba or Syria.

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

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engaged in business operations in Cuba or Syria; or on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on any of the Scrutinized Company Lists above or becomes engaged in business operations in Cuba or Syria, or becomes engaged in a boycott of Israel.
- d. The Vendor understands that any contract with an agency or local governmental entity for goods or services of \$1 million or more entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Any contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**


(Authorized Signature)

Robert Garland, PE, DBIA, ENV, SP
(Printed Name and Title)

McKim & Creed Inc.
(Name of Vendor)

STATE OF Florida, COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization, this 21ST day of March, 2023, by Robert Garland (name of person whose signature is being notarized) as Vice President (title) of McKim & Creed (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:
 State of Florida at Large (Seal)
(Signature)
Derek Crowell My commission expires: 03/02/2025
(Print Name)



Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a Contract with an agency or local government entity for goods or services of \$1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:

Sudan:

1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:

1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:

<http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx>
x then click on the "Other Links" to the List

or

<http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409>

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the RFQ response.

IDENTICAL TIE PROPOSALS: Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

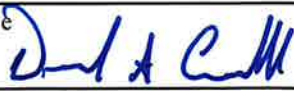
- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.



AUTHORIZED SIGNATORY

Vice President

Title 

Witness Signature

Robert Garland, PE, DBIA, ENV, SP

Typed Name of Signatory

3/21/23

Date
Derek Crowell

Typed Name of Witness

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

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

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
 - b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

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

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

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

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

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

Instructions for Certification (B)

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

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

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

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

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

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

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

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

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

Applicant: McKim & Creed Inc.		Date: 3/21/23
Signature of Authorized Certifying Official: 	Title: Vice President	

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

Non-Collusion/Lobbying Certification

This statement is submitted with Proposal by:

McKim & Creed Inc. whose business address is
139 Executive Circle Suite 201 | Daytona Beach, FL 32114-7102
[Name of entity submitting sworn statement]

McKim & Creed Inc. and its Federal Employer Identification Number (FEIN) is
56-2136769

My name is Robert Garland, PE, DBIA, ENV, SP and my relationship to the above is
Vice President
[Please print name of individual signing]

A. NON-COLLUSION PROVISION CERTIFICATION.

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B. LOBBYING CERTIFICATION.

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member or Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in, **Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.



AUTHORIZED SIGNATORY

Robert Garland, PE, DBIA, ENV, SP

Typed Name of SIGNATORY

Vice President

Title


Witness Signature

3/21/23

Date
Derek Crowell

Typed Name of Witness

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

Organizational Information

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

- A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
- B. A copy of a resolution listing the members of staff as authorized signatories for the company.
- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION			
(Please place a check mark (✓) next to applicable type)			
☒ Corporation	☐ Partnership	☐ Non-Profit	
☐ Joint Venture	☐ Sole Proprietorship	☐ Other (Please specify)	
State of Incorporation	North Carolina		
Principal Place of Business (Enter Address)	1730 Varsity Drive Venture IV Building, Suite 500 Raleigh, NC 27606-2689		
Federal I.D. or Social Security Number	56-2136769		

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "H", Organizational Information**, is truthful and correct at the time of submission.

Respondant/Contractor_Name:

McKim & Creed Inc.

Mailing_Address:

139 Executive Circle Suite 201 | Daytona Beach, FL 32114-7102

Telephone_Number: 386.274.2828

E-mail Address: rgarland@mckimcreed.com

FEIN: 56-2136769

DUNS: 04-693-9948

CAGE Code: _____

As issued through www.sdm.gov

Authorized Signatory Printed Name

Robert Garland, PE, DBIA, ENV, SP

Title Vice President

Date 3/21/23

2023
OFFICER / CONTRACT SIGNATORY AUTHORITY LIST

<u>Titles of Officers</u>	<u>Names</u>	<u>Business Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Chief Financial Officer	Chris Nelson	1731 Varsity Drive, Suite 500	Raleigh	NC	27606
President & CEO	A Street Lee	1365 Hamlet Avenue	Clearwater	FL	33756
Chairman of the Board	John Lucey	242 North Front Street	Wilmington	NC	28401
Director and Secretary	Herbert P. McKim, Jr.	243 North Front Street	Wilmington	NC	28401
Director	Mark Mulhern	1730 Varsity Drive, Suite 500	Raleigh	NC	27606
Director	Ken Garcia	1730 Varsity Drive, Suite 500	Raleigh	NC	27606
Director	Paula Sims	1730 Varsity Drive, Suite 500	Raleigh	NC	27606
Director	Jeanne Cormier	1730 Varsity Drive, Suite 500	Raleigh	NC	27606
Senior Vice President Geomatics	David L. Jones	242 North Front Street	Wilmington	NC	28401
Senior Vice President Geomatics	Tom Ruschkewicz	8868 Research Blvd	Austin	TX	78758
Senior Vice President	Matthew Daves	1730 Varsity Drive, Suite 500	Raleigh	NC	27606
Senior Vice President	Grant Livengood	1730 Varsity Drive, Suite 500	Raleigh	NC	27606
Vice President	John D. Thompson	243 North Front Street	Wilmington	NC	28401
Vice President	Tony Boahn	243 North Front Street	Wilmington	NC	28401
Vice President	Donald Pettigrew	8020 Tower Point Drive	Charlotte	NC	28227
Vice President	Tom Lawry	2593 Wexford Bayne Rd., Suite 306	Sewickley	PA	15143
Vice President	Robert Garland	551 North Cattleman Rd	Sarasota	FL	34232
Vice President	Edward Pollard	1730 Varsity Drive, Suite 500	Raleigh	NC	27606
Vice President	Glenn Halstead	1206 N. Palafox St	Pensacola	FL	32501
Vice President	Patrick Jehle	1206 N. Palafox St	Pensacola	FL	32501
Vice President	Mike Stoup	1365 Hamlet Avenue	Clearwater	FL	33756
Vice President	Barry Hales	243 North Front Street	Wilmington	NC	28401
Vice President	Glenn Shaheen	1022 Purpera Avenue	Gonzales	LA	70737
Vice President	Daniel Keck	1365 Hamlet Avenue	Clearwater	FL	33756
Vice President	Christopher Bosshart	3903 Northdale Blvd. Suite 115E	Tampa	FL	33624
Vice President	Richard Dorr	9960 West Sam Houston Parkway	Houston	TX	77099
Vice President	William Wudite	551 North Cattleman Rd	Sarasota	FL	34232
Vice President	Brad Palmisano	300 Bilmar Drive	Pittsburgh	PA	15205
Vice President	John Reese	300 Bilmar Drive	Pittsburgh	PA	15205
Vice President	Gregory Schmidt	12718 Century Dr.	Stafford	TX	77477
Vice President	Brian Nesvadba	12718 Century Dr.	Stafford	TX	77477
Assistant Vice President Engineering	Charles Hill	1901 Mason Avenue, Suite 102	Daytona Beach	FL	32117
Assistant Vice President Engineering	Richard Collier	243 North Front Street	Wilmington	NC	28401
Assistant Vice President Engineering	Emmett Anderson	4720 Salisbury Road, Suite 117	Jacksonville	FL	32256
Assistant Vice President Engineering	Bob Huffmyer	2593 Wexford Bayne Rd, Ste 306	Sewickley	PA	15143
Assistant Vice President Engineering	Samuel Nguyen	8020 Tower Point Drive	Charlotte	NC	28227
Assistant Vice President Engineering	David Einsele	1022 Purpera Avenue	Gonzales	LA	70737

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

E-Verify Contractor Affidavit

I hereby certify that McKim & Creed Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of McKim & Creed Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.


Print Name: Robert Garland, PE, DBIA, ENV, SP | Vice President
Date: 3/21/23

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ (date) by Robert Garland (name of officer or agent, title of officer or agent) of McKim & Creed (name of corporation acknowledging), a NC (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.


[Notary Seal] Notary Public

Derek Crowell

Name typed, printed, or stamped

My Commission Expires: 03/02/2025



CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

FEMA RIDER

FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA

GRANTEES AND SUBGRANTEES

1. *Equal Employment Opportunity*

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: <https://www.dol.gov/agencies/whd/government-contracts/construction>. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland "Anti-Kickback" Act*

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. *Compliance with the Contract Work Hours and Safety Standards Act*

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

~~5. Rights to Inventions Made Under a Contract or Agreement Not Applicable~~

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

- c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

- a. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- b. Prohibitions.
 - i. Section 889(b) of the John S. McCain National Defense Authorization Act

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

- ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - 1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - 2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - 3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - 4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

- i. This clause does not prohibit contractors from providing—
 - 1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - 1. Covered telecommunications equipment or services that:
 - a. Are *not used* as a substantial or essential component of any system; *and*
 - b. Are *not used* as critical technology of any system.
 - 2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

- i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - 1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - 2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

- a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
 - i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

(1)The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2)The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3)The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1.No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, McKim & Creed Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Robert Garland, PE, DBIA, ENV, SP | Vice President

Name and Title of Contractor's Authorized Official

3/21/23

Date

18. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. ~~Copyright and Data Rights~~– Not applicable

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography,~~

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

~~pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~



Authorized Signature

3/21/23

Date

Robert Garland, PE, DBIA, ENV, SP

Name of Respondent

Vice President

Title

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**Flow down of Terms and Conditions from the Federal
Regulations and/or Grant Agreement**

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

- A. The subcontractor is bound by the terms of this Agreement;
- B. The subcontractor is bound by all applicable state and federal laws and regulations; and
- C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the FEMA RIDER, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Respondant.

Respondant/Contractor_Name: McKim & Creed Inc.

Mailing_Address:
139 Executive Circle Suite 201 | Daytona Beach, FL 32114-7102

Telephone_Number: 386.274.2828 E-mail Address: rgarland@mckimcreed.com

FEIN: 56-2136769 DUNS: 04-693-9948 CAGE Code: _____ As issued through www.sam.gov



Authorized Signature

3/21/23

Date

Robert Garland, PE, DBIA, ENV, SP

Name of Respondent

Vice President

Title

STATE LICENSE

McKim & Creed has long been established on the East Coast of Florida since its acquisition of Briley Wild & Associates in 1994. Through this lineage, we have been providing professional civil and utility engineering services for over 60 years. Below is a screen shot of our Sunbiz registration along with our Florida state business license.

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

 **Florida dbpr** Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

4:00:13 PM 3/16/2022

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

Licensee Information

Name:	MCKIM & CREED, INC. (Primary Name)
Main Address:	3903 NORTHDAL BLVD SUITE 1153 TAMPA Florida 33624
County:	HILLSBOROUGH

License Information

License Type:	Registry
Rank:	Registry
License Number:	29688
Status:	Current
Licensure Date:	06/29/2011
Expires:	

Special Qualifications **Qualification Effective**

Alternate Names

[View Related License Information](#)
[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 : Email: [Customer Contact Center](#) : Customer Contact Center: 850.487.1395

The State of Florida is an AAEEEO employer. Copyright 2007-2010 State of Florida. Privacy Statement

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. Pursuant to Section 455.27(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The email provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

MCKIM & CREED SUNBIZ REGISTRATION

**State of Florida
Department of State**

I certify from the records of this office that MCKIM & CREED, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on May 2, 2011.

The document number of this corporation is F11000001885.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 11, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-second day of February, 2023


[Signature]
Secretary of State

Tracking Number: 8689995086CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.
<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/24/2022

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

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

PRODUCER McGriff Insurance Services Post Office Box 13941 Durham, NC 27709 919 281-4500		CONTACT NAME: NC Certificate Team PHONE (A/C, No, Ext): 919 281-4500 FAX (A/C, No): 8887468761 E-MAIL ADDRESS: NCCertificateTeam@McGriff.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Valley Forge Insurance Company	
		INSURER B : Continental Insurance Company	
		INSURER C : American Casualty Co of Reading PA	
		INSURER D : Continental Casualty Company	
		INSURER E :	
		INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			7015339793	09/05/2022	09/05/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒			7015339776	09/05/2022	09/05/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10000			CUE701533980	09/05/2022	09/05/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
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	WC715339762	09/05/2022	09/05/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased/Rented Equ			C7015399847	09/05/2022	09/05/2023	1,000,00 Limit 1,000,00 Max per Item

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

CERTIFICATE HOLDER		CANCELLATION	
For Proposals Only		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/13/2022

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

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

PRODUCER McGriff Insurance Services Post Office Box 13941 Durham, NC 27709 919 281-4500		CONTACT NAME: NC Certificate Team PHONE (A/C, No, Ext): 919 281-4500 E-MAIL ADDRESS: NCCertificateTeam@mcgriff.com FAX (A/C, No): 8887468761	
INSURED McKim and Creed Inc 1730 Varsity Dr Ste 500 Raleigh, NC 27606-2689		INSURER(S) AFFORDING COVERAGE INSURER A : Valley Forge Insurance Company INSURER B : Continental Insurance Company INSURER C : American Casualty Co of Reading PA INSURER D : ACE American Insurance Co INSURER E : INSURER F :	
		NAIC # 20508 35289 20427 22667	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			C7015339793	09/05/2022	09/05/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			7015339776	09/05/2022	09/05/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$10000			7015339809	09/05/2022	09/05/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
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	WC715339762	09/05/2022	09/05/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Cyber Liability			F1628726A002	09/05/2022	09/05/2023	2,000,000 Aggregate 2,000,000 Each Incident

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

For information use only.

CERTIFICATE HOLDER

CANCELLATION

McKim & Creed Inc. 1730 Varsity Drive, Ste. 150 Raleigh, NC 27606-2689	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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SUBMITTED BY:
MCKIM & CREED | DAYTONA BEACH, FL
386.274.2828 | mckimcreed.com



CONTINUING SERVICES AGREEMENT

Engineering Services for Design, Permitting, and Services During Construction for Utility Conveyance Systems Upgrades and Expansion

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 20 day of June 2023, by and between the **City of Cocoa**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **McKim & Creed, Inc.**, a foreign corporation authorized to do business in Florida ("Engineer"), whose principal address is 1730 Varsity Drive, Suite 500, Raleigh, NC 27606.

WITNESSETH:

WHEREAS, City desires to obtain engineering, design, and permitting services from time to time on an as-needed, task oriented basis related to the construction of utility conveyance systems upgrades and expansion projects; and

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

WHEREAS, Engineer participated in the selection and negotiation process; and

WHEREAS, Engineer is willing to provide such utility engineering services to the City under the terms and conditions stated herein.

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional two (2) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

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

Q-23-12-COC-C
Continuing Engineering Services Agreement
City of Cocoa / McKim & Creed, Inc.

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Engineer" shall mean McKim & Creed, Inc., a foreign corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

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

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

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Engineer and Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate a Scope of Work document, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A"**, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and

a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal. The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services identified in **RFQ Q-23-12-COC**, which is incorporated herein by this reference as **Exhibit "B"**. The Engineer's Response to **RFQ Q-23-12-COC** is incorporated herein by this reference as **Exhibit "C"**.

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in **Exhibit "A"** and fully incorporated herein by this reference.

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the threshold in section 287.055, Florida Statutes, shall be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

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

designated representative.

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

4.0 SCHEDULE

4.1 Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Engineer shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Engineer without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

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

5.3 Witness Services. For witness or expert services rendered by Engineer's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the

Engineer or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Engineer.

5.6 Errors and Deficiencies. Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Engineer's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a specific Task Order shall constitute a release of all claims for payment which the Engineer may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Engineer prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Engineer or to any remedies the City may pursue with respect to such claims.

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit

reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Engineer.

6.2 No inspection, review, or observation shall relieve Engineer of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

10.0 INSURANCE

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

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of \$3,000,000.00 per occurrence or claim and in the aggregate with a deductible not greater than \$50,000.00. For professional liability insurance written on a “claims-made” basis, the Engineer shall maintain and provide evidence to the City of “tail” coverage that extends coverage for an additional five years following completion of all Work rendered under this Agreement and Task Orders.

b. General Liability. The Engineer shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than \$5,000.00, unless a higher deductible is pre-approved by the City Manager, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

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

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this

Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's

representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

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

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer 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 Engineer related, directly or indirectly, to the services

provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. 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 Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer 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 Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral

Q-23-12-COC-C

Continuing Engineering Services Agreement
City of Cocoa / McKim & Creed, Inc.

10

cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer 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 Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. 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 Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

b. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any

Q-23-12-COC-C
Continuing Engineering Services Agreement
City of Cocoa / McKim & Creed, Inc.

attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

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

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

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Engineer and any approved subcontractors shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

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

c. Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

d. Engineer has committed any act of fraud upon the City; or

e. Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or

f. Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

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

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0, Default; (b) the Engineer makes a general assignment for the benefit of its credits; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

18.2 In addition, either party may terminate for convenience without penalty at any time upon fifteen (15) days advance written notice.

18.3 In the event of termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency,

provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement

without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 City and Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Engineer:

McKim &Creed, Inc.

Attn: Charles Hill, PE

139 Executive Circle, Suite 201

Daytona Beach, FL 32114-7102

Q-23-12-COC-C
Continuing Engineering Services Agreement
City of Cocoa / McKim &Creed, Inc.

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

31.2 Either party may change the notice address by providing the other party written notice of the change.

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, 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. Engineer 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 for 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.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 Engineer hereby represents and warrants to the City the following:

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, liabilities, damages, losses, costs or suits, including attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification and defense, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

34.2 The indemnity provisions set forth in Paragraphs 34.1 shall survive termination of this Agreement.

34.3 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

34.4 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and

responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

35.2 The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City;

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully

offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment; and

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than Engineer's undersigned representative's execution of the Agreement.

38.0 E-VERIFY.

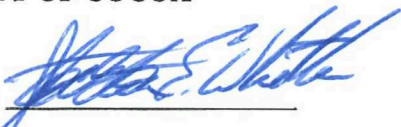
38.1 Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. Engineer must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Engineer 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 will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The Engineer shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the Engineer utilizes Subcontractors the following shall apply:

- a. Engineer shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
- b. Engineer 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.
- c. Engineer shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

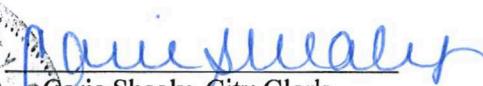
CITY:

CITY OF COCOA

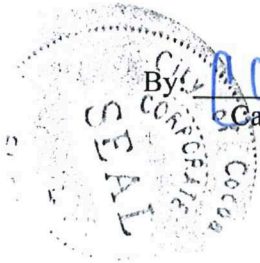
By: 

Stockton Whitten, City Manager

ATTEST:

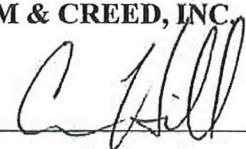
By: 

Carie Shealy, City Clerk



ENGINEER:

McKIM & CREED, INC.

By: 

Print Name/Title: CHARLES HILL, P.E.

SENIOR PROJECT MANAGER

EXHIBIT A
Engineer's Rate Schedule

Q-23-12-COC-C
Continuing Engineering Services Agreement
City of Cocoa / McKim & Creed, Inc.

EXHIBIT B
RFQ Q-23-12-COC

Q-23-12-COC-C
Continuing Engineering Services Agreement
City of Cocoa / McKim & Creed, Inc.
22

EXHIBIT C
Engineer's Response to RFQ Q-23-12-COC

Q-23-12-COC-C
Continuing Engineering Services Agreement
City of Cocoa / McKim & Creed, Inc.

Task Order Request Form

P-Form 2021.09 Revised
07/14/2023

Engineering, Design, Permitting, & Services for Utility Conveyance Systems Upgrades & Expansions

2025-4

Name of CSA (Continuing Service Agreement)

TASK ORDER NUMBER

Date: 02/18/25 City Bid Number: Q-23-12-COC-C AMOUNT: \$ 150,232.00

Vendor Name: Mckim & Creed, Inc. Quote/Proposal Number: 2025-4

Dept. Number/Division Name: 421-4055

Project Name: West Central Avenue - Watermain Replacement Project Number: WS25WC

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

AMENDMENT

Amendment to Original Task Order No. : _____ Requested Amendment Amount: _____
Original Task Order Amount: _____ Total Revised Amount including all Amendments: _____
Total number of Amendments including this one: _____

Scope of Services; Justification for Amendment

Brevard County is under design for the replacement of the West Central Avenue bridge in Merritt Island. City of Cocoa has an existing 6" aerial watermain that is to be relocated via subaqueous directional drilling. Scope of services include engineering design, bidding, permitting, geotechnical engineering, surveying, and environmental services.

Design is Construction Related: ☒ YES ☐ NO ☐ N/A Good Faith Estimate of Construction Value: \$ 576,182.50
Documentation for Good Faith Estimate Attached and Valid: ☒ YES ☐ NO ☐ N/A
Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Joshua Frary
Digitally signed by Joshua Frary
Date: 2025.02.18 10:47:45 -05'00'
Requestor

John "Jack" Walsh
Digitally signed by John "Jack" Walsh
Date: 2025.02.25 10:48:21 -05'00'
Department Director

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

Task Order : ☒ Approved ☐ Disapproved Refer to this Task # on all documentation: 2025-04
Council Approval Required: ☒ YES ☐ NO

Reason
Disapproved:

Brian Dale
Digitally signed by Brian Dale
Date: 2025.03.04 08:51:47 -05'00'
Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed \$75K)

Mayor (Purchases that exceed \$75K)

- 1) Requestor: Completes form and forwards all supporting documentation to Department Director.
- 2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)
- 3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.
- 4) Purchasing Manager reviews and approves, uploads approved Task Order Form.
- 5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding \$75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over \$75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.
- 6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.



Wednesday, March 5, 2025

Continuing Service Agreement Track Sheet

Q-23-12-COC

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

Service Description: Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion

Total Task Orders:	\$579,692.67
Paid:	\$43,756.30
Encumbered:	\$385,704.37

Department: Utilities

Start Date: 6/20/2023

Task Orders Issued: 5

End Date: 6/19/2026

Extensions 2

Contract #	Q-23-12-COC-A	Vendor	CHA Consulting, Inc.	Expires	6/19/2026	\$203,902.00	\$5,334.00	\$198,568.00
Task Order	Task Details			Approved	Status	Task Order Amt.	Paid	Encumbered
2024-01	Pineda Water Main Railroad Crossing; Requested by John Perrin; Project # WS23RR; PO/RQ#: 82362-4147; Notes: 01/30/2024 Emailed Task Order # to John Perrin along with note indicating hourly rate difference on quote that was not specified			4/9/2024	Active	\$203,902.00	\$5,334.00	\$198,568.00
Contract #	Q-23-12-COC-B	Vendor	Kimley-Horn and Associates, Inc.	Expires	6/19/2026	\$218,586.67	\$38,422.30	\$180,164.37
Task Order	Task Details			Approved	Status	Task Order Amt.	Paid	Encumbered
2024-01	S Courtenay Pkwy Water Main Replacement; Requested by John Perrin; Project # WS24WM; PO/RQ#: 82653-48529; Notes: Emailed Task Order # to John (DK-05/29/2024) Emailed Task Order to Brian for approval. (DK-06/18/2024)			7/9/2024	Active	\$169,106.67	\$38,422.30	\$130,684.37
2025-02	Catalina Isle Drive Water Main Relocation; Requested by Kimberley Ross; PO/RQ#: 83234-49231; Notes: Emailed Task Order # to Kim Ross (DK-10/17/2024) Emailed Task Order to Brian for approval (DK-10/29/2024)			10/30/2024	Active	\$49,480.00	\$0.00	\$49,480.00
Contract #	Q-23-12-COC-C	Vendor	McKim & Creed Inc.	Expires	6/19/2026	\$157,204.00	\$0.00	\$6,972.00
Task Order	Task Details			Approved	Status	Task Order Amt.	Paid	Encumbered
2025-03	Well Field Rd As-built; Requested by Katrina Combs; PO/RQ#: 83363-49410; Notes: Emailed Task Order # to Katrina (DK-12/10/24) Emailed Katrina & James, Rates do not match contract (DK-12/10/25)			12/23/2024	Active	\$6,972.00	\$0.00	\$6,972.00
2025-04	West Central Avenue - Watermain Replacement; Requested by Joshua Frary; Project # WS25WC Notes: Emailed Task Order # to Joshua (DK-02/20/2025) Brian requested to see a breakdown of \$39K in Direct Expenses. Subs				Pending	\$150,232.00	\$0.00	\$0.00



City of Cocoa Budget Adjustment Form FY 2025 - 046-PT

SELECT ADJUSTMENT TYPE: Project Transfer

REQUESTING DEPARTMENT #: Finance

DATE PREPARED: 3/5/25

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
(\$ 150,232)	424-4055-536.63-00	WS1201	INFRASTRUCTURE			(\$ 150,232)	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
(\$ 150,232)	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 150,232	424-4055-536.63-00	WS25WC	INFRASTRUCTURE (Watermain Replacement)			\$ 150,232	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 150,232	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Brevard County has a project under design for the replacement of the West Central Av bridge in Merritt Island. Cocoa's watermain will need to be relocated from the existing aerial main to a subaqueous main underneath the bridge/canal. This transfer is for the design of the watermain to be relocated from aerial to subaqueous.

Agenda# 25-221

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.

Joshua Frary
Digitally signed by Joshua Frary
Date: 2025.03.05 10:15:46 -05'00'

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.03.10 10:38:21 -04'00'

Requestor's Signature

Finance Approval Signature

Finance Director's Signature

John "Jack" Walsh
Digitally signed by John "Jack"
Walsh
Date: 2025.03.05 11:05:56 -05'00'

Lora Howell
Digitally signed by Lora Howell
Date: 2025.03.10 10:45:53 -04'00'

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: 03/07/2025
Agenda Date: 3/18/2025
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Samantha Senger, Communications & Economic Development Manager
Requested Action: Approve the date change for the Space Coast Classic Runners 15k and 2miler race.

BACKGROUND:

During any given calendar year, the number of street closures approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 04-2018.

Original road closure approved on 11/12/2024 outside the CBD

Space Coast Runners Annual Space Coast Classic 15k and 2 miler Saturday, April 12th, 2025 (4:30am-9:30am)

Mulberry Street: between BCP Library and Indian River Drive

Indian River Drive.: between Mulberry Street and Brookhill Drive

Total Closure - One Day (Not included in the 24 CBD closures)

Requested date change

Space Coast Runners Annual Space Coast Classic 15k and 2 miler Sunday, April 13th, 2025 (4:30am-9:30am)

Mulberry Street: between BCP Library and Indian River Drive

Indian River Drive.: between Mulberry Street and Brookhill Drive

Total Closure - One Day (Not included in the 24 CBD closures)

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

The City receives \$50.00 for each group that requests a street closure. The MLK event will have the permit fees waived. The event is held on a federal holiday per the special events ordinance section 2-404

PREVIOUS ACTION:

The original street closure date was approved on 11/12/2024

RECOMMENDED MOTION:

Approve the date change for the Space Coast Classic Runners 15k and 2miler race.

CITY COUNCIL AGENDA ITEM

Memo Date: 03/07/2025
Agenda Date: 3/18/2025
Prepared By: Stockton Whitten, City Manager
Through: Jennifer Webster, Senior Planner
Requested Action: Staff requests City Council APPROVE the Aggregation of Lots and Unity of Title for Oxbow Circle, Lots 7 & 8, otherwise described as parcels Tax Parcel ID: 24-35-12-25-*7. Lot 7, GRISSOM RIDGE, and Tax Parcel ID: 24-35-12-25-*8. Lot 8, GRISSOM RIDGE, in the City of Cocoa, to one single enlarged lot 7.

BACKGROUND:

This is a request for the aggregation of lots 7 & 8 in the Grissom Ridge Subdivision in Cocoa, Florida, otherwise described as Tax Parcel ID: 24-35-12-25-*7, Lot 7, GRISSOM RIDGE, and Tax Parcel ID: 24-35-12-25-*8, Lot 8, GRISSOM RIDGE. (See attached Survey "Exhibit A") These parcels are generally located east of Grissom Ridge Parkway, north of SR 528, on Oxbow Circle, also illustrated in the Location Map below.



Location Map

This subdivision was originally platted in 2005 as the Industrial Park GRISSOM RIDGE.

The owner, Greystone Debt Acquisitions, LLC, is requesting the aggregation of these two .54 acre lots for the purposes of developing the larger, single property, totaling 1.08 acres.

Per City of Cocoa Code, Chapter 18 – SUBDIVISIONS, “The aggregation of multiple lots under common ownership [...] may be accomplished through a unity of title agreement with the city,” (Chapter 18, Sec. 148 (a)) and “The city manager shall be required to execute the unity of title agreement on the city's behalf provided the application is in compliance with the provisions of this section” (Chapter 18, Sec. 148 (c)). The Unity of Title agreement is attached hereto.

The aggregation of these lots does not create any non-conforming zoning conditions.

There is an existing 5-foot public utility easement on either side of the common boundary between the existing Lots 7 and 8 that will be vacated as a result of the combination of these lots and the terms of the Grissom Ridge Plat, recorded at Plat Book 53, Page 61, Public Records of Brevard County, Florida, which states, “In the event that two or more lots are combined as one building site the public utility and drainage easement that run along the side of the subject building site will cease and become void so as to accommodate the planned improvements and no public hearing or vacation process will be necessary to vacate these easements. No side lot line will become void should there be utilities or drainage facilities within those easements at the time of the building permit application.”

The City of Cocoa Utilities Department confirmed that there are no existing utilities along the side lot lines between these two parcels.

The Unity of Title Agreement will be recorded in the Public Records of Brevard County, Florida.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Staff requests City Council APPROVE the Aggregation of Lots and Unity of Title for Oxbow Circle, Lots 7 & 8, otherwise described as parcels Tax Parcel ID: 24-35-12-25-*

7. Lot 7, GRISSOM RIDGE, and Tax Parcel ID: 24-35-12-25-* -8. Lot 8, GRISSOM RIDGE, in the City of Cocoa, to one single enlarged lot 7.

This instrument was prepared by
and should be returned to:
Watson, Soileau, DeLeo & Burgett, P.A.
Attn: Victor M. Watson, Esq.
3490 N. Highway 1
Cocoa, FL 31926

UNITY OF TITLE AGREEMENT

THIS UNITY OF TITLE AGREEMENT ("Agreement") is made and entered into by and between **Greystone Debt Acquisitions, LLC**, ("Owner") a Florida Limited Liability Company, whose address is 1415 N. Atlantic Ave., Cocoa, Florida 32931 and the **City of Cocoa, Florida**, ("City") whose address is 65 Stone St., Cocoa, Florida 32922.

WITNESSETH

WHEREAS, Owner is a Florida Limited Liability Company and owns real property located within the jurisdictional limits of the City of Cocoa, Florida, which is identified as the following two (2) tax parcel identification numbers and legal descriptions:

- (1) Tax Parcel ID: 24-35-12-25-*-7. Lot 7, GRISSOM RIDGE, according to the plat thereof, as recorded in Plat Book 53, Page 61, of the Public Records of Brevard County, Florida.
- (2) Tax Parcel ID: 24-35-12-25-*-8. Lot 8, GRISSOM RIDGE, according to the plat thereof, as recorded in Plat Book 53, Page 61, of the Public Records of Brevard County, Florida.

(collectively, the "Real Property").

WHEREAS, Owner desires to unify ownership and title to the Real Property by Lot 7 absorbing Lot 8 to create one enlarged Lot 7; and

WHEREAS, such enlarged Lot 7 shall be subject to all the same terms and conditions imposed on Lots 7 and 8 by: the Grissom Ridge Plat, recorded at Plat Book 53, Page 61, Public Records of Brevard County, Florida; the Development Agreement recorded at Official Records Book 5233, Page 2636, Public Records of Brevard County, Florida; the Restrictions, Covenants, Conditions, and Easements, recorded at Official Records Book 5522, Page 4144 as amended in Official Records Book 5695, Page 919, Public Records of Brevard County, Florida; and the Sidewalk Assessment Agreement recorded at Official Records Book 5687, Page 7781, Public Records of Brevard County, Florida; and

WHEREAS, Owner acknowledges that in order to unify the Real Property into a single unified enlarged Lot 7, Owner is required to enter into this Agreement with the City; and

WHEREAS, Owner and City have agreed to record this Agreement to recognize that hereinafter the Owner will have and maintain unity of ownership and title in the Real Property; and

WHEREAS, Owner and City desire to have the Real Property recognized by the City and Brevard County as one lot; and

WHEREAS, upon full execution and recording of this Agreement, the Real Property shall be unified into a single unified Lot 7, which will be owned by the Owner; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby fully incorporated and made a part of this Agreement as if more fully set forth herein.
2. **The Property.** Owner represents and warrants that it possesses fee simple title to the Real Property described above. A depiction of the two (2) real properties above which are being unified herein is set forth on the attached **Exhibit "A"** which is hereby fully incorporated herein by this reference for demonstrative purposes.
3. **Representations of Owner.**
 - A. Owner agrees not to sell, convey or assign any interest in the unified Real Property which would cause the loss of unity of ownership or title, without first obtaining the written consent of the City of Cocoa. Nothing herein is intended to prohibit or restrict the Owner from selling, conveying or assigning the unified Real Property as a unified parcel of land or encumbering the unified Real Property with easements or other interests in land that do not cause loss of unity of ownership of title.
 - B. Owner agrees that the provisions of this Agreement shall be binding upon any successors of Owner and this Agreement shall run with the land.
 - C. Owner represents and warrants that it has the power and authority to enter into and consummate the terms and conditions of this Agreement; that all acts, approvals, procedures and similar matters required in order to authorize this Agreement have been taken, obtained and followed; that this Agreement and the proposed performance of this Agreement is not an ultra vires act; and that, upon execution of this Agreement, this Agreement will be valid and binding upon the parties and their successors. Owner further represents and warrants it is lawfully seized of the Real Property in fee simple and has full and lawful authority to execute this Agreement and bind the Real Property as set forth herein. Owner affirms that the Real Property is free of any and all mortgages.
4. **Recording.** The Parties agree and consent to this Agreement being recorded in the Public Records of Brevard County, Florida, and that all costs of recording shall be paid by the Owner.

5. **Vacation of Public Utility Easement.** The City of Cocoa herein agrees that the existing 5-foot public utility easements on either side of the common boundary between the existing Lots 7 and 8 are vacated as a result of the combination of these lots and the terms of the Grissom Ridge Plat, recorded at Plat Book 53, Page 61, Public Records of Brevard County, Florida.

IN WITNESS WHEREOF, the aforementioned Parties have executed this Agreement on the dates set forth below.

OWNER:

Greystone Debt Acquisitions, LLC



Print: Jeffery W. Wells

Title: Manager

Date: 03/12/2025

WITNESS:

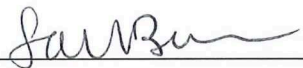


Print: Cassandra Wine

Address: 1415 N. Atlantic Ave Cocoa Beach

Date: 3-12-25 FL 32931

WITNESS:



Print: Samantha Begley

Address: 1415 N. Atlantic Ave Cocoa Beach

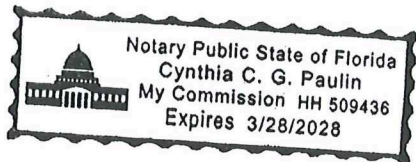
Date: 3-12-25 FL 32931

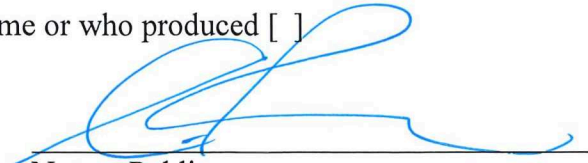
STATE OF FLORIDA

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 12 day of March 2025, by Jeffery W. Wells as the manager of Greystone Debt

Acquisitions, Inc., who is [☒] personally known to me or who produced [☐]
_____ as identification.





Notary Public

My Commission Expires: _____

CITY

City of Cocoa

Stockton Whitten

City Manager

Date: _____

ATTEST:

Monica Arsenault

City Clerk

CITY SEAL

Approved as to form and sufficiency
for the City of Cocoa only:

Anthony A. Garganese

City Attorney

EXHIBIT A

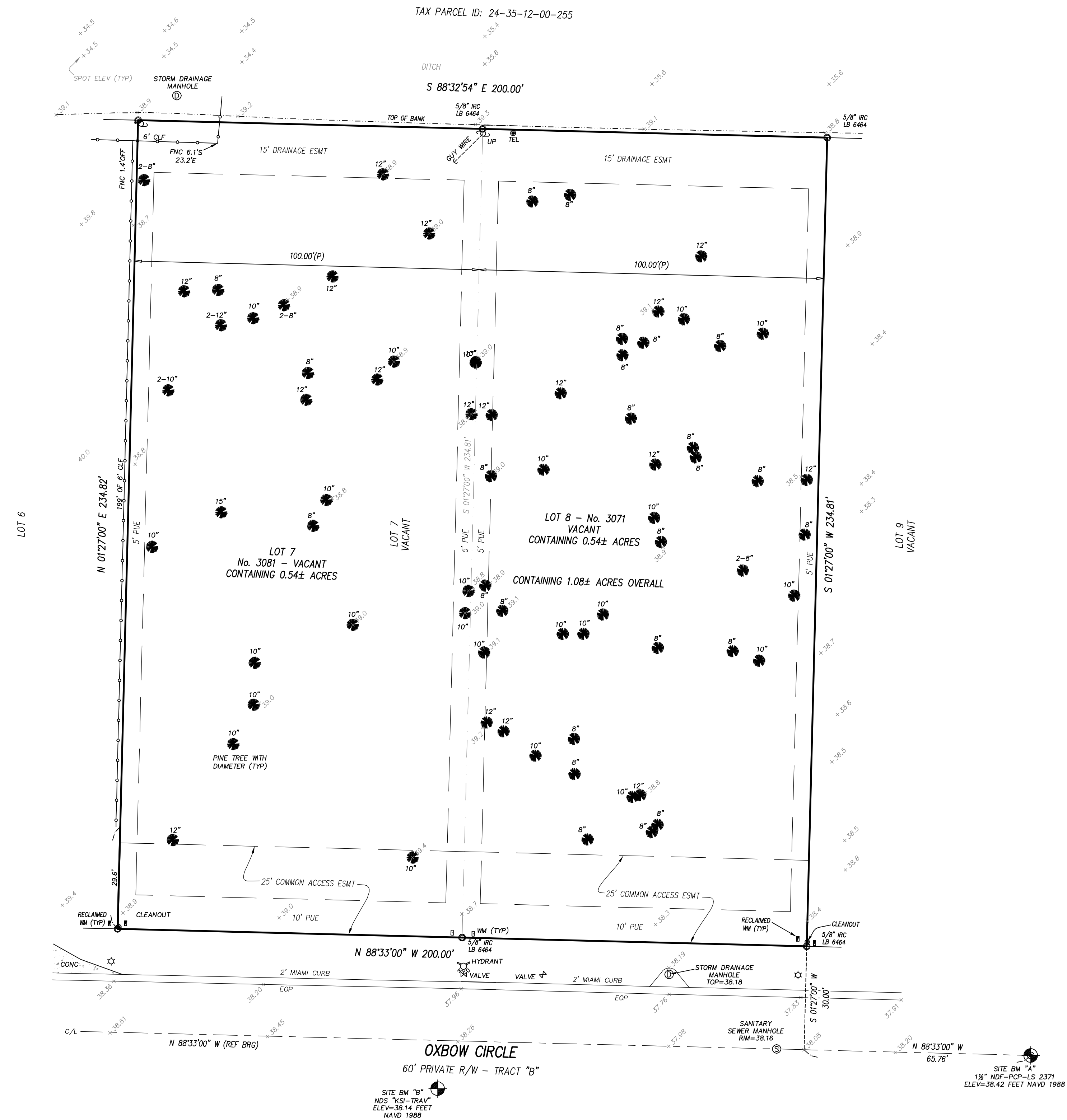
MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION:

LOTS 7 AND 8, GRISSOM RIDGE, ACCORDING TO THE
PLAT THEREOF, AS RECORDED IN PLAT BOOK 53,
PAGE 61, PUBLIC RECORDS OF BREVARD COUNTY,
FLORIDA

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.



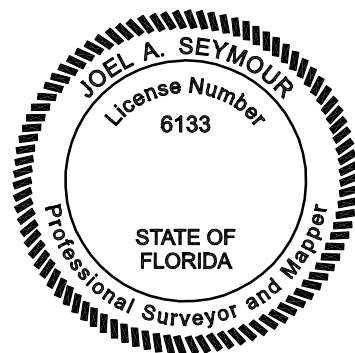
CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED SURVEY WAS DONE UNDER MY DIRECTION AND MEETS THE STANDARDS AND PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Joel A Seymour Digitally signed by Joel A
Seymour
Date: 2024.10.04 08:30:22 -04'00' DATE: 10/4/24

JOEL A. SEYMOUR PROFESSIONAL LAND SURVEYOR AND MAPPER
STATE OF FLORIDA NO. LS 6133

DRAWN BY: JIL	SCALE 1 INCH = 20 FEET
---------------	------------------------



LEGEND

= ARC
 A/C = AIR CONDITIONER
 BFE = BASE FLOOD ELEVATION
 BLDG = BUILDING
 BLK = BLOCK
 BM = BENCHMARK
 BRG = BEARING
 (C) = CALCULATED
 CATV = CABLE TELEVISION
 CBS = CONCRETE BLOCK STRUCTURE
 CHD = CHORD
 C/L = CENTERLINE
 CLF = CHAIN LINK FENCE
 CMF = CONCRETE MONUMENT FOUND
 CMP = CORRUGATED METAL PIPE
 CONC = CONCRETE
 COR = CORNER
 (D) = DEED
 DB = DEED BOOK
 DA = DELTA ANGLE
 ELEC = ELECTRIC
 ELEV = ELEVATION
 ENC = ENCROACHMENT
 EOP = EDGE OF PAVEMENT
 ESMT = EASEMENT
 FB = FIELD BOOK
 FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
 FF = FINISHED FLOOR
 FNC = FENCE
 FND = FOUND
 FL&L = FLORIDA POWER & LIGHT COMPANY
 ID = IDENTIFICATION
 IPT = IRON PIPE FOUND
 IRC = IRON ROD & CAP FOUND
 IRF = IRON ROD FOUND
 IRS = 5/8" IRON ROD SET "LB 7838"
 LB = LICENSED BUSINESS NUMBER
 LS = (RLS) or (PLS) REGISTERED OR PROFESSIONAL LAND SURVEYOR
 (M) = MEASURED
 NAVD = NORTH AMERICAN VERTICAL DATUM
 NOF = NAIL & DISK FOUND
 NDS = 1 "1/4" NAIL & DISK SET "LB 7838"
 NGVD = NATIONAL GEODETIC VERTICAL DATUM
 No. = NUMBER
 O/H = OVERHEAD
 ORB = OFFICIAL RECORDS BOOK
 O/S = OFFSET
 (P) = PLAT
 PCB = PLAT BOOK
 PC = POINT OF CURVATURE
 PCC = POINT OF COMPOUND CURVATURE
 PCP = PERMANENT CONTROL POINT
 PI = POINT OF INTERSECTION
 PLS = PROFESSIONAL LAND SURVEYOR
 POB = POINT OF BEGINNING
 POC = POINT OF COMMECMENT
 PRC = POINT OF REVERSE CURVATURE
 PRM = PERMANENT REFERENCE MONUMENT
 PRS = PROFESSIONAL SURVEYOR AND MAPPER
 (P) = POINT OF TANGENCY
 PUDE = PUBLIC UTILITY & DRAINAGE EASEMENT
 PUE = PUBLIC UTILITY EASEMENT
 R = RADIUS
 REF = REFERENCE
 RNG = RANGE
 R/W = RIGHT OF WAY
 SEC = SECTION
 STH = SPECIAL ROAD HAZARD AREAS
 TEL = TELEPHONE RISER
 TWP = TOWNSHIP
 TYP = TYPICAL
 UP = UTILITY POLE
 WD = WOOD
 WIT-COR = 5/8" IRON ROD SET WITH CAP "WITNESS LB 7838"
 WM = WATER METER
 XCF = CROSS CUT FOUND

NOTES:

1. BEARINGS BASED ON THE C/2, BEING N 88°37'00" W AS PER PLAT (SEE SKETCH).
2. ELEVATIONS BASED ON BREVARD COUNTY SURVEYING AND MAPPING BENCHMARK "DS202" BEING AT AN ELEVATION OF 28.86 FEET NAVD 1988.
3. FLOOD ZONE "X", MAP NO. 12090903020H COMMUNITY NO. 120202, FIRM INDEX DATE: JANUARY 29, 2021, FLOOD ZONE INFORMATION DETAIL HEREON IS APPROXIMATE. FEMA RETAINS SOLE AUTHORITY REGARDING BOUNDARY AND EXTENT OF SSHA.
4. HORIZONTAL CLOSURE MEETS OR EXCEEDS THE ACCURACY REQUIREMENTS FOR SUBURBAN LAND AS PER FLORIDA STATUTE 5A-17-6.003.
5. BEARINGS, DISTANCES OR ANGLES SHOWN ARE THE SAME AS PLAT, DEED OR RECORD UNLESS SHOWN OTHERWISE.
6. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL, OR THE DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR OR MAPPER. AUDITIONS OR DECLINATIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. THE SURVEYOR HAS NOT LOCATED NOR ATTEMPTED TO LOCATE ANY UNDERGROUND UTILITIES, FOUNDATIONS, OR STRUCTURES OTHER THAN THOSE THAT MAY BE SHOWN HEREON.
8. ONLY BOUNDARY CORNER MONUMENTS AS SHOWN HEREON ARE TO BE USED FOR THE LOCATION AND CONSTRUCTION OF IMPROVEMENTS.
9. UNLESS OTHERWISE INDICATED THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH OR ATTORNEY'S TITLE OPINION.

CERTIFIED TO:

THE SCALES COMPANY

BOUNDARY & TOPOGRAPHIC SURVEY	DATE: 12/18/23
COMBINED LOTS	DATE: 10/3/24
	JOB No. 43269
	GRISSOM/L7-8

Kane Surveying, Inc.
FLORIDA LICENSED BUSINESS No. LB 7838
505 DISTRIBUTION DRIVE
MELBOURNE, FLORIDA 32904
(321) 676-0427

CITY COUNCIL AGENDA ITEM

Memo Date: 03/07/2025
Agenda Date: 3/18/2025
Prepared By: Stockton Whitten, City Manager
Through: Jennifer Webster, Senior Planner
Requested Action: Staff requests City Council APPROVE the Aggregation of Lots and Unity of Title for Oxbow Circle, Lots 26 & 27, otherwise described as parcels Tax Parcel ID: 24-35-12-25-*-26. Lot 26, GRISSOM RIDGE, and Tax Parcel ID: 24-35-12-25-*-27. Lot 27, GRISSOM RIDGE, in the City of Cocoa, to one single enlarged lot 26.

BACKGROUND:

This is a request for the aggregation of lots 26 & 27 in the Grissom Ridge Subdivision in Cocoa, Florida, otherwise described as Tax Parcel ID: 24-35-12-25-*-26, Lot 26, GRISSOM RIDGE, and Tax Parcel ID: 24-35-12-25-*-27, Lot 27, GRISSOM RIDGE. (See attached Survey "Exhibit A") These parcels are generally located east of Grissom Ridge Parkway, north of SR 528, on Oxbow Circle, also illustrated in the Location Map below.



Location Map

This subdivision was originally platted in 2005 as the Industrial Park GRISSOM RIDGE.

The owner, Greystone Debt Acquisitions, LLC, is requesting the aggregation of Lot 26 (.54 acres) and Lot 27 (.49 acres) for the purposes of developing the larger, single property, totaling 1.03 acres.

Per City of Cocoa Code, Chapter 18 – SUBDIVISIONS, “The aggregation of multiple lots under common ownership [...] may be accomplished through a unity of title agreement with the city,” (Chapter 18, Sec. 148 (a)) and “The city manager shall be required to execute the unity of title agreement on the city's behalf provided the application is in compliance with the provisions of this section” (Chapter 18, Sec. 148 (c)). The Unity of Title agreement is attached hereto.

The aggregation of these lots does not create any non-conforming zoning conditions.

There is an existing 5-foot public utility easement on either side of the common boundary between the existing Lots 26 and 27 that will be vacated as a result of the combination of these lots and the terms of the Grissom Ridge Plat, recorded at Plat Book 53, Page 61, Public Records of Brevard County, Florida, which states, “In the event that two or more lots are combined as one building site the public utility and drainage easement that run along the side of the subject building site will cease and

become void so as to accommodate the planned improvements and no public hearing or vacation process will be necessary to vacate these easements. No side lot line will become void should there be utilities or drainage facilities within those easements at the time of the building permit application.”

The City of Cocoa Utilities Department confirmed that there are no existing utilities along the side lot lines between these two parcels.

The Unity of Title Agreement will be recorded in the Public Records of Brevard County, Florida.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Staff requests City Council APPROVE the Aggregation of Lots and Unity of Title for Oxbow Circle, Lots 26 & 27, otherwise described as parcels Tax Parcel ID: 24-35-12-25-*26. Lot26, GRISSOM RIDGE, and Tax Parcel ID: 24-35-12-25-*27. Lot 27, GRISSOM RIDGE, in the City of Cocoa, to one single enlarged lot 26.

This instrument was prepared by
and should be returned to:
Watson, Soileau, DeLeo & Burgett, P.A.
Attn: Victor M. Watson, Esq.
3490 N. Highway 1
Cocoa, FL 31926

UNITY OF TITLE AGREEMENT

THIS UNITY OF TITLE AGREEMENT ("Agreement") is made and entered into by and between **Greystone Debt Acquisitions, LLC**, ("Owner") a Florida Limited Liability Company, whose address is 1415 N. Atlantic Ave., Cocoa, Florida 32931 and the **City of Cocoa, Florida**, ("City") whose address is 65 Stone St., Cocoa, Florida 32922.

WITNESSETH

WHEREAS, Owner is a Florida Limited Liability Company and owns real property located within the jurisdictional limits of the City of Cocoa, Florida, which is identified as the following two (2) tax parcel identification numbers and legal descriptions:

- (1) Tax Parcel ID: 24-35-12-25-*-26. Lot 26, GRISSOM RIDGE, according to the plat thereof, as recorded in Plat Book 53, Page 61, of the Public Records of Brevard County, Florida.
- (2) Tax Parcel ID: 24-35-12-25-*-27. Lot 27, GRISSOM RIDGE, according to the plat thereof, as recorded in Plat Book 53, Page 61, of the Public Records of Brevard County, Florida.

(collectively, the "Real Property").

WHEREAS, Owner desires to unify ownership and title to the Real Property by Lot 26 absorbing Lot 27 to create one enlarged Lot 26; and

WHEREAS, such enlarged Lot 26 shall be subject to all the same terms and conditions imposed on Lots 26 and 27 by: the Grissom Ridge Plat, recorded at Plat Book 53, Page 61, Public Records of Brevard County, Florida; the Development Agreement recorded at Official Records Book 5233, Page 2636, Public Records of Brevard County, Florida; the Restrictions, Covenants, Conditions, and Easements, recorded at Official Records Book 5522, Page 4144 as amended in Official Records Book 5695, Page 919, Public Records of Brevard County, Florida; and the Sidewalk Assessment Agreement recorded at Official Records Book 5687, Page 7781, Public Records of Brevard County, Florida; and

WHEREAS, Owner acknowledges that in order to unify the Real Property into a single unified enlarged Lot 26, Owner is required to enter into this Agreement with the City; and

WHEREAS, Owner and City have agreed to record this Agreement to recognize that hereinafter the Owner will have and maintain unity of ownership and title in the Real Property; and

WHEREAS, Owner and City desire to have the Real Property recognized by the City and Brevard County as one lot; and

WHEREAS, upon full execution and recording of this Agreement, the Real Property shall be unified into a single unified Lot 26, which will be owned by the Owner; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

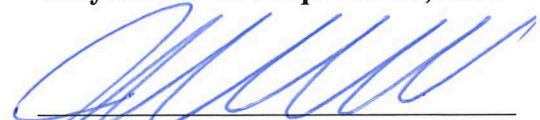
1. **Recitals.** The foregoing recitals are true and correct and are hereby fully incorporated and made a part of this Agreement as if more fully set forth herein.
2. **The Property.** Owner represents and warrants that it possesses fee simple title to the Real Property described above. A depiction of the two (2) real properties above which are being unified herein is set forth on the attached **Exhibit "A"** which is hereby fully incorporated herein by this reference for demonstrative purposes.
3. **Representations of Owner.**
 - A. Owner agrees not to sell, convey or assign any interest in the unified Real Property which would cause the loss of unity of ownership or title, without first obtaining the written consent of the City of Cocoa. Nothing herein is intended to prohibit or restrict the Owner from selling, conveying or assigning the unified Real Property as a unified parcel of land or encumbering the unified Real Property with easements or other interests in land that do not cause loss of unity of ownership of title.
 - B. Owner agrees that the provisions of this Agreement shall be binding upon any successors of Owner and this Agreement shall run with the land.
 - C. Owner represents and warrants that it has the power and authority to enter into and consummate the terms and conditions of this Agreement; that all acts, approvals, procedures and similar matters required in order to authorize this Agreement have been taken, obtained and followed; that this Agreement and the proposed performance of this Agreement is not an ultra vires act; and that, upon execution of this Agreement, this Agreement will be valid and binding upon the parties and their successors. Owner further represents and warrants it is lawfully seized of the Real Property in fee simple and has full and lawful authority to execute this Agreement and bind the Real Property as set forth herein. Owner affirms that the Real Property is free of any and all mortgages.
4. **Recording.** The Parties agree and consent to this Agreement being recorded in the Public Records of Brevard County, Florida, and that all costs of recording shall be paid by the Owner.

5. **Vacation of Public Utility Easement.** The City of Cocoa herein agrees that the existing 5-foot public utility easements on either side of the common boundary between the existing Lots 7 and 8 are vacated as a result of the combination of these lots and the terms of the Grissom Ridge Plat, recorded at Plat Book 53, Page 61, Public Records of Brevard County, Florida.

IN WITNESS WHEREOF, the aforementioned Parties have executed this Agreement on the dates set forth below.

OWNER:

Greystone Debt Acquisitions, LLC



Print: Jeffery W. Wells

Title: Manager

Date: 03/12/2025

WITNESS:

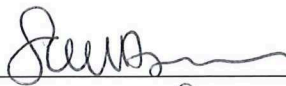


Print: Cassandra Wine

Address: 1415 N. Atlantic Ave
Cocoa Beach FL 32931

Date: 3-12-25

WITNESS:



Print: Samantha Begley

Address: 1415 N. Atlantic Ave
Cocoa Beach FL 32931

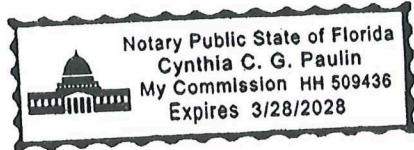
Date: 3-12-25

STATE OF FLORIDA

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 12 day of March 2025, by Jeffery W. Wells as the manager of Greystone Debt

Acquisitions, Inc., who is [☒] personally known to me or who produced [☐]
_____ as identification.



Notary Public
My Commission Expires: _____

CITY

City of Cocoa

Stockton Whitten
City Manager

Date: _____

ATTEST:

Monica Arsenault
City Clerk

CITY SEAL

Approved as to form and sufficiency
for the City of Cocoa only:

Anthony A. Garganese
City Attorney

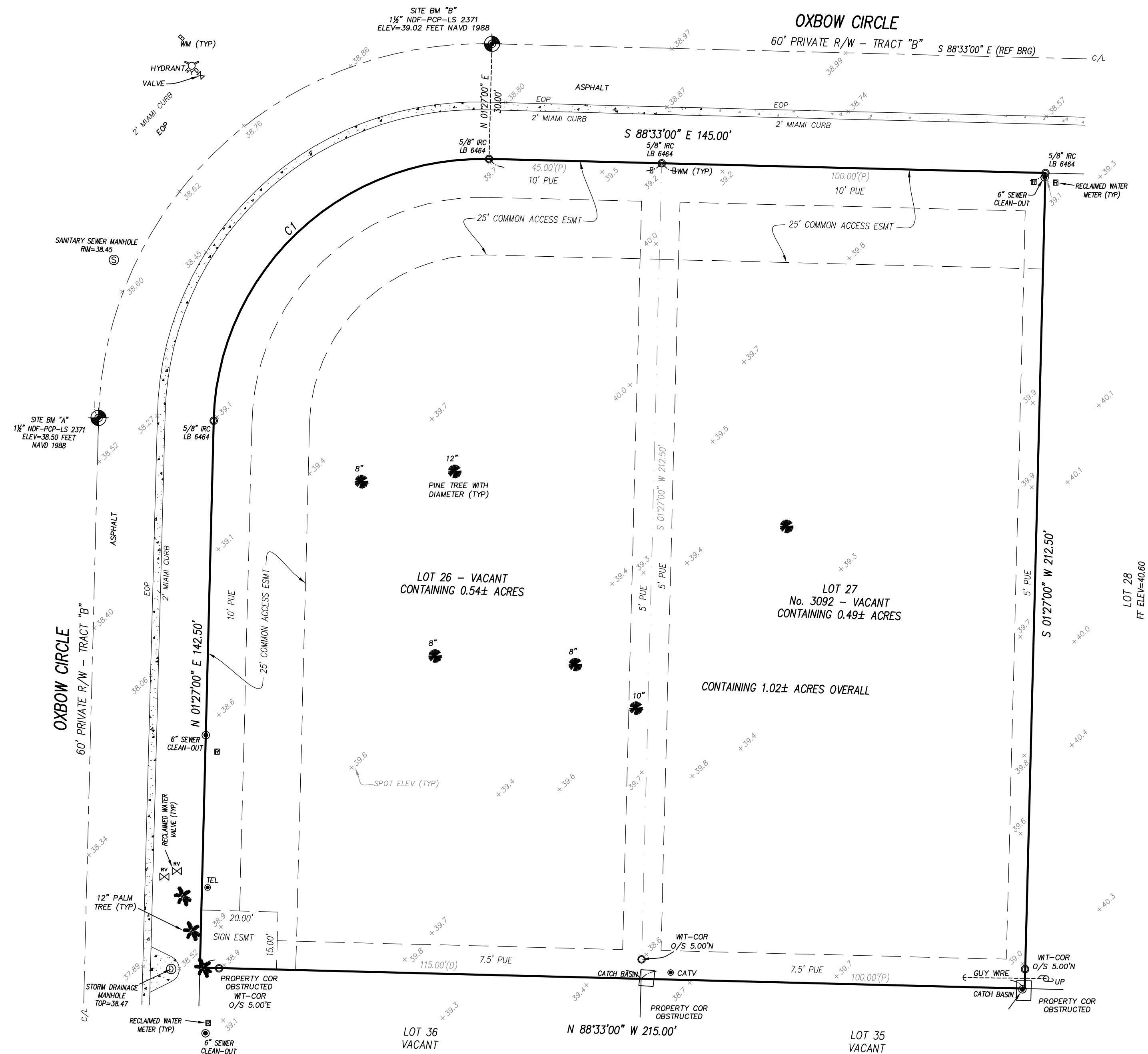
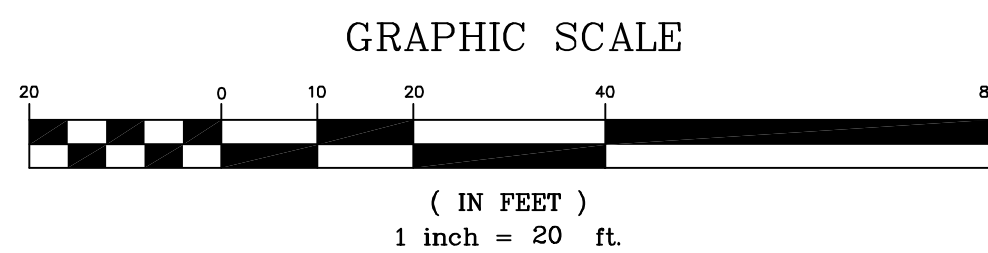
EXHIBIT A

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	109.96'	70.00'	90°00'00"	99.00'	N46°27'00"E

LEGAL DESCRIPTION:

LOTS 26 AND 27, GRISSOM RIDGE,
ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 53, PAGE 61,
PUBLIC RECORDS OF BREVARD COUNTY,
FLORIDA



LEGEND

A = ARC
A/C = AIR CONDITIONER
BFE = BASE FLOOD ELEVATION
BLDG = BUILDING
BLK = BLOCK
BM = BENCHMARK
BRG = BEARING
(C) = CALCULATED
CATV = CABLE TELEVISION
CBS = CONCRETE BLOCK STRUCTURE
CHD = CHORD
C/L = CENTERLINE
CLF = CHAIN LINK FENCE
CMC = CONCRETE MONUMENT FOUND
CMP = CORRUGATED METAL PIPE
CONC = CONCRETE
COR = CORNER
(D) = DEED
DB = DEED BOOK
DA = DELTA ANGLE
ELEC = ELECTRIC
ELEV = ELEVATION
ENC = ENCROACHMENT
EOP = EDGE OF PAVEMENT
ESMT = EASEMENT
FB = FIELD BOOK
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
FF = FINISHED FLOOR
FNC = FENCE
FND = FOUND
FPL&L = FLORIDA POWER & LIGHT COMPANY
ID = IDENTIFICATION
IIPF = IRON PIPE FOUND
IRF = IRON ROD & CAP FOUND
IRF = IRON ROD FOUND
IRS = 5/8" IRON ROD SET "LB 7838"
LB = LICENSED BUSINESS NUMBER
LS = (RLS) or (PLS) REGISTERED OR PROFESSIONAL LAND SURVEYOR
(M) = MEASURED
NAVJ = NORTH AMERICAN VERTICAL DATUM
NDS = NAIL & DISK FOUND
NDF = 1 1/4" NAIL & DISK SET "LB 7838"
NVDJ = NORTH AMERICAN GEODETIC VERTICAL DATUM
No. = NUMBER
O/H = OVERHEAD
ORB = OFFICIAL RECORDS BOOK
O/S = OFFSET
(P) = PLAT
PB = PLAT BOOK
PC = POINT OF CURVATURE
PCC = POINT OF COMPOUND CURVATURE
PCP = PERMANENT CONTROL POINT
PI = POINT OF INTERSECTION
PLS = PROFESSIONAL LAND SURVEYOR
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRC = POINT OF REVERSE CURVATURE
PSM = PERMANENT REFERENCE MONUMENT
PSM = PROFESSIONAL SURVEYOR AND MAPPER
PUI = POINT OF TANGENCY
PULDE = PUBLIC UTILITY & DRAINAGE EASEMENT
PUE = PUBLIC UTILITY EASEMENT
R = RADIUS
REF = REFERENCE
RNG = RANGE
R/W = RIGHT OF WAY
SEC = SECTION
SPHM = SPECIAL FLOOD HAZARD AREAS
TEL = TELEPHONE RISER
TWP = TOWNSHIP
TYP = TYPICAL
UD = UTILITY POLE
WD = WOOD
WIT-COR = 5/8" IRON ROD SET WITH CAP "WITNESS LB 7838"
WM = WATER METER
XC = CROSS CUT FOUND

NOTES:

1. BEARINGS BASED ON THE C/A BEING S 88°33'00" E AS PER PLAT (SEE SKETCH)
2. ELEVATIONS BASED ON BREVARD COUNTY SURVEYING AND MAPPING BENCHMARK "05A20" BEING AT AN ELEVATION OF 28.86 FEET MVD 1988.
3. FLOOD ZONE "X", MAP NO. 1209030320ZH COMMUNITY NO. 120202, FROM INDEX DATE: JANUARY 29, 2021, ZONE INFORMATION DEPICTED HEREON IS APPROXIMATE. THE STATE RETAINS SOLE AUTHORITY REGARDING BOUNDARY AND EXTENT OF SHADE.
4. HORIZONTAL CLOSURE MEETS OR EXCEEDS THE ACCURACY REQUIREMENTS FOR SUBURBAN LAND AS PER FLORIDA STATUTE 5A-17-6.003.
5. BEARINGS, DISTANCES OR ANGLES SHOWN ARE THE SAME AS PLAT, DEED OR RECORD UNLESS SHOWN OTHERWISE.
6. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL GRAINED SEAL, OR THE DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR OR MAPPING AGENCIES OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. THE SURVEYOR HAS NOT LOCATED NOR ATTEMPTED TO LOCATE ANY UNDERGROUND UTILITIES, FOUNDATIONS, OR STRUCTURES OTHER THAN THOSE THAT MAY BE SHOWN HEREON.
8. ONLY BOUNDARY CORNER MONUMENTS AS SHOWN HEREON ARE TO BE USED FOR THE LOCATION AND CONSTRUCTION OF IMPROVEMENTS.
9. UNLESS OTHERWISE INDICATED THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH OR ATTORNEY'S TITLE OPINION.

CERTIFIED TO:
THE SCALES COMPANY

BOUNDARY & TOPOGRAPHIC SURVEY	DATE: 12/22/23
COMBINED LOTS	DATE: 10/3/24
	JOB No. 43261
	GRISSOM/L26-27

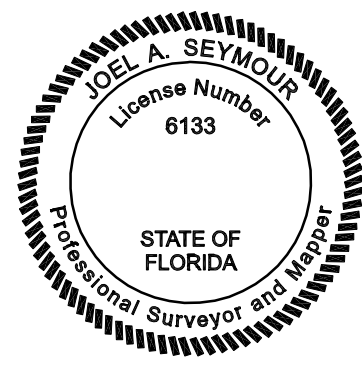
Kane Surveying, Inc.
FLORIDA LICENSED BUSINESS No. LB 7838
505 DISTRIBUTION DRIVE
MELBOURNE, FLORIDA 32904
(321) 676-0427

CERTIFICATION:
I HEREBY CERTIFY: THAT THE ATTACHED SURVEY WAS DONE UNDER MY
DIRECTION AND MEETS THE STANDARDS AND PRACTICE SET FORTH BY THE
FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17
FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA
STATUTES.

Joel A Seymour Digitally signed by Joel A Seymour
Date: 2024.10.04 08:28:19 -04'00' DATE: 10/4/24

JOEL A. SEYMOUR PROFESSIONAL LAND SURVEYOR AND MAPPER
STATE OF FLORIDA NO. LS 6133

DRAWN BY: JIL	SCALE 1 INCH = 20 FEET
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CITY COUNCIL AGENDA ITEM

Memo Date: 03/14/2025
Agenda Date: 3/18/2025
Prepared By: Patrick Dovale, Commander
Through: Evander Collier, Police Chief
Requested Action: Request Council to approve the Cocoa Police Department to enter in a MOA with the U.S. Immigration and Customs Enforcement (ICE).

BACKGROUND:

On January 20, 2025, President Donald J. Trump issued Executive Order (EO) 14159, Protecting the American People Against Invasion. This EO requires ICE to authorize State and local law enforcement officials, as the Secretary of Homeland Security determines are qualified and appropriate, under section 287(g) of the Immigration and Nationality Act to the maximum extent permitted by law. Several states, including but not limited to Georgia and Florida, have passed, or are considering, State legislation mandating law enforcement agencies (LEAs) seek out or enter into memorandums of agreement (MOA) with ICE pursuant to a partnership under the 287(g) Program.

Participation in the 287(g) Program is limited to LEA's only. LEAs interested in participating in the 287(g) Program must sign an MOA with ICE. LEAs will nominate officers to participate in the 287(g) Program. Nominees must possess U.S. citizenship, complete, and pass a background investigation, and have knowledge of and have enforced laws and regulations related to law enforcement activities at their jurisdictions. Nominees will receive training at the expense of ICE related to the immigration duties pertinent to the applicable MOA.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Request Council to approve the Cocoa Police Department to enter in a MOA with the U.S. Immigration and Customs Enforcement (ICE).

For Immediate Release: March 11, 2025

Contact: Office of the SBIE Executive Director, ImmigrationDirector@fdle.state.fl.us



Immigration Director Opens Accountability Dashboard for Concerned Law Enforcement

Executive Director Larry Keefe provides an avenue for reporting local law enforcement agencies for failing to comply with Florida's immigration laws

TALLAHASSEE, Fla. — Today, State Board of Immigration Enforcement (SBIE) Executive Director Larry Keefe announced the creation of the “Law Enforcement Accountability Dashboard” (LEAD). This program will work to ensure local government entities like sheriff’s offices and police departments are actively complying with Florida immigration law.

Under Florida law, any official representing a law enforcement agency that does not use their best efforts to support the enforcement of federal immigration law is in violation of Florida statute and is subject to penalties and judicial proceedings by the Attorney General, or removal from office by the Governor.

“This reporting system will provide a direct channel for officers and employees to report any failure by their agency to comply with Florida’s immigration enforcement policies,” **Executive Director Keefe** said. “Let there be no misunderstanding—Florida law will be enforced.”

The dashboard can be found by visiting the SBIE website. All reports will be thoroughly reviewed by FDLE, and appropriate actions will be taken as necessary in accordance with Florida law.

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CITY COUNCIL AGENDA ITEM

Memo Date: 02/21/2025
Agenda Date: 3/18/2025
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, Finance Director
Requested Action: Approve BAF#25-043-T for Brightly Software (SBITA) Account Correction, in accordance with Governmental Accounting Standards Board(GASB) requirements. Approve a Resolution Amending the Budget for future GASB 87 Leases and GASB 96 Multi-Year Service-Based Information Technology Arrangements (SBITA), within the City Managers Signing Authority.

BACKGROUND:

The Governmental Accounting Standard Board (GASB) requires certain multi-year Leases (GASB 87) and Service-Based Information Technology Arrangements (SBITA) (GASB 96) be recorded as debt. Throughout the Fiscal Year, Accounting reviews whether a new contract qualifies for either GASB rule and, if it does qualify, the budget must be transferred from the Department's expense account to Debt Services accounts within the General Operations Divisions. The City's Financial Operations Manual (FOM) requires City Council approval for budgets moved between departments, regardless of the amount. As such, staff is requesting approval to do budget transfers for all newly identified GASB 87 & GASB 96 items from any department's operating accounts to debt in the General Operations Accounts. If the lease or the SBITA exceeds the City Manager's signing authority, the departments will continue to seek the approval of the City Council, for the expenditure and budget will be allocated to debt at that time. Existing GASB87 leases and GASB 96 SBITAs that have been identified are budgeted in the appropriate general ledger accounts in the adopted budget.

Attached is a budget transfer required, moving funds from the Public Works department (division 3560) to General Operations department (division1600) in the General Fund to record principal and interest related to the software purchase as a SBITA to be in compliance with GASB.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted?Yes

If not budgeted, is amendment / transfer attached? Yes (To move to debt)

Source/Use of Funds

Account: 001-3560-519.56-15 (14,771)
Account 001-3560-519.46-02 (9,486)

To:

Principal 001-1600-517.71-72	22,831
Interest 001-1600-517.72-72	1,426

Total \$24,257

If a P.O. Change Order is involved, please complete the following:

Change Order Amount: \$9,486

Original Purchase Order Amount: \$26,510.43

With new account numbers (Principal and Interest)

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Approve BAF#25-043-T for Brightly Software (SBITA) Account Correction, in accordance with Governmental Accounting Standards Board(GASB) requirements.

Approve a Resolution Amending the Budget for future GASB 87 Leases and GASB 96 Multi-Year Service-Based Information Technology Arrangements (SBITA), within the City Managers Signing Authority.

RESOLUTION NO. 2025-019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ADJUSTING THE CITY OF COCOA ANNUAL BUDGETS IN ACCORDANCE WITH GOVERNMENTAL ACCOUNTING STANDARDS (GASB 87 AND GASB 96) TRANSFERRING THE FUNDING BETWEEN DEPARTMENTS FOR THE DEBT PAYMENTS REQUIRED FOR LEASES AND MULTI-YEAR SERVICE BASED INFORMATION TECHNOLOGY ARRANGEMENTS.

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 Regular 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's Financial Operations Manual (FOM) requires City Council approval to move budget from one department to another; and

WHEREAS, new contracts for leases and software based information technology must be reviewed for applicability to GASB87 or GASB96 when a purchase occurs; and

WHEREAS, if a purchase is deemed applicable to be recorded under GASB87 or GASB 96 as debt, a budget transfer between departments must occur; 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. Transfers between departments will be allowed if a purchase is deemed to fall under GASB87 or GASB96 and must be recorded as a debt issuance to comply with the GASB requirement.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 18th day of March 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

Page 313 of 474

CITY COUNCIL AGENDA ITEM

Memo Date: 03/12/2025
Agenda Date: 3/18/2025
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action: Request approval for a multi-year agreement between the City of Cocoa and Parrish Medical Center for Occupational Health Services effective March 18, 2025, through March 17, 2028, and authorize the City Manager to execute any renewal terms per agreement.

BACKGROUND:

The City of Cocoa Human Resources Division needs to have a network of occupational healthcare options for our City employees for work-related matters. Having this agreement in place will expand the City's options when a need arises for medical treatment. The City budgets annually for drug testing, fit-for-duty physicals, and other occupational medical needs. This agreement is recommended with Parrish Medical to have it in place for use on an as-needed basis. The annual costs will vary based on situations that arise. An estimated annual cost is included in the adopted budget each year. The current price sheet is attached.

The City's last agreement with Parrish Medical expired in December 2021. The City failed to extend the agreement at the time of expiration. Therefore, we need to execute a new agreement with a new term.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

Account Number

001-1600-513.31-02

Amount

Varies, as needed

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Request approval for a multi-year agreement between the City of Cocoa and Parrish Medical Center for Occupational Health Services effective March 18, 2025, through March 17, 2028, and authorize the City Manager to execute any renewal terms per agreement.

Occupational Health Services Rates

PAGE 1

Physicals

Physical – DOT	\$110
Physical – USCG	\$83
Physical – Basic/Brief (waist up only) / History	\$78
Physical – Executive/History	\$135
Physical – Travel/Consultation	\$80
Physical – Follow-up	\$30
Fit for Duty/Return to Work	\$110
Nurse Only Screening	\$30
Respirator Fit Test	\$70

Substance Testing

Non-DOT	\$43
DOT	\$48
5 Panel – Non-DOT	\$43
8 Panel – Non-DOT	\$48
10 Panel – Non-DOT	\$53
10 Panel w/ Alcohol Levels	\$55
12 Panel	\$55
Nicotine	\$30
Observed Specimen	\$25
Blood & Urine – Collection only	\$20
Urinalysis Dipstick	\$7
Urinalysis Routine, Chemistry & Micro	\$10
Breath Alcohol (incl. confirmation of positive result)	\$63
Blood Alcohol (Collection fee included)	\$63
MRO	
Random Management Program-Initial	\$53
Annual Fee < 25 Emp.	\$79
Annual Fee > 25-100 Emp.	\$158
Annual Fee > 100 Emp.	\$315

Lab Work

Blood sugar (fasting)	\$46
Complete Blood Count (CBC)w/ or w/o diff	\$15
Comprehensive Metabolic Panel	\$15
TB (PPD)	\$20
Quantiferon Gold TB Screening	\$88
Hemocult	\$37
Stool Occult Blood / Guaiac	\$22
PSA, Prostate Specific Antigen	\$69
Stool Ova / Parasites	\$25
Cholesterol, serum total	\$12
Lead Blood	\$15
Lead & Zinc Protoporphyrin	\$21
Lipid Panel	\$15
Hepatitis A Antibody Total	\$34
Hepatitis A, IGM Antibody	\$33
Hepatitis B Surface Antigen Test	\$29
Hepatitis B Surface Antibody Test	\$29
Hepatitis C Antibody, Anti-HCV	\$30
MMR Titer	\$59
DPT Titer	\$59
Polio Titer	\$165
Sickle Cell Screen	\$85
Syphilis Test	\$35
FTA-ABS, confirmatory test	\$20
Blood Typing: ABO	\$70
Thyroid Stimulating Hormone (TSH)	\$20
Finger Stick for Glucose	\$18
HgbA1C	\$15
HIV Screening (HIV1 and HIV2)	\$69
Pregnancy Test (urine)	\$20
Zinc Protoporphyrin	\$35

Occupational Health Services Rates

PAGE 2

Immunizations

Tetanus	\$43
Hepatitis A:	
Individual shot	\$60
2-shot series	\$110
Hepatitis B:	
Individual shot	\$65
3-shot series	\$125
TwinRix, Hepatitis A-B (3-shot series)	\$150
Tetanus & Diphtheria (TDAP)	\$80
Flu Vaccine	\$20
Immunization Injection Fee (client-supplied vaccines)	\$52
Each Additional Injection (client-supplied vaccines)	\$26

Radiology and Ultrasound

Chest X-ray	\$50
Spine X-ray	\$50
Mammography (off site)	\$350
Please call for additional X-ray and Ultrasound pricing	
(All X-rays and Ultrasounds performed on site, includes interpretation and digital image release; mammography performed off site)	

Pulmonary Function Test (PFT) / Spirometry

With Interpretation	\$60
Respiratory Questionnaire Review	\$20

Rehab Services

Physical Agility Testing (PAT) per 15 minutes	\$35
Grip Strength (J-Mar Dynamometer) per 15 minutes	\$33
Flexibility & Strength Testing (per 15 minutes)	\$33
Lift Test (per 15 minutes)	\$33

Other Services

Audiogram (Quiet Room only)	\$30
Audiogram (Soundproof Booth)	\$30
EKG (incl. interpretation)	\$53
Stress Test	\$175
Cardiac interpretation EST	\$130
Harvard Step Test	\$53
Back-Flex Range of Motion	\$20
Blood Pressure Check	\$10
Take 3 Blood Pressure Readings	\$30
Vision Screening (Ishihara)	\$15
Vision Screening (Snellen)	\$15
Vision Screening (Titmus)	\$20
Off Site Fee (per hour/person)	\$53
Health Fair and Educational Services (per hour/person)	\$53

This is a list of some of the most popular services provided. Contact Parrish Healthcare for pricing on other services, tests, procedures and immunizations.

All prices subject to change.



Occupational Health Service Agreement

A service agreement is made this ____ day of _____, 2025 (Effective Date) by and between North Brevard County Hospital District dba Parrish Medical Center ("Provider") and the City of Cocoa, a Florida municipal corporation headquartered at 65 Stone Street, Cocoa, Florida 32922 ("Company" or "City").

1. Terms of Agreement

- a. Company agrees that Provider shall be an authorized provider of occupational health services, such as fitness for duty examinations, vaccinations, and drug and alcohol testing for Company's employees during the term described below. This Agreement shall be non-exclusive, and Company shall have no obligation to refer any specific number employees for testing or treatment during the term of this Agreement. The need to utilize Provider for occupational health services shall be determined in the Company's sole discretion. No guarantee is expressed or implied as to quantities or dollars that will be expended by Company during the Agreement period.
- b. Pricing for immunizations and vaccines will be subject to price change dependent on cost of goods. Provider shall endeavor to keep Company supplied with a current price list for immunizations and vaccines.
- c. The pricing of all other services to be provided under this agreement shall be subject to review and may be subject at the discretion of the Provider to increase upon each anniversary of the effective date first written above and upon written notice of such increase thirty (30) days in advance to Company.
- d. Any services not included in the Occupational Health and Services Rate sheet may be added with mutual agreement of pricing.

2. Term

This agreement shall commence as of the effective date first written above and shall expire three years from that date. Company reserves the right to extend this Agreement for two additional one-year terms.

3. Services

- a. Provider will perform occupational healthcare services as well as routine or customary services that may be requested by Company if available. Those services are listed on the Price List or are routinely offered by Provider at the time the services are requested.
- b. Provider will provide all appropriate resources to collect all samples, unless specific resources are provided by Company. Provider will provide all results to the Company within a timely manner.
- c. Provider will perform after-hours drug and blood alcohol collection services at Parrish Medical Center under the pricing set forth in the Occupational Health and Services Rate sheet.
- d. Provider represents that the occupational health services provided hereunder shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered.

4. Compliance with Laws

Provider affirms it will comply with all applicable laws, statutes, ordinances, administrative or



executive orders, rules and regulations as they relate to performance under this agreement including, but not limited to: the Department of Transportation (DOT) procedures for workplace drug and alcohol testing programs 49 C.F.R. Part 40. The provider affirms it will provide necessary data to the above mentioned Company for purpose of facilitating payment.

HIPAA Requirements. As Accountability Act of 1996, as codified at 42 U.S.C & 1320d (“HIPAA”) and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (the “Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as “HIPAA Requirements.” The parties agree not to use or further disclose and Protected Health Information (as defined in 45 U.S.C. &164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. &130d), other than as permitted by HIPAA Requirements and the terms of this agreement. To the extent applicable under HIPAA, each party shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy regulations. Each party agrees also to comply in accordance with laws of the State of Florida and Brevard County and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic transactions and code sets related to, information related to patients.

5. Confidentiality and Non-Disclosure

During the contracted period and at all times after the termination of this agreement for any reason, the above stated Company will not disclose to any third party any trade secrets, customer lists, pricing or other confidential information pertaining to the business of Provider or its Clients, except as required by Chapter 119, Florida Statutes, or other applicable law.

6. Billing and Payment

- a. Charges for services will be paid according to the Price List (immunizations and vaccines are subject to change) as provided in Section 1.
- b. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes.
- c. Electronic payments or EFT is accepted upon prior arrangement with the Provider.

7. Termination

- a. Either party may terminate this agreement for cause upon thirty (30) days prior written notice if the non-performing party fails to cure the identified deficiency within the thirty (30) day notice period.
- b. Either party may terminate this agreement for no cause upon ninety (90) day prior written notice.

8. Warranty



- a. Provider warrants and represents that it will not bill or seek compensation from Medicare, Medicaid or any government payor for the services provided herein.

9. Entire Agreement

Any applicable provisions required by Federal, State, or Local law are hereby incorporated by reference. No modifications shall be binding unless signed by an authorized representative of both parties. A signature on a copy of this agreement received by either party by facsimile is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so.

10. Governing Law

This Agreement shall be construed and all of the rights, powers and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Florida. Venue shall only be properly placed in Brevard County, Florida for state court actions and Orlando, Florida for federal actions. The conflicts of law principles of the State of Florida shall not apply to the extent that they would operate to apply the laws of another state.

11. Insurance

Provider shall ensure that it maintains, throughout the term of this Agreement, the following insurance issued by a company or companies qualified to do business in the State of Florida:

- a. Professional liability insurance covering the acts, errors and omissions of their medical professionals, in the minimum coverage amount of \$1,000,000 occurrence and \$2,000,000 aggregate.
- b. Comprehensive General Liability insurance in a broad form, on an occurrence basis, to include, but not be limited to, coverage for the following where exposure exists: Premises/Operations, Independent Proposers, Products/Completed Operations, Personal Injury and Contractual Liability, limits of liability not less than \$2,000,000 general aggregate limit and each occurrence limit \$1,000,000.
- c. Adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the Company pursuant to this Agreement.
- d. Comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 combined single limit bodily injury and minimum \$50,000.00 property damage as the combined single limit for each occurrence to protect the Provider from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Provider or by anyone directly or indirectly employed by the Provider.

Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the Company thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the Company in the event of cancellation or modification of any stipulated insurance coverage. **The Company shall be an additional named insured on stipulated insurance policies included in Section 11.b herein, as its interest may appear, from time to time.**



12. Indemnity

Provider agrees to indemnify, hold harmless, and defend Company, its officials, employees, agents, and volunteers, from and against any and all lawsuits, claims, demands, liabilities, losses, and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this Agreement caused directly by the negligence, gross negligence, or willful or wanton conduct of the Provider. The foregoing indemnity shall not apply if such injury, death, or damage is caused directly by the gross negligence or willful or wanton conduct of the Company, its officials, employees, agents or volunteers.

13. Sovereign Immunity

The Company intends to avail itself of the benefits of Section 768.28, 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 Company's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the Company's potential liability under state or federal law. Provider agrees that Company shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, Company shall not be liable for any claim or judgment, or portion thereof, to any one person for 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.

14. Public Records

Pursuant to Chapter 119, Florida Statutes, 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 Provider related, directly or indirectly, to the services provided to the Company under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the Company, may be deemed to be a public record, whether in the possession or control of the Company or the Provider. 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 Provider are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the Company's designated custodian of public records. Upon request by the Company, the Provider shall promptly supply copies of said Public Records to the Company. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during normal business hours of the Provider be open and freely exhibited to the Company for the purpose of examination and/or audit. Failure by Provider to grant such access and comply with public records



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

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CODONNELL@COCOAFL.GOV OR 321-433-8480.

15. Conflict of interest.

This Agreement is subject to Florida Statutes Chapter 112. Provider shall disclose the name of any officer, director, employee, or other agent who is also an employee of the City of Cocoa. The Provider shall also disclose the name of any City of Cocoa employee who owns, directly or indirectly, more than five percent (5%) interest in the Contractor's, or its affiliates', business entity.

16. Data Management.

Provider shall comply with any and all applicable data management and cybersecurity regulations set forth in Florida Statutes §§ 282.3185 and 501.171. Provider shall take reasonable measures to protect and secure electronic data containing personal information. In the event of a data breach, Provider shall provide notice to the Department of Legal Affairs and to affected individuals as provided in Florida Statutes § 501.171.

17. E-Verify.

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors 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. Provider must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Provider 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 will be a material breach of the contract and shall result in the immediate termination of this Agreement without penalty to the City. The Provider shall be liable for all costs incurred by the City



securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. Should the Agreement be terminated pursuant to this subsection, Provider will not be eligible to be awarded a public contract with City for one (1) full calendar year after the date on which the Agreement was terminated.

If the Provider utilizes Subcontractors, the following shall apply:

- A. Provider shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
- B. Provider 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.
- C. Provider shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

The Provider agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the City consistent with the terms of the Provider's enrollment in the program. This includes maintaining a copy of proof of the Provider's and subcontractors' enrollment in the E-Verify program.

Nothing in this section may be construed to allow intentional discrimination of any class of persons protected by law.

18. Scrutinized companies.

Provider must provide evidence of compliance with section 287.135, Florida Statutes. Evidence shall consist of an affidavit from the Provider stating that neither Provider, its owners, or its principals, are listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engaged in business operations in Cuba or Syria; or on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. Provider will notify the City immediately if the Provider, its owners, or its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engaged in business operations in Cuba or Syria; or on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.



19. Dealings with foreign countries of concern.

Provider is aware of and agrees to comply with the requirements of Florida Statutes §§ 287.138 and 288.007. To the extent that, under this Agreement, Provider has access to personal identifying information, Provider agrees that: Provider is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Provider; and Provider is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), “foreign country of concern” means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

20. Convicted vendors.

Provider has a continuous duty to disclose to City if the Provider or any of its affiliates, as defined by Florida Statutes § 287.133(1)(a) are placed on the convicted vendor list. Failure of Provider to timely disclose whether it or any of its affiliates has been placed on the convicted vendor list shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

21. Foreign gifts and contracts.

Provider shall comply with any and all applicable disclosure requirements of Florida Statutes § 286.101. A breach of this subsection shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

22. Discriminatory vendors.

Provider agrees that it has not been placed on the Discriminatory Vendor List pursuant to Florida Statutes § 287.134. Failure of Provider to timely disclose whether it or any of its affiliates has been placed on the Discriminatory Vendors List shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

22. Tax exemption.

The City is a tax exempt entity.



23. Disbarment.

By signing this Agreement, Provider certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- B. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- C. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.
- D. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

Provider agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgment, indictments, informations, or terminations as described above, with respect to Contractor or its principals.

24. Trafficking

As a condition of this Agreement, the Provider shall attest under penalty of perjury that the Provider does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City. The Provider understands and affirms that Section 787.06(2), Florida Statutes, defines “coercion,” “labor,” and “services” as follows:

- A. “Coercion” means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against his or her will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration



document, or any actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

B. "Labor" means that work of economic or financial value.

C. "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Provider understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

[Signature page to follow]

Signature of Authorized Company Agent

Date

Michael C. Blake, Mayor
Name, Title

321-433-8480
Phone

City of Cocoa
Company or Legal Business Name

cityclerk@cocoafl.gov
Email

65 Stone Street, Cocoa, FL 32922



Address

Signature of Authorized Provider Agent

Date



CITY COUNCIL AGENDA ITEM

Memo Date: 02/13/2025
Agenda Date: 3/18/2025
Prepared By: Breanna Earley, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action: Consider the Appointment of Joseph Bachand, Russell Sengel or Keith Wall to Fill One Regular Member Vacancy and One Alternate Member Vacancy on the Planning and Zoning Board.

BACKGROUND:

Mr. Bachand currently serves on the Planning and Zoning Board as an alternate. He's a member of the Florida Bar and has knowledge of city code. He was previously a member of the US1 Redevelopment Committee.

Mr. Russell Sengel previously served on the Board of Adjustment and served as the Chairperson for the Planning and Zoning Board for the City of Cocoa. He was termed out in November 2023 and would like to be reconsidered for a position on the Planning and Zoning Board. He has lived and worked in the City of Cocoa for over 35 years and is interested in having input in the future development of the City.

Mr. Keith Wall has lived in Cocoa for 3 years now. He served in the Navy for 24 years. Mr. Keith Wall was recently appointed to serve on the Police Pension Board. Due to their limited meeting schedule, he would like to be more involved in the community and be considered for a position on the Planning and Zoning Board.

The Planning and Zoning Board currently has one Regular member vacancy and one Alternate member vacancy. If Council desires to fill the Regular member vacancy, then Mr. Bachand, Mr. Sengel or Mr. Wall would be fulfilling an unexpired term of a previous board member through November 2027. Mr. Bachand is already serving as an Alternate member, so if Council so desires, they could consider appointing either Mr. Sengel or Mr. Wall to fulfill the Alternate member vacancy which has no expiration.

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 Joseph Bachand, Russell Sengel or Keith Wall to Fill One Regular Member Vacancy and One Alternate Member Vacancy on the Planning and Zoning Board.

Planning & Zoning Board		Meets First Wednesday Every Month @ 6pm		Expirations in November	
MEMBER	ADDRESS	PHONE	APPOINTED	EXPIRES	
Tamisha Findlay	315 Stone St. Cocoa, FL 32922 tamishafindlay@gmail.com	321-412-2948	09/24 Appointed	2027	
Wesley Park Fulfilling Al Washington’s term	1112 Abington St., Cocoa, FL 32922 Wesley.n.park@gmail.com	321-298-4943	01/23 Appointed	2026	
Katherine Stewart	5261 Talbot Blvd. Cocoa, FL 32926 Katherineann_s@yahoo.com	267-226-2284	11/24 Appointed	2027	
Ron Chabot	2114 Clairemont Dr. Cocoa, FL 32922 Ron982@msn.com	321-403-3861	01/23 Appointed	2027	
MerryBeth Burgess VACANT	19 Parkway Street Cocoa, FL 32922 merrybethburgess@rocketmail.com	404-683-0560	07/24 Appointed as Regular member 01/2022 Appointed as Alternate member	2027	
Aleck Greenwood	PO Box 1077 Cocoa, FL 32923 Agreenwood2@cfl.rr.com	321-917-3770	12/22 Reappointed 08/2022 Appointed as Regular member (fulfilling term of J. Blanco) 01/2019 Appointed	2025	
Marcus Wheeler	709 Ixora Ave. Cocoa, FL 32922 lushorn@gmail.com	321-271-9871	01/23 Appointed	2026	
Victoria Jones	3070 Cirrus Drive Cocoa, FL 32926 vickeymitch@gmail.com	321-795-9849	11/24 Appointed	2027	
Todd Anderson (1/3 non-resident)	6570 Pleasant Ave., Cocoa, FL 32927 toddpanderson@yahoo.com	403-7595 (cell)	01/23 Reappointed 02/2020 Appointed 11/16 Reappointed	2025	

			1/28/14 appointed (to fill vacancy left by Stephenson)	
1 st Alternate Frank Manfredi	1209 N. Indian River Dr. Cocoa, FL 32922 Frank@manfredi.com	847-922-9816	11/24 Appointed	No expiration
2 nd Alternate Joseph Bachand	959 N. Cocoa Blvd. Cocoa, FL 32922 Jbachand@bachandpa.com	321-634-4256	11/24 Appointed	No expiration
Debbie Joyce (Non-Voting Member) VACANCY	3231 Nottingham Ln., Cocoa, FL 32926 Debbie32926@brighthouse.com Debbie3231nk@outlook.com	321-338-2047	03/2020 Appointed	No expiration
LIAISON	Councilmember Hearn	474-1189	Updated 07/2024	
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802- 2873	866-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY	Lori Chabot	433-8491		

Breanna Earley

From: noreply@civicplus.com
Sent: Friday, January 24, 2025 9:40 AM
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 Keith

Last Name Wall

Application Date 1/24/2025

Address1 201 Westchester Drive

City Cocoa

State FL

Zip 32926

Cocoa City Council District District 4

Home Phone Number 3214566208

Work Phone Number 3214566208

Cell Phone Number 3214566208

Other Phone Number *Field not completed.*

Place of Business *Field not completed.*

Title/Position Held *Field not completed.*

Date of Birth* [REDACTED]

E-mail Address keithwall97531@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 Code Enforcement/Drug Related Public Nuisance Board, Planning & Zoning 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? Yes

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

Address1 201 Westchester Drive

Address2 *Field not completed.*

City Cocoa

State FL

Zip 32926

Address1 *Field not completed.*

Address2 *Field not completed.*

City *Field not completed.*

State *Field not completed.*

Zip *Field not completed.*

Are you registered to
vote in Brevard County,
Florida?

Yes

Have you ever been
convicted or found
guilty, regardless of
adjudication, of a felony
in any jurisdiction? Any
plea of no contest shall
be considered a
conviction for purposes
of this question.

No

If yes, have your civil
rights been restored?

Field not completed.

Do you consent to a
standard criminal
background check?

Yes

(Section Break)

Miscellaneous Information

Do you currently serve
on any other City of
Cocoa board?

Yes

Are you related to a City
of Cocoa
Councilmember by
blood, adoption, or
marriage?

No

Potential Conflict of
Interest: Have you ever
been engaged in the
management of any
business enterprise that
has a financial interest
with the City of Cocoa?
Please provide details,
such as the name of the
enterprise, the nature of
the business, and the
positions you hold or
have held.

No

If yes, please provide details.

Police Pension Board

(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.

Would like to be more involved in the 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

Caucasian

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 Keith Wall

Date: 1/24/2025

City Board and Boards and Committees
Committee Information
as well as Meeting
Information

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.](#)

Breanna Earley

From: noreply@civicplus.com
Sent: Thursday, February 6, 2025 3:02 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 Russell

Last Name Sengel

Application Date 2/6/2025

Address1 5683 SARATOGA LANE

City Cocoa

State FL

Zip 32926

Cocoa City Council District District 3

Home Phone Number 3218633704

Work Phone Number *Field not completed.*

Cell Phone Number *Field not completed.*

Other Phone Number *Field not completed.*

Place of Business *Field not completed.*

Title/Position Held *Field not completed.*

Date of Birth*

E-mail Address rsengel@cfl.rr.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 Planning & Zoning Board
Boards/Committees
Available

(Section Break)

Eligibility

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

Do you own property or a business in Cocoa? Yes

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

Address1 5683 Saratoga Lane

Address2 *Field not completed.*

City Cocoa

State FL

Zip 32926

Address1 5683 SARATOGA LANE

Address2 *Field not completed.*

City Cocoa

State FL

Zip 32926

Are you registered to
vote in Brevard County,
Florida?

Yes

Have you ever been
convicted or found
guilty, regardless of
adjudication, of a felony
in any jurisdiction? Any
plea of no contest shall
be considered a
conviction for purposes
of this question.

No

If yes, have your civil
rights been restored?

Field not completed.

Do you consent to a
standard criminal
background check?

Yes

(Section Break)

Miscellaneous Information

Do you currently serve
on any other City of
Cocoa board?

No

Are you related to a City
of Cocoa
Councilmember by
blood, adoption, or
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Interest: Have you ever
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management of any
business enterprise that
has a financial interest
with the City of Cocoa?
Please provide details,
such as the name of the
enterprise, the nature of
the business, and the
positions you hold or
have held.

No

If yes, please provide details. *Field not completed.*

(Section Break)

Interests and Experience

Additional Information *Field not completed.*
May be Attached

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

I have served on the Board of Adjustment and the Planning and Zoning Board for the City of Cocoa. I have lived and worked in the City for over 35 years. I have interest in having input for the future development of the City and its citizens.

(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	Caucasian
------	-----------

Gender	Male
--------	------

Disability	<i>Field not completed.</i>
------------	-----------------------------

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>.

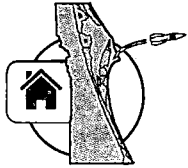
Signature Russell E. Sengel

Date: 2/6/2025

City Board and Boards and Committees
Committee Information
as well as Meeting
Information

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.

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Dana Blickley, CFA, Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

(321) 264-6700

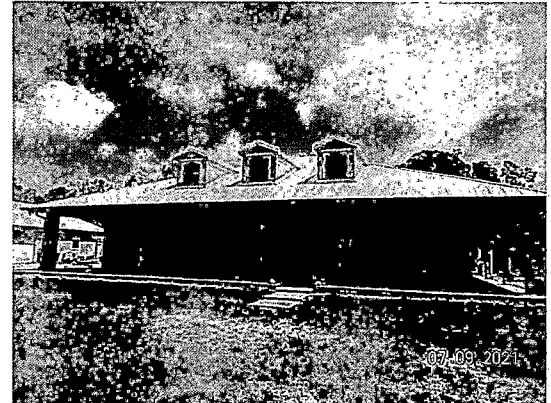
www.BCPAO.us

Disclaimer

REAL PROPERTY DETAILS

Account 2456313 - Roll Year 2024

Owners	SENGEL, RUSSELL E; SENGEL, DAWN M
Mailing Address	5683 SARATOGA LANE COCOA FL 32926
Site Address	5683 SARATOGA LN COCOA FL 32926
Parcel ID	24-35-27-00-268
Taxing District	13D0 - COCOA
Exemptions	HEX1 - HOMESTEAD FIRST HEX2 - HOMESTEAD ADDITIONAL
Property Use	0110 - SINGLE FAMILY RESIDENCE
Total Acres	3.03
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF NW 1/4 AS DESC IN ORB 4561 PG 2890



VALUE SUMMARY

Category	2024	2023	2022
Market Value	\$598,620	\$597,940	\$553,090
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$306,780	\$297,850	\$289,180
Assessed Value School	\$306,780	\$297,850	\$289,180
Homestead Exemption	\$25,000	\$25,000	\$25,000
Additional Homestead	\$25,000	\$25,000	\$25,000
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$256,780	\$247,850	\$239,180
Taxable Value School	\$281,780	\$272,850	\$264,180

SALES / TRANSFERS

Date	Price	Type	Instrument
03/26/2002	\$42,500	WD	4561/2890

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials		Details	
Exterior Wall:	STUCCO	Year Built	2004
Frame:	MASNRYCONC	Story Height	10
Roof:	ENAMEL METAL	Floors	1
Roof Structure:	HIP/GABLE	Residential Units	1
		Commercial Units	0
Sub-Areas		Extra Features	
Base Area (1st)	2,536	Garage Detached	1,800
Open Porch	1,556	All Screen - 1 Story	1,590
Total Base Area	2,536	RV Carport	768
Total Sub Area	4,092	Fireplace	1
		Outbuilding	364
		Pool - Residential	1
		Pool Deck	1,170
		Paving - Stone	196

CITY COUNCIL AGENDA ITEM

Memo Date: 02/26/2025
Agenda Date: 3/18/2025
Prepared By: Gary Palmer
Through: Abigail Morgan, Public Works Director
Requested Action: Council Approval to Apply for a Phase 2 - Construction Grant Waterway Assistance Program (WAP) Grant Through the Florida Inland Navigation District (FIND) for the Construction of a New Docking System and Riprap Revetment to Replace and Protect the Day Slips That Were Destroyed by Hurricanes Ian and Nicole Located at the Cocoa Waterfront. Approve Resolution #2025-XXX. Authorize the City Manager to Execute the Grant Application.

BACKGROUND:

The 2025 Florida Inland Navigation District (FIND) Waterways Assistance Program (WAP) Grant guidelines were released in January 2025, allowing Intracoastal Waterways communities to apply for funding to support waterway-related projects within the District. Grant applications are due for submission on March 28, 2025. Projects scoring the minimum number of points become eligible for funding. Funding is typically released by October 1, 2025, once approved by FIND.

The WAP Grant provides up to 50% funding assistance for the projects. This construction grant will provide permitting necessary to construct a new docking system and riprap revetment to replace the destroyed day slips during the 2022 hurricanes. If awarded in October 2025, the next step would be to request task Orders using the City's Continuing Service Agreements for Civil Engineering.

The cost of this construction effort is approximately \$2,989,000.00. Half of this construction cost, i.e. \$1,494,500.00, will be provided by this grant. Permitting may increase the duration of this phase depending on the complexity of the riprap revetment. Construction should be completed by the end of Fiscal Year 2026.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

No budgetary impact to the City budget is expected at this time. If awarded, staff will return to Council to accept the FIND grant award and agreement. The Cocoa CRA will be requested to provide the matching funds.

PREVIOUS ACTION:

Council approved the application of a Phase 1 - Design and Permitting grant through

the Florida Inland Navigation District (FIND) for the design of a new docking system and breakwater to replace and protect the day slips that were destroyed by Hurricanes Ian and Nicole located at the Cocoa Waterfront. Approved a resolution and authorized the City Manager to execute the grant application. Both actions were approved on March 14, 2023 on agenda #23-166. Council approved the grant agreement and amended the FY24 budget for acceptance of the grant funding via agenda #23-709 on December 12, 2023.

RECOMMENDED MOTION:

Council Approval to Apply for a Phase 2 - Construction Grant Waterway Assistance Program (WAP) Grant Through the Florida Inland Navigation District (FIND) for the Construction of a New Docking System and Riprap Revetment to Replace and Protect the Day Slips That Were Destroyed by Hurricanes Ian and Nicole Located at the Cocoa Waterfront. Approve Resolution #2025-XXX. Authorize the City Manager to Execute the Grant Application.



INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

DEPARTMENT: Public Works	DIVISION: Capital Projects
POINT OF CONTACT: Gary Palmer	PROJECT MANAGER: Gary Palmer
NAME OF GRANT: Waterways Assistance Program (WAP)	
Assistance Listing# /CFSA#:	FUNDING AGENCY: FIND
AMOUNT REQUESTED: \$\$1,494,500	GRANT DUE DATE: 03/28/2025
PROJECT DESCRIPTION: Phase 2 Construction Project. This project includes the replacement of the Lee Wenner Park Day Docks (14). The proposed improvements will include a hardened single dock structure with riprap revetment along the adjacent and nearby bulkhead shorelines to reflect wave energy and reduce the likelihood of damage to the docks by future coastal storms.	
MATCH REQUIRED: Yes ☐ (IF YES, HOW MUCH :) \$ 50% at \$1,494,500	TARGET DATE TO COUNCIL: 03/18/2025
REIMBURSEMENT GRANT: Yes ☐	REIMBURSEMENT SCHEDULE: upon completion
WHAT ARE THE REPORTING REQUIREMENTS? Quarterly	
FUTURE REQUIREMENTS TO CONSIDER: N/A	

Abigail
Morgan

Department Director

Digitally signed by Abigail
Morgan
Date: 2025.02.19 08:49:08
-05'00'

Connor
Williams

Grants Writer

Digitally signed by Connor
Williams
Date: 2025.02.25 16:32:16
-05'00'

Lora Howell

Deputy Finance Director

Digitally signed by Lora
Howell
Date: 2025.02.25 16:30:50
-05'00'

Rebecca
Bowman

Finance Director

Digitally signed by Rebecca
Bowman
Date: 2025.02.25 18:05:48
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RESOLUTION NO. 2025-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING AND SUPPORTING THE FILING OF A GRANT APPLICATION WITH THE FLORIDA INLAND NAVIGATION DISTRICT FOR PURPOSES OF ACQUIRING GRANT FUNDING TO ASSIST WITH THE DESIGN OF PUBLIC DOCKING SLIPS WITH RELATED BREAKWATER AT THE COCOA WATERFRONT FOR THE ENJOYMENT OF THE CITIZENRY OF THE CITY OF COCOA AND THE STATE OF FLORIDA; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa is interested in carrying out the following described project for the enjoyment of the citizenry of Cocoa and the State of Florida:

Project Title:	<i>Phase II Construction – Cocoa Waterfront – Public Docking Slips</i>
Total Est. Cost:	<i>\$2,989,000</i>
Brief Project Desc.:	<i>The project consists of the replacement of the Lee Wenner Park Day Slips, utilizing a hardened single dock structure with riprap revetment along the adjacent and nearby bulkhead shorelines, rather than the floating, flexing dock structure utilized previously.</i>

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, THAT THE PROJECT DESCRIBED ABOVE BE AUTHORIZED,

AND, THEREFORE, BE IT be it further resolved that said City of Cocoa make application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project on behalf of said City of Cocoa,

AND, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, IT CERTIFIES TO THE FOLLOWING,

SECTION 1. The project, as described above, is hereby authorized.

SECTION 2. FUNDING. The City Council hereby authorizes the City Manager to complete and file a Phase I design grant application with the Florida Inland Navigation District in the amount of 50% of the actual cost of the project on behalf of said City of Cocoa and that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.
3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of Cocoa for public use.
4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state, and local laws, rules, and requirements.
5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.
6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

SECTION 3. This Resolution shall take effect upon adoption.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 18th day of March 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: 02/12/2025
Agenda Date: 3/18/2025
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action: Approve the FY 2024-2025 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of \$401,671.98. Approve a Resolution Amending the FY25 Budget, BAF#25-047-A for the current Allocation.

BACKGROUND:

The City of Cocoa, in partnership with Brevard County and the cities of Melbourne, Palm Bay, and Titusville, receives HOME Investment Partnership (HOME) funds through a consortium, called the Brevard County HOME Consortium. The allocation amount is determined by the U.S. Department of Housing and Urban Development (HUD) based on the following factors, where the first and sixth factors are weighted 0.1; the other four factors are weighted 0.2:

- 1) Vacancy-adjusted rental units where the household head is at or below the poverty level.
- 2) Occupied rental units with at least one of four problems: a) overcrowding; b) incomplete kitchen facilities; c) incomplete plumbing; and d) high rent cost.
- 3) Rental units built before 1950 are occupied by low income households.
- 4) Rental units are described in factor 2 multiplied by the ratio of the cost of producing housing for a jurisdiction divided by the national cost.
- 5) Number of families at or below poverty level.
- 6) Population of a jurisdiction multiplied by a net per capita income (pci).

Brevard County is responsible for the administration and compliance with regulations which govern these funds, as lead entity for the HOME Consortium. A HOME Investment Partnership Program Disbursement Agreement between Brevard County and each of the four (4) cities is executed to ensure funds are administered in accordance with HOME regulations and allows Brevard County to reimburse the City for any funds expended during the fiscal year. The City's allocation is approximately 6.70% percent of the total HOME allocation the County receives.

Staff recommends Council approve the FY 2024-2025 Brevard County HOME Investment Partnership Program Disbursement Agreement between Brevard County and the City of Cocoa in the amount of \$401,671.98 as follows:

FY 2024-2025 Allocation	\$63,255.50 (BAF#25-047-A)
Carry Forward Balance	\$306,016.48 (BAF#25-027-A)
*Program Income	\$32,400.00 (BAF#25-027-A)
Total Contract Amount	\$401,671.98

Agenda # 25-220 at this regular meeting, will include BAF#25-027-A, to shore up the Carry Forward and Program Income accounts. BAF #25-047-A corrects the FY25 adopted budget to align with the FY2025 allocation in the Brevard County contract presented on this agenda item..

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

Budgeted? Yes, however, the amount is being corrected with BAF#25-047-A to match the allocation. BAF#25-027-A will Shore up the Carry Forward and Program Income. If not budgeted, is amendment / transfer attached? Yes

Amount: (\$12,789)

Account Name: Economic Environment

Account Number: 104-0000-331.54-00

Amount: (\$4.00)

Account Name: Salaries and Wages

Account Number: 104-3240-554.12-00

Amount: (\$11,119)

Account Name: Contingency

Account Number: 104-3240-554.39-00

Amount: (\$1,669)

Account Name: CHDO

Account Number: 104-3240-554.83-22

Amount: \$3

Account Name: Down Payment Assistance

Account Number: 104-3240-554.83-23

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the FY 2024-2025 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of \$401,671.98. Approve a Resolution Amending the FY25 Budget, BAF#25-047-A for the current Allocation.

**2024-2025 HOME INVESTMENT PARTNERSHIPS
PROGRAM DISBURSEMENT CONTRACT**

BETWEEN BREVARD COUNTY AND THE CITY OF COCOA

THIS CONTRACT entered into this ____ day of _____ with an effective date of October 1, 2024 by and between Brevard County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as "County," and the City of Cocoa, a municipality, hereinafter referred to as "City."

WHEREAS, the National Affordable Housing Act of 1990, as amended from time to time, authorized the HOME Investment Partnerships Program (hereinafter referred to as "HOME Program") to provide financial assistance through the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") to local governments for the production of affordable housing; and

WHEREAS, Brevard County, the City of Cocoa, the City of Melbourne, the City of Titusville, and the City of Palm Bay, have entered into an agreement to form a Consortium to obtain funding through the HOME Program to provide affordable housing and subsequent monitoring for its residents; and

WHEREAS, the County, recognized by HUD as the Lead Entity of the Brevard County HOME Consortium, desires to establish a mechanism for the successful implementation of the HOME Program; and

WHEREAS, the City has requested funds from the Consortium for the benefit of the very low- and low-income citizens of Cocoa; and

WHEREAS, this Contract is authorized pursuant to the provisions of Section 163.01, Florida Statutes, and other applicable law, which authorized the exercise by agreement to two or more public agencies of any power common to them.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the County and City mutually agree as follows:

SECTION I. DEFINITIONS:

- A. "Approved Activities" means HUD approved activities as stated in the Brevard County HOME Consortium Consolidated Plan and Annual Action Plan.
- B. "Consortium" means the Brevard County HOME Consortium.
- C. "Consortium Approval" means the written approval of the HOME Consortium members.
- D. "City" means the City of Cocoa.

- E. "County" means the Board of County Commissioners of Brevard County, Florida, c/o Housing and Human Services Department.
- F. "HUD" means the United States Department of Housing and Urban Development.
- G. "HOME Administrator" means the Brevard County Housing and Human Services Department Director or his/her designee.
- H. "HOME Program" means the United States Department of Housing and Urban Development's HOME Investment Partnerships Program.
- I. "HOME Regulations" means 24 CFR Part 91 and 92 and supplemental, additional or successor provisions.
- J. "Lead Entity" refers to the Board of County Commissioners of Brevard County, as required under 24 CFR Part 92.101(a)(ii).
- K. "Program Income" means the gross income received by the participating jurisdiction, sub-recipient, or Community Housing Development Organization, which is directly generated from the use of HOME Program funds and matching contributions.
- L. "Recaptured Funds" means HOME Program funds which are recouped by the participating jurisdiction, sub-recipient, or Community Housing Development Organization when HOME Program assisted housing does not comply with the affordability period required by 24 CFR 92.254(a)(4). The amount of recapture is determined in accordance with 24 CFR 92.254(a)(5)(ii). Any funds recouped in excess of the amount mandated by HOME Program regulations will constitute Program Income.
- M. "Very Low and Low Income" means the definitions set by HUD for the HOME Program in 24 CFR Part 92.2.

SECTION II. PURPOSE: The purpose of this Contract is to state the covenants and conditions under which the County shall reimburse the City for eligible activities utilizing both HOME Program funds for Fiscal Year 2024-2025 and any carry-forward funds from previous fiscal years.

SECTION III. SCOPE OF SERVICES: The City shall carry out or cause to be carried out the following approved activities: Community Housing Development Organization, First Time Homebuyer Program, and Program Administration as described in the Annual Action Plan, as may be amended, which is incorporated herein by this reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of the City. The City shall be responsible for all required HOME Program matching contributions, as outlined under 24 CFR Part 92.218, for approved activities carried out by the City. The City shall be responsible for administering a minimum 15% of this year's allotment, to be utilized by a Community Housing Development Organization, as outlined under 24 CFR 92 Subpart G.

SECTION IV. TERM OF CONTRACT: This Contract shall commence on October 1, 2024 and terminate on September 30, 2025, or on the date on which final completion of all projects funded through this Contract is established, whichever comes first. Notwithstanding the foregoing, all terms and conditions contained in Sections V. through XXV. of this Contract shall survive the termination of this Contract and shall remain in full force and effect throughout any required affordability period as defined in the funded projects.

SECTION V. USE OF FUNDS: The County shall reimburse the City an amount not to exceed \$369,271.98 (\$63,255.50 comprising of the current year's allocation, and \$306,016.48 carry-forward funds. Any program income received throughout the year will be utilized in accordance with Section VI. Program Income). The parties recognize and agree that the funds shall be used for eligible expenses incurred while carrying out eligible HOME Program activities as outlined in Exhibit B. The schedule for committing and expending funds under this Contract are outlined in Exhibit C and D, respectively. Funds have up to two years to be encumbered and four years to be expended, except Community Housing Development Organization funds which have five years to be expended. The City shall encumber the funds, within two years, no later than September 30, 2027. Unless otherwise authorized by the Consortium, funds which remain unencumbered shall be subject to Section XIV.

SECTION VI. PROGRAM INCOME:

- A. All Program Income and recaptured funds generated by Approved Activities shall be retained, tracked and utilized for additional eligible activities by the City.
- B. Program Income must be deposited internally within five business days. Program Income must be receipted in Integrated Disbursement and Information System within 30 days. Any available Program Income must be utilized prior to expending Entitlement Funds. A Program Income log must be submitted to the County on a quarterly basis (Exhibit G).
- C. The County reserves the right to recapture and utilize Program Income funds, as defined in Section XIV, from member jurisdictions for non-performance or non-compliance. The funds will be used for other projects within the Consortium.
- D. If the City is no longer a participant in the Brevard County HOME Consortium when the Program Income or Recaptured Funds are received, the proceeds shall be deposited in the Brevard County HOME Consortium Trust Fund and distributed proportionally among the remaining members of the Consortium; or in accordance with HOME Program regulations in place at that time.

SECTION VII. UNIFORM ADMINISTRATION REQUIREMENTS: The City shall comply with applicable uniform administrative requirements, as described in 24 CFR 92.505.

SECTION VIII. COMPLIANCE RULES, REGULATIONS AND LAWS: During the performance of this Contract, the City and County agree to comply with all applicable laws, rules, regulations and orders of their successors listed below which by reference are incorporated and made a part hereof. The City and County further agree to abide by all other applicable laws, rules, regulations and orders which are not referred to in this Contract under the HOME Program regulations.

SECTION IX. AFFIRMATIVE MARKETING POLICY: The City shall comply with the requirements of 24 CR 92.351. In the event the City does not have a policy in place, the County's Affirmative Marketing Policy attached hereto as Exhibit A shall be followed as it relates to marketing projects to income eligible households.

SECTION X. CONFLICT OF INTEREST: The City shall comply with the requirements of 24 CFR 92.356 relative to the Conflict of Interest provisions. The City, its officers, employees, agents, or consultants who exercise or have exercised any functions or responsibilities with respect to the project or who are in a position to participate in a decision making process or gain inside information with regard to any project, shall not obtain a financial interest or benefit from the project, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. The City, its officers, employees, agents, or consultants shall not occupy any HOME Program assisted unit provided for under this Contract. Any possible conflicting interest on the part of The City, its employees, or agents, shall be disclosed in writing to the County.

A. No employee, officer, agent of the City, or its sub-recipients shall participate in the selection, award, or administration of a contract supported by the HOME Program if a Conflict of Interest, either real or apparent, would be involved;

B. The City or sub-recipient employees, officers, and agents shall not accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements; and

C. Conflict of Interest violations will be subject to the terms of Section XX. Enforcement (Suspension/Termination).

SECTION XI. OTHER APPLICABLE LAWS, RULES AND REGULATIONS:

1. 24 CFR Part 92, as amended – The regulations governing the expenditure of HOME Investment Partnerships Program funds.
2. 24 CFR Part 58 – The regulations prescribing the Environmental Review procedure, including laws and procedures incorporated by reference.
3. National Flood Insurance Act of 1968.
4. 24 CFR Part 1 – The regulations promulgated pursuant to Title VI of the 1984 Civil Rights Act.
5. 24 CFR Part 107 – The regulations issued pursuant to Executive Order 11063 which prohibits discrimination and promotes equal opportunity in housing.
6. Executive Order 11246 (and Revised Order Number 4), as amended by Executive Orders 11375 and 12086 – which establishes hiring goals for minorities and women on projects assisted with federal funds.

7. Title VII of the 1964 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 – which prohibits discrimination in employment.
8. 24 CFR Part 135 – Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.
9. Age Discrimination Act of 1973.
10. 24 CFR Part 130 – Regulations which prohibit discrimination in employment in federally assisted construction contracts.
11. Contract Work – Hours and Safety Standards Act – where applicable.
12. Lead Based Paint Poisoning Prevention Act.
13. Section 504 of the Rehabilitation Act of 1973, as amended.
14. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
15. 29 CFR Parts 5 – Regulations which prescribe the payment of prevailing wages on federally assisted projects as mandated by the Davis-Bacon Act, where applicable.
16. Executive Order 11914 – Prohibits discrimination with respect to the handicapped in federally assisted projects.
17. Copeland Anti-Kickback Act.
18. 2 CFR, Part 200 which identifies allowable administrative costs and administrative requirements.
19. Florida Statutes, Chapter 112, Part III, code of Ethics for Public Officers and Employees.
20. Public Law 100-430 – The Fair Housing Amendments Act of 1988.
21. Section 109 of Public Law 100-202 – which restricts the awarding of public works contracts to firms from foreign countries with unfair trade practices.
22. HUD – required reports, circulars, and procedures.
23. 24 CFR Part 85 – the “common rule” containing fiscal and administrative requirements for grantees and sub-recipients which are local governments. This includes 2 CFR, Part 200.
24. 24 CFR Part 92.257 – concerning religious organizations, as applicable.

25. Section 92.504 – minimum standards of written contracts, as applicable. Including all project requirements, type of projects to be assisted, property standards, rents and recapture/resale provisions.

SECTION XII. FUND DISBURSEMENTS: The City shall not request reimbursement of HOME Program funds under this Contract until the funds are needed for the re-payment of eligible costs as described in 24 CFR 92.205. The requested amount shall not exceed the amount needed. Program income, interest earned, or loan repayments, hereinafter collectively referred to as (“recapture monies”) as defined in 24 CFR 92.503 derived from any projects set forth in this Contract shall be accounted for by the City. Program Income received by the City from HOME Program eligible activities shall be deducted from HOME Program reimbursement & draw request (Exhibit F) submitted by the City for eligible costs. The remaining balance of eligible costs shall be requested from the County on the HOME Program reimbursement draw request (Exhibit F). HOME Program draw requests shall be submitted at least quarterly with supporting documentation (i.e. invoices for all requested disbursements; excluding administration). The final draw request shall be submitted no later than October 10, 2025.

SECTION XIII. REIMBURSEMENT:

A. This Contract and all rights and duties designated herein are contingent upon the release of HOME Program funds by HUD. Up to the limits of SECTION V. hereof, Brevard County shall reimburse the City for the services described in SECTION III., pending the City’s commitment of HOME Program funds. All such work shall be performed by the City in accordance with applicable requirements of HUD and with all requirements of this Contract. Reimbursement shall be contingent thereupon.

1. Only Approved Activities, which have been set up in accordance with HUD established procedures, shall be reimbursed by the County.
2. The City shall be reimbursed by the County for allowable costs, in accordance with 24 CFR Part 92 and in accordance with SECTION V. of this Contract.
3. The City shall submit to the County during the performance hereof the following:
 - a. A cumulative expenditure statement of all costs of the project(s), program income and recaptured funds, for the period from commencement through the end of the report period for which the reimbursement is being requested;
 - b. This information shall be submitted in a format which meets the County’s requirements for documentation used during audits and monitoring visits. Forms provided by the County shall be used when requested. Each request shall contain a cover sheet substantially equivalent to the *Payment Request Form* attached as Exhibit F.
4. Upon receipt of the above enumerated acceptable documentation, County shall initiate the reimbursement process. Upon determination by the HOME Administrator that the services or material have been invoiced pursuant to the terms of this Contract, the HOME

Administrator shall authorize the County Finance Department to make payment to the City in the amount it determines to be payable.

5. In the event a question or dispute arises regarding a request for reimbursement, the County shall withhold payment to the City for only that part of an invoice in dispute.

6. Pursuant to Section 218.74, Florida Statutes, the County Finance Department shall issue payment within 45 days after receipt of an acceptable invoice, and approval by the Housing and Human Services Department accepting the goods and/or services provided in accordance with the terms and conditions of this Contract.

7. If a payment request is disputed, the City shall provide adequate documentation within ten business days from receipt of a request which details the disputed charges.

8. Payment requests shall be made no less than quarterly, with the final draw for the federal fiscal year submitted no later than October 10, 2025. Payment requests submitted later than October 10, 2025 shall be credited to the following fiscal year.

B. The City shall take financial responsibility for any and all funds expended by the City on ineligible HOME Program activities, and shall reimburse the U.S. Department of Housing and Urban Development as mandated. The County shall take financial responsibility for any and all funds expended by the County on ineligible HOME Program activities.

SECTION XIV. RECAPTURE: In the event of noncompliance with this Contract, recapture of all or part of the allocation may be administered by the County. Any recaptured funds shall be utilized on eligible HOME Program activities within the County or another City within the Consortium. The City understands that HOME Program Community Housing Development Organization funds shall be reduced or recaptured by the federal government if not encumbered and/or expended as outlined under 24 CFR 92.500(d) and further detailed under Section V. Use of Funds.

SECTION XV. RECORDS AND REPORTS: Reimbursement is contingent upon the receipt and satisfactory evaluation by the Lead Entity, of the following reports:

- A. **Project Set-Up Report:** The City shall initiate each proposed HOME Program activity by completing a Set-Up Report as required by HUD. The Set-Up Report shall be retained by the City and a copy submitted to the County with the initial reimbursement request.
- B. **Reimbursement/Expenditure Report:** The City shall submit reimbursement requests along with an expenditure statement as outlined in SECTION XIII. of this Contract.
- C. **Quarterly Progress Report:** The City shall complete and submit to the County Exhibit E, by the 15th day of January, April, July and October 2025.
- D. **Project Completion Report:** At the time a project has been completed, the City shall complete a Project Completion Report and Quarterly Progress Report, within 120 days of the final draw down request for the project. The Completion Report shall be

retained by the City and a copy may be submitted to the County with the final reimbursement request.

- E. **Substantial Amendments:** The City shall confirm the necessity of a substantial amendment with the County. If necessary, the City shall complete all applicable advertisement(s) and hearing(s). The City shall forward the substantial amendment documentation to the County for submission to the United States Department of Housing and Urban Development.

SECTION XVI. AUDITS AND INSPECTIONS: All records and contracts of whatever nature required by this Contract shall be available for audit, inspection or copying at any time during normal business hours and as often as the Lead Entity, the Consortium, HUD or Comptroller General of the United States, or other federal agency may deem necessary. Brevard County shall have the right to obtain and inspect any audit pertaining to the performance of this Contract made by any local, state or federal agency. The HOME Consortium shall have the right to inspect any of the County's records of whatever nature required by this Contract any time during normal business hours. The City shall retain all of its records and supporting documentation applicable to this Contract for five years after either the resolution of the final audit or the United States Department of Housing and Urban Development approval of the Close-out Report, whichever is later.

SECTION XVII. MONITORING: 2 CFR 200.93 defines a sub-recipient as a non-federal entity that receives a sub-award from a pass-through entity to carry out part of a federal program. The City is required to monitor each sub-recipient to ensure that sub-awards are used for authorized purposes in compliance with Federal statutes, regulations, and the terms and conditions of the sub-award; and that sub-award performance goals are achieved. The City shall adhere to their existing monitoring policy which shall include the monitoring of sub-recipients annually throughout the affordability period. If applicable, updates should be provided to the County annually. Failure to monitor or insufficient sub-recipient monitoring may result in a finding of non-compliance. The lead entity will be required to monitor the project throughout its affordability period.

SECTION XVIII. SUBCONTRACTS: All contracts entered into by the City to carry out approved HOME Program activities shall be made in accordance with all applicable laws, rules and regulations stipulated in this Contract. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each Section set forth in this Contract. The City must notify the County before they enter into an agreement with a sub-recipient, and the County must approve the Memorandum of Understanding before execution. Joint projects must be advertised and made available to all jurisdictions involved.

SECTION XIX. SCRUTINIZED COMPANIES:

a. The CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Contract.

- b. If this Contract is for more than one million dollars, the CONTRACTOR further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.
- c. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the contract.
- d. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- e. As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

SECTION XX: EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

- a. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the contract. Upon Request, CONTRACTOR shall provide acceptable evidence of their enrollment. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.
- b. CONTRACTOR shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.
- c. CONTRACTOR agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of CONTRACTOR's enrollment in the program. This includes maintaining a copy of proof of CONTRACTOR's and any subcontractors' enrollment in the E-Verify Program.
- d. Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.
- e. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-verify program, the contractor hires or employs a person who is not eligible for employment.
- f. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

SECTION XXI. NON-ASSIGNABILITY: The City may not assign this Contract without prior written consent of the County.

SECTION XXII. ENFORCEMENT (SUSPENSION/TERMINATION):

A. In accordance with 24 CFR 85.43, suspension or termination may occur if the City materially fails to comply with any term of this Contract.

1. The City hereby agrees that the following events constitute a material failure sufficient to warrant suspension of payments:

- a. Improper use of HOME Program funds;
- b. Failure to commit or expend HOME Program funds according to this Contract (without written consent);
- c. Failure to comply with the work, Program or terms of this Contract; specifically, the Approved Activities indicated in the Consolidated Plan and Annual Action Plan;
- d. Failure to submit reports as required, including a favorable audit report, as well as documentation to complete HUD required reports, and
- e. Intentional submittal of incorrect or incomplete reports in any material respect.

2. This Contract may also be terminated for convenience in accordance with 24 CFR 85.44, which provides for termination for mutual convenience or partial termination for specified reasons.

B. If payments are withheld, the Lead Entity shall specify in writing, the actions that shall be taken by the City as a condition precedent to resumption of payments provided that such notification shall specify a reasonable date not to exceed 20 days for compliance.

SECTION XXIII. INDEMNIFICATION: The City, to the extent allowed by law, shall at all times hereafter indemnify and hold harmless, the County, Brevard County HOME Consortium, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind including court costs, attorney's fees and expenses, occurring or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract, except that the City shall not incur any liability for the negligence of the other parties named in this Section. Neither the County nor the City shall incur any liability for the negligence of the other.

The foregoing indemnification does not waive any defense of sovereign immunity and shall not waive the damage limits set forth in Section 768.28, Florida Statutes, nor shall it be construed to constitute an agreement by any party to indemnify any other party for such other party's negligent, willful, or intentional acts or omissions.

SECTION XXIV. INSURANCE: The City shall ensure that either its insurance coverage or self-insurance program or the insurance coverage of its contracted agents is adequate and sufficient to cover the activities performed under this Contract, as the case may be as to the particular actions undertaken.

SECTION XXV. PROJECT PUBLICITY: Any news release, project sign, or other type of publicity pertaining to the project as stated herein, shall recognize the funding provided by HOME Program funds. The parties shall conduct affirmative marketing in accordance with 24 CFR Part 92.351.

SECTION XXVI. AMENDMENTS: This Contract may be amended through the completion of an Amendment to Disbursement Contract form. The City shall be required to handle any amendment/adjustment according to their City policies, but shall acknowledge and accept execution of this document by the authorized County staff person.

SECTION XXVII. NOTICES: Formal notices under the terms of this Contract shall be sent, by U.S. mail, as follows:

Brevard County:
Juanita D. Jackson, Director
Housing and Human Services Department
2725 Judge Fran Jamieson Way, Bldg. B
Viera, Florida 32940

City of Cocoa:
Stockton Whitten
City Manager
65 Stone Street
Cocoa, Florida 32922

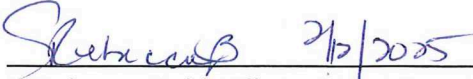
[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first above written.

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

Frank Abbate, County Manager
(As approved by the Board on, _____).

Reviewed for legal form and content:

 2/12/2025
L. Rebecca Behl-Hill, Assistant County Attorney

CITY OF COCOA

Michael C. Blake, Mayor
(As approved by the Council on _____)

STATE OF FLORIDA
COUNTY OF BREVARD

ON THIS DAY personally appeared, by means of _____ physical presence or _____ online notarization, Michael C. Blake, known to me to be the person described in and who executed the foregoing instrument as the Mayor of the City of Cocoa, Florida for its act and deed, for the uses and purposes therein expressed.

NOTARY SEAL

Notary Public - State of Florida
My Commission Expires: _____

Reviewed for legal form and content:

Anthony A. Garganese, City Attorney

EXHIBIT A
AFFIRMATIVE MARKETING POLICY

The HOME Consortium will use affirmative housing marketing practices in soliciting owners/renters, determining eligibility, and concluding all transactions. The Consortium members shall further affirmative marketing and fair housing in accordance with 24 CFR Part 92.351. Rental and HOME Program buyer projects containing five or more HOME Program assisted units shall comply with the Affirmative Marketing Policy described below.

1. The Consortium will require the owner to solicit applications for vacant units from persons in the housing market who are least likely to apply for the rehabilitated housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhoods in which the rehabilitated building is located shall be considered those least likely to apply.
2. Owner's advertising vacant units shall include the equal housing opportunity logo or statement. Advertising media shall include contacting the newspapers, radio, television, brochures, leaflets, and/or include a sign in a window. In an effort to reach applicants least likely to apply, the owner may also use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.
3. The owner shall maintain a file containing all affirmative marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters, etc.) to be available for inspection at least annually by the HOME Consortium.
4. The owner shall maintain a listing of all tenants residing in each unit at the time of the application submittal through the end of the affordability period.
5. The participating entity shall provide the HOME Consortium with an annual assessment of the affirmative marketing program of the development. The assessment shall include:
 - a. Method used to inform the public and potential tenants about federal fair housing laws and affirmative marketing policy (i.e. the use of Equal Housing Opportunity logo type or slogan in print advertising);
 - b. Method used to inform and solicit applications from persons in the housing market area who are not likely to apply without special outreach (i.e., use of community organizations, places of worship, employment centers, etc.); and
 - c. Records describing actions taken by the participating entity and/or owner to affirmatively market units and records to assess the results of these actions.
6. The HOME Consortium will assess the affirmative marketing efforts of the owner by comparing predetermined occupancy goals to actual occupancy data that the owner is required to

maintain. Outreach efforts on the part of the owner will also be evaluated by reviewing marketing efforts.

7. The HOME Consortium will assess the efforts of the owners receiving loans during the rent-up and marketing of the units by use of a compliance certification or personal monitoring visits to the project at least annually.

8. Where an owner fails to follow the affirmative marketing requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions which the HOME Consortium may deem necessary, up to and including the full repayment of the loan.

EXHIBIT B
BUDGET Fiscal Year 2024-2025

ACTIVITY	CURRENT ALLOCATION	CARRY FORWARD AMOUNT	PROGRAM INCOME	TOTAL
Program Administration	\$4,823.86	\$2,063.70	\$0.00	\$6,887.56
Community Housing Development Organization	\$9,738.61	\$24,153.17	\$0.00	\$33,891.78
First Time Homebuyer	\$48,693.03	\$279,799.61	\$32,400.00	\$360,892.64
Total HOME Funded Projects	\$63,255.50	\$306,016.48	\$32,400.00	\$401,671.98

This Budget includes the City of Cocoa's Fiscal Year 24/25 HOME Program allocation of \$63,255.50, \$306,016.48 carry-forward funds, and program income \$32,400.00 (for a total of \$401,671.98). Any program income received throughout the year will be utilized in accordance with Section VI.

**EXHIBIT C
ENCUMBRANCE SCHEDULE**

ACTIVITY	Beginning Balance	1st Quarter Goal	2nd Quarter Goal	3rd Quarter Goal	4th Quarter Goal	Remaining Balance
HOME Admin	\$6,887.56	\$1,721.89	\$1,721.89	\$1,721.89	\$1,721.89	\$0.00
Community Housing Development Organization Set- Aside	\$33,891.78	\$0.00	\$0.00	\$0.00	\$33,891.78	\$0.00
First Time Homebuyer	\$360,892.64	\$0.00	\$0.00	\$360,892.64	\$0.00	\$0.00

The encumbrance schedule is not based on total funding, but an estimated amount of funds to be encumbered this fiscal year.

**EXHIBIT D
EXPENDITURE SCHEDULE**

ACTIVITY	Beginning Balance	1st Quarter Goal	2nd Quarter Goal	3rd Quarter Goal	4th Quarter Goal	Remaining Balance
HOME Admin	\$6887.56	\$1,721.89	\$1,721.89	\$1,721.89	\$1,721.89	\$0.00
Community Housing Development Organization Set- Aside	\$33,891.78	\$0.00	\$0.00	\$0.00	\$33,891.78	\$0.00
First Time Homebuyer	\$360,892.64	\$0.00	\$0.00	\$0.00	\$120,000.00	\$240,892.64

The expenditure schedule is not based on total funding, but estimated amount of funds to be expended this fiscal year.

EXHIBIT E **QUARTERLY PROGRESS REPORT**

Period Covered: _____ to _____
Date Submitted: _____

A. Project Information:

Agency: City of Cocoa

Person Preparing the Report: _____

B. Project Cost

Activity	Estimated Expenditure	Actual Expenditure	% Expended	% Project Completion	Compliant with Encumbrance Schedule (Y/N)	Compliant with Expenditure Schedule (Y/N)

***If non-compliant with Encumbrance Schedule or Expenditure Schedule, please provide an explanation for corrective action.**

C. Program Income (Attach your current program income log).

Program Income/Recapture: _____

Source of Program Income/Recapture: _____

D. Describe success or problems with meeting Goals (Attach Additional Sheets if Necessary):

E. Please specify total number of persons or households (as applicable) assisted/served this quarter.

Households	Persons	Low Income	White/ Non-Hispanic	Black or African American	American Indian or Alaskan Native	Hispanic	Asian Pacific Islander	Female Headed Household

EXHIBIT F
HOME PROGRAM REIMBURSEMENT & DRAW REQUEST

City of Cocoa

Date: _____

Request #: _____

Attached is documentation for _____ request number _____ for the reimbursement of HOME Program Expenditures described below:

Administrative Expenses:

Activity Year	Activity Number	Activity Description	Activity Address	Activity Funding Amount	Activity Total of Prior Draw	Activity Balance	Total Amount Expended	Program Income Used	Reimbursement Due from The County	Final Draw Y/N	Comments

Please provide a copy of the signed contract for each new subrecipient agreement.

Signature/Date

**HOME Disbursement Contract 2024-2025
between Brevard County and City of Cocoa**

**EXHIBIT G
PROGRAM INCOME LOG**

Period Covered: _____

Agency Name: _____

Balance Forward: _____

Date Received	Date Deposited	Amount Received	Amount Used	Amount Available

Signature

Date

RESOLUTION NO. 2025-021

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 Regular 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, at a Regular City Council meeting assembled on the 18th day of March 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



City of Cocoa Budget Adjustment Form FY2025- 047-A

Select Adjustment Type: Budget Amendment

Requesting Department #: 3200

Date Prepared: 3/12/25

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
(\$ 12,789)	104-0000-331.54-00	FEDERAL GRANTS / ECONOMIC ENVIRONMENT		(\$ 12,789)	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
(\$ 12,789) Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
(\$ 4)	104-3240-554.12-00	HOUSING & URBAN DEVELOP. / SALARIES & WAGES		(\$ 4)	
(\$ 11,119)	104-3240-554.39-00	HOUSING & URBAN DEVELOP. / CONTINGENCY		(\$ 11,119)	
(\$ 1,669)	104-3240-554.83-22	OTHER GRANTS & AIDS / CHDO		(\$ 1,669)	
\$ 3	104-3240-554.83-23	OTHER GRANTS & AIDS / DOWN PAYMENT ASSISTANCE		\$ 3	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
(\$ 12,789) Total					

Reason/Justification for Adjustment:

To bring the amount of the current allocation down to match the actual disbursement for the HOME 2024-2025 disbursement agreement.

Agenda 25-139

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: _____

Resolution #: 2025-021

~*City Council Approval needed for transfers greater than \$75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.03.12 09:47:20 -04'00'
Requestor's Signature

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.03.12 09:47:43 -04'00'
Finance Approval Signature

Finance Director's Signature

Rebecca Bowman
Digitally signed by Rebecca Bowman
Date: 2025.03.12 15:43:29 -04'00'
Department Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.03.12 17:14:49 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____

CITY COUNCIL AGENDA ITEM

Memo Date: 03/07/2025
Agenda Date: 3/18/2025
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action: Request Council approval to contribute \$1,216.00 for Major Abby Sweetwine sign to be located in the Habitat for Humanity Female Veteran's Village in Diamond Square CRA. Authorize the City Manager to approve the budget adjustment for the amount approved by Council, on the monthly Budget Adjustment Cleanup.

BACKGROUND:

In 2022, Space Coast Habitat completed the last of the six homes in the Female Veteran's Village in Diamond Square CRA. At the time, there was discussion about naming the Female Veteran's Village after a Cocoa military veteran. Major Abbie Sweetwine was selected as the honorary veteran to name the village after.

Major Abbie Sweetwine is most commonly known as "The Angel of Platform 6". As a member of the United States Air Force, Major Sweetwine was a nurse stationed in England in the early 1950s. On the morning of October 8, 1952, one of the most devastating train wrecks occurred in England. A call for help was sent to the Royal Air Force South Ruslip, where Sweetwine was stationed. She and seven doctors responded to the train wreck to assist the more than 300 injured passengers.

Sweetwine managed the triage process for the doctors, identifying the most serious cases for immediate care. The unique action that set her apart from others at the scene was her method of labeling the patients who had received treatment. She used her lipstick to mark the patients on their forehead with an "M" for those receiving morphine and an "X" for those receiving treatment. The British newspaper, the Daily Mirror, noted her heroic efforts and gave her the nickname, "The Angel of Platform 6".

Retired Major Abbie Sweetwine was born in Cocoa on May 28, 1915, and served in the US Army and Air Force for over twenty years. She passed away at the age of 87 and is laid to rest at Arlington National Cemetery.

Dedicating the Female Veteran's Village to Major Sweetwine is truly an honor for her family and is a testament to the six female veterans living in the Veteran's Village and their contributions to our military.

Space Coast Habitat for Humanity worked with a sign company to create the design for production. The design will be two-sided and shows an image of Major Sweetwine. On the sign is a QR Code that will take visitors to the US Air Force page dedicated to Sweetwine and her heroic accomplishments. The total cost of the sign will be \$3,650 and will be installed by the Art-Kraft Sign Company.

At the February 24, 2025, Diamond Square CRA meeting, the Agency agreed to pay one-third of the costs for the sign, splitting it with the City and Space Coast Habitat for Humanity. The three-way split amounts to \$1,216 contributed by the Diamond Square CRA, \$1,216 contributed by the City and the remaining \$1,218 contributed by Space Coast Habitat for Humanity. The sign will have solar lighting that will be installed by Space Coast Habitat for Humanity. The account utilized for the funds will be determined by Staff and a budget adjustment will be completed at that time.

Request Council approval to contribute \$1,216.00 for Major Abby Sweetwine sign to be located in the Habitat for Humanity Female Veteran's Village in Diamond Square CRA. Authorize the City Manager to approve the budget adjustment for the amount approved by Council.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

Budgeted? No

Source/Use of Funds

Account Number

Amount

TBA and will be added to the Monthly Cleanup BAF, if Council Approves.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Request Council approval to contribute \$1,216.00 for Major Abby Sweetwine sign to be located in the Habitat for Humanity Female Veteran's Village in Diamond Square CRA. Authorize the City Manager to approve the budget adjustment for the amount approved by Council, on the monthly Budget Adjustment Cleanup.



Art-Kraft Sign Company, Inc.

PROPOSAL

QUALITY SIGNAGE SINCE 1968

2675 KIRBY CIR. NE., PALM BAY, FL. 32905

WWW.ART-KRAFT.COM

PH: 321.727.7324

Proposal Submitted To MAJ ABBIE SWEETWINE FEMALE VETERAN VILLAGE	Contact Name Anna Terry	Date 01/28/25
Job Name & Location MAJ ABBIE SWEETWINE FEMALE VETERAN VILLAGE	Phone (321) 728-4009	Sales Rep Rob Reilly
	E-Mail anna@spacecoasthabitat.org	Designer Wayne Mills
	Design Number(s) 	

Project Number (IF APPLICABLE)	Invoicing Contact Name (IF APPLICABLE)	Invoicing Contact E-Mail (IF APPLICABLE)	P.O. Number (IF APPLICABLE)

Sub Total	Sales Tax (0.0%)	Proposed Cost	EXPIRES 30 CALENDAR DAYS FROM RECEIPT UNLESS FULLY EXECUTED AND RETURNED TO AKS BY CLIENT. DOES NOT INCLUDE ANY "OPTION" OR "OPTIONAL" COSTS"	50% Req. Deposit
\$3,650.00	\$0.00 ☐ Tax Exempt FORM REQUIRED	\$3,650.00		\$1,825.00

Art-Kraft Sign Company, Inc. (AKS) ("Contractor") hereby proposes to furnish ALL labor and materials to complete in accordance with the below specifications for the total sum as shown above. Payment terms are as follows: The client shall provide a NON-REFUNDABLE deposit of (50%) of the total cost upfront upon signing this agreement. The remaining balance shall be paid in full at the time of completion of installation and/or prior to shipping of completed project/asset. Associated permit and engineering fees will be billed as extra at AKS cost PLUS cost to obtain. AKS liability for any claims arising from the service(s) provided shall be limited to the total amount paid by the client under this agreement. The Contractor shall not be liable for any indirect, incidental, or consequential damages. Art-Kraft Sign Company, Inc. ensures that its employees are fully covered by workers' compensation insurance as mandated by law." For more information and complete terms/conditions, please visit WWW.ART-KRAFT.COM/TERMS

AKS Rep. Name Rob Reilly

AKS Representative Signature X

Rob Reilly

AKS to supply all labor and materials to manufacture and install the following.

Drawing Number: 44380-B
(1) double sided post and panel sign.
Price: \$3,650.00

All Major
Credit Cards
Accepted

Subject to 3.5% Service Fee



PERMITTING AND ENGINEERING FEES BILLED AS EXTRA AT AKS COST PLUS COST TO OBTAIN *PRIMARY ELECTRICAL CONNECTION and/or PRIMARY ELECTRICAL PERMIT PROVIDED BY OTHERS.*

Terms and Conditions: By signing this proposal form, the client agrees to enter into a legally binding contract with Art-Kraft Sign Company, Inc. ("Company") for the services described in this proposal. The client acknowledges that they have read, understood, and agreed to these terms and conditions. **Scope of Work:** Art-Kraft Sign Company, Inc. agrees to provide the product as shown on reflected drawing # and specified. **Payment Terms:** The client shall pay Art-Kraft Sign Company, Inc. the total cost as outlined in the payment schedule provided above. Cost does not include any additional unforeseen circumstances, site issues, remanufacturing (unless covered by warranty) extra trips to site, and any additional resources not outlined above. ALL ADDITIONAL COSTS NOT OUTLINED ABOVE WILL BE OUTLINED AND APPROVED PRIOR TO COMPLETE/ION OF SCOPE AND BILLING. Proposed and Accepted cost subject to change due to economical impacts at anytime without notice. INVOICED COST DUE AT TIME OF INSTALLATION. PERMIT FINAL INSPECTIONS DO NOT CONSTITUTE A DELAY. **Intellectual Property:** All Intellectual property rights, including copyrights and trademarks, associated with the work produced by Art-Kraft Sign Company, Inc. shall remain the sole property of the Company unless otherwise specified in writing. **Confidentiality:** Both parties agree to maintain the confidentiality of any proprietary or sensitive information disclosed during the project. This obligation shall continue even after the termination of the agreement. **Termination:** Either party may terminate the agreement in writing for any reason. In the event of termination, the client shall be responsible for paying for services rendered up to the termination date - COST TO TERMINATE WILL BE DETERMINED BY AKS. **Limitation of Liability:** Art-Kraft Sign Company, Inc.'s liability for any claims arising from the services provided shall be limited to the total amount paid by the client under this agreement. The Company shall not be liable for any indirect, incidental, or consequential damages. **Governing Law and Jurisdiction:** This agreement shall be governed by and interpreted in accordance with the laws of the State of Florida and the United States. Any disputes arising under or in connection with this agreement shall be subject to the exclusive jurisdiction of the 18th Judicial Circuit Courts located in Brevard County, FL. **Entire Agreement:** This proposal form, along with any attachments or addenda, constitutes the entire agreement between Art-Kraft Sign Company, Inc. and the client, superseding any prior agreements or understandings. **Digital Signature Disclaimer:** Art-Kraft Sign Company, Inc. acknowledges and accepts digital signatures in accordance with the Florida Uniform Electronic Transaction Act (F.S. 668.50-668.56). By providing a digital signature on any document related to this agreement, the signee agrees to the terms set forth at www.art-kraft.com/terms

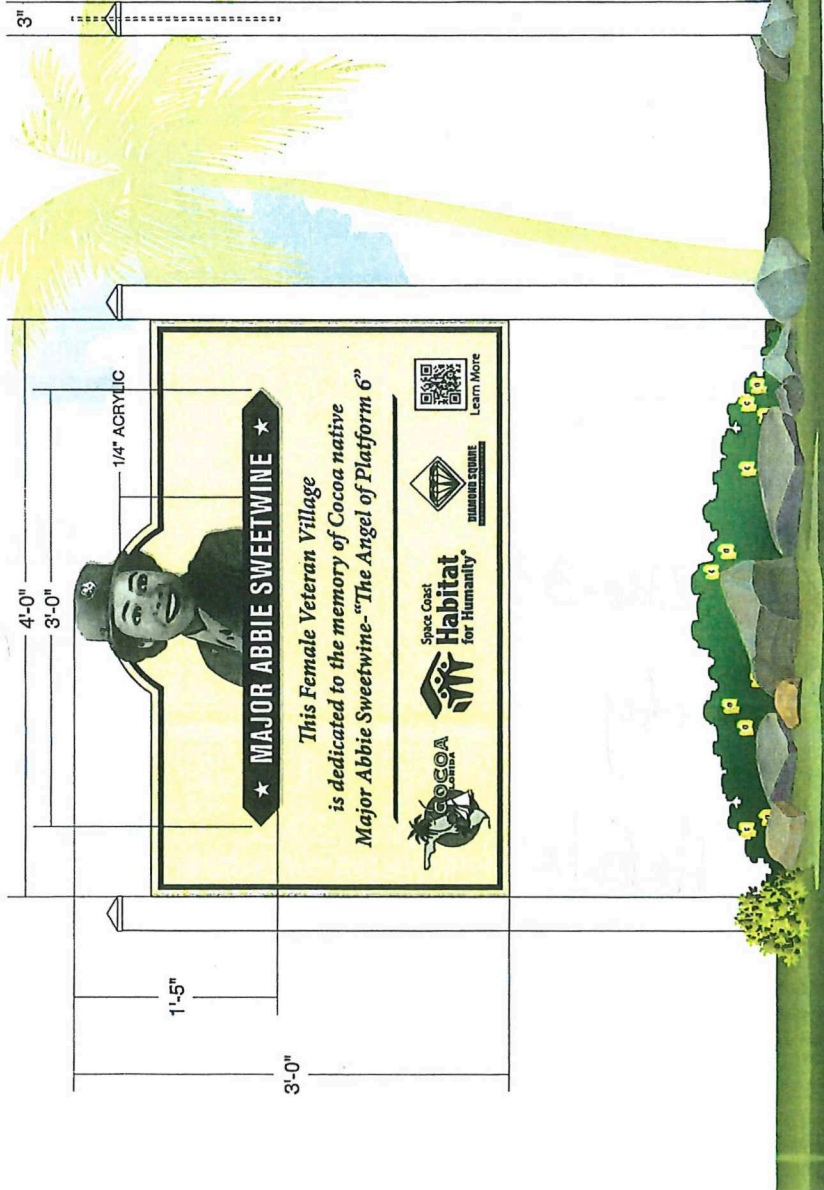
Customer Signature

X

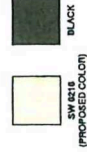
Type Full Name

Date

MAJ ABBIE SWEETWINE FEMALE VETERAN VILLAGE



POST & PANEL SIGN



SIGN



(QTY. 2) SINGLE-SIDED POST & PANEL SIGNS

1/8" ALUMINUM PANEL FINISHED WITH ACRYLIC PAINT ENAMEL AND TO HAVE 1/4" BLACK ACRYLIC FCO LOGO AND LETTERS WITH OUTSIDE SURFACE APPLIED VINYL DECORATION

PANEL CHEMICALLY BONDED TO ALUMINUM ANGLE FRAME AND MECHANICALLY MOUNTED TO (2) 3" SQUARE ALUMINUM POLES

POLES TO HAVE DECORATIVE PYRAMID-SHAPED POST TOPPERS
POLES AND TOPPERS TO BE FINISHED WITH GLOSS WHITE ACRYLIC PAINT ENAMEL

SIGN TO HAVE DIRECT BURIAL CONCRETE FOUNDATION



*Celebrating 56 years of Quality
Manufacturing and Service*

DESIGNER: Joe Design No. 44380-B

SALES REP. Rob Reilly

DATE 3 - 05 - 24

2675 Kirby Circle, NE, Palm Bay, Florida

Electric Sign Fabrication • Installation • Maintenance

Art-Kraft Sign Company, Inc. Quality Signs Since 1968

Ph. 321.727.7324

www.ART-KRAFT.com

CITY COUNCIL AGENDA ITEM

Memo Date: 03/10/2025
Agenda Date: 3/18/2025
Prepared By: Stockton Whitten, City Manager
Through: Stockton Whitten, City Manager
Requested Action: Approve a motion that directs staff to continue with the fluoridation capital project which will continue the practice of fluoridation of the potable water system or approve a motion that directs staff to abandon the fluoridation capital project which will discontinue the practice of fluoridation of the potable water system.

BACKGROUND:

In November of 2024 the State Surgeon General issued updated guidelines for the fluoridation of Public Water System. Previously, the state and federal recommendations were to maintain fluoride levels at 0.7 milligrams per liter. Note, the current EPA Maximum Contamination Level (MCL) is 4.0 mg/l with a non-enforceable recommended Secondary Standard of 2.0 mg/l. The State Surgeon General is now recommending that water systems not be fluoridized. These new guidelines are attached for your review.

For the past two years, the City has not infused fluoride into the water system since our fluoridation equipment reached the end of its useful life. The fluoride level in our water from our Annual Water Quality Report 2023 was reported as the average highest concentration of 0.13 and a range of 0.13 - 0.19. The concentrations reported are from naturally occurring fluoride found in ground water and occur without additional chemicals. The Utilities Department is finalizing the design for a new fluoridation system. Considering the recent change and recommendation from the State Department of Health and the State Surgeon General, it is prudent for the Council to revisit the use of fluoride in potable water treatment. The council's decision will have a great effect on the current upcoming expenditure of capital to fund replacing the fluoridation system. It is estimated that the fluoride components of the capital project would be approximately \$700,000, with annual recurring expenses of about \$65,000 for chemicals and other operational needs to continue fluoridation.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards
Investment in Public Infrastructure

BUDGETARY IMPACT:

Capital Project expenditure of an estimated approximately \$700,000 with annual recurring expenses of approximately \$65,000.

PREVIOUS ACTION:

RECOMMENDED MOTION:

Approve a motion that directs staff to continue with the fluoridation capital project which will continue the practice of fluoridation of the potable water system or approve a motion that directs staff to abandon the fluoridation capital project which will discontinue the practice of fluoridation of the potable water system.

Mission:

To protect, promote and improve the health of all people in Florida through integrated state, county, and community efforts.



Ron DeSantis
Governor

Joseph A. Ladapo, MD, PhD
State Surgeon General

Vision: To be the **Healthiest State** in the Nation

Guidance for Community Water Fluoridation

November 22, 2024

Tallahassee, Fla. – State Surgeon General Dr. Joseph A. Ladapo recommends against community water fluoridation due to the neuropsychiatric risk associated with fluoride exposure.

Fluoride is a naturally occurring ion present in groundwater, fresh and salt water, rainwater, soil, plants, and foods. Community water [fluoridation](#) is the process of adjusting the amount of fluoride in drinking water to the level recommended to prevent tooth decay. Historically, community water fluoridation was considered to be a method to systemically, through ingestion, deliver fluoride to all community members. However, currently many municipalities across the U.S. and several European countries, including Austria, Belgium, France, Germany, Italy, Norway, and Sweden, have [eliminated water fluoridation](#).

Today, fluoride is widely available from multiple sources, including topical fluorides, such as toothpaste, mouthwashes, and fluoride applications by dental providers. Evidence shows fluoride strengthens teeth, making them more decay resistant. However, additional research is being conducted to review the impacts of overall fluoride exposure in the population.

Several studies have reviewed fluoride exposure in vulnerable populations:

- A Mexico City, Mexico, study published in 2017 found that prenatal fluoride exposure was associated with [lower IQ](#) in both boys and girls ages six to twelve. Similarly, a nationwide Canadian study found that higher maternal urinary fluoride in pregnancy was associated with [reduced IQ](#) in boys ages three to four. The fluoride exposure levels in these studies are [comparable](#) to those found in pregnant women in the United States.
- A Canadian cross-sectional study published in 2019 found an association between exposure to fluoridated water and [attention deficit hyperactivity disorder \(ADHD\)](#) among children and adolescents between the ages of six and seventeen.
- Similarly, higher prenatal fluoride exposure was associated with increased incidence [of ADHD](#) in children ages six through twelve in a subgroup of the Mexico City, Mexico study.
- A 2023 Canadian study found that maternal exposure to fluoridated drinking water at 0.7 milligrams per liter throughout pregnancy was associated with [decreased child inhibitory control and cognitive flexibility](#), particularly in girls.
- Another study published in JAMA Network Open in May 2024, found higher [prenatal fluoride exposure](#) was associated with increased child neurobehavioral problems in Los Angeles, California. The authors recommended establishing guidelines for limiting fluoride exposure during pregnancy.
- On August 22, 2024, the U.S. Department of Health and Human Services National Toxicology Program (NTP) published a [report](#) evaluating total fluoride exposure from all sources.

Florida Department of Health**Office of the State Surgeon General**

4052 Bald Cypress Way, Bin A-00 • Tallahassee, FL 32399-1701
PHONE: 850-245-4210 • FAX: 850-922-9453

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- The report highlights a concern that some [pregnant women and children](#) may be receiving more fluoride than necessary due to fluoride exposure from multiple sources, including treated public water, water-added foods and beverages, teas, toothpaste, floss, and mouthwash. Thus, the combined total intake of fluoride may exceed safe amounts.
 - The report states that the majority of the 72 epidemiological studies pertaining to fluoride's impacts on children's IQ, published through April 2021, found an association between higher levels of fluoride consumption and reduced IQ in children.
 - While there is insufficient data to determine if the lower level of 0.7 milligrams per liter, currently recommended for U.S. community water systems, has a negative impact on children's IQ, the report concludes that there is moderate confidence in the scientific evidence that points to an association between higher levels of fluoride consumption and lower IQ in children.¹
- On September 24, 2024, [a U.S. District Court ruled](#) that community water fluoridation at 0.7 milligrams per liter presents an unreasonable risk of injury to health under the [Amended Toxic Substances Control Act \(Amended TSCA\)](#) and the U.S. Environmental Protection Agency is obliged to take regulatory action in response.

Other studies point to various potential impacts associated with systemic fluoride consumption that should be considered when weighing the risks and benefits of adding fluoride to community water systems, including increased risks of developing [sleep apnea](#), accumulation of fluoride in the pineal gland, [sleep cycle disturbance](#), [premature menarche](#) in adolescent girls, negative impacts on the [thyroid gland](#), and elevated occurrences of [skeletal fluorosis](#).

Due to the neuropsychiatric risk associated with fluoride exposure, particularly in pregnant women and children, and the wide availability of alternative sources of fluoride for dental health, the State Surgeon General recommends against community water fluoridation.

The Florida Department of Health strongly supports oral and overall health through:

- Operation and expansion of school-based preventive dental services.
- County health department dental clinics, which provide dental services to communities.
- Screening and treatment referral in pre-school and school settings.
- Provider education, including training on oral health service delivery for those with special health care needs.
- Promotion of healthy habits, with emphasis on a reduction in sugar consumption, through oral health education to communities.
- Providing oral health care supplies to community partners.
- Providing tobacco and vaping cessation resources and services.

Based on self-reported data from 2023, it is estimated that more than 70% of Floridians on community water systems receive fluoridated water. To see if your community water system is included, please visit the webpage [Public Water Systems Actively Fluoridating](#).

References

1. [About Community Water Fluoridation | Fluoridation | CDC](#)
2. [Fluoridation policy and practice: A European Story separating myths from reality.](#)
3. [Prenatal Fluoride Exposure and Cognitive Outcomes in Children at 4 and 6–12 Years of Age in Mexico | Environmental Health Perspectives | Vol. 125, No. 9](#)
4. [Association Between Maternal Fluoride Exposure During Pregnancy and IQ Scores in Offspring in Canada - PubMed](#)
5. [Urinary fluoride levels and metal co-exposures among pregnant women in Los Angeles, California - PMC](#)
6. [Association of water fluoride and urinary fluoride concentrations with attention deficit hyperactivity disorder in Canadian youth - PubMed](#)
7. [Prenatal fluoride exposure and attention deficit hyperactivity disorder \(ADHD\) symptoms in children at 6–12 years of age in Mexico City - ScienceDirect](#)
8. [Fluoride exposure during pregnancy from a community water supply is associated with executive function in preschool children: A prospective ecological cohort study - PubMed](#)
9. [Maternal Urinary Fluoride and Child Neurobehavior at Age 36 Months | Public Health | JAMA Network Open | JAMA Network](#)
10. [NTP Monograph: State of the Science Concerning Fluoride Exposure and Neurodevelopment and Cognition: A Systematic Review; August 2024](#)
11. [Food & Water Watch, Inc., et al. v. Environmental Protection Agency, et al. | United States Courts](#)
12. [COMPS-895.pdf](#)
13. [Fluoride exposure and sleep patterns among older adolescents in the United States: a cross-sectional study of NHANES 2015-2016 - PubMed](#)
14. [Fluoride Exposure and Age of Menarche: Potential Differences Among Adolescent Girls and Women in the United States | Exposure and Health](#)
15. [Fluoride exposure and thyroid function among adults living in Canada: Effect modification by iodine status - PubMed](#)
16. [Fluoride in Drinking Water and Skeletal Fluorosis: a Review of the Global Impact - PubMed](#)

CITY COUNCIL AGENDA ITEM

Memo Date: 03/03/2025
Agenda Date: 3/18/2025
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Stockton Whitten, City Manager
Requested Action: Informational Item Only

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2025 thru February 28th, 2025.

Section 5. - Appropriations.

(a) Appropriations for expenditures shall be established by the budget, and from the effective date of the budget the various amounts stated therein as proposed expenditures shall be and become appropriated for the various objects and purposes set forth in the budget.

(b) At any time during the fiscal year, the city council may, by resolution, transfer part or all of the unencumbered appropriation balance from one department or major organizational unit to the appropriation for other departments or major organizational units. The city manager may transfer part or all of any unencumbered appropriation balances among programs within a department or organizational unit and shall report such transfers to the city council in writing in a timely manner. The monetary amount of the city manager's transfer authority shall be established by the city council by resolution.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
11/12/2024	001-0000-331.20-29	\$416	ENC/BUDADJ PO ROLL	399
	001-0000-334.50-55	\$60,781		
	001-0000-334.70-11	\$134,764		
	001-0000-389.99-50	\$4,213,584		
11/19/2024	001-0000-389.90-00	\$1,199,955	TEMP AFB PUMPER TRUCK RESOLUTION# 2024-105	
11/20/2024	001-0000-331.20-31	\$13,263	FY25 BPV GRANT RESOLUTION# 2024-104	
	001-0000-389.99-50	(\$13,263)		
11/30/2024	001-0000-381.91-10	(\$800)	13) CRA POLICE DETAIL OCT-NOV CLEANUP	
	001-0000-389.90-00	\$800		
12/10/2024	001-0000-334.50-55	\$54	CAPITAL ROLL RESOLUTION# 2024-112	
	001-0000-369.90-04	\$5,000		
	001-0000-389.99-50	\$2,758,520		
	001-0000-384.00-00	\$309,793	FIRE COMMUNICATIONS-DEBT RESOLUTION# 2024-113	
01/14/2025	001-0000-389.99-50	\$22,500	COCOA UPSTART PROGRAM RESOLUTION# 2025-002	
01/21/2025	001-0000-331.20-32	\$15,653	ACCEPT FY25 JAG GRANT RESOLUTION# 2025-003	
01/28/2025	001-0000-389.99-50	\$186,822	BOA LEASE DEBTSERVICE PMT	
	001-0000-384.00-00	(\$2,150,698)	UNDO FY25 BUDGET ESTIMATED DEBT FINANCING	
	001-0000-384.00-00	(\$309,793)	UNDO FY25 BUDGET ESTIMATE FIRE COMMUNICATIONS	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
01/28/2025	001-0000-389.90-00	(\$1,199,955)	UNDO FY25 BUDGET ESTIMATE TEMP AFB FIRE ENGINE	399
	001-0000-389.99-50	(\$380,000)	UNDO FY25 INTERFUND TXFR ESTIMATED DEBT FINANCING	
01/30/2025	001-0000-389.99-50	\$32,123	EMERGENCY NONREIMBURSABLE RESOLUTION# 2025-005	
	001-0000-389.99-50	\$241,013	MILTON REIMBURSABLE RESOLUTION# 2025-005	
01/31/2025	001-0000-384.00-00	\$2,495,000	2024 BOA LEASE BUDGET	
02/27/2025	001-0000-334.50-55	\$11,300	AMENDMENT#1 FDEP GRANT RESOLUTION# 2025-008	
	001-0000-389.99-50	\$200,000	ECON INCENTIVE BRIGHTLINE RESOLUTION# 2025-012	
11	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$7,846,832
11	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	GENERAL FUND	\$7,846,832
11/12/2024	104-0000-389.99-50	\$53,880	ENC/BUDADJ PO ROLL	399
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$53,880
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	BREVARD COUNTY HOME	\$53,880
11/12/2024	105-0000-389.99-10	\$3,575	ENC/BUDADJ PO ROLL	399
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$3,575

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	SHIP/COCOA HOUSING TRUST	\$3,575
11/12/2024	107-0000-389.99-50	\$17,616	ENC/BUDADJ PO ROLL	399
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$17,616
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	BUILDING PERMITS	\$17,616
11/12/2024	110-0000-389.99-50	\$76,779	ENC/BUDADJ PO ROLL	399
12/10/2024	110-0000-389.99-50	\$932,242	CAPITAL ROLL RESOLUTION# 2024-112	
01/06/2025	110-0000-338.00-00	(\$89,319)	SHORE UP CCRA TIF REVENUE RESOLUTION# CCRA 2024-250	
02/05/2025	110-0000-389.99-50	\$5,000	LEGAL FEE TOP-UP RESOLUTION# CCRA-2025-007	
4	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$924,702
4	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	CRA COCOA RDA	\$924,702
11/12/2024	111-0000-389.99-50	\$52,991	ENC/BUDADJ PO ROLL	399
12/10/2024	111-0000-389.99-50	\$183,323	CAPITAL ROLL RESOLUTION# 2024-112	
01/27/2025	111-0000-338.00-00	(\$45,528)	COUNTY DSCRA TIF REVENUE RES.# DSCRA 2025-046	
	111-0000-389.99-50	\$32,500	DSCRA UPSTART GRANT RES.# DSCRA 2025-039	
	111-0000-338.00-00	(\$2,207)	D4 DSCRA TIF REVENUE RES.# DSCRA 2025-046	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$221,079
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	CRA DIAMOND SQUARE 626	\$221,079
11/12/2024	130-0000-331.90-02	\$279,022	ENC/BUDADJ PO ROLL	399
12/12/2024	130-0000-331.90-02	\$121,204	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$400,226
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	AMERICAN RESCUE PLAN FUND	\$400,226
02/11/2025	142-0000-389.99-50	\$10,000	STATE FORFITURE FUNDS RESOLUTION# 2025-007	2164
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$10,000
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	POLICE SPECIAL EDUCATION	\$10,000
10/14/2024	143-0000-389.99-50	\$6,825	EXPEND FEDERAL FORFEITURE RESOLUTION #: 24-096	123
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$6,825
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	FEDERAL FORFEITURE FUND	\$6,825
01/28/2025	201-0000-381.91-01	\$186,822	BOA LEASE DEBTSERVICE PMT	1775
	201-0000-381.91-01	(\$380,000)	UNDO FY25 INTERFUND TXFR ESTIMATED	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
01/28/2025			DEBT FINANCING	1775
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	(\$193,178)
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	DEBT SERVICE FUND	(\$193,178)
11/12/2024	303-0000-331.90-01	\$1,772,649	ENC/BUDADJ PO ROLL	399
	303-0000-389.99-50	(\$152,319)	RETAINAGE RES. #24-103	
12/10/2024	303-0000-331.90-01	\$333,401	CAPITAL ROLL RESOLUTION# 2024-112	
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$1,953,731
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	FISKE BV CMPLT STRTScape	\$1,953,731
11/12/2024	304-0000-337.30-21	\$133,724	ENC/BUDADJ PO ROLL	399
12/10/2024	304-0000-337.30-21	\$2,020	CAPITAL ROLL RESOLUTION# 2024-112	
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$135,744
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	T DOCKS / BREAKWATER	\$135,744
11/12/2024	421-0000-389.99-50	\$3,144,828	ENC/BUDADJ PO ROLL	399
12/10/2024	421-0000-389.99-50	\$277,106	CAPITAL ROLL RESOLUTION# 2024-112	
01/30/2025	421-0000-389.99-50	\$81,536	MILTON REIMBURSABLE RESOLUTION# 2025-005	
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$3,503,470

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	WATER/SEWER FUND	\$3,503,470
11/12/2024	423-0000-338.10-05	\$51,222	ENC/BUDADJ PO ROLL	399
	423-0000-389.99-50	\$623,948		
	423-0000-389.99-50	(\$15,337)	RETAINAGE RES. #24-103	
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$659,833
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	STORMWATER UTILITY	\$659,833
11/12/2024	424-0000-334.35-01	\$2,615,124	ENC/BUDADJ PO ROLL	399
	424-0000-389.99-50	\$12,711,882		
	424-0000-389.99-50	(\$429,470)	RETAINAGE RES. #24-103	
12/10/2024	424-0000-389.99-50	\$19,337,776	CAPITAL ROLL RESOLUTION# 2024-112	
	424-0000-381.91-21	\$26,260	VORTEX MANHOLE LINING RESOLUTION# 2024-111	
01/28/2025	424-0000-331.35-02	\$1,200,000	PINEDA PHASE 2 GRANT -FED RESOLUTION# 2025-004	
	424-0000-334.35-02	\$135,000	PINEDA PHASE2 GRANT-STATE RESOLUTION# 2025-004	
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$35,596,572
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	RENEWAL & REPLACE FUND	\$35,596,572
10/08/2024	427-0000-389.84-00	\$4,243,270	TCR PROJECT TASK #2 RESOLUTION #: 24-097	122

**FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025**

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
11/12/2024	427-0000-389.84-00	\$80,073	ENC/BUDADJ PO ROLL	122
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$4,323,343
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	TCR/SJR PROJECT	\$4,323,343
11/12/2024	520-0000-389.99-10	\$12,043	ENC/BUDADJ PO ROLL	399
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$12,043
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	WORKERS COMPENSATION FUND	\$12,043
28 Transfers & Amendments Between Oct 2, 2024 and Feb 28, 2025 FY 2025 Total Transfer & Amendments \$55,476,293 <i>NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero</i> Report: Revenue Budget Tracking Worksheet Run by: Zoie R. Badalov Date: 03/03/2025				

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1000 - CITY COUNCIL					
1000 - CITY COUNCIL	11/12/2024	001-1000-511.40-00	\$105	ENC/BUDADJ	399
		001-1000-511.48-00	\$1,000		
	11/30/2024	001-1000-511.54-00	\$500	14) COUNCIL EVENT TABLES OCT-NOV CLEANUP	876
		001-1000-511.48-00	(\$500)		
2	Total Budget Amendments/Transfers		Division 1000 Total		\$1,105
1100 - CITY MANAGER'S OFFICE					
1100 - CITY MANAGER'S OFFICE	02/01/2025	001-1100-512.48-00	(\$35)	RECLASS POLO TO UNIFORMS JANUARY CLEANUP	2165
		001-1100-512.52-02	\$35		
1	Total Budget Amendments/Transfers		Division 1100 Total		\$0
1104 - PLANNING					
1104 - PLANNING	11/12/2024	001-1104-515.34-00	\$95,973	ENC/BUDADJ	399
1	Total Budget Amendments/Transfers		Division 1104 Total		\$95,973
1203 - INFORMATION TECHNOLOGY					
1203 - INFORMATION TECHNOLOGY	11/12/2024	001-1203-516.52-00	\$20,568	ENC/BUDADJ	399
		001-1203-516.56-15	\$8,380		
		001-1203-516.46-00	\$10,770		
		001-1203-516.41-00	\$546		
	12/10/2024	001-1203-516.63-00	\$13,377	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-1203-516.64-15	\$20,287		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number
1203 - INFORMATION TECHNOLOGY	02/01/2025	001-1203-516.64-15	\$8,380	GENERAL IT BUDGET MAINT.	JANUARY CLEANUP	2165
		001-1203-516.41-00	\$7,000			
		001-1203-516.56-15	(\$15,380)			
3	Total Budget Amendments/Transfers		Division 1203 Total		\$73,928	
1500 - FINANCE GENERAL ACCOUNTNG						
1500 - FINANCE GENERAL ACCOUNTNG	11/30/2024	001-1500-513.12-00	(\$1,000)	11) ACFR SOFTWARE COSTS	OCT-NOV CLEANUP	876
		001-1500-513.56-15	\$1,000			
	12/10/2024	001-1500-513.55-00	\$420	CAPITAL ROLL	RESOLUTION# 2024-112	1017
2	Total Budget Amendments/Transfers		Division 1500 Total		\$420	
1600 - GENERAL OPERATIONS						
1600 - GENERAL OPERATIONS	11/12/2024	001-1600-513.31-00	\$69,063	ENC/BUDADJ		399
		001-1600-513.55-02	\$9,497			
		001-1600-513.34-00	\$12,218			
		001-1600-513.32-00	\$60,800			
		001-1600-513.49-00	\$50,218			
	12/10/2024	001-1600-513.55-00	\$900	CAPITAL ROLL	RESOLUTION# 2024-112	1017
		001-1600-513.39-02	\$964,057			
		001-1600-513.39-01	\$475,735			
	01/28/2025	001-1600-581.91-20	\$186,822	BOA LEASE DEBTSERVICE PMT		1777
		001-1600-513.64-00	(\$39,495)	UNDO FY25 BUDGET	CH POOLED	1774

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	01/28/2025			VEHICLE	
		001-1600-581.91-20	(\$380,000)	UNDO FY25 INTERFUND TXFR ESTIMATED DEBT FINANCING	1775
	01/31/2025	001-1600-513.64-00	\$40,656	2024 BOA LEASE BUDGET CH POOLED VEHICLE	1776
		001-1600-513.73-00	\$30,214	2024 BOA LEASE BUDGET DEBT SERVICE COSTS	1776
4	Total Budget Amendments/Transfers	Division 1600 Total			\$1,480,685

1601 - EMERGENCY/DISASTER SVS

1601 - EMERGENCY/DISASTER SVS	01/30/2025	001-1601-525.12-00	\$184,714	MILTON REIMBURSABLE RESOLUTION# 2025-005	1758
		001-1601-525.49-00	\$19,604		
		001-1601-525.23-00	\$81		
		001-1601-525.23-09	\$85		
		001-1601-525.21-00	\$13,499		
		001-1601-525.23-08	\$39		
		001-1601-525.24-00	\$336		
		001-1601-525.22-03	\$67		
		001-1601-525.22-01	\$6,526		
		001-1601-525.23-04	\$5,987		
		001-1601-525.22-00	\$1,576		
		001-1601-525.23-07	\$220		
		001-1601-525.46-02	\$8,279		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number
1	Total Budget Amendments/Transfers		Division 1601 Total		\$241,013	
1805 - CITY CLERK						
1805 - CITY CLERK	11/30/2024	001-1805-513.52-00	(\$288)	7) NEXT REQUEST SOFTWARE	OCT-NOV CLEANUP	876
		001-1805-513.56-15	\$288			
	02/01/2025	001-1805-513.14-00	(\$676)	COVER ACCRUAL PAYOUT	JANUARY CLEANUP	2165
		001-1805-513.12-12	\$676			
2	Total Budget Amendments/Transfers		Division 1805 Total		\$0	
1905 - ECONOMIC DEVELOPMENT						
1905 - ECONOMIC DEVELOPMENT	01/14/2025	001-1905-559.83-11	\$22,500	COCOA UPSTART PROGRAM RESOLUTION# 2025-002		1594
	02/27/2025	001-1905-559.31-00	\$200,000	ECON INCENTIVE BRIGHTLINE RESOLUTION# 2025-012		2210
2	Total Budget Amendments/Transfers		Division 1905 Total		\$222,500	
1906 - COMMUNICATION/GRANTS						
1906 - COMMUNICATION/GRANTS	01/03/2025	001-1906-513.23-04	(\$300)	DECEMBER CLEANUP	6) VERIZON PO# 83088	1525
1	Total Budget Amendments/Transfers		Division 1906 Total		(\$300)	
1990 - LEISURE SERVICES						
1990 - LEISURE SERVICES	01/03/2025	001-1990-574.41-00	\$300	DECEMBER CLEANUP	6) VERIZON PO# 83088	1525

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	Total Budget	Division 1990 Total			\$300
Amendments/Transfers					
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	11/12/2024	001-2100-521.64-00	\$117,383	ENC/BUDADJ	399
		001-2100-521.46-02	\$20,125		
		001-2100-521.52-38	\$416		
		001-2100-521.56-15	\$11,250		
	11/20/2024	001-2100-521.52-00	(\$26,526)	FY25 BPV GRANT RESOLUTION# 2024-104	665
		001-2100-521.52-40	\$26,526		
	11/30/2024	001-2100-521.55-00	\$3,800	1) CODC CLASS OCT-NOV CLEANUP	876
		001-2100-521.40-00	(\$3,800)		
		001-2100-521.14-00	\$0	13) CRA POLICE DETAIL OCT-NOV CLEANUP	876
		001-2100-521.41-00	\$0	4) COMMAND POST AIR CARDS OCT- NOV CLEANUP	876
	12/10/2024	001-2100-521.14-00	\$5,000	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-2100-521.64-00	\$13,653		
	01/03/2025	001-2100-521.56-15	\$0	DECEMBER CLEANUP 3) FLOCK PROJECT PO#83242	1525
		001-2100-521.49-00	\$2,020	DECEMBER CLEANUP 7) PD VEHICLE REPAIRS	1525
		001-2100-521.46-03	(\$2,020)		
	01/14/2025	001-2100-521.64-00	(\$60,958)	REPLENISH ANNUAL PAVING CLERK'S JOURNAL 1.14.25	1593
	01/21/2025	001-2100-521.48-01	\$1,653	ACCEPT FY25 JAG GRANT	1592

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	01/21/2025	001-2100-521.14-00	\$14,000	RESOLUTION# 2025-003	1592
	01/28/2025	001-2100-521.64-00	(\$65,000)	UNDO FY25 BUDGET ESTIMATE PD REPLACEMENT VEHICLE	1774
		001-2100-521.64-00	(\$192,652)	UNDO FY25 BUDGET ESTIMATE PD 29 PORTABLE RADIOS	1774
		001-2100-521.64-00	(\$405,551)	UNDO FY25 BUDGET ESTIMATE PD 50 MOBILE RADIOS	1774
	01/31/2025	001-2100-521.64-00	\$62,070	2024 BOA LEASE BUDGET PD REPLACEMENT VEHICLE	1776
	02/04/2025	001-2100-521.64-00	\$598,203	CORR BAF25-023A DIV CODE	1822
10	Total Budget Amendments/Transfers		Division 2100 Total		\$119,592
2101 - POLICE COMMUNICATIONS					
2101 - POLICE COMMUNICATIONS	11/12/2024	001-2101-521.56-15	\$57,600	ENC/BUDADJ	399
	01/03/2025	001-2101-521.12-00	(\$75,000)	DECEMBER CLEANUP 1) COVER OTHER PD WAGES	1525
		001-2101-521.13-00	\$75,000		
		001-2101-521.23-04	(\$23,836)	DECEMBER CLEANUP 1) PD INTENT TO RETIRE	1525
		001-2101-521.12-12	\$23,836		
	01/31/2025	001-2101-521.64-00	\$192,667	2024 BOA LEASE BUDGET PD 29 PORTABLE RADIOS	1776
		001-2101-521.64-00	\$405,615	2024 BOA LEASE BUDGET PD 50 MOBILE RADIOS	1776
	02/04/2025	001-2101-521.64-00	(\$192,652)	UNDO FY25 BUDGET ESTIMATE PD 29 PORTABLE RADIOS	1822
		001-2101-521.64-00	(\$405,551)	UNDO FY25 BUDGET ESTIMATE PD 50	1822

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2101 - POLICE COMMUNICATIONS	02/04/2025			MOBILE RADIOS	
4	Total Budget Amendments/Transfers	Division 2101 Total		\$57,679	
2132 - CODE ENFORCEMENT					
2132 - CODE ENFORCEMENT	11/30/2024	001-2132-524.49-00	(\$1,440)	12) CODE ENFORCE AIRCARDS OCT-NOV CLEANUP	876
		001-2132-524.41-00	\$1,440		
1	Total Budget Amendments/Transfers	Division 2132 Total		\$0	
2200 - FIRE ADMINISTRATION					
2200 - FIRE ADMINISTRATION	11/12/2024	001-2200-522.52-02	\$2,500	ENC/BUDADJ	399
1	Total Budget Amendments/Transfers	Division 2200 Total		\$2,500	
2201 - FIRE OPERATIONS					
2201 - FIRE OPERATIONS	11/12/2024	001-2201-522.52-05	\$4,786	ENC/BUDADJ	399
		001-2201-522.46-00	\$9,816		
		001-2201-522.34-00	\$16,000		
		001-2201-522.52-02	\$27,085		
		001-2201-522.64-00	\$1,500,000		
	11/19/2024	001-2201-522.64-00	\$1,199,955	TEMP AFB PUMPER TRUCK RESOLUTION# 2024-105	664
	11/30/2024	001-2201-522.52-02	(\$295)	6) COMMUNICATIONS OCT-NOV CLEANUP	876
		001-2201-522.41-00	\$295		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2201 - FIRE OPERATIONS	12/10/2024	001-2201-522.64-15	\$309,793	FIRE COMMUNICATIONS-DEBT RESOLUTION# 2024-113	1022
	01/28/2025	001-2201-522.64-15	(\$309,793)	UNDO FY25 BUDGET ESTIMATE FIRE COMMUNICATIONS	1778
		001-2201-522.64-00	(\$1,120,000)	UNDO FY25 BUDGET ESTIMATE FIRE ENGINE	1774
		001-2201-522.64-00	(\$1,199,955)	UNDO FY25 BUDGET ESTIMATE TEMP AFB FIRE ENGINE	1778
	01/31/2025	001-2201-522.64-15	\$309,793	2024 BOA LEASE BUDGET FIRE COMMUNICATIONS	1776
		001-2201-522.64-00	\$1,119,995	2024 BOA LEASE BUDGET FIRE ENGINE	1776
6	Total Budget Amendments/Transfers		Division 2201 Total	\$1,867,475	

3200 - ADMINISTRATION

3200 - ADMINISTRATION	11/12/2024	001-3200-515.46-04	\$130,560	ENC/BUDADJ	399
		001-3200-515.34-00	\$11,210		
		001-3200-515.31-16	\$4,204		
		001-3200-515.31-17	\$60,781		
	12/10/2024	001-3200-515.31-17	\$54	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-3200-515.61-00	\$241,379		
	02/27/2025	001-3200-515.31-17	\$11,300	AMENDMENT#1 FDEP GRANT RESOLUTION# 2025-008	2213
3	Total Budget Amendments/Transfers		Division 3200 Total	\$459,488	

3500 - ADMINISTRATION

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3500 - ADMINISTRATION	11/30/2024	001-3500-519.41-00	\$1,000	10) VERIZON BILL OCT-NOV CLEANUP	876
	01/03/2025	001-3500-519.56-15	\$3,000	DECEMBER CLEANUP 9) IWORQ SOFTWARE	1525
2	Total Budget Amendments/Transfers		Division 3500 Total		\$4,000
3510 - STREET MANAGEMENT					
3510 - STREET MANAGEMENT	11/12/2024	001-3510-541.63-00	\$11,363	ENC/BUDADJ	399
		001-3510-541.46-00	\$74,998		
		001-3510-541.34-00	\$6,418		
		001-3510-541.31-00	\$40,120		
	11/30/2024	001-3510-541.41-00	(\$1,000)	10) VERIZON BILL OCT-NOV CLEANUP	876
	12/10/2024	001-3510-541.63-00	\$0	RANGE ROAD PAVING	1020
	01/03/2025	001-3510-541.46-00	(\$3,000)	DECEMBER CLEANUP 9) IWORQ SOFTWARE	1525
	01/14/2025	001-3510-541.63-00	\$107,331	REPLENISH ANNUAL PAVING CLERK'S JOURNAL 1.14.25	1593
	01/28/2025	001-3510-541.64-00	(\$126,000)	UNDO FY25 BUDGET ESTIMATE PW REPLACEMENT FLATBED	1774
	01/31/2025	001-3510-541.64-00	\$132,885	2024 BOA LEASE BUDGET PW REPLACEMENT FLATBED	1776
7	Total Budget Amendments/Transfers		Division 3510 Total		\$243,115
3520 - PARKS & BEAUTIFICATION					
3520 - PARKS & BEAUTIFICATION	11/12/2024	001-3520-572.64-00	\$46,373	ENC/BUDADJ	399

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3520 - PARKS & BEAUTIFICATION	11/12/2024	001-3520-572.63-07	\$1,512,525	ENC/BUDADJ	399
	11/30/2024	001-3520-572.34-09	\$10,000	5) MOWING CONTRACTS OCT-NOV CLEANUP	876
		001-3520-572.46-00	(\$10,000)		
		001-3520-572.63-00	(\$15,000)	9) PICKLE BALL LIGHTS GEN OCT-NOV CLEANUP	876
		001-3520-572.63-07	\$15,000		
	12/10/2024	001-3520-572.46-03	\$7,209	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-3520-572.63-07	\$348,201		
	01/14/2025	001-3520-572.64-00	(\$46,373)	REPLENISH ANNUAL PAVING CLERK'S JOURNAL 1.14.25	1593
	01/28/2025	001-3520-572.64-00	(\$15,000)	UNDO FY25 BUDGET ESTIMATE PW BEATIFICATION MOWER	1774
		001-3520-572.64-00	(\$72,000)	UNDO FY25 BUDGET ESTIMATE PW REPLACEMENT GRAPPLE	1774
		001-3520-572.64-00	(\$67,000)	UNDO FY25 BUDGET ESTIMATE PW REPLACEMENT VEH#117	1774
		001-3520-572.64-00	(\$48,000)	UNDO FY25 BUDGET ESTIMATE PW REPLACEMENT VEH#136	1774
	01/30/2025	001-3520-572.31-03	\$6,540	EMERGENCY NONREIMBURSABLE RESOLUTION# 2025-005	1758
		001-3520-572.46-00	\$25,372		
		001-3520-572.34-00	\$211		
	01/31/2025	001-3520-572.64-00	\$78,737	2024 BOA LEASE BUDGET PW REPLACEMENT GRAPPLE	1776
		001-3520-572.64-00	\$57,403	2024 BOA LEASE BUDGET PW REPLACEMENT VEH#117	1776
		001-3520-572.64-00	\$64,965	2024 BOA LEASE BUDGET PW	1776

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3520 - PARKS & BEAUTIFICATION	01/31/2025			REPLACEMENT VEH#136	
	02/01/2025	001-3520-572.64-00	\$9,489	PW MOWER JANUARY CLEANUP	2165
	02/25/2025	001-3520-572.64-00	\$0	CORRECT BAF25-022-T 2/25/25 CLERK'S JOURNAL	2211
		001-3520-572.64-00	\$0	SHORE UP PW GRAPPLE 2/25/25 CLERK'S JOURNAL	2211
		001-3520-572.64-00	\$0	SHORE UP 2 PW VEHICLES 2/25/25 CLERK'S JOURNAL	2211

9	Total Budget Amendments/Transfers	Division 3520 Total		\$1,908,652	
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3540 - PUBLIC WORKS- FLEET MAINT

3540 - PUBLIC WORKS- FLEET MAINT	11/12/2024	001-3540-519.55-00	\$2,471	ENC/BUDADJ	399
		001-3540-519.64-00	\$173,227		
	12/10/2024	001-3540-519.56-15	\$15,000	CAPITAL ROLL RESOLUTION# 2024-112	1017

2	Total Budget Amendments/Transfers	Division 3540 Total		\$190,698	
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3560 - FACILITY MANAGEMENT

3560 - FACILITY MANAGEMENT	11/12/2024	001-3560-519.46-00	\$28,551	ENC/BUDADJ	399
		001-3560-519.46-02	\$8,802		
		001-3560-519.56-15	\$14,772		
		001-3560-519.64-00	\$152,754		
	11/30/2024	001-3560-519.44-00	\$8,000	9) PICKLE BALL LIGHTS GEN OCT-NOV CLEANUP	876
		001-3560-519.46-00	(\$8,000)		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3560 - FACILITY MANAGEMENT	12/10/2024	001-3560-519.64-00	\$44,161	CAPITAL ROLL RESOLUTION# 2024-112	1017
	02/01/2025	001-3560-519.46-02	(\$9,489)	PW MOWER JANUARY CLEANUP	2165
4	Total Budget Amendments/Transfers		Division 3560 Total	\$239,551	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	11/12/2024	001-3580-519.64-00	\$24,317	ENC/BUDADJ	399
	12/10/2024	001-3580-519.63-07	\$85,000	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-3580-519.64-00	\$529,141		
2	Total Budget Amendments/Transfers		Division 3580 Total	\$638,458	
15	Total Budget Amendments/Transfers		GENERAL FUND	\$7,846,832	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	11/12/2024	104-3240-554.83-23	\$53,880	ENC/BUDADJ	399
1	Total Budget Amendments/Transfers		Division 3240 Total	\$53,880	
1	Total Budget Amendments/Transfers		BREVARD COUNTY HOME	\$53,880	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	11/12/2024	105-3240-554.83-00	\$3,575	ENC/BUDADJ	399
1	Total Budget Amendments/Transfers		Division 3240 Total	\$3,575	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	Total Budget	SHIP/COCOA	\$3,575		
	Amendments/Transfers	HOUSING TRUST			
3200 - ADMINISTRATION					
3200 - ADMINISTRATION	11/12/2024	107-3200-524.34-00	\$17,616	ENC/BUDADJ	399
1	Total Budget	Division 3200 Total	\$17,616		
	Amendments/Transfers				
1	Total Budget	BUILDING PERMITS	\$17,616		
	Amendments/Transfers				
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	11/12/2024	110-3230-559.31-00	\$38,700	ENC/BUDADJ	399
		110-3230-559.63-00	\$10,224		
		110-3230-559.64-15	\$27,855		
	12/10/2024	110-3230-559.63-07	\$4,501	CAPITAL ROLL RESOLUTION# 2024-112	1017
		110-3230-559.63-00	\$800,000		
		110-3230-559.64-00	\$23,993		
		110-3230-559.61-00	\$70,372		
		110-3230-559.64-15	\$33,376		
	01/06/2025	110-3230-559.39-00	(\$89,319)	SHORE UP CCRA TIF REVENUE RESOLUTION# CCRA 2024-250	1596
	02/01/2025	110-3230-559.72-00	(\$1,834)	RECLASS DEBT SERVICE JANUARY CLEANUP	2165
		110-3230-559.71-00	(\$62,211)		
		110-3230-517.71-31	\$62,211		
		110-3230-517.72-31	\$1,834		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	02/05/2025	110-3230-559.31-01	\$5,000	LEGAL FEE TOP-UP RESOLUTION# CCRA-2025-007	1859

5	Total Budget Amendments/Transfers	Division 3230 Total		\$924,702	
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5	Total Budget Amendments/Transfers	CRA COCOA RDA		\$924,702	
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3230 - CRA ADMIN/OPERATIONS

3230 - CRA ADMIN/OPERATIONS	11/12/2024	111-3230-559.31-00	\$38,700	ENC/BUDADJ	399
		111-3230-559.83-00	\$5,700		
		111-3230-559.64-15	\$8,591		
	12/10/2024	111-3230-559.63-00	\$181,226	CAPITAL ROLL RESOLUTION# 2024-112	1017
		111-3230-559.64-15	\$2,097		
	01/27/2025	111-3230-559.83-11	\$32,500	DSCRA UPSTART GRANT RES.# DSCRA 2025-039	1728
		111-3230-559.39-00	(\$47,735)	SHOREUP DSCRA TIF REVENUE RES.# DSCRA 2025-046	1731
	02/01/2025	111-3230-559.83-11	\$0	RECLASS DEBT SERVICE JANUARY CLEANUP	2165

4	Total Budget Amendments/Transfers	Division 3230 Total		\$221,079	
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4	Total Budget Amendments/Transfers	CRA DIAMOND SQUARE 626		\$221,079	
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1203 - INFORMATION TECHNOLOGY

1203 - INFORMATION TECHNOLOGY	11/12/2024	130-1203-516.63-00	\$28,631	ENC/BUDADJ	399
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FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1203 - INFORMATION TECHNOLOGY	12/12/2024	130-1203-516.63-00	(\$6,604)	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
2	Total Budget Amendments/Transfers		Division 1203 Total		\$22,027
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	11/12/2024	130-1600-513.56-15	\$15,625	ENC/BUDADJ	399
	12/12/2024	130-1600-513.56-15	(\$12,721)	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
2	Total Budget Amendments/Transfers		Division 1600 Total		\$2,904
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	11/12/2024	130-2100-521.64-00	\$234,766	ENC/BUDADJ	399
	12/12/2024	130-2100-521.64-00	\$9,234	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
	12/23/2024	130-2100-521.64-00	\$56,341	ARPA REALLOCATION POLICE VEHICLE	1206
		130-2100-521.64-00	(\$9,234)	ARPA REALLOCATION REMAINDER - POLICE STRIPE	1206
3	Total Budget Amendments/Transfers		Division 2100 Total		\$291,107
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	12/12/2024	130-3240-554.83-92	\$0	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
1	Total Budget Amendments/Transfers		Division 3240 Total		\$0
3520 - PARKS & BEAUTIFICATION					

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3520 - PARKS & BEAUTIFICATION	12/23/2024	130-3520-572.64-00	\$46,373	ARPA REALLOCATION REPLACEMENT VEHICLE #148	1206
1	Total Budget Amendments/Transfers	Division 3520 Total		\$46,373	
3560 - FACILITY MANAGEMENT					
3560 - FACILITY MANAGEMENT	12/12/2024	130-3560-519.64-00	\$131,295	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
	12/23/2024	130-3560-519.64-00	(\$92,315)	ARPA REALLOCATION HOLDING PLACE - PO ROLL	1206
		130-3560-519.64-00	(\$1,165)	ARPA REALLOCATION REMAINDER - CITY AC UNITS	1206
2	Total Budget Amendments/Transfers	Division 3560 Total		\$37,815	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	12/12/2024	130-3580-572.63-00	\$0	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
1	Total Budget Amendments/Transfers	Division 3580 Total		\$0	
3	Total Budget Amendments/Transfers	AMERICAN RESCUE PLAN FUND		\$400,226	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	02/11/2025	142-2100-521.54-00	\$100	STATE FORFITURE FUNDS RESOLUTION# 2025-007	2164
		142-2100-521.40-00	\$2,925		
		142-2100-521.55-00	\$6,975		
1	Total Budget	Division 2100 Total		\$10,000	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
Amendments/Transfers					
1	Total Budget Amendments/Transfers	POLICE SPECIAL EDUCATION		\$10,000	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	10/14/2024	143-2100-521.52-00	\$6,825	EXPEND FEDERAL FORFEITURE RESOLUTION #: 24-096	123
1	Total Budget Amendments/Transfers	Division 2100 Total		\$6,825	
1	Total Budget Amendments/Transfers	FEDERAL FORFEITURE FUND		\$6,825	
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	01/28/2025	201-1600-517.71-16	\$46,000	BOA LEASE DEBTSERVICE PMT	1777
		201-1600-517.72-16	\$19,640		
		201-1600-517.72-17	\$22,182		
		201-1600-517.71-17	\$99,000		
		201-1600-517.71-00	(\$380,000)	UNDO FY25 INTERFUND TXFR ESTIMATED DEBT FINANCING	1775
1	Total Budget Amendments/Transfers	Division 1600 Total		(\$193,178)	
1	Total Budget Amendments/Transfers	DEBT SERVICE FUND		(\$193,178)	
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	11/12/2024	303-3570-538.63-08	\$62,043	ENC/BUDADJ	399
		303-3570-538.63-00	\$42,646		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number
3570 - STORMWATER UTILITY	11/12/2024	303-3570-538.63-73	\$1,667,960	ENC/BUDADJ		399
		303-3570-538.63-73	(\$128,164)	RETAINAGE RES. #24-103 PO# 81782	666	
		303-3570-538.63-00	(\$24,155)			
	12/10/2024	303-3570-538.63-00	\$324,686	CAPITAL ROLL RESOLUTION# 2024-112	1018	
		303-3570-538.63-08	\$8,715			
2	Total Budget Amendments/Transfers		Division 3570 Total		\$1,953,731	
2	Total Budget Amendments/Transfers		FISKE BV CMPLT STRTSCAPE		\$1,953,731	
3580 - CAPITAL PROJECTS MNGMT						
3580 - CAPITAL PROJECTS MNGMT	11/12/2024	304-3580-572.63-00	\$133,724	ENC/BUDADJ		399
	12/10/2024	304-3580-572.63-00	\$2,020	CAPITAL ROLL	RESOLUTION# 2024-112	1018
2	Total Budget Amendments/Transfers		Division 3580 Total		\$135,744	
2	Total Budget Amendments/Transfers		T DOCKS / BREAKWATER		\$135,744	
4010 - WATER ADMINISTRATION						
4010 - WATER ADMINISTRATION	10/08/2024	421-4010-536.31-00	(\$270,847)	TCR PROJECT TASK #2	RESOLUTION #: 24-097	122
	11/12/2024	421-4010-536.31-01	\$131,151	ENC/BUDADJ		399
		421-4010-536.47-00	\$15,255			
		421-4010-536.31-00	\$15,270			
	11/30/2024	421-4010-536.31-01	(\$8,551)	15) LEAD & COPPER MAILERS	OCT-NOV	876

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4010 - WATER ADMINISTRATION	11/30/2024	421-4010-536.47-00	\$8,551	CLEANUP	876
		421-4010-536.31-00	(\$13)	8) SAT PHONE SERVICES OCT-NOV CLEANUP	876
		421-4010-536.41-00	\$13		
	12/10/2024	421-4010-581.91-24	\$26,260	VORTEX MANHOLE LINING RESOLUTION# 2024-111	1019
	01/03/2025	421-4010-536.31-00	\$1,910	DECEMBER CLEANUP 4) LAB AUDIT	1525
		421-4010-536.31-01	(\$1,910)		
	02/01/2025	421-4010-536.46-00	\$1,150	LAB OVEN REPAIR JANUARY CLEANUP	2165
		421-4010-536.31-00	(\$1,150)		

6	Total Budget Amendments/Transfers	Division 4010 Total	(\$82,911)
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4011 - EMERGENCY/DISASTER SVS

4011 - EMERGENCY/DISASTER SVS	01/30/2025	421-4011-525.23-07	\$87	MILTON REIMBURSABLE RESOLUTION# 2025-005	1758
		421-4011-525.22-00	\$1,601		
		421-4011-525.24-00	\$83		
		421-4011-525.49-00	\$5,706		
		421-4011-525.23-08	\$87		
		421-4011-525.23-00	\$28		
		421-4011-525.23-04	\$2,345		
		421-4011-525.12-00	\$66,781		
		421-4011-525.23-09	\$16		
		421-4011-525.21-00	\$4,802		

1	Total Budget	Division 4011 Total	\$81,536
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FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number	
Amendments/Transfers							
4020 - DYAL PLANT							
4020 - DYAL PLANT	10/08/2024	421-4020-536.31-27	\$270,847	TCR PROJECT TASK #2	RESOLUTION #: 24-097	122	
	11/12/2024	421-4020-536.31-03	\$11,622	ENC/BUDADJ		399	
		421-4020-536.55-00	\$3,687				
		421-4020-536.52-09	\$7,388				
		421-4020-536.46-00	\$96,488				
		421-4020-536.64-15	\$24,511				
		421-4020-536.46-02	\$162,233				
		421-4020-536.56-15	\$12,207				
		421-4020-536.34-00	\$7,000				
	01/03/2025	421-4020-536.31-03	\$8,000	DECEMBER CLEANUP 2) SWALE PROJECT SJRMWD		1525	
		421-4020-536.46-00	(\$8,000)				
		421-4020-536.46-00	(\$500)	DECEMBER CLEANUP 8) REPLACE MGNT SHIRTS		1525	
		421-4020-536.52-02	\$1,200				
		421-4020-536.52-00	(\$1,200)				
		421-4020-536.42-00	\$500				
	3	Total Budget Amendments/Transfers	Division 4020 Total			\$595,983	
	4025 - WATER FIELD OPERATIONS						
4025 - WATER FIELD OPERATIONS	11/12/2024	421-4025-536.64-00	\$338,063	ENC/BUDADJ		399	
		421-4025-536.46-00	\$255,060				

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4025 - WATER FIELD OPERATIONS	12/10/2024	421-4025-536.64-00	\$66,532	CAPITAL ROLL RESOLUTION# 2024-112	1018
2	Total Budget Amendments/Transfers	Division 4025 Total		\$659,655	
4055 - ENGINEERING					
4055 - ENGINEERING	11/12/2024	421-4055-536.31-03	\$1,220,643	ENC/BUDADJ	399
		421-4055-536.63-00	\$774,587		
	11/30/2024	421-4055-536.46-00	\$165	2) ENG CANON SERVICES OCT-NOV CLEANUP	876
		421-4055-536.55-00	(\$165)		
	12/10/2024	421-4055-536.63-00	\$210,574	CAPITAL ROLL RESOLUTION# 2024-112	1018
3	Total Budget Amendments/Transfers	Division 4055 Total		\$2,205,804	
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	11/12/2024	421-4120-536.46-02	\$2,475	ENC/BUDADJ	399
		421-4120-536.34-00	\$880		
		421-4120-536.63-00	\$45,243		
		421-4120-536.46-00	\$17,429		
1	Total Budget Amendments/Transfers	Division 4120 Total		\$66,027	
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	11/12/2024	421-4125-536.46-00	\$3,636	ENC/BUDADJ	399
	12/10/2024	421-4125-536.46-00	(\$26,260)	VORTEX MANHOLE LINING RESOLUTION# 2024-111	1019

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2	Total Budget Amendments/Transfers		Division 4125 Total (\$22,624)		
7	Total Budget Amendments/Transfers		WATER/SEWER FUND \$3,503,470		
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	11/12/2024	423-3570-538.63-73	\$214,165	ENC/BUDADJ	399
		423-3570-538.52-00	\$1,659		
		423-3570-538.31-00	\$600		
		423-3570-538.63-00	\$407,522		
		423-3570-538.63-35	\$51,222		
		423-3570-538.34-00	\$2		
	01/01/2025	423-3570-538.63-73	(\$12,947)	RETAINAGE RES. #24-103 PO# 81782	666
		423-3570-538.63-00	(\$2,390)		
		423-3570-538.39-00	(\$7,790)		
	2	Total Budget Amendments/Transfers		Division 3570 Total \$659,833	
2	Total Budget Amendments/Transfers		STORMWATER UTILITY \$659,833		
4020 - DYAL PLANT					
4020 - DYAL PLANT	11/12/2024	424-4020-536.63-00	\$163,559	ENC/BUDADJ	399
	12/10/2024	424-4020-536.62-00	\$75,000	CAPITAL ROLL RESOLUTION# 2024-112	1018
		424-4020-536.63-07	\$275,000		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	12/10/2024	424-4020-536.63-00	\$1,580,747	CAPITAL ROLL RESOLUTION# 2024-112	1018
	01/03/2025	424-4020-536.64-00	\$0	DECEMBER CLEANUP 5) JOCKEY HIGH PUMPS	1525
3	Total Budget Amendments/Transfers	Division 4020 Total		\$2,094,306	
4025 - WATER FIELD OPERATIONS					
4025 - WATER FIELD OPERATIONS	01/28/2025	424-4025-536.63-63	\$1,200,000	PINEDA PHASE 2 GRANT -FED RESOLUTION# 2025-004	1759
		424-4025-536.63-64	\$135,000	PINEDA PHASE2 GRANT-STATE RESOLUTION# 2025-004	1759
1	Total Budget Amendments/Transfers	Division 4025 Total		\$1,335,000	
4055 - ENGINEERING					
4055 - ENGINEERING	11/12/2024	424-4055-536.63-08	\$13,610	ENC/BUDADJ	399
		424-4055-536.63-00	\$11,829,709		
		424-4055-536.63-73	\$467,817		
		424-4055-536.63-78	\$2,615,124		
		424-4055-536.63-00	(\$42,550)	RETAINAGE RES. #24-103 PO# 80814	666
		424-4055-536.63-00	(\$188,524)	RETAINAGE RES. #24-103 PO# 81414	666
		424-4055-536.63-78	(\$53,236)	RETAINAGE RES. #24-103 PO# 81782	666
		424-4055-536.63-00	(\$43,825)		
		424-4055-536.63-73	(\$23,146)		
		424-4055-536.63-00	(\$16,747)	RETAINAGE RES. #24-103 PO# 82211	666

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	11/12/2024	424-4055-536.63-00	(\$61,442)	RETAINAGE RES. #24-103 PO# 82212	666
	11/30/2024	424-4055-536.63-00	\$0	3) CATALINA ISLE DR WM OCT-NOV CLEANUP	876
	12/10/2024	424-4055-536.63-08	\$1,785	CAPITAL ROLL RESOLUTION# 2024-112	1018
		424-4055-536.63-00	\$15,046,287		
3	Total Budget Amendments/Transfers		Division 4055 Total		\$29,544,862
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	11/12/2024	424-4120-536.64-15	\$8,032	ENC/BUDADJ	399
		424-4120-536.63-00	\$49,446		
	12/10/2024	424-4120-536.64-15	\$771,651	CAPITAL ROLL RESOLUTION# 2024-112	1018
		424-4120-536.63-00	\$1,587,306		
	02/11/2025	424-4120-536.64-15	\$0	SELLERS WRF PLCS 2/11/25 CLERK'S JOURNAL	2163
3	Total Budget Amendments/Transfers		Division 4120 Total		\$2,416,435
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	11/12/2024	424-4125-536.63-00	\$179,709	ENC/BUDADJ	399
	12/10/2024	424-4125-536.63-00	\$26,260	VORTEX MANHOLE LINING RESOLUTION# 2024-111	1019
2	Total Budget Amendments/Transfers		Division 4125 Total		\$205,969
6	Total Budget Amendments/Transfers		RENEWAL & REPLACE FUND		\$35,596,572

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number
4020 - DYAL PLANT						
4020 - DYAL PLANT	10/08/2024	427-4020-536.31-37	\$2,031,352	TCR PROJECT TASK #2	RESOLUTION #: 24-097	122
		427-4020-536.31-35	\$677,117			
		427-4020-536.31-34	\$1,354,235			
		427-4020-536.31-36	\$180,566			
	11/12/2024	427-4020-536.31-34	\$25,555		ENC/BUDADJ	399
		427-4020-536.31-35	\$12,778			
		427-4020-536.31-36	\$3,408			
		427-4020-536.31-37	\$38,332			
2	Total Budget Amendments/Transfers		Division 4020 Total		\$4,323,343	
2	Total Budget Amendments/Transfers		TCR/SJR PROJECT		\$4,323,343	
1801 - HUMAN RESOURCES						
1801 - HUMAN RESOURCES	11/12/2024	520-1801-513.31-00	\$12,043	ENC/BUDADJ		399
1	Total Budget Amendments/Transfers		Division 1801 Total		\$12,043	
1	Total Budget Amendments/Transfers		WORKERS COMPENSATION FUND		\$12,043	
37 Transfers & Amendments Between Oct 1, 2024 and Feb 28, 2025						
FY 2025 Total Transfer & Amendments					\$55,476,293	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/28/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
<i>NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero</i> Report: Expense Budget Tracking Worksheet Run by: Zoie R. Badalov Date: 03/03/2025					

CITY COUNCIL AGENDA ITEM

Memo Date: 03/03/2025
Agenda Date: 3/18/2025
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Stockton Whitten, City Manager
Requested Action: Informational Item Only

BACKGROUND:

The following reports for the period ending February 28th, 2025 (FY25) provide information about the three major funds: the General Fund, Water/Sewer Fund, and the Storm Water Fund. This February 28th, 2025 (FY25) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report

Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object.

2. Revenue Report

Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year-to-date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or the year-to-date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received)

3. Detailed Budget Report Summary by Object

Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year-to-date totals, encumbrances, the annual budget and the unencumbered balance.

- Budget - represents either the current period or the year-to-date prorated budget
- Actual - represents actual cash expenditures either in the current period or year to date
- % Exp. - the percentage of actual expenditures vs. budget
- Encumbrance - encumbered amount
- Annual Budget - annual budget
- Unencumbered Balance - annual budget less actual year-to-date actual expenditures plus encumbrances

· % Budgeted - the percentage of year-to-date actual expenditures plus encumbrances vs. budget

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only



FY 2025 Budget by Classification Report - Summary Listing

2/28/2025

Target for February 2025 is 42%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	\$ 15,912,604	\$ -	\$ 12,044,505	\$ 3,868,099	76%
OTHER PERMITS AND FEES	\$ 5,744,539	\$ -	\$ 3,733,477	\$ 2,011,062	65%
INTERGOVERNMENTAL	\$ 3,234,050	\$ -	\$ 915,643	\$ 2,318,407	28%
CHARGES FOR SERVICES	\$ 7,888,773	\$ -	\$ 3,418,314	\$ 4,470,459	43%
FINES AND FORFEITURES	\$ 15,000	\$ -	\$ 10,551	\$ 4,449	70%
MISCELLANEOUS	\$ 1,138,284	\$ -	\$ 1,192,361	\$ (54,077)	105%
**OTHER SOURCES (NON-REVENUE)	\$ 28,291,144	\$ -	\$ 10,231,208	\$ 18,059,936	36%
REVENUE TOTALS	\$ 62,224,394	\$ -	\$ 31,546,059	\$ 30,678,335	51%
EXPENSE					
SALARIES AND BENEFITS	\$ 30,930,361	\$ 1,665	\$ 10,602,235	\$ 20,326,461	34%
OPERATING EXPENDITURES	\$ 19,512,956	\$ 4,616,087	\$ 5,863,396	\$ 9,033,474	30%
CAPITAL OUTLAY	\$ 8,698,696	\$ 2,822,235	\$ 2,501,696	\$ 3,374,765	29%
GRANTS, AIDS AND OTHER	\$ 1,823,034	\$ 52,942	\$ 1,740,089	\$ 30,004	95%
NON-OPERATING USES	\$ 1,259,347	\$ -	\$ 253,666	\$ 1,005,681	20%
EXPENSE TOTALS	\$ 62,224,394	\$ 7,492,928	\$ 20,961,081	\$ 33,770,385	46%
REVENUE TOTALS	\$ 62,224,394	\$ -	\$ 31,546,059	\$ 30,678,335	51%
EXPENSE TOTALS	\$ 62,224,394	\$ 7,492,928	\$ 20,961,081	\$ 33,770,385	46%
	\$ -	\$ (7,492,928)	\$ 10,584,978	\$ (3,092,050)	

*Unaudited

**Fund Balance is a budgeted revenue, not actual revenue.

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND		*****		CURRENT	*****		*****	YEAR-TO-DATE	*****		ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION	ESTIMATED		ACTUAL	%REV	ESTIMATED	ACTUAL	%REV		ESTIMATE	BALANCE
310		TAXES										
311		AD VALOREM										
	10 00	CURRENT TAXES	402,838		328,030.78	81	10,490,252	10,415,443.14	99		12,101,604	1,686,160.86
	20 00	DELINQUENT TAXES	250		99.40	40	1,250	343.20	28		15,000	14,656.80
	25 00	PENALTIES RE: TAXES	1,666		414.83	25	8,330	15,067.80	181		20,000	4,932.20
	30 00	TAX CERTIFICATES	16,666		.00		83,330	.00			200,000	200,000.00
311	**	AD VALOREM	421,420		328,545.01	78	10,583,162	10,430,854.14	99		12,336,604	1,905,749.86
312		SALES USE AND FUEL TAXES										
	41 00	LOCAL OPTION GAS TAX 6 CT	54,166		61,292.97	113	270,830	181,221.39	67		650,000	468,778.61
312	**	SALES USE AND FUEL TAXES	54,166		61,292.97	113	270,830	181,221.39	67		650,000	468,778.61
314		UTILITY SERVICE TAX										
	10 00	ELECTRICITY	137,500		191,524.39	139	687,500	785,741.83	114		1,650,000	864,258.17
	30 00	WATER-COCOA	33,333		39,096.06	117	166,665	204,783.63	123		400,000	195,216.37
	40 00	GAS	4,583		5,097.44	111	22,915	22,883.94	100		55,000	32,116.06
	80 00	PROPANE	2,000		2,974.94	149	10,000	11,095.81	111		24,000	12,904.19
314	**	UTILITY SERVICE TAX	177,416		238,692.83	135	887,080	1,024,505.21	116		2,129,000	1,104,494.79
315		COMMUNICATION SERVICE TAX										
	00 00	COMMUNICATION SERVICE TAX	54,166		53,242.86	98	270,830	295,495.61	109		650,000	354,504.39
315	**	COMMUNICATION SERVICE TAX	54,166		53,242.86	98	270,830	295,495.61	109		650,000	354,504.39
316		LOCAL BUSINESS TAX										
	00 00	LOCAL BUSINESS TAX	4,729		3,259.17	69	113,899	112,428.50	99		147,000	34,571.50
316	**	LOCAL BUSINESS TAX	4,729		3,259.17	69	113,899	112,428.50	99		147,000	34,571.50
310	***	TAXES	711,897		685,032.84		12,125,801	12,044,504.85			15,912,604	3,868,099.15
320		OTHER PERMITS & FEES										
322		BUILDING PERMITS										
	10 00	TRAINING SURCHARGE	0		.00		0	.00			0	.00
322	**	BUILDING PERMITS	0		.00		0	.00			0	.00
323		FRANCHISE FEES										
	10 00	ELECTRICITY	108,333		132,103.51	122	541,665	440,636.89	81		1,300,000	859,363.11
	40 00	GAS	7,083		8,342.95	118	35,415	35,061.42	99		85,000	49,938.58
	70 00	SOLID WASTE	25,000		27,558.85	110	125,000	137,424.75	110		300,000	162,575.25
323	**	FRANCHISE FEES	140,416		168,005.31	120	702,080	613,123.06	87		1,685,000	1,071,876.94
324		IMPACT FEES										
	32 00	TRANSP IMPACT FEE-COMMRCL	0		.00		0	.00			0	.00
324	**	IMPACT FEES	0		.00		0	.00			0	.00

CITY OF COCOA, FLORIDA
REVENUE REPORT
42% OF YEAR LAPSED

ACCOUNTING PERIOD 05/2025

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND		*****		CURRENT	*****		*****	YEAR-TO-DATE	*****		ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED		ACTUAL	%REV		ESTIMATE	BALANCE
325		SPECIAL ASSESSMENT										
	22 01	FIRE ASSESSMENT	76,833	159,859.06	208	2,948,709		3,031,734.10	103		3,486,539	454,804.90
	22 02	F ASSMNT DELINQ TAXES	250	77.84	31	1,250		316.41	25		3,000	2,683.59
	22 03	F ASSMNT PENALTIES	416	25.62	6	2,080		97.18	5		5,000	4,902.82
	22 04	F ASSMNT TAX CERTS	11,666	.00		58,330		.00			140,000	140,000.00
	22 *	FIRE PROTECTION	89,165	159,962.52	179	3,010,369		3,032,147.69	101		3,634,539	602,391.31
325	**	SPECIAL ASSESSMENT	89,165	159,962.52	179	3,010,369		3,032,147.69	101		3,634,539	602,391.31
329		OTHER PERMITS & FEES										
	10 00	INSPECTION FEES	0	.00		0		.00			0	.00
	10 01	FIRE INSPECTION FEES	9,583	.00		47,915		.00			115,000	115,000.00
	10 02	FIRE INSPEC FEE-PDCS CHGS	0	.00		0		.00			0	.00
	10 *	INSPECTION FEES	9,583	.00		47,915		.00			115,000	115,000.00
	25 00	PLANNING AND ZONING	25,833	9,782.60	38	129,165		39,651.24	31		310,000	270,348.76
	25 01	PLANNING CONS FEES	0	14,865.00		0		48,555.00			0	48,555.00-
	25 *	PLANNING AND ZONING	25,833	24,647.60	95	129,165		88,206.24	68		310,000	221,793.76
329	**	OTHER PERMITS & FEES	35,416	24,647.60	70	177,080		88,206.24	50		425,000	336,793.76
320	***	OTHER PERMITS & FEES	264,997	352,615.43		3,889,529		3,733,476.99			5,744,539	2,011,062.01
330		INTERGOVERNMENTAL REVENUE										
331		FEDERAL GRANTS										
	20 19	JAG 2020-DJ-BX-0410	0	.00		0		.00			0	.00
	20 22	JAG 21-GG-01363	0	.00		0		.00			0	.00
	20 23	BULLET PROOF VEST 2021	0	.00		0		.00			0	.00
	20 24	VOCA-2022-COCOA PD-00181	0	.00		0		.00			0	.00
	20 25	JAG 2022-22-GG-02810	0	.00		0		.00			0	.00
	20 26	BULLET PROOF VEST 2022	0	.00		0		.00			0	.00
	20 27	VOCA-2023-COCOA PD-00042	0	.00		0		.00			0	.00
	20 28	JAG 2023-23-GG-03233	0	.00		0		.00			0	.00
	20 29	BULLET PROOF VEST 2023	38	1,255.00	3303	152		627.50-	413		416	1,043.50
	20 30	VOCA-2024-COCOA PD-00273	9,366	.00		46,830		14,423.65	31		112,393	97,969.35
	20 31	BULLET PROOF VEST 2024	1,206	.00		4,824		.00			13,263	13,263.00
	20 32	JAG 2024-24-GG-04542	1,739	.00		3,478		.00			15,653	15,653.00
	20 *	PUBLIC SAFETY	12,349	1,255.00	10	55,284		13,796.15	25		141,725	127,928.85
	39 12	USDA/FOREST SVC 26866	0	.00		0		.00			0	.00
	50 01	FEDERAL DISASTER REIMB	0	.00		0		.00			0	.00
	70 02	AFRICAN AM MUSE-GR2111	0	.00		0		.00			0	.00
331	**	FEDERAL GRANTS	12,349	1,255.00	10	55,284		13,796.15	25		141,725	127,928.85

CITY OF COCOA, FLORIDA
REVENUE REPORT
42% OF YEAR LAPSED

ACCOUNTING PERIOD 05/2025

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND		*****		CURRENT	*****		*****	YEAR-TO-DATE	*****		ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE		ESTIMATE	BALANCE
333	90 00	PAYMENT IN LIEU OF TAXES HOUSING AUTHORITY	0	.00		0	.00		0		0	.00
333	**	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		0		0	.00
334	10 15	STATE GRANT FL CYBERSECURITY	0	.00		0	.00		0		0	.00
	50 01	STATE DISASTER REIMB	0	500.00		0	500.00		0		0	500.00-
	50 55	RESILIENT FL-FDEP 24PLN48	6,944	.00		23,532	.00		72,135		72,135	72,135.00
	50 *	ECONOMIC ENVIRONMENT	6,944	500.00	7	23,532	500.00	2	72,135		72,135	71,635.00
	70 11	HTMOORE RESTOR-GR23HM	12,251	.00		49,004	.00		134,764		134,764	134,764.00
334	**	STATE GRANT	19,195	500.00	3	72,536	500.00	1	206,899		206,899	206,399.00
335	12 00	STATE SHARED REVENUES STATE REVENUE SHARING	66,416	59,434.63	90	332,080	308,315.15	93	797,000		797,000	488,684.85
	12 20	8TH CNT MUNICIPAL GAS TAX	13,333	13,046.63	98	66,665	67,678.95	102	160,000		160,000	92,321.05
	12 *	STATE REVENUE SHARING	79,749	72,481.26	91	398,745	375,994.10	94	957,000		957,000	581,005.90
	14 00	MOBILE HOME LICENSES	2,083	1,660.24	80	10,415	16,411.37	158	25,000		25,000	8,588.63
	15 00	ALCOHOLIC BEVERAGE	2,083	513.91	25	10,415	513.91	5	25,000		25,000	24,486.09
	18 00	LOCAL GOVERNMENT 1/2 CENT	116,666	129,135.96	111	583,330	467,362.50	80	1,400,000		1,400,000	932,637.50
	21 00	FIREFIGHTER SUPPLEMENTAL	1,333	.00		6,665	3,990.00	60	16,000		16,000	12,010.00
	29 21	POL PEN STATE CONTR	0	.00		0	.00		245,613		245,613	245,613.00
	29 22	FIRE PEN STATE CONTR	0	.00		0	.00		196,813		196,813	196,813.00
	29 *	OTHER PUBLIC SAFETY	0	.00		0	.00		442,426		442,426	442,426.00
	41 00	FUEL TAX REFUNDS	1,666	18,802.44	1129	8,330	37,074.94	445	20,000		20,000	17,074.94-
335	**	STATE SHARED REVENUES	203,580	222,593.81	109	1,017,900	901,346.82	89	2,885,426		2,885,426	1,984,079.18
337	30 21	GRANTS FROM LOCAL UNITS FIND BV-C0-23-159 WTRF P1	0	.00		0	.00		0		0	.00
	60 00	HUMAN SERVICES	0	.00		0	.00		0		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0		0	.00
338	10 06	SHARED REVENUE LOCAL UNIT SR524 Widening	0	.00		0	.00		0		0	.00
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0		0	.00
330	***	INTERGOVERNMENTAL REVENUE	235,124	224,348.81		1,145,720	915,642.97		3,234,050		3,234,050	2,318,407.03
340		CHARGES FOR SERVICES										
341		GENERAL GOVERNMENT										

CITY OF COCOA, FLORIDA
REVENUE REPORT
42% OF YEAR LAPSED

ACCOUNTING PERIOD 05/2025

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
30 00	ADMINISTRATIVE FEES	0	.00		0	1,180.00		0	1,180.00-
31 00	ADMIN FEES STORMWATER	0	.00		0	.00		0	.00
40 00	CERTIFY/COPY/SEARCH	7,750	8,360.43	108	38,750	32,535.98	84	93,000	60,464.02
90 12	PASSPORT EXECUTION FEES	250	210.00	84	1,250	840.00	67	3,000	2,160.00
341	** GENERAL GOVERNMENT	8,000	8,570.43	107	40,000	34,555.98	86	96,000	61,444.02
342	PUBLIC SAFETY								
10 00	SVC CHG - LAW ENF SERVICE	10,000	14,407.50	144	50,000	65,567.50	131	120,000	54,432.50
10 02	SCHOOL RES OFFICER	24,000	72,000.00	300	120,000	144,000.00	120	288,000	144,000.00
10 *	SVC CHG - LAW ENF SERVICE	34,000	86,407.50	254	170,000	209,567.50	123	408,000	198,432.50
20 00	SVC CHG - FIRE PROTECTION	2,500	3,100.00	124	12,500	12,527.50	100	30,000	17,472.50
90 00	OTHER PUBLIC SAFETY	83	.00		415	.00		1,000	1,000.00
90 01	FALSE ALARM FEES	625	.00		3,125	2,520.00	81	7,500	4,980.00
90 *	OTHER PUBLIC SAFETY	708	.00		3,540	2,520.00	71	8,500	5,980.00
342	** PUBLIC SAFETY	37,208	89,507.50	241	186,040	224,615.00	121	446,500	221,885.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	52,349	56,502.71	108	261,745	279,711.57	107	628,194	348,482.43
37 11	ROCKLEDGE	29,083	31,065.61	107	145,415	154,195.94	106	348,996	194,800.06
37 12	SUN LAKE	378	385.03	102	1,890	1,945.72	103	4,536	2,590.28
37 13	CLNY PK-M.I.UTIL CO.	191	222.40	116	955	1,055.96	111	2,303	1,247.04
37 16	COCOA BEACH	10,935	11,439.94	105	54,675	56,920.76	104	131,223	74,302.24
37 17	CAPE CANAVERAL	9,306	11,064.19	119	46,530	54,877.29	118	111,678	56,800.71
37 18	TITUSVILLE	418	411.75	99	2,090	2,085.75	100	5,025	2,939.25
37 *	WATER BILLING SERVICES	102,660	111,091.63	108	513,300	550,792.99	107	1,231,955	681,162.01
39 01	SERVICE CHARGES	75,000	70,397.30	94	375,000	387,471.56	103	900,000	512,528.44
39 03	ADMIN CHARGES	41,666	39,015.00	94	208,330	199,800.00	96	500,000	300,200.00
39 04	PENALTIES	60,000	52,568.17	88	300,000	331,895.31	111	720,000	388,104.69
39 05	NSF CHECKS	2,500	4,642.60	186	12,500	27,755.99	222	30,000	2,244.01
39 13	HIGH CONSUMP CHGS	833	2,355.00	283	4,165	10,395.00	250	10,000	395.00-
39 *	WATER OTHER INCOME	179,999	168,978.07	94	899,995	957,317.86	106	2,160,000	1,202,682.14
41 10	SOLID WASTE	236,695	244,381.21	103	1,183,475	1,189,328.71	101	2,840,345	1,651,016.29
41 20	RECYCLING REVENUE	33,735	35,455.10	105	168,675	177,021.40	105	404,831	227,809.60
41 30	GREEN WASTE	38,327	43,746.18	114	191,635	218,405.20	114	459,933	241,527.80
41 *	GARBAGE COLLECTION	308,757	323,582.49	105	1,543,785	1,584,755.31	103	3,705,109	2,120,353.69
45 10	BILLING FEE - WASTE MGMT	0	.00		0	.00		0	.00
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA
REVENUE REPORT
42% OF YEAR LAPSED

ACCOUNTING PERIOD 05/2025

CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND		*****		CURRENT	*****		*****	YEAR-TO-DATE		*****	ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED		ACTUAL	%REV		ESTIMATED	ACTUAL		%REV	ESTIMATE	BALANCE
90	01	FDOT MEDIAN MAINT		0		.00			30,100	31,265.00		104	60,200	28,935.00
90	03	FDOT MNT SIGNAL/HWY LIGHT		0		.00			0	.00			130,409	130,409.00
90	*	OTHER PHYSICAL ENVIRON		0		.00			30,100	31,265.00		104	190,609	159,344.00
343	**	PHYSICAL ENVIRONMENT		591,416		603,652.19	102		2,987,180	3,124,131.16		105	7,287,673	4,163,541.84
347		CULTURE/RECREATION												
20	10	GAZEBO-PAVILLION RENTAL		41		.00			205	140.00		68	500	360.00
20	11	SERVICE FEES		0		970.00			0	3,803.25			0	3,803.25-
20	*	PARKS & RECREATION		41		970.00	2366		205	3,943.25		1924	500	3,443.25-
39	10	PORCHER HOUSE - REVENUES		666		2,587.86	389		3,330	8,200.00		246	8,000	200.00-
39	11	TENANT MAINTENANCE FEES		100		103.49	104		500	515.47		103	1,200	684.53
39	20	COCOA CIVIC CENTER		833		1,678.49	202		4,165	10,866.99		261	10,000	866.99-
39	30	RIVERFRONT PARK		666		398.00	60		3,330	2,841.00		85	8,000	5,159.00
39	*	OTHER CULTURAL SERVICES		2,265		4,767.84	211		11,325	22,423.46		198	27,200	4,776.54
40	05	SPECIAL EVENT PERMITS		2,083		250.00	12		10,415	5,450.00		52	25,000	19,550.00
50	10	EVENT FEES		325		.00			1,625	1,350.00		83	3,900	2,550.00
50	30	ADVERTISING/SPONSORSHIPS		41		.00			205	500.00		244	500	.00
50	50	MISC FURNISHINGS		125		.00			625	1,344.75		215	1,500	155.25
50	*	SPECIAL REC FACILITIES		491		.00			2,455	3,194.75		130	5,900	2,705.25
347	**	CULTURE/RECREATION		4,880		5,987.84	123		24,400	35,011.46		144	58,600	23,588.54
340	***	CHARGES FOR SERVICES		641,504		707,717.96			3,237,620	3,418,313.60			7,888,773	4,470,459.40
350		FINES AND FORFEITURES												
351		JUDGMENTS AND FINES												
90	00	OTHER		1,250		1,588.45	127		6,250	10,551.43		169	15,000	4,448.57
351	**	JUDGMENTS AND FINES		1,250		1,588.45	127		6,250	10,551.43		169	15,000	4,448.57
350	***	FINES AND FORFEITURES		1,250		1,588.45			6,250	10,551.43			15,000	4,448.57
360		MISCELLANEOUS REVENUES												
361		INTEREST & OTHER EARNINGS												
10	00	INTEREST		12,500		235.90	2		62,500	22,779.30		36	150,000	127,220.70
10	02	INVESTMENT INTEREST		41,666		.00			208,330	596,237.67		286	500,000	96,237.67-
10	10	FLORIDA PRIME INTEREST		20,833		.00			104,165	257,237.91		247	250,000	7,237.91-
10	11	INTEREST/CBOS		0		.00			0	.00			0	.00
10	*	INTEREST		74,999		235.90			374,995	876,254.88		234	900,000	23,745.12

CITY OF COCOA, FLORIDA
REVENUE REPORT
42% OF YEAR LAPSED

ACCOUNTING PERIOD 05/2025

CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND								
ACCOUNT		ACCOUNT DESCRIPTION	***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
30	00	NET INC/DEC FMV INVESTMNT	0	.00		0	75,218.61-		0	75,218.61
35	01	AMERICAN TOWER	53	.00		265	.00		645	645.00
35	02	ATT CELL TWR 14386094	1,303	.00		6,515	.00		15,644	15,644.00
35	03	ATT CELL TOWER 382218	38	38.93	102	190	38.93	21	463	424.07
35	04	LAMAR BILLBOARD	29	.00		145	.00		357	357.00
35	05	SPRINT CELL TOWER	497	.00		2,485	.00		5,964	5,964.00
35	06	LEASE - TMOBILE A2C0020A	14	.00		70	.00		177	177.00
35	07	LEASE - TMOBILE A2C0555A	11	.00		55	.00		134	134.00
35	*	MISCELLANEOUS INTEREST	1,945	38.93	2	9,725	38.93		23,384	23,345.07
40	00	GAIN/(LOSS) SALE INVEST	0	.00		0	8,016.61-		0	8,016.61
40	02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	8,016.61-		0	8,016.61
361	**	INTEREST & OTHER EARNINGS	76,944	274.83		384,720	793,058.59	206	923,384	130,325.41
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	108	2,520.83	2334	540	126,175.69	3366	1,300	124,875.69-
39	01	AMERICAN TOWER	0	.00		0	.00		0	.00
39	02	ATT CELL TWR 14386094	0	.00		0	.00		0	.00
39	03	ATT CELL TOWER 382218	0	.00		0	.00		0	.00
39	04	LAMAR BILLBOARD	0	.00		0	.00		0	.00
39	05	SPRINT CELL TOWER	0	.00		0	.00		0	.00
39	06	TMOBILE CELL TWR A2C0020A	0	.00		0	.00		0	.00
39	07	TMOBILE CELL TWR A2C0555A	0	.00		0	.00		0	.00
39	10	PORCHER HOUSE-TENANTS	583	1,409.76	242	2,915	7,009.20	241	7,000	9.20-
39	20	CIVIC CENTER-TENANTS	658	660.00	100	3,290	3,300.00	100	7,900	4,600.00
39	*	RENTALS AND LEASES	1,241	2,069.76	167	6,205	10,309.20	166	14,900	4,590.80
362	**	RENT AND ROYALTIES	1,349	4,590.59	340	6,745	136,484.89	2024	16,200	120,284.89-
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	50,019.55		0	50,019.55		0	50,019.55-
10	00	GAIN/(LOSS)SALE OF F/A	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	0	50,019.55		0	50,019.55		0	50,019.55-
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	0	.00		0	630.63		0	630.63-
365	**	SALE SURPLUS MTRLS &SCRAP	0	.00		0	630.63		0	630.63-
366		CONTRIBUTIONS & DONATIONS								
00	00	CONTRIBUTIONS & DONATIONS	0	.00		0	553.00		0	553.00-

CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND								
ACCOUNT		ACCOUNT DESCRIPTION	***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
10	10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10	14	REPLACEMENT TREES	0	.00		0	.00		0	.00
10	*	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS	0	.00		0	553.00		0	553.00-
368	00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
368	**	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	0	31,480.97		0	55,691.64		0	55,691.64-
90	02	POLICE SECURITY SERVICES	0	.00		0	.00		0	.00
90	03	CODE ENF ABATE/DEMO REV	12,583	350.00	3	62,915	125,956.58	200	151,000	25,043.42
90	04	MISC. POLICE REVENUES	516	18.00	4	1,580	263.81	17	5,200	4,936.19
90	05	INVESTIGATIVE COSTS REIM	3,333	1,741.03	52	16,665	11,056.63	66	40,000	28,943.37
90	09	PROPERTY REGISTRATION	166	.00		830	1,600.00	193	2,000	400.00
90	12	LEISURE SVCS -CANCEL FEES	41	.00		205	210.00	102	500	290.00
90	*	OTHER MISC REVENUES	16,639	33,590.00	202	82,195	194,778.66	237	198,700	3,921.34
96	00	INSURANCE REFUND/PROCEEDS	0	2,118.87		0	16,835.48		0	16,835.48-
369	**	OTHER MISC REVENUES	16,639	35,708.87	215	82,195	211,614.14	258	198,700	12,914.14-
360	***	MISCELLANEOUS REVENUES	94,932	90,593.84		473,660	1,192,360.80		1,138,284	54,076.80-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	03	TRF FROM CDBG (103)	0	.00		0	.00		0	.00
91	10	TRF FROM COCOA CRA (110)	18,493	18,500.00	100	92,538	92,500.00	100	222,000	129,500.00
91	11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91	14	TRF FROM ARPA (130)	0	.00		0	13,689.53		0	13,689.53-
91	20	TRF FROM DBT SVC (201)	0	.00		0	.00		0	.00
91	21	TRF FROM W/S FUND (421)	0	.00		0	.00		0	.00
91	23	TRF FROM STORMWATER (423)	0	.00		0	.00		0	.00
91	25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91	26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91	30	TRF FROM CAP PROJ (301)	0	.00		0	.00		0	.00
91	31	TRF FROM FISKE BV (303)	0	.00		0	.00		0	.00
91	41	TRF FROM CONFISC (141)	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	18,493	18,500.00	100	92,538	106,189.53	115	222,000	115,810.47
94	21	TRANS FR 421 OH ALLOC	697,361	697,361.67	100	3,486,805	3,486,808.35	100	8,368,340	4,881,531.65
94	23	TRANS FR 423 OH ALLOC	27,344	27,344.00	100	136,720	136,720.00	100	328,128	191,408.00
94	*	INTERFUND TRANSFER	724,705	724,705.67	100	3,623,525	3,623,528.35	100	8,696,468	5,072,939.65
381	**	INTERFUND TRANSFER	743,198	743,205.67	100	3,716,063	3,729,717.88	100	8,918,468	5,182,750.412

CITY OF COCOA, FLORIDA
REVENUE REPORT
42% OF YEAR LAPSED

ACCOUNTING PERIOD 05/2025

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND										
ACCOUNT		ACCOUNT DESCRIPTION	***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
382		CONTRIBUTIONS ENTERPRISE								
40 00		CONTRIBUTIONS (ROI)	654,056	654,056.92	100	3,270,280	3,270,284.60	100	7,848,683	4,578,398.40
40 01		6% PILOFF	147,241	147,241.17	100	736,205	736,205.85	100	1,766,894	1,030,688.15
40 *		CONTRIBUTIONS (ROI)	801,297	801,298.09	100	4,006,485	4,006,490.45	100	9,615,577	5,609,086.55
382	**	CONTRIBUTIONS ENTERPRISE	801,297	801,298.09	100	4,006,485	4,006,490.45	100	9,615,577	5,609,086.55
383	10 33	INSTLMT PURCH/CAP LEASE POSTAGE MACHINE	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	00 00	DEBT PROCEEDS DEBT PROCEEDS	214,038	.00		996,727	2,495,000.00	250	2,495,000	.00
384	**	DEBT PROCEEDS	214,038	.00		996,727	2,495,000.00	250	2,495,000	.00
389		NON OPERATING SOURCES								
90 00		NON OPERATING SOURCES	24,168-	.00		169,984	.00		800	800.00
99 10		CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11		RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50		FUND BAL-APPROP. RESERVES	694,083	.00		2,402,712	.00		7,261,299	7,261,299.00
99 *		BALANCE FORWARD	694,083	.00		2,402,712	.00		7,261,299	7,261,299.00
389	**	NON OPERATING SOURCES	669,915	.00		2,572,696	.00		7,262,099	7,262,099.00
380	***	OTHER SOURCES(NON-REV)	2,428,448	1,544,503.76		11,291,971	10,231,208.33		28,291,144	18,059,935.67
FUND TOTAL GENERAL FUND			4,378,152	3,606,401.09		32,170,551	31,546,058.97		62,224,394	30,678,335.03
GRAND TOTAL			4,378,152	3,606,401.09		32,170,551	31,546,058.97		62,224,394	30,678,335.03

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
11-00	EXECUTIVE SALARIES	92142	74686.48	81	460710	371132.48	81	.00	1105763	734630.52	34
11 **	EXECUTIVE SALARIES	92142	74686.48	81	460710	371132.48	81	.00	1105763	734630.52	34
12-00	REGULAR SALARIES & WAGES	1286112	1010389.57	79	6394078	5119068.24	80	.00	15396974	10277905.76	33
12-06	SALARIES/CONTRACTUAL	9583	9100.00	95	47915	63515.46	133	.00	115000	51484.54	55
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	10535	17232.00	164	44391	71841.63	162	.00	118165	46323.37	61
12 **	REGULAR SALARIES & WAGES	1306230	1036721.57	79	6486384	5254425.33	81	.00	15630139	10375713.67	34
13-00	OTHER SALARIES & WAGES	101883	91569.50	90	484416	471448.73	97	.00	1197652	726203.27	39
13 **	OTHER SALARIES & WAGES	101883	91569.50	90	484416	471448.73	97	.00	1197652	726203.27	39
14-00	OVERTIME	60056	64552.14	108	294952	343697.19	117	.00	715456	371758.81	48
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	60056	64552.14	108	294952	343697.19	117	.00	715456	371758.81	48
15-00	SPECIAL PAY	27068	34663.64	128	135340	179944.32	133	.00	324843	144898.68	55
15 **	SPECIAL PAY	27068	34663.64	128	135340	179944.32	133	.00	324843	144898.68	55
20-00	CLOTHING/SHOE ALLOWANCE	2453	.00	0	12265	9176.96	75	.00	29455	20278.04	31
20 **	CLOTHING/SHOE ALLOWANCE	2453	.00	0	12265	9176.96	75	.00	29455	20278.04	31
21-00	FICA TAXES	112884	98131.54	87	559920	500522.22	89	.00	1350247	849724.78	37
21 **	FICA TAXES	112884	98131.54	87	559920	500522.22	89	.00	1350247	849724.78	37
22-00	RETIREMENT CONTRIBUTIONS	123918	102673.47	83	619065	520209.44	84	.00	1486611	966401.56	35
22-01	FIRE PENSION	235216	219915.93	94	1173905	1162023.22	99	.00	2820431	1658407.78	41
22-02	STATE CONTRIBUTIONS	36868	.00	0	184340	.00	0	.00	442426	442426.00	0
22-03	NON-FRS RETIREMENT PLAN	3178	2911.10	92	15869	14865.83	94	.00	38130	23264.17	39
22 **	RETIREMENT CONTRIBUTIONS	399180	325500.50	82	1993179	1697098.49	85	.00	4787598	3090499.51	35
23-00	INSURANCES	4309	3307.74	77	21518	14668.74	68	.00	51780	37111.26	28

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
23-02	MEDICARE PART B	38256	28544.80	75	191280	190680.72	100	1665.00	459072	266726.28	42
23-04	MEDICAL	306365	258841.11	85	1537873	1147798.35	75	.00	3682569	2534770.65	31
23-05	HEALTH GF RETIREES 50%	4969	5362.94	108	24845	24864.54	100	.00	59630	34765.46	42
23-06	HEALTH GF RETIREES 100%	20872	17551.44	84	104360	85945.58	82	.00	250467	164521.42	34
23-07	DENTAL INSURANCE	13731	12210.07	89	68583	55100.87	80	.00	164850	109749.13	33
23-08	VISION INSURANCE	2440	2200.06	90	12188	9940.95	82	.00	29427	19486.05	34
23-09	LONG TERM DISABILITY	4173	3567.93	86	20838	15797.56	76	.00	50182	34384.44	32
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	395115	331586.09	84	1981485	1544797.31	78	1665.00	4747977	3201514.69	33
24-00	WORKER'S COMPENSATION	65438	29114.62	45	327079	148644.88	45	.00	785310	636665.12	19
24 **	WORKER'S COMPENSATION	65438	29114.62	45	327079	148644.88	45	.00	785310	636665.12	19
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	4165	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	4165	.00	0	.00	10000	10000.00	0
27-00	BENEFIT OFFSET	20493	18265.16	89	102465	81347.11	79	.00	245921	164573.89	33
27 **	BENEFIT OFFSET	20493	18265.16	89	102465	81347.11	79	.00	245921	164573.89	33
28-00	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	74141	36531.98	49	261740	149864.98	57	272566.81	780763	358331.21	54
31-01	LEGAL EXPENSES	42876	29336.51	68	214380	121755.28	57	386045.12	514518	6717.60	99
31-02	MEDICAL SERVICES	4991	1080.85	22	24955	3820.60	15	51184.40	59895	4890.00	92
31-03	ENGINEERING SERVICES	727	.00	0	1454	.00	0	6540.00	6540	.00	100
31-05	EMS 1ST RESPONDER	1724	.00	0	8620	19915.89	231	.00	20690	774.11	96
31-11	USDA MANAGE FOREST GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-15	AFRICAN AM MUSE-GR2111	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
31-16 HTMOORE RESTOR-GR23HM		382	.00	0	1528	3403.50	223	.00	4204	800.50	81
31-17 RESILIENT FL-FDEP 24PLN48		6944	20369.08	293	23532	47851.10	203	12929.72	72135	11354.18	84
31-33 EMPLOYEE HEALTH CENTER		34768	12403.80	36	173840	129457.63	75	287763.37	417221	.00	100
31 ** PROFESSIONAL SERVICES		166553	99722.22	60	710049	476068.98	67	1017029.42	1875966	382867.60	80
32-00 ACCOUNTING & AUDITING		11860	.00	0	53773	.00	0	.00	136800	136800.00	0
32 ** ACCOUNTING & AUDITING		11860	.00	0	53773	.00	0	.00	136800	136800.00	0
34-00 CONTRACT SERVICES		150486	139175.17	93	739468	569001.95	77	859260.04	1792984	364722.01	80
34-03 CUSTOMER SERVICE CONTRACT		285320	288468.13	101	1426600	1126675.21	79	.00	3423844	2297168.79	33
34-07 JANITORIAL CONTRACT SVS		0	.00	0	0	.00	0	.00	0	.00	0
34-09 MOWING CONTRACTS		36909	40529.30	110	183636	147003.25	80	274155.29	442000	20841.46	95
34-23 JAG 2022-22-GG-02810		0	.00	0	0	.00	0	.00	0	.00	0
34 ** CONTRACT SERVICES		472715	468172.60	99	2349704	1842680.41	78	1133415.33	5658828	2682732.26	53
39-00 CONTINGENCY		28154	.00	0	140770	.00	0	.00	337848	337848.00	0
39-01 CONTINGENCY - FY21		47574	.00	0	142722	.00	0	.00	475735	475735.00	0
39-02 CONTINGENCY - FY22		96406	.00	0	289218	.00	0	.00	964057	964057.00	0
39-15 WAGE AND SALARY		0	.00	0	0	.00	0	.00	0	.00	0
39-20 FUEL, OIL & LUBRICANTS		0	.00	0	0	.00	0	.00	0	.00	0
39 ** CONTINGENCY		172134	.00	0	572710	.00	0	.00	1777640	1777640.00	0
40-00 TRAVEL & PER DIEM		6974	3654.59	52	36437	7745.65	21	35.00	85313	77532.35	9
40-01 CAR ALLOWANCE		0	.00	0	0	.00	0	.00	0	.00	0
40-22 JAG-21-GG-01363		0	.00	0	0	.00	0	.00	0	.00	0
40-23 VOCA-2023-COCOA PD-00042		0	.00	0	0	.00	0	.00	0	.00	0
40 ** TRAVEL & PER DIEM		6974	3654.59	52	36437	7745.65	21	35.00	85313	77532.35	9
41-00 COMMUNICATION		26140	14835.53	57	128527	73461.92	57	232778.73	311536	5295.35	98
41-35 VOCA-2022-COCOA PD-00181		0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
41 **	COMMUNICATION	26140	14835.53	57	128527	73461.92	57	232778.73	311536	5295.35	98
42-00	POSTAGE & FREIGHT	47998	41890.82	87	239990	181495.41	76	350245.38	576095	44354.21	92
42 **	POSTAGE & FREIGHT	47998	41890.82	87	239990	181495.41	76	350245.38	576095	44354.21	92
43-00	ELECTRIC/WATER/SEWER	80971	118788.17	147	404855	259380.38	64	591518.35	971681	120782.27	88
43 **	ELECTRIC/WATER/SEWER	80971	118788.17	147	404855	259380.38	64	591518.35	971681	120782.27	88
44-00	RENTALS AND LEASES	5341	2833.20	53	25978	21646.50	83	34901.50	63398	6850.00	89
44 **	RENTALS AND LEASES	5341	2833.20	53	25978	21646.50	83	34901.50	63398	6850.00	89
45-00	INSURANCE	74255	76.00	0	371275	455490.16	123	.00	891070	435579.84	51
45 **	INSURANCE	74255	76.00	0	371275	455490.16	123	.00	891070	435579.84	51
46-00	REPAIRS & MAINTENANCE	116165	35263.26	30	563718	377554.47	67	254751.17	1376910	744604.36	46
46-02	REPAIR/MAINT BUILDING	60321	43318.24	72	300959	161744.57	54	96734.78	723217	464737.65	36
46-03	REPAIR/MAINT-VEHICLES	39556	51434.39	130	197582	120009.71	61	.00	474542	354532.29	25
46-04	HTMOORE RESTOR-GR23HM	11869	.00	0	47476	114259.63	241	.00	130560	16300.37	88
46-05	HYDRANT FEES	22515	22163.66	98	112575	110818.30	98	.00	270189	159370.70	41
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	250426	152179.55	61	1222310	884386.68	72	351485.95	2975418	1739545.37	42
47-00	PRINTING & BINDING	15032	9780.49	65	75192	50709.09	67	101174.75	180479	28595.16	84
47 **	PRINTING & BINDING	15032	9780.49	65	75192	50709.09	67	101174.75	180479	28595.16	84
48-00	PROMOTIONAL ACTIVITIES	6110	1624.50	27	30520	16392.64	54	.00	73315	56922.36	22
48-01	JAG 24-GG-04542	184	.00	0	368	.00	0	.00	1653	1653.00	0
48-11	BUSINESS ASSIST. PROGRAM	41	68.94	168	205	105.42	51	.00	500	394.58	21
48 **	PROMOTIONAL ACTIVITIES	6335	1693.44	27	31093	16498.06	53	.00	75468	58969.94	22
49-00	OTHER CHARGES & OBLIG.	28041	7213.78	26	128565	85917.58	67	166777.55	324964	72268.87	78
49-02	ADVERTISING	116	43.89	38	580	99.89	17	.00	1400	1300.11	7
49-06	BROWNFIELD PROG CITY COST	416	.00	0	2080	.00	0	.00	5000	5000.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
49-07	BAD DEBT EXPENSE	0	1097.76	- 0	0	12234.83	- 0	.00	0	12234.83	0
49-08	CASH OVER/SHORT	0	.00	0	0	.21	- 0	.00	0	.21	0
49-21	PD INVESTIGATIVE FUNDS	2083	.00	0	10415	930.00	9	.00	25000	24070.00	4
49-23	COM CRIME PREV (SPOT)	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	30656	6159.91	20	141640	74712.43	53	166777.55	356364	114874.02	68
51-00	OFFICE SUPPLIES	4201	1544.09	37	21481	7567.83	35	.00	51018	43450.17	15
51-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	4201	1544.09	37	21481	7567.83	35	.00	51018	43450.17	15
52-00	OPERATING SUPPLIES	110702	177000.74	160	554138	724320.04	131	203440.31	1329171	401410.65	70
52-02	UNIFORMS	10051	6793.51	68	47577	18070.53	38	36190.73	117975	63713.74	46
52-05	EMS 1st RESP-CONSUM SUPP	6874	6196.95	90	33935	23104.37	68	17280.87	82054	41668.76	49
52-07	JANITORIAL SUPPLIES	4483	3194.34	71	22415	13877.55	62	.00	53830	39952.45	26
52-10	HEATING FUEL	474	451.82	95	2370	1883.30	80	3804.38	5688	.32	100
52-22	BULLET PROOF V 2020	0	.00	0	0	.00	0	.00	0	.00	0
52-23	BULLET PROOF VEST 2021	0	.00	0	0	.00	0	.00	0	.00	0
52-26	BULLET PROOF VEST 2022	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL, OIL, & LUBRICANTS	31829	18981.80	60	159701	78916.69	49	.00	382580	303663.31	21
52-33	EMPLOYEE HEALTH CENTER	15729	481.52	3	78645	37596.33	48	151153.67	188750	.00	100
52-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
52-36	FIREHOUSE SUBS - E-BIKES	0	.00	0	0	.00	0	.00	0	.00	0
52-37	JAG 23-GG-03233	0	.00	0	0	.00	0	.00	0	.00	0
52-38	BULLET PROOF VEST 2023	38	.00	0	152	415.92	274	.00	416	.08	100
52-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
52-40	BULLET PROOF VEST 2024	2412	8351.00	346	9648	11514.08	119	15011.92	26526	.00	100

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
52 **	OPERATING SUPPLIES	182592	221451.68	121	908581	909698.81	100	426881.88	2186990	850409.31	61
53-00	ROAD MATERIALS/SUPPLIES	4056	1032.00	25	20280	7119.49	35	102.67	48675	41452.84	15
53 **	ROAD MATERIALS/SUPPLIES	4056	1032.00	25	20280	7119.49	35	102.67	48675	41452.84	15
54-00	MEMBERSHIP/PUBLICATIONS	5577	6254.82	112	29264	17002.29	58	.00	68475	51472.71	25
54 **	MEMBERSHIP/PUBLICATIONS	5577	6254.82	112	29264	17002.29	58	.00	68475	51472.71	25
55-00	TRAINING	15459	7678.00	50	76857	47643.17	62	25534.72	185181	112003.11	40
55-01	EDA PROGRAM	833	312.00	38	4165	1565.53	38	2258.00	10000	6176.47	38
55-02	P/F HS RECRUITMENT	863	.00	0	3452	.00	0	9497.42	9497	.42	100
55-22	JAG 21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
55-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
55-36	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	17155	7990.00	47	84474	49208.70	58	37290.14	204678	118179.16	42
56-15	IT-RELATED OPERATING EXP	85013	27593.74	33	421877	528522.78	125	172450.06	1017064	316091.16	69
56-16	FL CYBERSECURITY	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	85013	27593.74	33	421877	528522.78	125	172450.06	1017064	316091.16	69
57-99	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
57 **	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	24138	.00	0	72414	.00	0	.00	241379	241379.00	0
61 **	LAND	24138	.00	0	72414	.00	0	.00	241379	241379.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	127516	12139.99	10	599457	13486.86	2	670742.68	1492071	807841.46	46
63-07	IMPROVE OTHER THAN BLDG	182186	173621.99	95	685424	1084943.95	158	474421.27	1960726	401360.78	80
63-13	FIND BV-CO-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
63-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
63-15	FIND BV-CO-21-152 DRGP II	0	.00	0	0	.00	0	.00	0	.00	0
63-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
63-17	FIND BV-CO-23-159 WTRF P1	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	309702	185761.98	60	1284881	1098430.81	86	1145163.95	3452797	1209202.24	65
64-00	MACHINERY AND EQUIPMENT	377395	1104995.00	293	2024280	1385944.90	69	1677070.55	4666060	1603044.55	66
64-15	IT HARDWARE	34056	.00	0	100072	17320.65	17	.00	338460	321139.35	5
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64-34	LEASED POSTAGE METER	0	.00	0	0	.00	0	.00	0	.00	0
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	411451	1104995.00	269	2124352	1403265.55	66	1677070.55	5004520	1924183.90	62
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71-30	LEASE - COPIERS	4293	4290.97	100	21465	21437.87	100	30084.43	51523	.70	100
71-33	LEASED POSTAGE METER	372	1102.17	296	1860	1102.17	59	3372.83	4475	.00	100
71-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
71-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
71-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
71-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-64	SBITA - VECTOR TGT SOL	0	.00	0	0	.00	0	.00	0	.00	0

DETAIL BUDGET REPORT SUMMARY BY OBJECT
42% OF YEAR LAPSED
WITHOUT FIXED CHARGES

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
71-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-67	SBITA - SOCRATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
71-69	SBITA - SAMSARA	2240	2695.61	120	11200	8065.28	72	18820.84	26887	.88	100
71-70	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
71-72	SBITA - BRIGHTLY ASSET	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	6905	8088.75	117	34525	30605.32	89	52278.10	82885	1.58	100
72-30	LEASE - COPIERS	14	17.03	122	70	102.13	146	71.57	175	1.30	99
72-33	LEASED POSTAGE METER	45	152.79	340	225	152.79	68	392.21	545	.00	100
72-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
72-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
72-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
72-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-64	SBITA - VECTOR TRGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
72-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-67	SBITA - SCORATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
72-69	SBITA - SAMSARA	32	57.49	180	160	194.02	121	199.70	394	.28	100
72-72	SBITA - BRIGHTLY ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	91	227.31	250	455	448.94	99	663.48	1114	1.58	100
73-00	OTHER DEBT SERVICE COSTS	3357	.00	0	6714	30213.37	450	.00	30214	.63	100
73 **	OTHER DEBT SERVICE COSTS	3357	.00	0	6714	30213.37	450	.00	30214	.63	100
81-00	AIDS TO GOVT AGENCY	139485	.00	0	697425	1673821.00	240	.00	1673821	.00	100

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
81 **	AIDS TO GOVT AGENCY	139485	.00	0	697425	1673821.00	240	.00	1673821	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	0	.00	0	0	.00	0	.00	0	.00	0
83-11	UPSTART COCOA PROGRAM	3541	.00	0	10205	5000.00	49	.00	35000	30000.00	14
83 **	OTHER GRANTS & AIDS	3541	.00	0	10205	5000.00	49	.00	35000	30000.00	14
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	TO DIAMOND SQ (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	99579	89368.76	90	562287	253665.80	45	.00	1259347	1005681.20	20
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRCTD ASSET (425)	0	.00	0	0	.00	0	.00	0	.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	99579	89368.76	90	562287	253665.80	45	.00	1259347	1005681.20	20

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

FUND 001	TOTAL *****										
	GENERAL FUND	5248008	4678885.89	89	25485108	20961081.38	82	7492927.79	62224394	33770384.83	46
GRAND	TOTAL *****										
		5248008	4678885.89	89	25485108	20961081.38	82	7492927.79	62224394	33770384.83	46



FY 2025 Budget by Classification Report - Summary Listing

2/28/2025

Target for February 2025 is 42%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	\$ 79,722,196	\$ -	\$ 32,363,830	\$ 47,358,366	41%
INTERGOVERNMENTAL/GRANTS	\$ -	\$ -	\$ -	\$ -	0%
MISCELLANEOUS	\$ 537,128	\$ -	\$ 200,209	\$ 336,919	37%
*OTHER SOURCES (NON-REVENUE)	\$ 8,904,732	\$ -	\$ -	\$ 8,904,732	0%
REVENUE TOTALS	\$ 89,164,056	\$ -	\$ 32,564,039	\$ 56,600,017	37%
EXPENSE					
SALARIES AND BENEFITS	\$ 21,442,558	\$ -	\$ 6,913,646	\$ 14,528,912	32%
OPERATING EXPENDITURES	\$ 27,655,886	\$ 11,063,179	\$ 7,258,815	\$ 9,333,892	26%
CAPITAL OUTLAY	\$ 2,311,579	\$ 1,093,536	\$ 431,094	\$ 786,949	19%
GRANTS, AIDS AND OTHER	\$ 471,406	\$ 313,122	\$ 155,807	\$ 2,476	33%
NON-OPERATING USES	\$ 37,282,627	\$ -	\$ 23,349,759	\$ 13,932,868	63%
EXPENSE TOTALS	\$ 89,164,056	\$ 12,469,838	\$ 38,109,122	\$ 38,585,097	57%
REVENUE TOTALS	\$ 89,164,056	\$ -	\$ 32,564,039	\$ 56,600,017	37%
EXPENSE TOTALS	\$ 89,164,056	\$ 12,469,838	\$ 38,109,122	\$ 38,585,097	57%
**	\$ -	\$ (12,469,838)	\$ (5,545,083)	\$ 18,014,921	

*Fund Balance is a budgeted revenue, not actual revenue.

**Unaudited

CITY OF COCOA, FLORIDA
REVENUE REPORT
42% OF YEAR LAPSED

ACCOUNTING PERIOD 05/2025

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND		ACCOUNT	*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
	30 02	FDEM H0477 LS#1	0	.00		0	.00		0	.00
	50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
	50 01	STATE DISASTER REIMB	0	.00		0	.00		0	.00
334	**	STATE GRANT	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
	30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	31 00	WATER SALES	5,561,481	5,227,011.90	94	27,807,405	26,538,346.86	95	66,737,780	40,199,433.14
	33 00	WATER CONNECTION FEE	47,267	35,315.27	75	236,335	350,578.24	148	567,211	216,632.76
	36 00	WATER HYDRANT FEES	340,513	365,696.49	107	1,702,565	1,822,830.23	107	4,086,156	2,263,325.77
	39 06	HYDRANT RESID FLOW TEST	141	750.00	532	705	5,100.00	723	1,696	3,404.00-
	39 07	BACKFLOW DEVICE TEST	12,808	20,708.06	162	64,040	98,905.51	154	153,700	54,794.49
	39 08	JUMPER METERS	61	200.00	328	305	400.00	131	742	342.00
	39 09	PLAN REVIEW/CONST INSPECT	1,060	8,250.00	778	5,300	28,500.00	538	12,720	15,780.00-
	39 10	BACKFLOW PRV/RLCT TEMP	44	305.42	694	220	1,152.10	524	530	622.10-
	39 *	WATER OTHER INCOME	14,114	30,213.48	214	70,570	134,057.61	190	169,388	35,330.39
	51 00	SEWER SALES	642,330	636,208.77	99	3,211,650	3,326,836.64	104	7,707,960	4,381,123.36
	51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	51 *	SEWER SALES	642,330	636,208.77	99	3,211,650	3,326,836.64	104	7,707,960	4,381,123.36
	53 02	SEWER CONN INDIAN HILLS	0	.00		0	.00		0	.00
	59 01	GREASE TRAP PERMITS	547	855.41	156	2,735	4,095.34	150	6,572	2,476.66
	60 00	REUSE WATER SALES	36,642	37,553.73	103	183,210	182,021.25	99	439,709	257,687.75
	60 01	REUSE WATER INSTALLATION	618	301.00	49	3,090	5,064.00	164	7,420	2,356.00
	60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	60 *	REUSE WATER SALES	37,260	37,854.73	102	186,300	187,085.25	100	447,129	260,043.75
	90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	6,643,512	6,333,156.05	95	33,217,560	32,363,830.17	97	79,722,196	47,358,365.83
340	***	CHARGES FOR SERVICES	6,643,512	6,333,156.05		33,217,560	32,363,830.17		79,722,196	47,358,365.83

CITY OF COCOA, FLORIDA
REVENUE REPORT
42% OF YEAR LAPSED

ACCOUNTING PERIOD 05/2025

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND		ACCOUNT	*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
	10 00	INTEREST	0	.00		0	18,280.79		0	18,280.79-
	10 02	INVESTMENT INTEREST	40,078	.00		200,390	260,495.56	130	480,943	220,447.44
	10 10	FLORIDA PRIME INTEREST	0	.00		0	255,005.85		0	255,005.85-
	10 11	INTEREST/CBOS	0	.00		0	.00		0	.00
	10 *	INTEREST	40,078	.00		200,390	533,782.20	266	480,943	52,839.20-
	30 00	NET INC/DEC FMV INVESTMNT	0	.00		0	412,956.72-		0	412,956.72
	40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	40,697.30-		0	40,697.30
	40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
	40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	40,697.30-		0	40,697.30
361	**	INTEREST & OTHER EARNINGS	40,078	.00		200,390	80,128.18	40	480,943	400,814.82
362	00 00	RENT AND ROYALTIES	108	.00		540	1,300.00	241	1,300	.00
362	**	RENT AND ROYALTIES	108	.00		540	1,300.00	241	1,300	.00
364	00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
	10 00	GAIN/(LOSS)SALE OF F/A	0	7,376.24		0	7,376.24		0	7,376.24-
364	**	DISPOSITION FIXED ASSETS	0	7,376.24		0	7,376.24		0	7,376.24-
365	00 00	SALE SURPLUS MTRLS &SCRAP	265	.00		1,325	1,986.86	150	3,180	1,193.14
365	**	SALE SURPLUS MTRLS &SCRAP	265	.00		1,325	1,986.86	150	3,180	1,193.14
369	90 00	OTHER MISC REVENUES	4,308	2,957.29	69	21,540	31,179.13	145	51,705	20,525.87
	90 06	SETTLEMENTS	0	.00		0	.00		0	.00
	90 *	OTHER MISC REVENUES	4,308	2,957.29	69	21,540	31,179.13	145	51,705	20,525.87
	96 00	INSURANCE REFUND/PROCEEDS	0	2,450.00		0	78,238.24		0	78,238.24-
369	**	OTHER MISC REVENUES	4,308	5,407.29	126	21,540	109,417.37	508	51,705	57,712.37-
360	***	MISCELLANEOUS REVENUES	44,759	12,783.53		223,795	200,208.65		537,128	336,919.35
380		OTHER SOURCES(NON-REV)								
381	91 01	INTERFUND TRANSFER								
		GENERAL FUND (001)	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA
REVENUE REPORT
42% OF YEAR LAPSED

ACCOUNTING PERIOD 05/2025

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND										
ACCOUNT		ACCOUNT DESCRIPTION	***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
91	24	RENEW & REPLACE (424)	0	.00		0	.00		0	.00
91	25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91	26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91	27	TRF FROM W/S RESRVS (425)	0	.00		0	.00		0	.00
91	42	W/S IMPACT FEE (422)	0	.00		0	.00		0	.00
91	52	TRF FROM WORK COMP (520)	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383	10 00	INSTLMT PURCH/CAP LEASE LEASE PROCEEDS	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
	30 01	SRF LOAN PROCEEDS	0	.00		0	.00		0	.00
	85 00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
	99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
	99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
	99 50	FUND BAL-APPROP. RESERVES	772,769	.00		3,495,350	.00		8,904,732	8,904,732.00
	99 *	BALANCE FORWARD	772,769	.00		3,495,350	.00		8,904,732	8,904,732.00
389	**	NON OPERATING SOURCES	772,769	.00		3,495,350	.00		8,904,732	8,904,732.00
380	***	OTHER SOURCES(NON-REV)	772,769	.00		3,495,350	.00		8,904,732	8,904,732.00
FUND TOTAL WATER/SEWER FUND			7,461,040	6,345,939.58		36,936,705	32,564,038.82		89,164,056	56,600,017.18
GRAND TOTAL			7,461,040	6,345,939.58		36,936,705	32,564,038.82		89,164,056	56,600,017.18

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
11-00	EXECUTIVE SALARIES	15127	13819.20	91	75635	68405.05	90	.00	181529	113123.95	38
11 **	EXECUTIVE SALARIES	15127	13819.20	91	75635	68405.05	90	.00	181529	113123.95	38
12-00	REGULAR SALARIES & WAGES	1036129	757917.72	73	5158385	3861026.45	75	.00	12411346	8550319.55	31
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	1978.97	0	0	27820.01	0	.00	0	27820.01-	0
12-15	SETTLEMENT WAGES	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1036129	759896.69	73	5158385	3888846.46	75	.00	12411346	8522499.54	31
13-00	OTHER SALARIES & WAGES	63783	45372.60	71	318915	223455.60	70	.00	765439	541983.40	29
13 **	OTHER SALARIES & WAGES	63783	45372.60	71	318915	223455.60	70	.00	765439	541983.40	29
14-00	OVERTIME	62172	80839.72	130	310860	446019.36	144	.00	746100	300080.64	60
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	62172	80839.72	130	310860	446019.36	144	.00	746100	300080.64	60
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	1767	175.00	10	8835	21899.10	248	.00	21230	669.10-	103
20 **	CLOTHING/SHOE ALLOWANCE	1767	175.00	10	8835	21899.10	248	.00	21230	669.10-	103
21-00	FICA TAXES	80230	67855.86	85	399548	350145.24	88	.00	961198	611052.76	36
21 **	FICA TAXES	80230	67855.86	85	399548	350145.24	88	.00	961198	611052.76	36
22-00	RETIREMENT CONTRIBUTIONS	154373	131171.37	85	771331	733923.89	95	.00	1852009	1118085.11	40
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	463	257.57	56	2315	2238.09	97	.00	5564	3325.91	40
22 **	RETIREMENT CONTRIBUTIONS	154836	131428.94	85	773646	736161.98	95	.00	1857573	1121411.02	40
23-00	INSURANCES	2753	2238.32	81	13756	9939.27	72	.00	33075	23135.73	30
23-02	RETIREEES OTHER INSURANCES	13150	7826.80	60	65750	51558.12	78	.00	157806	106247.88	33
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
23-04	MEDICAL/RX SELF INSURED	281638	203939.56	72	1407407	905685.48	64	.00	3378907	2473221.52	27
23-05	HEALTH RETIREES 50%	1988	487.54	25	9940	2437.70	25	.00	23856	21418.30	10
23-06	HEALTH RETIREES 100%	3976	3894.52	98	19880	22397.84	113	.00	47712	25314.16	47
23-07	DENTAL INSURANCE	13234	8585.96	65	66140	38648.00	58	.00	158816	120168.00	24
23-08	VISION INSURANCE	2567	1557.74	61	12805	7014.97	55	.00	30803	23788.03	23
23-09	LONG TERM DISABILITY	2821	2568.98	91	14099	11406.35	81	.00	33908	22501.65	34
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	322127	231099.42	72	1609777	1049087.73	65	.00	3864883	2815795.27	27
24-00	WORKER'S COMPENSATION	38737	14829.26	38	193658	78520.80	41	.00	464860	386339.20	17
24 **	WORKER'S COMPENSATION	38737	14829.26	38	193658	78520.80	41	.00	464860	386339.20	17
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	4165	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	4165	.00	0	.00	10000	10000.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	13200	11600.00	88	66000	51105.05	77	.00	158400	107294.95	32
27 **	BENEFIT OFFSET	13200	11600.00	88	66000	51105.05	77	.00	158400	107294.95	32
31-00	PROFESSIONAL SERVICES	18746	13400.00	72	92283	25831.00	28	80963.50	223532	116737.50	48
31-01	LEGAL EXPENSES	47184	10659.10	23	225410	34004.35	15	107147.02	555690	414538.63	25
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	243779	347483.89	143	1104203	726256.99	66	2062934.64	2810665	21473.37	99
31-27	TCR PROJECT-COCOA	22571	1474.30	7	112855	1474.30	1	269372.70	270847	.00	100
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	332280	373017.29	112	1534751	787566.64	51	2520417.86	3860734	552749.50	86

DETAIL BUDGET REPORT SUMMARY BY OBJECT
42% OF YEAR LAPSED
WITHOUT FIXED CHARGES

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	175761	29051.01	17	878089	241400.54	28	466159.39	2108472	1400912.07	34
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	175761	29051.01	17	878089	241400.54	28	466159.39	2108472	1400912.07	34
39-00	CONTINGENCY	94700	.00	0	473500	.00	0	.00	1136400	1136400.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	94700	.00	0	473500	.00	0	.00	1136400	1136400.00	0
40-00	TRAVEL AND PER DIEM	1310	403.98	31	6550	1401.74	21	.00	15748	14346.26	9
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1310	403.98	31	6550	1401.74	21	.00	15748	14346.26	9
41-00	COMMUNICATION	17274	12423.00	72	86369	79246.11	92	127048.97	207319	1023.92	100
41 **	COMMUNICATION	17274	12423.00	72	86369	79246.11	92	127048.97	207319	1023.92	100
42-00	FREIGHT & POSTAGE SERVICE	1148	29.97	3	5572	1411.92	25	.00	13640	12228.08	10
42 **	FREIGHT & POSTAGE SERVICE	1148	29.97	3	5572	1411.92	25	.00	13640	12228.08	10
43-00	ELECTRIC/WATER/SEWER	203402	200103.88	98	1017010	652949.76	64	1746150.55	2440835	41734.69	98
43 **	ELECTRIC/WATER/SEWER	203402	200103.88	98	1017010	652949.76	64	1746150.55	2440835	41734.69	98
44-00	RENTAL AND LEASES	3141	1210.00	39	15705	10070.82	64	.00	37715	27644.18	27
44-21	DUKE ENERGY-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
44 **	RENTAL AND LEASES	3141	1210.00	39	15705	10070.82	64	.00	37715	27644.18	27
45-00	INSURANCE	108436	.00	0	542180	650853.32	120	.00	1301232	650378.68	50
45 **	INSURANCE	108436	.00	0	542180	650853.32	120	.00	1301232	650378.68	50
46-00	REPAIRS & MAINTENANCE	535971	388646.19	73	2653476	1710032.16	64	1454737.75	6405319	3240549.09	49

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
46-02	REPAIR/MAINT BUILDING	49854	3434.94	7	234297	173152.20	74	8648.73	583299	401498.07	31
46-03	REPAIR/MAINT-VEHICLES	26626	30825.46	116	133130	87813.06	66	.00	319564	231750.94	28
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	612451	422906.59	69	3020903	1970997.42	65	1463386.48	7308182	3873798.10	47
47-00	PRINTING & BINDING	3084	.00	0	13256	28027.20	211	.00	34876	6848.80	80
47 **	PRINTING & BINDING	3084	.00	0	13256	28027.20	211	.00	34876	6848.80	80
48-00	PROMOTIONAL ACTIVITIES	2083	4010.00	193	10415	5303.79	51	850.00	25000	18846.21	25
48 **	PROMOTIONAL ACTIVITIES	2083	4010.00	193	10415	5303.79	51	850.00	25000	18846.21	25
49-00	OTHER CHARGES & OBLIG.	5663	11580.43	205	26413	69857.19	265	500.00	66089	4268.19-	107
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	2190.12-	0	0	18476.46-	0	.00	0	18476.46	0
49-08	CASH OVER & UNDER	0	31.63	0	0	115.94	0	.00	0	115.94-	0
49-09	DOCUMENT RECORDING CHGS	500	30.00	6	2500	1158.00-	46-	4328.00	6000	2830.00	53
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	6163	9451.94	153	28913	50338.67	174	4828.00	72089	16922.33	77
51-00	OFFICE SUPPLIES	2109	1018.06	48	10545	4684.80	44	.00	25354	20669.20	19
51 **	OFFICE SUPPLIES	2109	1018.06	48	10545	4684.80	44	.00	25354	20669.20	19
52-00	OPERATING SUPPLIES	64340	114587.52	178	322099	322157.24	100	164979.58	772515	285378.18	63
52-02	UNIFORMS-PURCHASED	133	360.00	271	266	927.00	349	.00	1200	273.00	77
52-07	JANITORIAL SUPPLIES	769	530.30	69	3845	4815.48	125	.00	9240	4424.52	52
52-09	CHEMICALS	595096	497602.03	84	2974808	2066630.89	70	4526011.72	7140491	547848.39	92
52-30	FUEL OIL & LUBRICANTS	53246	33408.86	63	266230	100918.14	38	1326.73	639010	536765.13	16
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
52 **	OPERATING SUPPLIES	713584	646488.71	91	3567248	2495448.75	70	4692318.03	8562456	1374689.22	84
53-00	ROAD MATERIALS/SUPPLIES	3748	.00	0	18740	.00	0	30388.46	45000	14611.54	68
53 **	ROAD MATERIALS/SUPPLIES	3748	.00	0	18740	.00	0	30388.46	45000	14611.54	68
54-00	MEMBERSHIP/PUBLICATIONS	3416	.00	0	17080	34349.40	201	.00	41031	6681.60	84
54 **	MEMBERSHIP/PUBLICATIONS	3416	.00	0	17080	34349.40	201	.00	41031	6681.60	84
55-00	TRAINING	8944	9960.60	111	44400	16105.91	36	4076.25	107064	86881.84	19
55-01	EDA PROGRAM	416	.00	0	2080	.00	0	.00	5000	5000.00	0
55 **	TRAINING	9360	9960.60	106	46480	16105.91	35	4076.25	112064	91881.84	18
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	25734	1116.89	4	127560	228657.98	179	7555.45	307739	71525.57	77
56 **	TECHNOLOGY SYSTEMS	25734	1116.89	4	127560	228657.98	179	7555.45	307739	71525.57	77
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	95587	3649.60	4	361291	28669.30	8	791160.13	1030404	210574.57	80
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	95587	3649.60	4	361291	28669.30	8	791160.13	1030404	210574.57	80
64-00	MACHINERY & EQUIPMENT	71171	.00	0	311816	397470.04	128	158368.81	810030	254191.15	69
64-15	IT HARDWARE	39447	4955.00	13	195007	4955.00	3	144007.04	471145	322182.96	32
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	110618	4955.00	5	506823	402425.04	79	302375.85	1281175	576374.11	55

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUNDS	0	.00	0	0	.00	0	.00	0	.00	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71-32	LEASED ASSET-GENERATOR	29131	28953.94	99	145655	115393.74	79	234188.52	349583	.74	100
71-33	SBITA ACCRUENT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
71-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
71-35	SBITA - SAMSARA	2827	3401.60	120	14135	10177.62	72	23750.10	33928	.28	100
71-36	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
71-74	ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
71 **	PRINCIPAL	31958	32355.54	101	159790	125571.36	79	257938.62	383511	1.02	100
72-32	LEASED ASSET-GENERATOR	7008	7186.06	103	35040	29166.26	83	54931.48	84098	.26	100
72-33	SBITA - ACCRNT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
72-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	41	72.55	177	205	244.83	119	252.01	497	.16	100
72-36	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
72-74	SBITA - ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	7049	7258.61	103	35245	29411.09	83	55183.49	84595	.42	100
73-00	OTHER DEBT SERVICE COST	275	.00	0	1375	825.00	60	.00	3300	2475.00	25
73-32	GENERATOR AMORT	0	.00	0	0	.00	0	.00	0	.00	0
73-33	SBITA ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	INTANG AMORT EXP	275	.00	0	1375	825.00	60	.00	3300	2475.00	25

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

82-00	AID TO PRIVATE ORGANIZAT	0	.00	0	0	.00	0	.00	0	.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-02	TO GEN FUND ROI (001)	654056	654056.92	100	3270280	3270284.60	100	.00	7848683	4578398.40	42
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-24	TRANSFER TO R & R (424)	1086880	.00	0	5429148	13063579.00	241	.00	13037319	26260.00-	100
91-25	TO RESTRCTD ASSET (425)	521782	558576.22	107	2608910	2792881.10	107	.00	6261391	3468509.90	45
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJ (427)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND (422)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	2262718	1212633.14	54	11308338	19126744.70	169	.00	27147393	8020648.30	71
94-01	TXFR TO GF OH ALLOC (001)	697361	697361.67	100	3486805	3486808.35	100	.00	8368340	4881531.65	42
94 **	INTERFUND TRANSFER	697361	697361.67	100	3486805	3486808.35	100	.00	8368340	4881531.65	42
95-01	TXFR TO GF 6% PLOFF (001)	147241	147241.17	100	736205	736205.85	100	.00	1766894	1030688.15	42
95 **	NONOPERATING	147241	147241.17	100	736205	736205.85	100	.00	1766894	1030688.15	42
FUND 421	TOTAL *****										
	WATER/SEWER FUND	7460932	5173563.34	69	36936162	38109121.83	103	12469837.53	89164056	38585096.64	57
GRAND	TOTAL *****										
		7460932	5173563.34	69	36936162	38109121.83	103	12469837.53	89164056	38585096.64	57



FY 2025 Budget by Classification Report - Summary Listing

2/28/2025

Target for February 2025 is 42%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	\$ 2,299,404	\$ -	\$ 1,925,109	\$ 374,295	84%
CHARGES FOR SERVICES	\$ -	\$ -	\$ -	\$ -	0%
INTERGOVERNMENTAL/GRANT	\$ 51,222	\$ -	\$ (68,778)	\$ 120,000	-134%
MISCELLANEOUS	\$ -	\$ -	\$ 64,998	\$ (64,998)	0%
**OTHER SOURCES (NON-REVENUE)	\$ 608,611	\$ -	\$ -	\$ 608,611	0%
REVENUE TOTALS	\$ 2,959,237	-	\$ 1,921,328	\$ 1,037,909	65%
EXPENSE					
SALARIES AND BENEFITS	\$ 638,667	\$ -	\$ 214,711	\$ 423,956	34%
OPERATING EXPENDITURES	\$ 755,581	\$ 156,244	\$ 167,600	\$ 431,736	22%
CAPITAL OUTLAY	\$ 1,234,262	\$ 615,148	\$ 414,859	\$ 204,256	34%
OTHER SOURCES (NON-REVENUE)	\$ 2,599	\$ 1,811	\$ 787	\$ 1	30%
NON-OPERATING USES	\$ 328,128	\$ -	\$ 136,720	\$ 191,408	42%
EXPENSE TOTALS	\$ 2,959,237	\$ 773,203	\$ 934,676	\$ 1,251,358	58%
REVENUE TOTALS	\$ 2,959,237	\$ -	\$ 1,921,328	\$ 1,037,909	65%
EXPENSE TOTALS	\$ 2,959,237	\$ 773,203	\$ 934,676	\$ 1,251,358	58%
	\$ -	\$ (773,203)	\$ 986,652	\$ (213,449)	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA
REVENUE REPORT
42% OF YEAR LAPSED

ACCOUNTING PERIOD 05/2025

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY		ACCOUNT	*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
320		OTHER PERMITS & FEES								
325		SPECIAL ASSESSMENT								
	23 01	STRMWTR SPEC ASSMNT	68,457	88,068.47	129	1,905,369	1,924,980.89	101	2,179,197	254,216.11
	23 02	DELINQUENT TAX	833	23.94	3	4,165	97.57	2	10,000	9,902.43
	23 03	PENALTIES	0	7.98		0	30.10		0	30.10-
	23 04	TAX CERTIFICATES	9,183	.00		45,915	.00		110,207	110,207.00
	23 *	STORMWATER	78,473	88,100.39	112	1,955,449	1,925,108.56	98	2,299,404	374,295.44
325	**	SPECIAL ASSESSMENT	78,473	88,100.39	112	1,955,449	1,925,108.56	98	2,299,404	374,295.44
320	***	OTHER PERMITS & FEES	78,473	88,100.39		1,955,449	1,925,108.56		2,299,404	374,295.44
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
	50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
	36 35	US1/FOREST AV S/W FACILTY	0	.00		0	68,778.04-		0	68,778.04
	36 36	N FSK S/W PND FLOAT WTLND	0	.00		0	.00		0	.00
	36 69	DIX/IRD IRL RESIL DESIGN	0	.00		0	.00		0	.00
	36 *	STORMWATER MANAGEMENT	0	.00		0	68,778.04-		0	68,778.04
334	**	STATE GRANT	0	.00		0	68,778.04-		0	68,778.04
338		SHARED REVENUE LOCAL UNIT								
	10 00	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
	10 02	CHURCH STREET BAFFLE BOX	0	.00		0	.00		0	.00
	10 05	SOIRL-SAVE OUR IR LAGOON	4,657	.00		18,628	.00		51,222	51,222.00
	10 *	SHARED REV - BREVARD CTY	4,657	.00		18,628	.00		51,222	51,222.00
338	**	SHARED REVENUE LOCAL UNIT	4,657	.00		18,628	.00		51,222	51,222.00
330	***	INTERGOVERNMENTAL REVENUE	4,657	.00		18,628	68,778.04-		51,222	120,000.04
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	91 00	STORMWATER FEES	0	.00		0	.00		0	.00
	91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	91 *	STORMWATER FEES	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	.00		0	988.11		0	988.11-
10 02	INVESTMENT INTEREST	0	.00		0	12,224.23		0	12,224.23-
10 10	FLORIDA PRIME INTEREST	0	.00		0	51,735.45		0	51,735.45-
10 *	INTEREST	0	.00		0	64,947.79		0	64,947.79-
30 00	NET INC/DEC FMV INVESTMNT	0	.00		0	2,601.75-		0	2,601.75
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	277.83-		0	277.83
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	277.83-		0	277.83
361	** INTEREST & OTHER EARNINGS	0	.00		0	62,068.21		0	62,068.21-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364	** DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	2,929.47		0	2,929.47-
369	** OTHER MISC REVENUES	0	.00		0	2,929.47		0	2,929.47-
360	*** MISCELLANEOUS REVENUES	0	.00		0	64,997.68		0	64,997.68-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	TRF FROM W/S FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381	** INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	55,329	.00		221,316	.00		608,611	608,611.00
99 *	BALANCE FORWARD	55,329	.00		221,316	.00		608,611	608,611.00
389	** NON OPERATING SOURCES	55,329	.00		221,316	.00		608,611	608,611.00
380	*** OTHER SOURCES(NON-REV)	55,329	.00		221,316	.00		608,611	608,611.00
FUND TOTAL	STORMWATER UTILITY	138,459	88,100.39		2,195,393	1,921,328.20		2,959,237	1,037,908.80
GRAND TOTAL		138,459	88,100.39		2,195,393	1,921,328.20		2,959,237	1,037,908.80

FUND 423 STORMWATER UTILITY		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

12-00	REGULAR SALARIES & WAGES	32376	23168.80	72	161880	114355.82	71	.00	388521	274165.18	29
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	32376	23168.80	72	161880	114355.82	71	.00	388521	274165.18	29
13-00	OTHER SALARIES & WAGES	0	4615.68	0	0	22501.44	0	.00	0	22501.44-	0
13 **	OTHER SALARIES & WAGES	0	4615.68	0	0	22501.44	0	.00	0	22501.44-	0
14-00	OVERTIME	583	545.58	94	2915	6799.72	233	.00	7000	200.28	97
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	583	545.58	94	2915	6799.72	233	.00	7000	200.28	97
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	40	.00	0	200	700.00	350	.00	480	220.00-	146
20 **	CLOTHING/SHOE ALLOWANCE	40	.00	0	200	700.00	350	.00	480	220.00-	146
21-00	FICA TAXES	2445	2101.94	86	12225	10783.71	88	.00	29346	18562.29	37
21 **	FICA TAXES	2445	2101.94	86	12225	10783.71	88	.00	29346	18562.29	37
22-00	RETIREMENT CONTRIBUTIONS	4413	3861.40	88	22065	19558.18	89	.00	52956	33397.82	37
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	4413	3861.40	88	22065	19558.18	89	.00	52956	33397.82	37
23-00	INSURANCES	82	65.40	80	410	283.45	69	.00	990	706.55	29
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	7925	6372.50	80	39625	27658.81	70	.00	95105	67446.19	29
23-07	DENTAL INSURANCE	326	238.06	73	1630	1033.24	63	.00	3920	2886.76	26
23-08	VISION INSURANCE	53	43.08	81	265	186.61	70	.00	644	457.39	29
23-09	LONG TERM DISABILITY	83	74.06	89	415	321.11	77	.00	1003	681.89	32
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	8469	6793.10	80	42345	29483.22	70	.00	101662	72178.78	29
24-00	WORKER'S COMPENSATION	4391	1732.84	40	21955	9188.34	42	.00	52702	43513.66	17
24 **	WORKER'S COMPENSATION	4391	1732.84	40	21955	9188.34	42	.00	52702	43513.66	17
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	500	300.00	60	2500	1340.21	54	.00	6000	4659.79	22
27 **	BENEFIT OFFSET	500	300.00	60	2500	1340.21	54	.00	6000	4659.79	22
31-00	PROFESSIONAL SERVICES	15896	.00	0	79425	8559.66	11	600.01	190700	181540.33	5
31-01	LEGAL EXPENSES	41	.00	0	205	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	15937	.00	0	79630	8559.66	11	600.01	191200	182040.33	5
34-00	CONTRACT SERVICES	22250	5970.28	27	111250	106516.83	96	134343.59	267002	26141.58	90
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	22250	5970.28	27	111250	106516.83	96	134343.59	267002	26141.58	90
39-00	CONTINGENCY	4647	.00	0	25833	.00	0	.00	58377	58377.00	0
39 **	CONTINGENCY	4647	.00	0	25833	.00	0	.00	58377	58377.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	1185	61.08	5	.00	2850	2788.92	2
40 **	TRAVEL & PER DIEM	237	.00	0	1185	61.08	5	.00	2850	2788.92	2
41-00	COMMUNICATION	173	45.44	26	865	227.19	26	1848.81	2076	.00	100
41 **	COMMUNICATION	173	45.44	26	865	227.19	26	1848.81	2076	.00	100
42-00	POSTAGE & FREIGHT	41	9.68	24	205	9.68	5	.00	500	490.32	2
42 **	POSTAGE & FREIGHT	41	9.68	24	205	9.68	5	.00	500	490.32	2
43-00	ELECTRIC/WATER/SEWER	1333	2271.53	170	6665	5361.59	80	9382.30	16000	1256.11	92

FUND 423 STORMWATER UTILITY											
ELE OBJ		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ACCOUNT DESCRIPTION		BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
43 **	ELECTRIC/WATER/SEWER	1333	2271.53	170	6665	5361.59	80	9382.30	16000	1256.11	92
44-00	RENTALS AND LEASES	250	170.78	68	1250	170.78	14	.00	3000	2829.22	6
44 **	RENTALS AND LEASES	250	170.78	68	1250	170.78	14	.00	3000	2829.22	6
45-00	INSURANCE	1256	.00	0	6280	7556.42	120	.00	15072	7515.58	50
45 **	INSURANCE	1256	.00	0	6280	7556.42	120	.00	15072	7515.58	50
46-00	REPAIRS & MAINTENANCE	8041	7736.39	96	40205	11288.47	28	4740.04	96500	80471.49	17
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3840	6165.61	161	19200	12925.47	67	.57	46090	33163.96	28
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	11881	13902.00	117	59405	24213.94	41	4740.61	142590	113635.45	20
47-00	PRINTING & BINDING	41	.00	0	205	.00	0	.00	500	500.00	0
47 **	PRINTING & BINDING	41	.00	0	205	.00	0	.00	500	500.00	0
49-00	OTHER CHARGES & OBLIG.	43	69.17	161	215	101.26	47	.00	517	415.74	20
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	60.58-	0	0	245.43-	0	.00	0	245.43	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	43	8.59	20	215	144.17-	67-	.00	517	661.17	28-
51-00	OFFICE SUPPLIES	41	110.81	270	205	110.81	54	.00	500	389.19	22
51 **	OFFICE SUPPLIES	41	110.81	270	205	110.81	54	.00	500	389.19	22
52-00	OPERATING SUPPLIES	1073	1612.81	150	5214	5704.60	109	4333.97	12729	2690.43	79
52-02	UNIFORMS-PURCHASED	0	.00	0	0	.00	0	.00	0	.00	0
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2764	1542.90	56	13820	8283.83	60	.00	33168	24884.17	25
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

52 **	OPERATING SUPPLIES	3837	3155.71	82	19034	13988.43	74	4333.97	45897	27574.60	40
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	310	916.00	296	.00	750	166.00-	122
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	310	916.00	296	.00	750	166.00-	122
55-00	TRAINING	729	.00	0	3645	52.00	1	995.00	8750	7703.00	12
55 **	TRAINING	729	.00	0	3645	52.00	1	995.00	8750	7703.00	12
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	73947	8755.18	12	330306	261733.77	79	515832.50	847922	70355.73	92
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63-08	FISKE BLVD CEI	0	.00	0	0	.00	0	.00	0	.00	0
63-35	US1/FOREST AV S/W FACILTY	4657	26274.83	564	18628	38199.24	205	13022.72	51222	.04	100
63-36	N FSK S/W PND FLOAT WTLND	0	.00	0	0	.00	0	.00	0	.00	0
63-69	DIX/IRVR DR RESIL 23FRP03	0	.00	0	0	.00	0	.00	0	.00	0
63-73	FISKE CONSTRUCTION	18293	4734.80	26	73172	114925.58	157	86292.42	201218	.00	100
63 **	INFRASTRUCTURE	96897	39764.81	41	422106	414858.59	98	615147.64	1100362	70355.77	94
64-00	MACHINERY & EQUIPMENT	11158	.00	0	55790	.00	0	.00	133900	133900.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	11158	.00	0	55790	.00	0	.00	133900	133900.00	0
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0

DETAIL BUDGET REPORT SUMMARY BY OBJECT
42% OF YEAR LAPSED
WITHOUT FIXED CHARGES

FUND 423 STORMWATER UTILITY		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
71-35	SBITA - SAMSARA	213	256.72	121	1065	768.12	72	1792.46	2561	.42	100
71 **	PRINCIPAL	213	256.72	121	1065	768.12	72	1792.46	2561	.42	100
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	3	5.48	183	15	18.48	123	19.02	38	.50	99
72 **	DEBT SERVICE - INTEREST	3	5.48	183	15	18.48	123	19.02	38	.50	99
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
94-01	TXFR TO GF OH ALLOC (001)	27344	27344.00	100	136720	136720.00	100	.00	328128	191408.00	42
94 **	INTERFUND TRANSFER	27344	27344.00	100	136720	136720.00	100	.00	328128	191408.00	42
FUND 423	TOTAL *****										
	STORMWATER UTILITY	251590	136135.17	54	1197963	934676.07	78	773203.41	2959237	1251357.52	58
GRAND	TOTAL *****										
		251590	136135.17	54	1197963	934676.07	78	773203.41	2959237	1251357.52	58

CITY COUNCIL AGENDA ITEM

Memo Date: 03/03/2025
Agenda Date: 3/18/2025
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Stockton Whitten, City Manager
Requested Action: Informational Item Only

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized “contingency” as of February 28th, 2025. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under “Construction contract not to exceed \$” references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

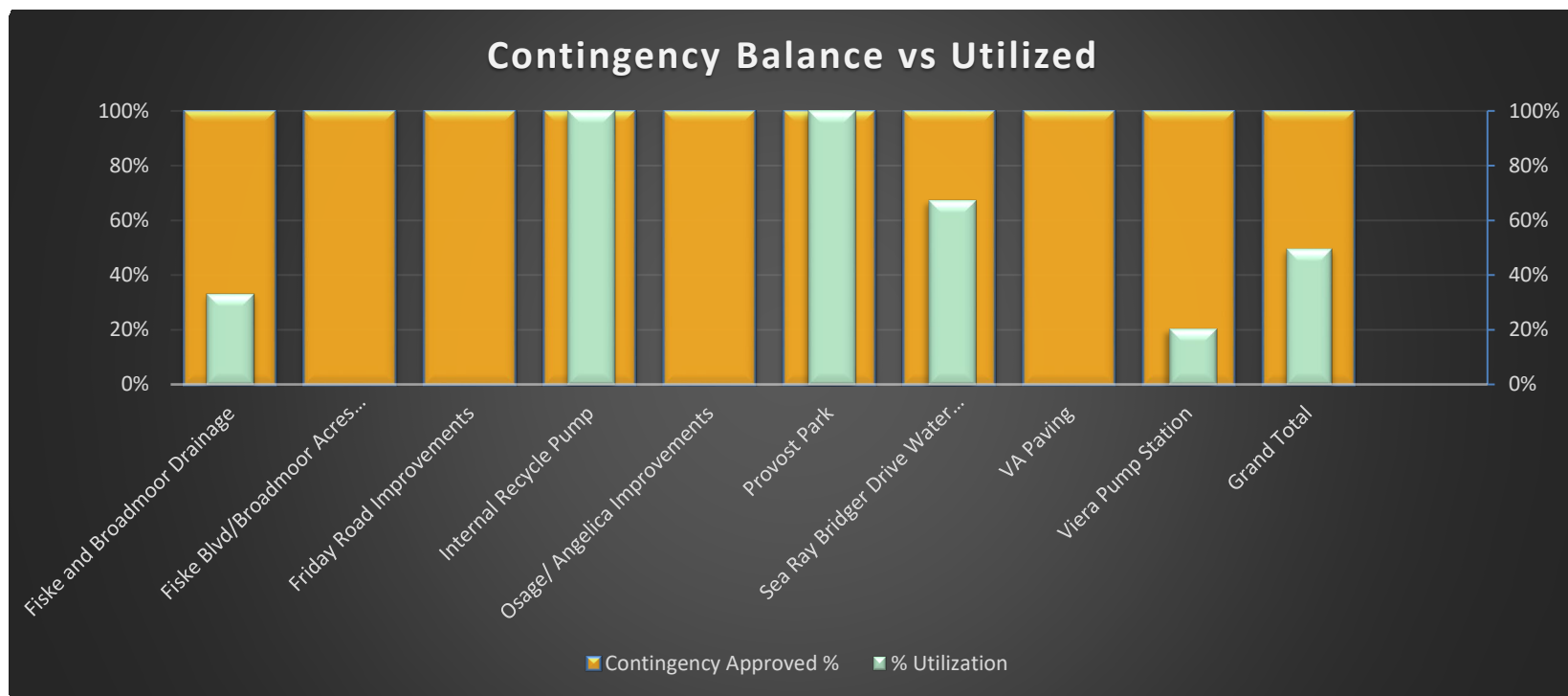
RECOMMENDED MOTION:

Informational Item Only

FY 2025 Change Orders - CM authorized to execute

						Applied to Contingency		As of: Period 5							
Project #	Project Description + Details	Construction contract not to exceed \$	Labels	Resolution #	Requisition #	Requisition Amount	All Fiscal Years Cumulative	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	FY25 Cumulative Requisitions	Cumulative Expenditures	FY2025 Expenditures	FY2024 Expenditures	FY2023 Expenditures
WS22IR/GR24IR**Internal Recycle Pump															
Op. Rev.		10,283,270	Expenses Before Contingency												
Project Manager:	John Perrin	607,984	*CMAR Contingency	2023-103											
Account #:	421-4120-536.63-00	689,954	*Owner Contingency	2024-004											
	424-4055-536.63-00	11,581,208	Total approved	2024-005											
	424-4120-536.63-00														
Vendor:	Wharton-Smith Inc.				FY2024	47027	1,448,145	11,581,208	-	-	11,581,208	-	\$ 7,948,125	\$ 3,884,284	\$ 4,063,841
PO #:	81414	-				47027-1	10,133,063								
*This project is a guaranteed maximum price contract which means Contingency is included in the PO Amount.															
**This amount is inclusive of a grant portion that was carved out and assigned to Project# GR24IR pursuant of resolution 24-055 which did not change any total costs for the project/PO															
GR2108Fiske Blvd/Broadmoor Acres Drainage Improvement															
Op. Rev.		262,847	Exp authorized before contingency												
Project Manager:	Frank Mirabito	42,500	Contingency and other costs authorized	2022-025											
Account #:	303-3570-538.63-08	305,347	Total approved	2024-044											
	424-4055-536.63-08														
Vendor:	Tiera Inc.				FY2022-23	44454	197,135	262,847	-	-	-	\$ 259,581	\$ 90,472	\$ 169,109	\$ -
PO #:	79493	42,500			FY2024	44454-1	65,712								
GR2108Fiske Blvd/Broadmoor Acres Drainage Improvement															
Op. Rev.		5,471,015	Exp authorized before contingency												
Project Manager:	Frank Mirabito	1,985,102	Contingency and other costs authorized	2024-043											
Account #:	303-3570-538.63-73	7,456,117	Total approved	2024-090											
	423-3570-538.63-73														
	424-4055-536.63-73														
Vendor:	Cathcart Construction Co.				FY2024	47365	5,698,026	6,135,546	-	-	6,135,546	-	\$ 5,789,218	\$ 1,723,153	\$ 4,066,065
PO #:	81782	1,320,571				47365-1	437,520								
WS24LCOsage/ Angelica Improvements															
Op. Rev.		3,717,385	Exp authorized before contingency	2022-018											
Project Manager:		371,739	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	4,089,124	Total approved	2023-054											
Vendor:	Atlantic Development of Cocoa				FY2024	47958	3,717,385	3,717,385	-	-	3,717,385	-	\$ 853,254	\$ 376,035	\$ 477,219
PO #:	Vendor #: 05580 82211	371,739													
WS24WPFriday Road Improvements															
Op. Rev.		4,413,648	Total approved	2022-018											
Project Manager:		401,241	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	4,012,407	Total approved	2023-054											
Vendor:	Atlantic Development of Cocoa				FY2024	47960	4,012,407	4,012,407	-	-	4,012,407	-	\$ 1,618,643	\$ 306,498	\$ 1,312,145
PO #:	Vendor #: 05580 82212	401,241													

Project #	Project Description + Details	Construction contract not to exceed \$	Labels	Resolution #	Requisition #	Requisition Amount	All Fiscal Years Cumulative	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	FY25 Cumulative Requisitions	Cumulative Expenditures	FY2025 Expenditures	FY2024 Expenditures	FY2023 Expenditures
CA2502	Bracco Pond Stormwater Improvements														
Op. Rev.		116,020	Exp authorized before contingency												
Project Manager:	Frank Mirabito	11,400	Contingency and other costs authorized												
Account #:	423-3570-538.63-00	127,420	Total approved	2024-109											
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	Atlantic Development of Cocoa			FY2025	49339	116,020	116,020	-	-	-	116,020	\$ -	\$ -	\$ -	\$ -
PO #:	83333	11,400													
CA2502	Cidco Road Stormwater Improvements														
Op. Rev.		38,310	Exp authorized before contingency												
Project Manager:	Frank Mirabito	3,600	Contingency and other costs authorized												
Account #:	423-3570-538.63-00	41,910	Total approved	2024-109											
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	Atlantic Development of Cocoa			FY2025	49349	38,310	38,310	-	-	-	38,310	\$ -	\$ -	\$ -	\$ -
PO #:	83343	3,600													
CA2502	IRD & Carmalt Stormwater Improvements														
Op. Rev.		50,315	Exp authorized before contingency												
Project Manager:	Frank Mirabito	5,000	Contingency and other costs authorized												
Account #:	423-3570-538.63-00	55,315	Total approved	2024-109											
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	Atlantic Development of Cocoa			FY2025	49348	50,315	50,315	-	-	-	50,315	\$ -	\$ -	\$ -	\$ -
PO #:	83396	5,000													
PW25RR	Range Road Paving														
Op. Rev.		661,763	Exp authorized before contingency												
Project Manager:	Abigail Morgan	50,000	Contingency and other costs authorized												
Account #:	001-3510-541.63-00	711,763	Total approved	2025-110											
Vendor:	Fausnight Stripe & Line Inc			FY2025	49343	27,290	27,290	-	-	-	27,290	\$ -	\$ -	\$ -	\$ -
PO #:	83334	2,063													
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	Asphalt Paving Systems, Inc.			FY2025	49341	267,908	267,908	-	-	-	267,908	\$ -	\$ -	\$ -	\$ -
PO #:	83341	20,242													
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	Goodson Paving Inc			FY2025	49342	366,564	366,564	-	-	-	366,564	\$ -	\$ -	\$ -	\$ -
PO #:	83342	27,695													
WS25OC	Vapex Odor System Project														
Op. Rev.		147,375	Exp authorized before contingency												
Project Manager:	Frank Palmieri	7,625	Contingency and other costs authorized												
Account #:	424-4120-536.64-00	155,000	Total approved	2025-011											
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	VAPEX Environmental Technologies			FY2025			147,375	-	-	-	147,375	\$ -	\$ -	\$ -	\$ -
PO #:	TBD	7,625													



CITY COUNCIL AGENDA ITEM

Memo Date: 03/07/2025
Agenda Date: 3/18/2025
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

- 2 Regular member vacancies
- 2 Alternate member vacancies

** 2 Regular member terms expiring May 31st

Code Enforcement Board

- 1 Alternate member vacancy

Planning and Zoning

- 1 Regular member vacancy
- 1 Alternate 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.

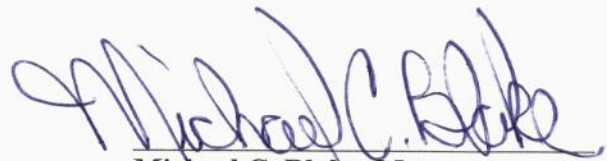
- c. The process of voting by ballot herein adopted supersedes the procedure for appointments of boards and committees established in Resolution 2013-99 of the City Council Rules of Procedure, Article XII, Section A.

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.

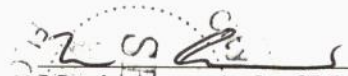
Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding 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



CITY COUNCIL AGENDA ITEM

Memo Date: 03/07/2025
Agenda Date: 3/18/2025
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Bi-Weekly Report for February 21 - March 13, 2025.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Community Outreach and Engagement
Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Bi-Weekly Report for February 21 - March 13, 2025.



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: February 21 – March 13, 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: 9 received/ 8 closed out - \$0 collected in fees
- Employment opportunities link: <https://www.governmentjobs.com/careers/cocoafl>
- New employees
 - Semaj' Bailey – Maintenance Worker I, Utilities/Water Field Operations, March 3, 2025
- Recent promotions
 - Leonard Lescio – Certified Operator B Lead, Utilities/Dyal, February 3, 2025
 - Indrawattie Schwartz – Field Operations Technician, Utilities/Water Field Operations, February 17, 2025
 - Corbin Gilbert – Jr. Systems Administrator, Information Technology, March 3, 2025
 - Rickford Leitch - Police Sergeant, Police/Police Administration, March 10, 2025
- Upcoming retirements
 - Terry Brizendine – Field Inspector II, Utilities/Engineering, May 2, 2025 – 11 Years of Service

Communication and Economic Development

- Media Stories:

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- LOOK INSIDE: Space Coast's Newest Multi-Family Housing Development in Cocoa, Cirrus
- Cocoa moves forward on septic-to-sewer conversion along Indian River Drive
- Critical infrastructure relies on 'whole-of-state' information sharing, says report
- Cocoa Police Department Promotes Agent Ben Erskine to Sergeant
- Cocoa Police to Host 2nd Annual Chief's Breakfast April 29 at Cocoa Civic Center
- New News Releases:
- Upcoming Events:
 - Cocoa's Arbor Day Plant Market and Trash Bash event, Saturday, April 5, 2025, 10am-2pm, Riverfront Park
 - Citizens Academy Graduation, Tuesday, April 22, 2025, 6pm, Council Chambers
- Social media/e-newsletter statistics
 - Facebook
 - Post reach: 10,498
 - Post engagement: 1,076
 - Followers: 16,745
 - Twitter
 - Followers: 3,628
 - LinkedIn
 - Post impressions: 807
 - Followers: 1,377
 - NextDoor
 - Impressions: 512
 - Members: 5,839
 - February e-newsletter (Sent 2/7/25)
 - Sent to 784 contacts
 - 51% open rate (average open rate for e-mail marketing in 2024 is 20%)
 - March e-newsletter (Sent 3/7/25)
 - Sent to 791 contacts
 - 46% 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 Annual Spring Street Party**
 - March 28, 2025, 6-10pm
 - Riverfront Park
 - **Rescue Rebels and Tails at the Barkery present Spring Tails in the Village**
 - March 30, 2025, 10am-3pm
 - Myrt Tharpe Square Gazebo
 - **AEG Southeast presents Violent Femmes in Concert**
 - April 3, 2025, 6-10pm
 - Riverfront Park
 - **HCVMS and Hello Again Books Annual Cocoa Village Book Fest**
 - April 5, 2025, 10a-3pm
 - Myrt Tharpe Square Gazebo

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Community Services – update 2/20/25

- **New businesses –February 6-20, 2025**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
Hidden Level Brewery, LLC	238 Peachtree Street, 32922	2	1	1	Micro Brewery & Tap Room
Community Veterinary Services (Pet IQ)	801 Dixon Blvd #100 32922	0	3	2	Vet services inside Tractor Supply 1 x monthly
Retro Gaming Museum LLC	1515 N Cocoa Blvd # 105 - 108	4	0	2	Retail Gift Shop Video Game Museum
S1 Retail Group LLC, DBA Pricemark	801 Dixon Blvd # 1102, 32922	8	2	2	Retail Discount Store
Home Business BTR	Physical Address	# FT Employees	# PT Employees	Council District	Description
Barrios Lawn & Landscaping LLC	1108 Cypress Lane, 32922	0	0	2	Landscaping
Savage Joi, LLC	275 Dryden Circle, 32926	0	0	3	Entertainment Group for Hire

February 6 – 20: building inspections – 199

February 6 – 20: building permits issued – 126

Finance

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The accounting staff is working on completing the financial statements for audit. Audit staff is completing field work where they test transactions to ensure that the City employees are complying with policies & procedures.

Budget staff worked on the presentation for the City Council Priorities and Planning Special Meeting on 2-18-25.

Fire Department

- Staff traveled to Ohio (Sutphen factory) February 10-12 to perform final inspection. New engine is currently enroute to Florida this week.
- Strategic Plan has been published and staff is working to get it on the agenda for presentation in April after presenting to the City Manager and his approval.
- Total calls for service February 1 through 20th: 289 calls with 149 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
- Call stats-Crime Stats: January 1, 2025 - February 3, 2025 (For comparison purposes January 1, 2024-February 3, 2024, data is also included)

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- 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

<u>Active Cases</u>	<u>66</u>
<u>Complied Cases</u>	<u>15</u>
<u>Code Board Cases scheduled</u>	<u>6</u>
<u>Snipe Signs Pulled</u>	<u>78</u>

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

- 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

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- 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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