



**Agenda
City of Cocoa
Regular Meeting**

**May 13, 2025
6:00 PM**

65 Stone Street, Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of May 13, 2025.
2. Minutes: Special Meeting of March 4, 2025.
3. Minutes: Special Meeting of March 18, 2025.

III. Awards and Presentations:

1. National Public Works Appreciation Week Proclamation
2. National Police Week Proclamation
3. Trash Bash Awards Presentation
4. EMS Week Proclamation
5. Cocoa Police Foundation Presentation

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 Kimley Horn Task Order # 2025-11 to Design and Permit London Ditch piping under the existing Continuing Services Agreement Q-23-01-COC in the amount of \$84,320. Approve BAF # 25-053-T.
2. Approve construction agreement with Ovation Construction Inc. piggybacking Sourcewell Contract FL-R4-GC-092524-OCC in the amount of \$109,184.08 for the Police Department Bathroom Room Renovations. Approve BAF#25-059-T.
3. Approve Settlement Agreement in the case City of Cocoa v. Brandes Design-Build Inc., et al., Case No. 2020-CA-033989, in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida. Approve a Resolution Amending the FY25 Budget, BAF#25-060 A&T.
4. Approve Interlocal Agreement for Creation of Metropolitan Planning Organization.
5. Approve the Purchase of a Petersen Lighting Load Claw Truck Utilizing Sourcewell Cooperative Contract 040621-PII. Approve a Resolution Amending the FY25 Budget, Inter-fund Transfer from Stormwater to General Fund, BAF# 2025-017-IFT, in the amount of \$219,023.
6. PZ 25-02800001 Michael C. Blake Subdivision – Lennar Homes Development Agreement for Affordable Housing and Purchase and Sale Agreement (Correction)
7. Approve a Piggyback Agreement with Hydromax USA to Assess a Select Number of Valves Utilizing the Marion County Contract No. ITB-25B-040 Effective through January 31, 2028; To Authorize the City Manager to Execute Any Annual Renewals or Amendments and to approve issuance of a purchase order to Hydromax USA for these services not to exceed \$85,244.50.

VI. Public Hearings:

1. Approve Ordinance No. 03-2025 on first reading, amending Section 22-5 and creating Section 22 -5.2 of the City Code to update the City's Mandatory Sewer Hookup Policy and authorize sewer system connection requirements following expansion projects To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion.

VII. Council Business:

1. Consider the Reappointment of Dan Quattrocchi and Pam Shaia to the Board of Adjustment through May 2028.
2. Consider the Appointment of Jennifer Moton, to Fill One of the Four Vacancies on the Board of Adjustment.

3. Consider the Appointment of Jody Hatcher to fill an Alternate Member Vacancy on the Code Enforcement Board.
4. UpStart Cocoa Forgivable Loan Application Award - Ottomatic Threads

VIII. City Business:

1. Authorize the City Manager to execute the First Amendment to the contract between the City of Cocoa and PropLogix LLC for Lien Search Services, Mutually Agreed Upon Automatic Renewals.
2. Consider the Donation Application for the Cocoa Youth Athletic Corporation for the Helmet Reconditioning & Certification in the amount of \$1,000.
3. Approve a Resolution Amending the FY 2025 Budget, BAF 25-061-A&T, to accept the donation of land from Walmart Stores East, LP, as outlined in the City of Cocoa Development Order.

IX. Informational Agenda:

1. Informational Only - The City of Cocoa's Open Board Vacancies.
2. Bi-Weekly Report for April 18, 2025-May 7, 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 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:

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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: March 27, 2025
Agenda Date: May 13, 2025
File ID: 2025-269
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the May 13, 2025 Regular 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 May 13, 2025 Regular City Council meeting agenda as written or with amendments.



**Agenda
City of Cocoa
Regular Meeting**

**May 13, 2025
6:00 PM**

65 Stone Street, Cocoa, FL 32922

**This Agenda may be Amended up until or at the
Meeting**

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of May 13, 2025. (2025-269).
2. Minutes: Special Meeting of March 4, 2025. (2025-270).
3. Minutes: Special Meeting of March 18, 2025. (2025-446).

III. Awards and Presentations:

1. National Public Works Appreciation Week Proclamation. (2025-347). (Public Works Director)
2. National Police Week Proclamation. (2025-356). (Police Chief)
3. Trash Bash Awards Presentation. (2025-359). (Comm. & Economic Dev. Director)
4. EMS Week Proclamation. (2025-371). (Fire Chief)

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.

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1. Approve Kimley Horn Task Order # 2025-11 to Design and Permit London Ditch piping under the existing Continuing Services Agreement Q-23-01-COC in the amount of \$84,320. Approve BAF # 25-053-T. (2025-348). (Public Works Director)
2. Approve construction agreement with Ovation Construction Inc. piggybacking Sourcewell Contract FL-R4-GC-092524-OCC in the amount of \$109,184.08 for the Police Department Bathroom Room Renovations. Approve BAF#25-059-T. (2025-410). (Police Chief)
3. Approve Settlement Agreement in the case City of Cocoa v. Brandes Design-Build Inc., et al., Case No. 2020-CA-033989, in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida. (2025-411). (City Manager)
4. Approve Interlocal Agreement for Creation of Metropolitan Planning Organization. (2025-423). (Public Works Director)
5. Approve the Purchase of a Petersen Lighting Load Claw Truck Utilizing Sourcewell Cooperative Contract 040621-P11. Approve a Resolution Amending the FY25 Budget, Inter-fund Transfer from Stormwater to General Fund, BAF# 2025-017-IFT, in the amount of \$219,023. (2025-433). (Public Works Director)
6. PZ 25-02800001 Michael C. Blake Subdivision – Lennar Homes Development Agreement for Affordable Housing and Purchase and Sale Agreement (Correction). (2025-435). (Planner/City Manager)
7. Approve a Piggyback Agreement with Hydromax USA to Assess a Select Number of Valves Utilizing the Marion County Contract No. ITB-25B-040 Effective through January 31, 2028; To Authorize the City Manager to Execute Any Annual Renewals or Amendments and to approve issuance of a purchase order to Hydromax USA for these services not to exceed \$85,244.50. (2025-353). (Utilities Director)

VI. Public Hearings:

1. Approve Ordinance No. 03-2025 on first reading, amending Section 22-5 and creating Section 22 -5.2 of the City Code to update the City's Mandatory Sewer Hookup Policy and authorize sewer system connection requirements following expansion projects To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion. (2025-432). (City Manager/City Attorney)

VII. Council Business:

1. Consider the Reappointment of Dan Quattrocchi and Pam Shaia to the Board of Adjustment through May 2028. (2025-378). (Administrative Services Director)
2. Consider the Appointment of Jennifer Moton, to Fill One of the Four Vacancies on the Board of Adjustment. (2025-412). (Administrative Services Director)
3. Consider the Appointment of Jody Hatcher to fill an Alternate Member Vacancy on the Code Enforcement Board. (2025-413). (Administrative Services Director)
4. UpStart Cocoa Forgivable Loan Application Award - Ottomatic Threads (2025-421). (Comm. & Economic Dev. Director)

VIII. City Business:

1. Authorize the City Manager to execute the First Amendment to the contract between the City of Cocoa and PropLogix LLC for Lien Search Services, Mutually Agreed Upon Automatic Renewals. (2025-346). (Finance Director)
2. Consider the Donation Application for the Cocoa Youth Athletic Corporation for the Helmet Reconditioning & Certification in the amount of \$1,000. (2025-379). (Administrative Services Director)
3. Approve a Resolution Amending the FY 2025 Budget, BAF 25-061-A&T, to accept the donation of land from Walmart Stores East, LP, as outlined in the City of Cocoa Development Order. (2025-424). (Finance Director)

IX. Informational Agenda:

1. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-447). (Administrative Services Director)
2. Bi-Weekly Report for April 18, 2025-May 7, 2025. (2025-448). (City Manager)

X. Reports:

XI. Adjournment:

XII. Notice to the Public:

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CITY COUNCIL AGENDA ITEM

Memo Date: March 27, 2025
Agenda Date: May 13, 2025
File ID: 2025-270
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the March 4, 2025 Special City Council meeting minutes as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the March 4, 2025 Special City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Special Meeting of The City Council

March 4, 2025

A Special City Council Meeting was held on Tuesday, March 4, 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 4:59 p.m.

Fire Chief Lamm provided the invocation, and Police Chief Collier led the assembly in the Pledge of Allegiance.

The Assistant City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Councilmember (Arrived at 5:51pm)
	Alex Goins	Councilmember (Arrived at 5:07pm)
	Lorraine Koss	Councilmember
	Patricia Weeks	Deputy Mayor
	Anthony Garganese	City Attorney (Arrived at 5:18pm)
	Stockton Whitten	City Manager
	Breanna Earley	Assistant City Clerk

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Rebecca Bowman, Finance Director; Director; Jonathan Lamm, Fire Chief; Evander Collier, Police Chief; Charlene Neuterman, Community Development Director; Abigail Morgan, Public Works Director; Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Robert Beach, Chief Technology Officer; and Corbin Gilbert, Help Desk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Special Meeting of March 4, 2025. (2025-191).

- * **MOTION by Mayor Blake; Seconded by Councilmember Koss to take a 5-minute recess.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Koss

THE MOTION CARRIED UNANIMOUSLY (3-0)

Mayor Blake resumed the meeting after a 5-minute recess. Councilmember Goins arrived.

City Manager Whitten presented Resolution 2025-13 regarding the closing of Rockledge Hospital and expressing the City of Cocoa's concern and the impact it will have to Brevard County.

Mayor Blake stated his support for the resolution.

Councilmember Koss spoke about the layoffs of healthcare workers.

Deputy Mayor Weeks shared her concerns about the lack of beds in Brevard County for patients.

Mayor Blake spoke of his hope for a future hospital in the City of Cocoa.

City Manager Whitten spoke about the possibility of standalone emergency clinics.

- * **MOTION by Councilmember Koss; Seconded by Deputy Mayor Weeks to approve Resolution 2025-13.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. Special Meeting Topics¹:

1. Evaluation and Appraisal Review

City Manager Whitten shared a legislative bill summary with Council.

¹ Exhibit A – 03/04/2025 Special Council Meeting Presentation

Alexis Crespo, RVi Consulting, spoke about the City of Cocoa's Comprehensive Plan. She broke down the process and timeline and areas they would focus on, including future land use, transportation, housing, infrastructure, intergovernmental coordination, conservation, and capital improvements.

1. Financial Update

Ms. Bowman provided a financial update. She went over the assigned fund balance and general fund balance.

Ms. Bowman provided new money estimates to include:

- 3% Property Tax Increases
- 3% Fire Assessment
- 5% Utility/Stormwater Indirect Cost Allocation
- 10% ROI

The total estimated increase in revenue is \$1,711,097.

Ms. Bowman provided an estimate for the increase in expenses. This includes:

- General Fund Salaries
- 15.7% Medical Insurance
- 5% General Funds Utilities
- 5% General Fund Liability Insurance
- 5% General Fund Fuel

The total estimated expense increase is \$2,038,784.

City Manager Whitten spoke about the medical insurance increase.

Ms. Gemmati spoke about the City's broker putting a bid out to try to reduce the cost of the City's medical insurance. A factor to increased medical insurance costs is GLPs being used for weight loss.

2. City Council Priorities

City Manager Whitten discussed Federal Appropriations requests, to include the following:

1. SR 524 Widening
2. SR 501 Curve
3. Cocoa Brightline Station

4. IRD Septic to Sewer Conversion
5. Dr. Joe Lee Smith Community Healthcare Facility
6. Multi-Modal Regional Stormwater Facility and Park

City Manager Whitten spoke about Councilmember Goins' District 1 priorities:

1. RFP for 203 Orange Street
2. RFP for management of the Leon and Jewel Collins Museum of African American History and Culture
3. Allocate funds for future events and for future non-profits, \$30-\$50k per year
4. Allocate funds to upgrade and update City welcome signs on all four corners of the city
5. Allocate funds for landscape island inside of Virginia Park on Rosa L. Jones

Councilmember Goins wanted to highlight the management of the Leon and Jewel Collins Museum.

Further discussion on the museum was held.

- * **MOTION by Mayor Blake; Seconded by Councilmember Koss to put out a RFP for the management of the Leon and Jewel Museum of African American History and Culture with no allocated dollar amount.**

City Manager Whitten asked for clarification on the motion.

A discussion about museum volunteers and how other local museums operated took place.

- * **MOTION AMENDED by Councilmember Goins; Seconded by Councilmember Koss to place requests for letters of interest to manage the Leon and Jewel Museum of African American History and Culture on a volunteer basis.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilmember Goins spoke further about his other district 1 priorities.

City Manager Whitten went over the District 3 priorities:

1. Reduce the millage rate so taxes do not go up this year for homeowners
2. SR 524 entrance, parking lot and trailheads for the Cocoa Conservation area

3. Septic to sewer project
4. Beautify entrances to city
5. Widen Friday Road
6. Plan for a new fire station

Deputy Mayor Weeks discussed these priorities further.

Councilmember Hearn spoke about his District 2 priorities, including paving the neighborhood south of Dixon Boulevard and possibly acquiring two large properties that are not taken care of within District 2 for mixed-use development.

Councilmember Koss spoke about her District 4 priorities which include a police waterway vessel, adding high visibility crosswalks at Cambridge Elementary, adding acoustic padding to the gym at Travis Park Recreation Center, bus shelters at the Clearlake Isles area, beautifying the corridor Cocoa High School, septic to sewer, and hiring an assistant City Manager.

A discussion on an Assistant City Manager took place.

3. Public Comment

Aleck Greenwood, 640 Brevard Ave, Cocoa, spoke about what he's experienced with Council.

IV. Adjournment:

- * **MOTION by Mayor Blake; Seconded by Councilmember Hearn to adjourn the Special meeting of March 4, 2025.**

AYES: Blake, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:11 p.m.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk



City Council

FY 2026 Priorities and Planning

Special Meeting

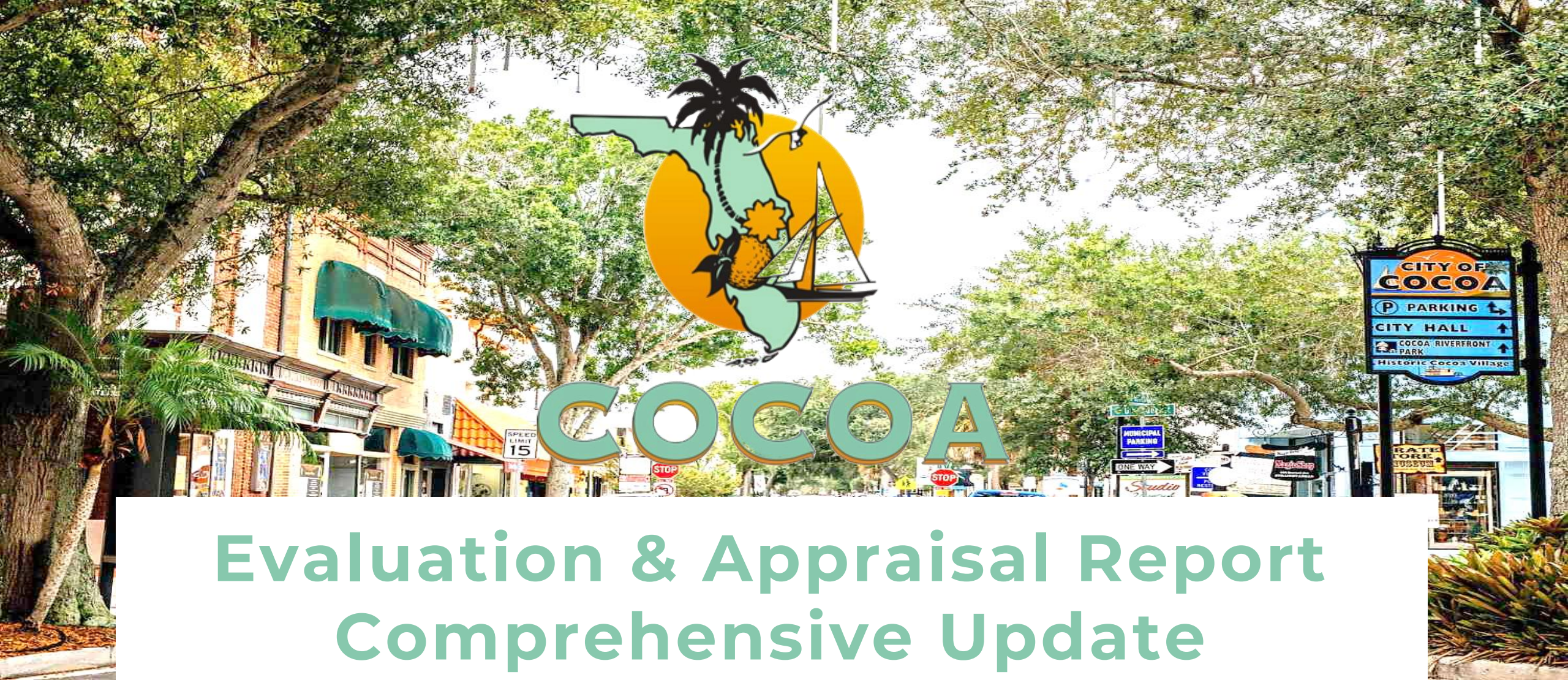
March 4, 2025



Agenda

1. Evaluation and Appraisal Review
2. Financial Update
3. City Council Priorities
4. Public Comment





Evaluation & Appraisal Report Comprehensive Update

Council Workshop
March 4, 2025

Comprehensive Plan Overview

- Long-range planning document required for each jurisdiction by the Community Planning Act (Ch. 163, Florida Statutes)
- Describes the City's Vision for the Future and translated this vision into policies, programs & public investments – The City's "Blueprint"
- Goals, Objectives & Policies to guide the physical development of the City
- Required and optional "Elements" or chapters
- More breadth and depth than your Strategic Plan
- Implemented by your Zoning Ordinance

Comprehensive Plan Framework



Future Land Use



Transportation



Housing



Infrastructure



Intergovernmental Coordination



Conservation, Recreation & Coastal Management



Capital Improvements

Comprehensive Plan Updates

- Current Comprehensive Plan was adopted in 2020
- Last Evaluation & Appraisal Report (EAR) conducted in 2019
- The EAR is a thorough evaluation of the Plan to ensure consistency with Florida Statutes
- Changes to State Law governing Comprehensive Plans since 2019

Phased Approach

- State-Mandated Amendments to fulfill statutory requirements such as concurrency, infrastructure/water quality directives, etc.
- State-Mandated amendment must be transmitted/sent to the State by October 2025
- If directed by Council, non-mandated “Optional” amendments can be prepared and processed with no deadline per the State

EAR Update Process/Timeline

- ✓ **Project Initiation / Background Research** (January - February 2025)
- **Assessment Report** (February – April 2025)
- **Draft Text & Map Amendments** (April – June 2025)
- **Finalize Text & Map Amendments** (July 2025)
- **Public Hearings** (August - September 2025)
- **DEO Review/Coordination** (October 2025)
- **Final Adoption Hearing** (November - December 2025)
-

Preliminary Assessment Overview

- ✓ **Demographic Changes**
- ✓ **Local Industry & Business Environment**
- ✓ **Vacant Land Availability / Build Out Analysis**
- ✓ **Available Housing Stock**
- ✓ **Infrastructure**
- ✓ **Inventory of Comprehensive Plan Amendment, Annexation, Text Changes**



Community Involvement Opportunities

1. Workshop/Project Kick-Off Presentation
2. Preliminary Assessment Report on City Website
3. Planning and Zoning Board Hearing
4. City Council Transmittal & Adoption Hearings



Thank you!



FINANCIAL UPDATE



General Fund – Assigned Fund Balance 2024

FY24 Assigned Fund Balance:	\$20,066,558
Train Station	\$5,000,000
SR 524 Design	4,300,000
Early Debt Repayment	3,000,000
ERP Software	3,000,000
Capital Equipment	2,304,058
Economic Incentives	750,000
Employee Recruitment	600,000
Cocoa Village Parking	575,000
Road Resurfacing	500,000
Sustainability Plan	37,500



General Fund Fund Balance 2024

Total Fund Balance:	\$56,706,247
Nonspendable	\$ 2,663,032
Restricted	\$67,000
Committed for Stabilization	\$13,000,000
Committed for Capital Reserve	\$500,000
Committed for Grants	\$ 191,757
Assigned Fund Balance	\$20,066,558
Unassigned Fund Balance	\$ 20,217,900



New Money (Estimates)



FY2026 Budget	
Property Tax Increase 3% (Current Millage)	\$363,000
Fire Assessment 3%	\$104,000
Utility/Stormwater Indirect Cost Allocation 5%	\$434,823
Utility Return on Investment (ROI) 10%	<u>\$809,274</u>
Estimated Increase in Revenue:	\$1,711,097

Increase in Expenses (Estimates)



FY2026 Budget	
General Fund Salaries (5 Unions and GF Staff)	\$1,207,892
General Fund Medical Insurance 15.7%	\$717,754
General Fund Utilities 5%	\$48,584
General Fund Liability Insurance 5%	\$44,554
General Fund Fuel 5%	<u>\$20,000</u>
Estimated Expense Increase	\$2,038,784

Estimated Shortfall (\$327,687)



CITY COUNCIL PRIORITIES



Federal Appropriations Requests

1. SR 524 Widening
2. SR 501 Curve
3. Cocoa Brightline Station Gateway Road
4. IRD Septic to Sewer Conversion
5. Dr. Joe Lee Smith Community Healthcare Facility
6. Multi-Modal Regional Stormwater Facility and Park



District 1

1. RFP for 203 Orange Street
2. RFP for management of the Leon and Jewel Collins Museum of African American History and Culture
3. Allocate funds for future events and for future non-profits, \$30-50k per year
4. Allocate funds to upgrade and update City welcome signs on all four corners of the city
5. Allocate funds for landscape island inside of Virginia Park on Rosa L. Jones



District 3

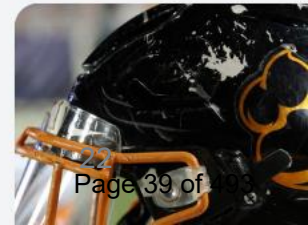
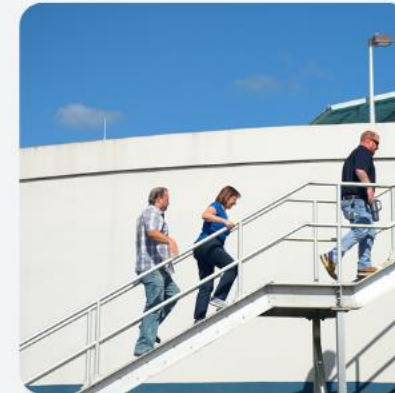
1. Reduce the millage rate so taxes do not go up this year for homeowners. I want them to stay the same as last year even though home prices went up.
2. SR 524 entrance, parking lot and trailhead with lots of signs to Cocoa Conservation area. Apply for grants that might help with improvements such as pavilion and bathrooms at the new entrance.



District 3

3. Septic to sewer project, time of essence with the half cent sales tax expiring in two years.
4. Beautify entrance to Cocoa at I-95, SR 520, SR 524, SR 528 and Industry Rd.
5. Widen Friday Rd. for all the new residents.
6. Plan for a new fire station.





CITY COUNCIL AGENDA ITEM

Memo Date: May 7, 2025
Agenda Date: May 13, 2025
File ID: 2025-446
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the March 18, 2025 Special 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 March 18, 2025 Special City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Special Meeting of The City Council

March 18, 2025

A Special City Council Meeting was held on Tuesday, March 18, 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.

Councilmember Hearn 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
	Patricia Weeks	Deputy Mayor (via phone)
	Alex Goins	Councilmember
	Lavander Hearn	Councilmember
	Lorraine Koss	Councilmember
	Kristin Eick	City Attorney (via phone)
	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; Jonathan Lamm, Fire Chief; Evander Collier, Police Chief; Jack Walsh, Utilities Director; Samantha Senger, Communications and Economic Development Director; Lorne Stinnett, Human

Resources Manager; Robert Beach, Chief Technology Officer; Jennifer Webster, Planner; and Corbin Gilbert, Jr. Systems Administrator.

II. Approval of Agenda and Minutes:

1. Agenda: Special Meeting of March 18, 2025. (2025-167).

* **MOTION by Councilmember Koss; Seconded by Councilmember Goins to approve the agenda for the Special City Council meeting of March 18, 2025 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: (a) Regular Meeting of January 28, 2025. (2025-168).

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Finance Professionals' Week Proclamation. (2025-178). (Finance Director).

Councilmember Hearn read the proclamation into the record.

2. Women's History Month Proclamation. (2025-226). (Deputy Mayor Weeks).

Councilmember Koss read the proclamation into the record.

IV. Delegations:

Aleck Greenwood, 640 Brevard Ave., Cocoa, spoke about the new security guard service that has started in downtown Melbourne. He shared an article with the 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)

- * **MOTION by Councilmember Koss; Seconded by Councilmember Goins to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

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)

The City Council submitted their voting ballot forms to the City Clerk.

The City Clerk tallied the vote and determined that the top ranked nominee is Russell Sengel and the second-place nominee is Joseph Bachand. As Joseph Bachand is already an Alternate member, the Council determined that Keith Wall will fulfill the 2nd Alternate member position.

- * **MOTION by Mayor Blake; Seconded by Councilmember Hearn to appoint Russell Sengel as a Regular member and Keith Wall as an Alternate member.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

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)

- * **MOTION by Mayor Blake; Seconded by Councilmember Goins to apply for a Phase 2 Construction 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; to approve Resolution #2025-020; and authorize the City Manager to Execute the Grant Application.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

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)

- * **MOTION by Mayor Blake; Seconded by Councilmember Hearn to 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.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

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)

- * **MOTION by Councilmember Koss; Seconded by Deputy Mayor Weeks to approve a contribution of \$1,216.00 for Major Abby Sweetwine's 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.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Direction regarding fluoridation of the Potable Water System. (2025-231). (City Manager)

Mayor Blake opened the discussion up to the audience.

Dr. Jane Benton, Merritt Island resident, shared that she is a doctor, parent and citizen. She talked about the importance of fluoride in the water and its benefits. She explained that fluoride can be safe at an appropriate level and serves as a benefit to dental and overall health. The removal of it may result in dental disease for those who cannot afford to see a dentist.

John Niland, 160 Sea Spray Lane, Orchid, FL, shared that he has been advocating for the removal of fluoride from drinking water for several years. He talked about HHS's determination that fluoride is a threat to human health. He talked about the dangers of adding fluoride to water and the dangers it poses to children. Additionally, several other cities have voted to remove fluoride from their drinking water and he hopes this Council will vote to do the same.

Dr. Mary Bruno, 1519 Clearlake Rd., Cocoa, shared that she is an educator at Eastern Florida State College and teaches a dental program there. She talked about the benefits of adding fluoride to water, particularly among children and lower income families to prevent tooth decay. She talked about a study that was done in Juno, Alaska in 2007. They removed fluoride from their drinking water and saw a significant increase in dental related procedures following its removal. She asked Council to consider voting in favor of it.

Erin Dady, 3163 Dunhill Dr., Cocoa, is a mother and wants to protect her children. She has done some research and feels that it poses a threat to her family and would like to ask Council to consider voting against it.

Dr. Gerry Bird, Rockledge resident, has lived in the area for many years, but talked about his hometown of Grand Rapids, Michigan, which is the first place to begin adding fluoride in water. He explained that unfortunately, over the last five to ten

years, several poorly conducted studies have come from other countries and are misleading. He believes that fluoride has many health benefits, especially for young people, and would like Council to consider voting in favor of it.

Michael Hosking, 5600 Porada Dr., Viera, and President of Brevard County Dental Society, is here to support water fluoridation. He talked about the importance of fluoride and pointed out that if the recommended levels of fluoride are followed, it is safe for consumption. He shared that their executive board held a meeting and while not everyone is in support of fluoride in drinking water, the majority was in favor of it.

Dr. Yoshita Patel Hosking, 5600 Porada Dr., Viera, talked about the importance of fluoride and the benefits of it for children. She shared that she is a mother and owns a dental office in Viera. She noted that every few months she receives a flyer from her children's school asking for basic hygiene items for donation because there are a lot of students who cannot afford these basic items. These items include toothbrushes and toothpaste. She encouraged Council to vote in favor of the fluoride to help prevent tooth decay and promote overall dental hygiene.

Susan Antoon, 1281 Florida Ave., Rockledge, talked about the benefits of fluoridation. Water fluoridation will affect so many people in such a positive way and will help the greater good. She noted that she is the oldest of six children and grew up drinking fluorinated water with her siblings. She added that she has never had a cavity and hopes Council will vote in favor of it.

Dr. Jim Antoon, 1281 Florida Ave., Rockledge, retired dentist and lifelong Brevard resident, talked about years of evidence that have proven the benefits of fluoride. He asked Council to base their decision on fact and not fear. He provided a list of organizations that are in support of healthy amounts of water fluoridation, and talked about several groups that are not in favor of it. He shared his work experience and feels that if fluoride is removed it will be detrimental, especially to children. He asked Council to consider voting in its favor.

Stel Bailey shared her background and what she advocates for. She spoke about the dangers of fluoride and asked Council to do their due diligence on the different types of fluoride before making a final decision.

Dr. Warren Edwards, Viera resident, is a practicing dentist of 47 years. In the early years of his career, he was very supportive of fluoridated water because that is how he was trained. When he began studying mercury, he began learning more about fluoride and its negative effects on the human body. He asked Council to

consider using the money they will save on fluoridation on overall public health instead.

Dr. Lexi Herbeck, Merritt Island resident, thanked everyone, regardless of their point of view, for participating in this conversation because it shows that they care. She noted that while the internet can be helpful at times, it can also appear as a sheep in wolf's clothing. She talked about the studies that have been done that are not in favor of water fluoridation and pointed out that none of those studies were conducted in the United States. She asked Council to consider voting in favor of it.

Angela McKnight, Satellite Beach resident, shared she is an orthodontist and asked Council to consider voting in favor of water fluoridation as it is a low-cost measure that positively affects many.

Caron McCullough, Melbourne resident, thanked Council for hearing public input. She shared several reasons why she does not believe fluoride is beneficial, and does not agree with mass medicating. Additionally, by fluoridating the water, the general public has no control over how much they do or do not receive in their drinking water. She asked Council to consider voting against it.

Dr. Gary Herbeck, Merritt Island resident, thanked Council for the opportunity to speak. He shared that his dental office is in Merritt Island and shared his credentials. He has spent many years reading over research, trying to determine what information is scientifically sound in regard to the benefits or negative side effects of fluoride. Over his many years of research, he determined that the articles that were published that were not in favor of fluoride were not entirely written based on scientifically proven data. He asked Council to vote in favor of water fluoridation.

Dr. Gail Isles, Rockledge resident, provided her analysis of the item this evening. She pointed out that she is in favor of water fluoridation, and talked about how much it costs to have the correct equipment to monitor the appropriate and safe levels of fluoride in the drinking water.

There being no further questions or comments, Mayor Blake closed the discussion to the public.

City Manager Whitten explained that staff is seeking direction from Council to either cease water fluoridation or purchase the equipment needed to safely monitor water fluoridation.

Councilmember Hearn shared that he is in favor of water fluoridation, however if there is a pushback from the State he does not want to spend the money on expensive equipment if they will ultimately demand that municipalities cease the addition of fluoride in the water. He added that he is willing to table this item until after the legislative session in Tallahassee to see what will happen.

Deputy Mayor Weeks shared that she is also in favor of fluoridating the water and has grown up drinking fluoridated water. She does not believe that it is a threat to human health at this time and is in favor of continuing it, however she is also not opposed to tabling the item if Council decides to do so.

Mr. Walsh clarified that when Cocoa fluoridated the water the levels were under the recommended amount, approximately 0.55 parts per million.

Mayor Blake shared that he is also in favor of fluoridated water. If people do not want to drink Cocoa water, they could alternatively drink bottled water.

Councilmember Koss thanked everyone for coming out and providing their input. She pointed out that several years ago Mr. Niland had come to Council to ask them to stop fluoridating the water. At that time, she was waiting for a ruling to come in, and now it has.

City Attorney Eick offered to provide some clarification. She presented the background of the ruling and explained the Court order.

Councilmember Koss shared that she is not opposed to tabling the item. She noted that bottled water and water filters can become expensive. She is aware that the optimal dosage of fluoride in drinking water is being reconsidered and would like to wait to see what the outcome of that will be before Council makes a decision.

Councilmember Goins stated that he is in favor of water fluoridation. He thanked everyone for coming to offer their input and for reaching out to Council with their comments and concerns. This issue has caused him to do a lot of research that he possibly may not have done before. He added that he is also not opposed to tabling the item tonight if Council would like to hold off on a decision.

- * **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to direct staff to continue the fluoridation capital project which will continue the practice of fluoridation of the potable water system by using 0.7 parts per million, with discussion.**

Councilmember Hearn reiterated that he is hesitant to move forward with committing such a large amount of money to this equipment if the State decides to ban it.

Deputy Mayor Weeks pointed out that this will take time and will not happen overnight. This vote will allow staff to move forward, however if anything changes then they can re-evaluate at that time.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn

NAYES: Koss

THE MOTION CARRIED (4-1)

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:

Ms. Senger spoke about three upcoming events on April 5th. Trash Bash with Keep Brevard Beautiful will kick off at 8am, and there will be an Arbor Day Plants Sale and a Book Sale in the Village beginning at 10am. Everyone can meet at Riverfront Park.

Chief Collier also shared that he is hosting a Chief's Breakfast from 7am-9am on April 29th at the Cocoa Civic Center.

Deputy Mayor Weeks shared that since she had to leave town so quickly and unexpectedly, she did not have time to prepare a report for this evening.

Councilmember Koss shared that she will be holding her community meeting next Tuesday at Orchid Lakes for anyone who is interested in attending.

Councilmember Goins shared photos from several events he recently attended. Councilmember Hearn also talked about events he's been able to attend over the last few weeks.

Mayor Blake also shared photos from several events he recently attended.

XI. Adjournment:

- * MOTION by Mayor Blake; Seconded by Councilmember Goins to adjourn the Special meeting of March 18, 2025.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:23 p.m.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: May 13, 2025
File ID: 2025-347
Prepared By: Frank Mirabito
Through: Abigail Morgan, Public Works Director
Requested Action: Proclaim the week of May 18, 2025 to May 24, 2025 as Public Works Appreciation Week.

BACKGROUND:

Public Works' Annual Appreciation Week

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Previously proclaimed by Council on May 14, 2024.

RECOMMENDED MOTION:

Proclaim the week of May 18, 2025 to May 24, 2025 as Public Works Appreciation Week.



PROCLAMATION

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of City of Cocoa; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in City of Cocoa to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association.

NOW THEREFORE, I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, do hereby proclaim the week May 18 – 24, 2025 as:

“National Public Works Week - People, Purpose, Presence”

and urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

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

Mayor

ATTEST:

City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: April 15, 2025
Agenda Date: May 13, 2025
File ID: 2025-356
Prepared By: Susan Lambert, Police Administrative Technician
Through: Evander Collier, Police Chief
Requested Action: Council approval for a Proclamation declaring May 11-17, 2025 as National Police week.

BACKGROUND:

In 1962, John F. Kennedy signed a proclamation which designated May 15 as Peace Officers Memorial Day and the week in which that date falls as National Police Memorial week.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Council approval for a Proclamation declaring May 11-17, 2025 as National Police week.



PROCLAMATION

***Whereas**, in 1962, President John F. Kennedy signed a proclamation which designated May 15 as Peace Officers Memorial Day and the week in which that date falls as National Police Memorial Week. Currently, tens of thousands of law enforcement officers from around the world converge on Washington, DC to participate in many planned events which honor those that have paid the ultimate sacrifice; and*

***Whereas**, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the City of Cocoa Police Department; and*

***Whereas**, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that the members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, by protecting the innocent against deception and the weak against oppression; and*

***Whereas**, the City of Cocoa honors the valor, service, and dedication of all Police Officers, and publicly recognizes the service of every one of the members of the City of Cocoa Police Department.*

***NOW, THEREFORE**, be it resolved that I, Mayor Michael C. Blake, on behalf of the City of Cocoa, do hereby proclaim May 11 - 17, 2025, as National Police Week in the City of Cocoa and urge all Citizens to publicly recognize the service of law enforcement officers in our community and communities across the nation.*

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

Mayor

ATTEST:

City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: April 16, 2025
Agenda Date: May 13, 2025
File ID: 2025-359
Prepared By: Samantha Senger, Communications & Economic Development Manager
Through: Stockton Whitten, City Manager
Requested Action: Presentation of the Trash Bash awards by Keep Brevard Beautiful

BACKGROUND:

Trash Bash was held on Saturday, April 5, 2025. The City of Cocoa had 303 volunteers that collected 84,148 pounds of trash.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Presentation of the Trash Bash awards by Keep Brevard Beautiful

CITY COUNCIL AGENDA ITEM

Memo Date: April 21, 2025
Agenda Date: May 13, 2025
File ID: 2025-371
Prepared By: Tiffany Bonadio, Fire Administrative Coordinator
Through: Jonathan Lamm, Fire Chief
Requested Action: Approve a Proclamation Recognizing EMS Week.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Proclamation Recognizing EMS Week.



PROCLAMATION

***WHEREAS,** emergency medical services are a vital public service; and*

***WHEREAS,** the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and*

***WHEREAS,** access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and*

***WHEREAS,** emergency medical services fill healthcare gaps by providing important, out-of-hospital care, including preventative medicine, follow-up care, and access to telemedicine; and*

***WHEREAS,** the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and*

***WHEREAS,** the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and*

***WHEREAS,** it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating the Emergency Medical Services Week.*

***NOW, THEREFORE,** I Mayor Michael C. Blake, Mayor of the City of Cocoa, Florida, do hereby proclaim the week of May 18 - 24, 2025, as **EMERGENCY MEDICAL SERVICES WEEK**. The 51st anniversary of EMS Week theme is **We Care. For Everyone**. I encourage the community to observe this week with appropriate programs, ceremonies, and activities in honor of the EMS profession and the essential service it provides.*

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 21st day of April 2025.

Mayor

ATTEST:

City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: May 12, 2025
Agenda Date: May 13, 2025
File ID: 2025-456
Prepared By: Monica Arsenault, City Clerk
Through:
Requested Action: Cocoa Police Foundation Presentation. No action required.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Public Safety/Community Standards
Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Cocoa Police Foundation Presentation. No action required.

CITY COUNCIL AGENDA ITEM

Memo Date: April 14, 2025
Agenda Date: May 13, 2025
File ID: 2025-348
Prepared By: Frank Mirabito
Through: Abigail Morgan, Public Works Director
Requested Action: Approve Kimley Horn Task Order # 2025-11 to Design and Permit London Ditch piping under the existing Continuing Services Agreement Q-23-01-COC in the amount of \$84,320. Approve BAF # 25-053-T.

BACKGROUND:

The City's drainage system comprises inlets, curbs, concrete and metal pipes, as well as open swales and ditches. London Ditch is currently an open ditch that flows east to west, generally south of London Boulevard and south Sherwood Circle. The piping of this ditch is the next project in the Stormwater Consultant's ten-year master plan. The piping of the ditch will make it safer and more efficient to maintain. This project will eliminate the washouts that occur in this area.

This project is in the pre-design phase and is pending the award of a design engineer.

City staff is requesting a task order be approved in accordance with the terms of an existing Continuing Services Agreement (CSA) for General Civil Engineering Services with Kimley-Horn and Associates, Inc., agreement # Q-23-01-COC-C2, in the amount of \$84,320.00 as proposed by the engineer.

The projected good faith estimate for construction is estimated at \$350,000.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? **Yes**

If not budgeted, is amendment / transfer attached? **Yes**

Source/Use of Funds

Account Number: 423-3570-538.63-00 Amount: \$84,320

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve Kimley Horn Task Order # 2025-11 to Design and Permit London Ditch piping under the existing Continuing Services Agreement Q-23-01-COC in the amount of \$84,320. Approve BAF # 25-053-T.

Task Order Request Form

P-Form 2021.09 Revised
07/14/2023

Civil Engineering

2025-11

Name of CSA (Continuing Service Agreement)

TASK ORDER NUMBER

Date: 04/09/25 City Bid Number: Q-23-01-COC AMOUNT: \$ 84,320.00

Vendor Name: Kimley Horn Quote/Proposal Number: 5

Dept. Number/Division Name: 3570 / Stormwater

Project Name: London Ditch Project Number: SW24LB

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

Survey, Design, and Permitting of London Ditch. This project will re-install approximately 2,300 linear feet of 48 inch ductile iron pipe with various structures.

Task 1 – Project Management \$3,495, Task 2 – Survey \$18,000, Task 3 – Hydrologic and Hydraulic Analysis \$8,005, Task 4 – Permit Plans \$15,000, Task 5 – SJRWMD Permitting \$13,020, Task 6 – Issue for Bid Plans \$12,000, Total Lump Sum Compensation \$69,520, Task 7 – Limited Construction Phase Services \$14,800, Total Cost Plus Max Compensation \$14,800

Design is Construction Related: ☒ YES ☐ NO ☐ N/A Good Faith Estimate of Construction Value: \$ 350,000.00
Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☒ NO ☐ N/A
Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Frank Mirabito Digitally signed by Frank Mirabito
Date: 2025.04.09 10:16:24 -04'00'

Requestor

Abigail Morgan Digitally signed by Abigail Morgan
Date: 2025.04.11 13:40:10 -04'00'

Department Director

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

Task Order : ☒ Approved ☐ Disapproved Refer to this Task # on all documentation: 2025-11
Council Approval Required: ☒ YES ☐ NO

Reason
Disapproved:

Brian Dale Digitally signed by Brian Dale
Date: 2025.04.24 15:57:50 -04'00'

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@cocoaf.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@cocoaf.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@cocoaf.org.
- 6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

City of Cocoa Task Order # 5 – London Blvd Ditch Piping

Describing a specific agreement between Kimley-Horn and Associates, Inc. (“Kimley-Horn”), and the City of Cocoa (“City”), in accordance with the terms of the Continuing Services Agreement (Q-23-01-COC-C2) dated March 30, 2023.

PROJECT UNDERSTANDING

The overall objective of the London Blvd Ditch Piping (the “Project”) is to replace the open ditch south of S Sherwood Circle from City of Cocoa Property (Parcel 24-35-13-01-P) to approximately 290 feet east of Winchester Drive with available city-owned 48” cast iron piping. Our project understanding is outlined below:

1. The City of Cocoa would like to increase stabilization and improve maintainability of the ditch south of S Sherwood Circle (“London Blvd Ditch”). See Figure 1 for approximate project location.
2. The project extents are from the junction box on the southwest corner of City Property, Parcel: 24-35-13-01-P to approximately 290 feet east of Westminster Drive. Ditch accepts runoff from the Sunoco Station to the south and from residential inflow along both the north and south banks which will need to be collected into the closed pipe network.
3. The City prefers that all trees on the north bank and all dead, dying, or invasive tree species on the south bank are removed during construction.
4. Pipe material recommendations will prioritize use of existing 48-inch Cast Iron Pipe (CIP) that is concrete-lined.

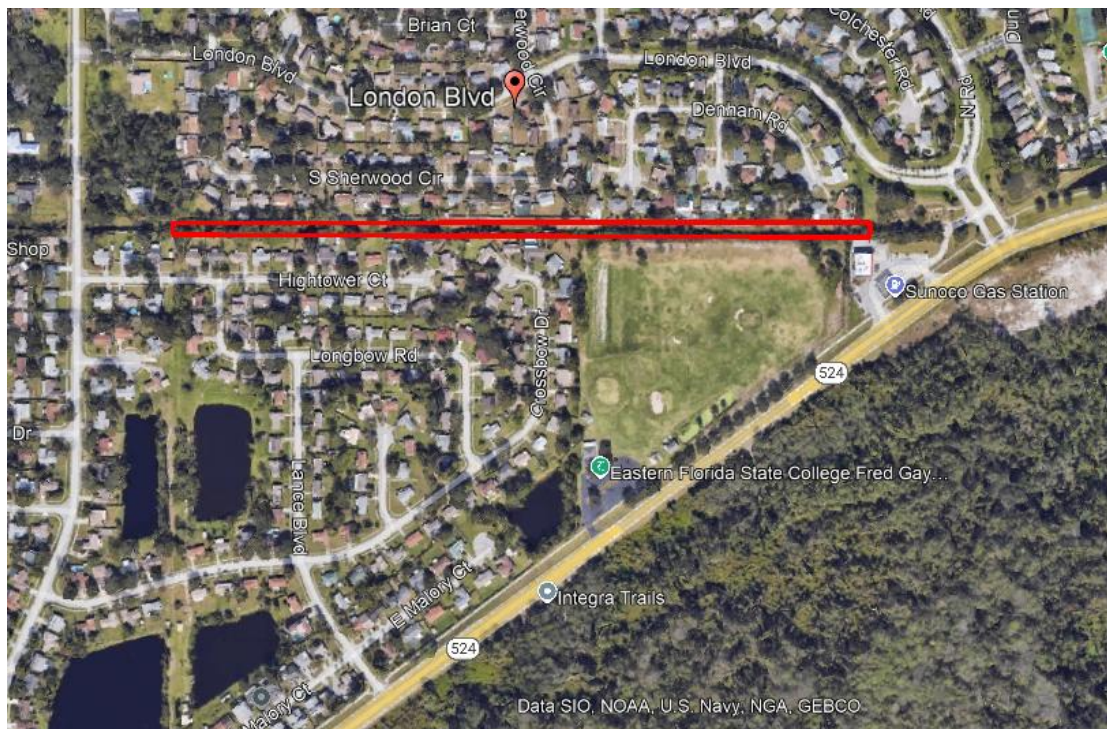


Figure 1 Project Location

SCOPE OF SERVICES

TASK 1 – Project Management

Kimley-Horn will perform project management and coordination services as outlined below:

- Coordination efforts with the surveyor subconsultant and geotechnical subconsultant on project deliverables, status, schedule and questions posed by the City.
- Attend up to one (1) virtual meeting with the City to discuss final deliverables provided.
- Project invoicing and accounting services to be provided by Kimley-Horn. This task assumes the project administration and clerical scope of work be performed over a period of 3 months.

-

TASK 2 – Survey

Kimley-Horn will engage a subconsultant to perform the following:

Preparation of a topographical survey. Topographical information along the ditch will be acquired which will include the following details:

- Jurisdictional line between City of Cocoa and Brevard County
- Structural inverts, pipe sizes, pipe material, grate elevation within the boundary shown below, including those under Westminster Drive.
- Cross sections every 10 ft along the ditch including toe of slope, top of bank, encountered water level and any other outlier inflection points,
- Location of Trees within project boundary



Figure 2 London Blvd Ditch Piping approximate project limits

Deliverables: Electronic files in CADD format as well as signed and sealed copy of topographic survey in PDF format, delivered electronically.

TASK 3 – Hydrologic and Hydraulic Analysis

Kimley-Horn will perform a hydrologic and hydraulic analysis of the existing conditions of the ditch including contributing drainage area, soils, surface roughness, and rainfall intensity.

Kimley-Horn will review available existing plans, as-builts, and SJRWMD permits for the contributing flow along the ditch, as seen in the image below from the City's Stormwater GIS.



Figure 1 Stormwater GIS for London Road Ditch Contributing Flows

Using the 25-year, 24-hour design storm as the level of service for design, Kimley-Horn will confirm whether the 48" piping proposed is sufficiently sized to fully contain the 25-year, 24-hour storm with a minimum of 1-foot of freeboard and non-erosive velocities. In the case where there are no SJRWMD permits or as-builts available infrastructure, Kimley-Horn will use City of Cocoa staff knowledge and Brevard County lidar to determine an assumed contributing drainage area for the incoming flow

Deliverables: Stormwater Memorandum summarizing results of the hydrologic and hydraulic analysis in PDF file format, delivered electronically, to be included in SJRWMD ERP Application Package.

TASK 4 – Permit Plans

Kimley-Horn will prepare permit plans and specifications reflecting the proposed model scenario model created in Task 3 for review by the City. Permit Plans in support of a SJRWMD ERP application will consist of the following:

- Cover Sheet
- General Notes
- Erosion Control and Demolition Plan & Details
- Grading and Drainage Plan
- Grading and Drainage Cross Sections & Details
- Surface Water Impact Map

All design drawings will be done in an AutoCAD Civil 3D 2024 or similar format and shall be at a legible scale for print reading and plan production.

Deliverables: Permit Plan Set and Preliminary Specification Package in PDF format delivered to City for Review. Kimley-Horn will address up to one (1) round of City comments on the Permit Plan Set for inclusion in SJRWMD ERP Application Package.

TASK 5 – SJRWMD Permitting

It is anticipated that the proposed improvements will require an SJRWMD Individual ERP. Kimley-Horn will coordinate and attend up to one (1) virtual pre-application meeting with SJRWMD ahead of the permit application submittal.

Kimley-Horn will complete Sections A, C, and E of the SJRWMD required forms for an SJRWMD Individual ERP. Kimley-Horn will prepare an electronic submittal of the SJRWMD Individual ERP Application Package using the SJRWMD e-permitting portal which shall include the following documents.

- Sections A, C, and E
 - o Section A to include appropriate Owner and Applicant Signatures to be completed by City
- Stormwater Memorandum (Completed in Task 2)
- Permit Plan Set (Completed in Task 3)
- Copy of Topographic Survey (Completed in Task 1)

This task includes a response to up to two (2) Request for Available Information (RAI) from SJRWMD. Any additional RAIs or meetings with SJRWMD will be considered additional services. All application fees shall be paid by the City.

Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the City. Kimley-Horn is not responsible for extending time limited entitlements or permits. Kimley-Horn can provide hourly additional services to file for extensions, if applicable, provided the City issues a direct written request for each requested entitlement, prior to the dates of expirations.

TASK 6 – Bid Phase Services

Kimley-Horn will perform the following bid phase services.

- A. "Permit Plans," will incorporate all comments from SJRWMD and the City to be progressed to "Issue for Bid Plans"
- B. "Preliminary Specifications Package" will be updated per City comments and progressed to "Issue for Bid Specifications Package"
- C. Kimley-Horn will prepare a final bid package to the City that incorporates Issue for Bid Plans and Issue for Bid Specifications Package .
- D. Kimley-Horn will attend one (1) pre-bid meeting with the City for the project.
- E. Kimley-Horn will respond to RAI's associated with the bidding of the project with the bidding contractors. The responses to RAI's during the bidding process will be billed hourly.
- F. Kimley-Horn will review the bids and bidder qualifications. Following the review, Kimley-Horn will prepare a written recommendation for the award of the construction contract.

Deliverables: Issue for Bid Plan set in PDF format delivered to City for Review. Kimley-Horn will address up to one (1) round of City comments for inclusion in the final Issue for Bid Plan set.

TASK 7 – Limited Construction Phase Services

Kimley-Horn will be available to provide construction phase services, as requested, for the following services:

- Attend one (1) Pre-Construction meeting with Contractor and County staff
- Attend two (2) 2-hour site visits coordinated with the Client and/or the Contractor
- Attend up to three (3) construction progress meetings during construction in-person or virtually, as requested by the Client and the Contractor.
- Review and reply to up to four (4) sets of shop drawing submittals for the improvements controlled by the construction documents. Kimley-Horn will review up to two revisions for each set of shop drawings submitted.
- Provide written responses to the Client for up to four (4) contractor Requests for Information (“RFI”)
- Review contractor pay requests. Final pay-application requests will be approved by the City
- Review of “as-built” documents, submitted by the General Contractor and certified by a registered surveyor, and assist with obtaining final inspections and Certifications of Completion
- Attend one (1) Final Walkthrough upon construction completion, as requested by City and Contractor
- Develop one (1) set of record drawing, as required, based on certified as-built information provided by contractor once approved by the City
- Submit As-Built Certification And Request for Conversion to Operation Phase to SJRWMD.

Kimley-Horn shall have no responsibility for any contractor’s means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall the Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant’s visits shall be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. This task does not include engineering inspection services. The Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor’s failure to perform their work in accordance with the contract documents.

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ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at Kimley-Horn's contracted hourly rates. Additional services we can provide include, but are not limited to, the following:

- Wetland Delineation or Permitting
- Environmental Species Surveys
- Permitting assistance with agencies other than SJRWMD
- Boundary or ALTA Surveying Services
- Structural engineering services
- Geotechnical engineering services.
- Any services not specifically noted in the above Scope of Services.

INFORMATION PROVIDED BY CITY

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- As-Builts of London Blvd neighborhood outfalls, If available
- Existing Utility As-builts
- City of Cocoa Stormwater GIS
- Signatures on permit application documents
- Payment of permit application fees

SCHEDULE

Kimley-Horn will provide the services as expeditiously as possible to meet a mutually agreed upon schedule.

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METHOD OF COMPENSATION

Task 1 – Project Management.....	\$3,500
Task 2 – Survey.....	\$18,000
Task 3 – Hydrologic and Hydraulic Analysis.....	\$8,000
Task 4 – Permit Plans.....	\$15,000
Task 5 – SJRWMD Permitting.....	\$13,000
Task 6 – Issue for Bid Plans.....	\$12,000
Total Lump Sum Compensation	\$69,500
Task 7 – Limited Construction Phase Services.....	\$14,800
Total Cost Plus Max Compensation	\$14,800

Services under this Work Order will be provided for a lump sum fee of **\$69,500** and a Cost Plus Maximum Not-to-Exceed fee of **\$14,800** in accordance with the terms and conditions of the Continuing Services Agreement between the City of Cocoa and Kimley-Horn, dated March 30, 2023.

Services provided under this Task Work Order will be invoiced on a monthly basis. All invoices will include a description of services provided.

In an effort to expedite invoices and reduce paper waste, Kimley-Horn submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to _____

ATTACHMENTS: Fee Table

ACCEPTED:

THE CITY OF COCOA, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY:_____

BY:_____

TITLE:_____

TITLE: _____

DATE:_____

DATE:_____

CONTINUING SERVICES AGREEMENT

General Civil Engineering

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 30th day of MARCH 2023, by and between the **City of Cocoa**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Kimley-Horn and Associates, Inc.**, a North Carolina corporation authorized to do business in Florida ("Engineer"), whose principal address is 421 Fayetteville Street, Suite 600, Raleigh, NC 27601.

WITNESSETH:

WHEREAS, City desires to obtain engineering, design, and permitting services from time to time on an as-needed, task oriented basis; and

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

WHEREAS, 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 one (1) 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:

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 Kimley Horn, a North Carolina 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 general civil engineering services. The Services shall include those identified in RFQ Q-23-01-COC, which is incorporated herein by this reference.

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 negligent performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by delays in Engineer 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. 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. Engineer shall be compensated on an hourly basis per the Engineer's then-current hourly rates.

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 or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, 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 published, applicable 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 in the same locality at the time the services are provided. 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 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 in effect as of the date of the Task Orders. 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 any 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 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 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 up to the date of termination 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.

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:

Kimley Horn and Associates, Inc.
Attention: Kinan Husainy, P.E.
7341 Office Park Place
Suite 102
Melbourne, Florida 32940
(321) 225-0642 Phone

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, 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, 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.

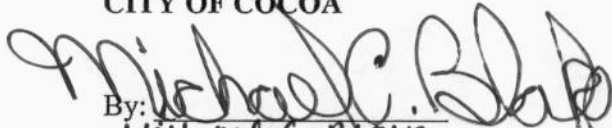
IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

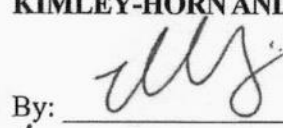
CITY:

ENGINEER:

CITY OF COCOA

KIMLEY-HORN AND ASSOCIATES, INC.

By: 

By: 

Michael C. Blake
Mayor

KINAN HUSAINY / VICE PRESIDENT

Print Name/Title 3/30/2023

Print Name/Title

ATTEST:



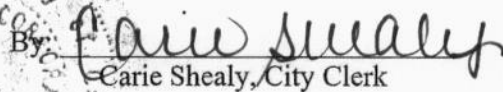
By: 
Carrie Shealy, City Clerk

EXHIBIT A
Engineer's Rate Schedule

Continuing Engineering Services Agreement
City of Cocoa / Kimley Horn



*City of Cocoa RFQ
Q-23-01-COC-C2*

**2023 PROFESSIONAL ENGINEERING SERVICES
BILLING RATES**

POSITION	HOURLY RATE
Senior Professional II	\$290.00
Senior Professional I	\$220.00
Professional	\$185.00
Analyst II	\$165.00
Analyst I	\$150.00
Senior Technical Support Staff	\$200.00
Technical Support Staff	\$135.00
Support Staff	\$90.00



4620 Lipscomb St NE, Suite 2
Palm Bay, FL 32905
321-914-3978

2023 Hourly Rate Schedule

Hourly Fee Schedule

Principal	\$160.00	Hour
Principal Surveyor	\$110.00	Hour
Professional Land Surveyor	\$95.00	Hour
Project Surveyor	\$85.00	Hour
Senior Field Representative	\$75.00	Hour
Senior CADD Technician	\$75.00	Hour
Technician	\$65.00	Hour
Field Representative	\$65.00	Hour
Survey Field Crew (2 man)	\$135.00	Hour
Survey Field Crew (3 man)	\$145.00	Hour
Clerical	\$50.00	Hour
Expert Witness Testimony	\$210.00	Hour
Court Appearances	\$210.00	Hour

HOURLY RATE SCHEDULE

Effective: August 9, 2022

Labor Categories

Expert Witness Depositions or Testifying in Court	\$300
Principal Engineer	\$240
Sr. Coastal Engineer	\$220
Project Manager/Engineer of Record	\$160
Engineer III	\$135
Engineer II	\$115
Engineer I	\$105
Senior Permit Specialist	\$140
Senior Coastal Ecologist	\$114
Coastal Management Specialist	\$116
Permit Specialist/CADD	\$105

Direct Expenses

Copies	\$.10/page
Mileage	\$.54/mile
Travel Expenses	Cost x 1.0
Subcontracted Expenses	Cost x 1.15
Other Direct Expenses	Cost x 1.15

Celebrating 35th Anniversary

Coastal • Engineering • Economics • Energy • Environmental • GIS • Planning • Transportation

Kimley-Horn
189 South Orange Ave. Suite
1000, Orlando, FL 32801
Kinan.Husainy@kimley-horn.com

Fee Schedule Effective 2023 - 2025
Geotechnical, Inspections and Materials Testing Services

Professional & Technical Services	
Special (Threshold) Engineer	\$130.00 per hour
Principal Engineer/ Scientist	\$175.00 per hour
Registered Senior Engineer/Scientist	\$125.00 per hour
Senior Project Engineer/Scientist	\$95.00 per hour
Project Engineer/Scientist	\$85.00 per hour
Staff Engineer/Scientist	\$75.00 per hour
Threshold Inspector's Agent	\$70.00 per hour
Environmental Technician	\$85.00 per hour
Senior Engineering Technician	\$60.00 per hour
Engineering Technician	\$50.00 per hour
Draftsman/CAD	\$60.00 per hour
Technical Secretary	\$50.00 per hour
Certified Weld Inspector	\$90.00 per hour
NDT Technician	\$120.00 per hour

Drilling Services	
Mobilization/Demobilization (lump sum)	\$750.00
Standard Penetration Test Boring (per foot 0-50)	\$16.50
Standard Penetration Test Boring (per foot 50-100)	\$17.50
Standard Penetration Test Boring (per foot 100+)	\$1900
Piezometer (each) requires auger boring or SPT boring	\$30.00
Auger Boring (per foot)	\$15.00
Permanent well (per foot)	\$65.00
Hand Clearing (per hour)	\$120.00
Thin Walled Tube Sampling (each)	\$120.00
South Florida Percolation Test	\$400.00
Double Ring Infiltrometer	\$500.00

Asphalt Testing Services	
Extraction/Gradation Test	\$175.00
Marshall, Stability and Flow	\$100.00
In Place Density Test	\$30.00
Asphalt Cores (6" d or 4" d) (per inch)	\$24.00
Asphalt Core density and thickness (each)	\$24.00
Asphalt Plant Inspector (hour)	\$70.00
Asphalt Field Inspector (hour)	\$70.00
Sample pickup (if no other work is performed on site) (hour)	\$50.00

Concrete Testing Services	
Concrete Compression Test (set of 3 or 4) includes 1 hour max on site time per set, travel, slump, and temperature test (sample pickup not included if special trip is necessary)	\$120.00
Concrete Technician (hour) for standby time, additional testing or monitoring in excess of 1 hour on site	\$50.00
Concrete coring (per inch)	\$24.00
Concrete cylinder compression test (each) In excess of 4 cylinders per set	\$14.00
Concrete core compression test (each)	\$20.00
Floor Flatness Test with F-Meter (each)	\$500.00
Coarse Aggregate Sieve test (each)	\$65.00
Fine Aggregate Sieve test (each)	\$55.00
Specific Gravity and Absorption test (each)	\$50.00
Sample pickup (if no other work is performed on site) (hour)	\$50.00
CTQP Level I Concrete Inspector (hour)	\$55.00
CTQP Level II Concrete Inspector (hour)	\$70.00
Inspector (hour) For Reinforcing steel inspection	\$70.00
Slab Moisture Emission Test Kit (each)	\$25.00



Soil Testing Services	
Standard or Modified Proctor Test (each)	\$120.00
Limerock Bearing Ratio (LBR) Test (each)	\$280.00
Atterberg Limits (each)	\$50.00
Wash 200 Sieve analysis (each)	\$40.00
Full Soil Sieve with Wash (each)	\$55.00
Florida Bearing Ratio (FBV) (each)	\$70.00
Carbonates test (each)	\$120.00
Organic Content test (each)	\$40.00
pH test (each)*	\$40.00
Triaxial Permeability Test (each)	\$500.00
Falling/Constant Head Permeability Test with wash 200 sieve (each)	\$200.00
LA Abrasion Test (each)*	\$300.00
CTQP Earthwork I/II Inspector (hour)	\$60.00
Senior Engineering Technician (hour)	\$60.00
Sample pickup (if no other work is performed on site) (hour)	\$50.00
In-Place Density test (each)	\$30
FDR Asphalt Emulsion Mix Design (wet and dry)	\$500
Soil Cement Mix Design	\$500

Miscellaneous Services	
Subcontractor Services	Cost plus 15%
Asbestos Survey for Single Family Residence	\$1200
Phase 1 ESA for Single Family Residence	\$2000
Lead Paint XRF Survey for Single Family Residence	\$1200

Richard E. Hoaglin

Richard E. Hoaglin, P.E.
Universal Engineering Sciences, Inc.
Regional Manager



EXHIBIT B
RFQ Q-23-01-COC

Continuing Engineering Services Agreement
City of Cocoa / Kimley Horn

EXHIBIT C
Engineer's Response to RFQ Q-23-01-COC

LONDON DITCH - COCOA



0 45 90 180 270 360
Feet

Legend

- | | |
|--|--------------|
| | Force Mains |
| | Water Type |
| | Water Mains |
| | 2" |
| | 4" |
| | 6" |
| | 8" |
| | 10" |
| | 12" |
| | 20-54" |
| | Gravity Main |
| | Cocoa |





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2024

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

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

PRODUCER Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 7702207699 E-MAIL ADDRESS: greylingcerts@greyling.com	FAX (A/C, No):
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	KIMLASS	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : National Union Fire Ins Co of Pittsburg		19445
INSURER B : Allied World Assurance Co (U.S.) Inc.		19489
INSURER C : New Hampshire Insurance Company		23841
INSURER D : Lloyd's of London		85202
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1876311138**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			GL5268169	4/1/2024	4/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 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 ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			03127930	4/1/2024	4/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WC015893685 (AOS) WC015893686 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
D	Professional Liability			B0146LDUSA2404949	4/1/2024	4/1/2025	Per Claim Aggregate 5,000,000 5,000,000

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

Re: RFQ Q-23-12-COC - Engineering Services for Design, Permitting, and Services During Construction for Utility Conveyance Systems Upgrades and Expansion. The City is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Cocoa
65 Stone Street
Cocoa FL 32922

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONTINUING SERVICES AGREEMENT

General Civil Engineering

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 30th day of MARCH 2023, by and between the **City of Cocoa**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Kimley-Horn and Associates, Inc.**, a North Carolina corporation authorized to do business in Florida ("Engineer"), whose principal address is 421 Fayetteville Street, Suite 600, Raleigh, NC 27601.

WITNESSETH:

WHEREAS, City desires to obtain engineering, design, and permitting services from time to time on an as-needed, task oriented basis; and

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

WHEREAS, 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 one (1) 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:

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 Kimley Horn, a North Carolina 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 general civil engineering services. The Services shall include those identified in RFQ Q-23-01-COC, which is incorporated herein by this reference.

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 negligent performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by delays in Engineer 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. 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. Engineer shall be compensated on an hourly basis per the Engineer's then-current hourly rates.

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 or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, 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 published, applicable 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 in the same locality at the time the services are provided. 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 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 in effect as of the date of the Task Orders. 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 any 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 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 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 up to the date of termination 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.

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:

Kimley Horn and Associates, Inc.
Attention: Kinan Husainy, P.E.
7341 Office Park Place
Suite 102
Melbourne, Florida 32940
(321) 225-0642 Phone

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, 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, 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:

ENGINEER:

CITY OF COCOA

KIMLEY-HORN AND ASSOCIATES, INC.

By: Michael C. Blake
Michael C. Blake
Mayor
Print Name/Title 3/30/2023

By: KINAN HUSAINY
KINAN HUSAINY / VICE PRESIDENT
Print Name/Title

ATTEST:

By: Carie Shealy
Carie Shealy, City Clerk

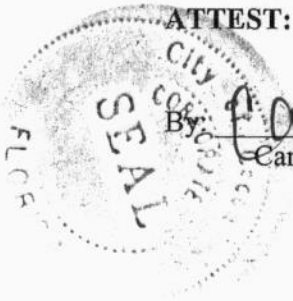


EXHIBIT A
Engineer's Rate Schedule

***City of Cocoa RFQ
Q-23-01-COC-C2***

***2023 PROFESSIONAL ENGINEERING SERVICES
BILLING RATES***

POSITION	HOURLY RATE
Senior Professional II	\$290.00
Senior Professional I	\$220.00
Professional	\$185.00
Analyst II	\$165.00
Analyst I	\$150.00
Senior Technical Support Staff	\$200.00
Technical Support Staff	\$135.00
Support Staff	\$90.00



4620 Lipscomb St NE, Suite 2
Palm Bay, FL 32905
321-914-3978

2023 Hourly Rate Schedule

Hourly Fee Schedule

Principal	\$160.00	Hour
Principal Surveyor	\$110.00	Hour
Professional Land Surveyor	\$95.00	Hour
Project Surveyor	\$85.00	Hour
Senior Field Representative	\$75.00	Hour
Senior CADD Technician	\$75.00	Hour
Technician	\$65.00	Hour
Field Representative	\$65.00	Hour
Survey Field Crew (2 man)	\$135.00	Hour
Survey Field Crew (3 man)	\$145.00	Hour
Clerical	\$50.00	Hour
Expert Witness Testimony	\$210.00	Hour
Court Appearances	\$210.00	Hour

HOURLY RATE SCHEDULE

Effective: August 9, 2022

Labor Categories

Expert Witness Depositions or Testifying in Court	\$300
Principal Engineer	\$240
Sr. Coastal Engineer	\$220
Project Manager/Engineer of Record	\$160
Engineer III	\$135
Engineer II	\$115
Engineer I	\$105
Senior Permit Specialist	\$140
Senior Coastal Ecologist	\$114
Coastal Management Specialist	\$116
Permit Specialist/CADD	\$105

Direct Expenses

Copies	\$.10/page
Mileage	\$.54/mile
Travel Expenses	Cost x 1.0
Subcontracted Expenses	Cost x 1.15
Other Direct Expenses	Cost x 1.15

Kimley-Horn
189 South Orange Ave. Suite
1000, Orlando, FL 32801
 Kinan.Husainy@kimley-horn.com

Fee Schedule Effective 2023 - 2025
Geotechnical, Inspections and Materials Testing Services

Professional & Technical Services	
Special (Threshold) Engineer	\$130.00 per hour
Principal Engineer/ Scientist	\$175.00 per hour
Registered Senior Engineer/Scientist	\$125.00 per hour
Senior Project Engineer/Scientist	\$95.00 per hour
Project Engineer/Scientist	\$85.00 per hour
Staff Engineer/Scientist	\$75.00 per hour
Threshold Inspector's Agent	\$70.00 per hour
Environmental Technician	\$85.00 per hour
Senior Engineering Technician	\$60.00 per hour
Engineering Technician	\$50.00 per hour
Draftsman/CAD	\$60.00 per hour
Technical Secretary	\$50.00 per hour
Certified Weld Inspector	\$90.00 per hour
NDT Technician	\$120.00 per hour

Drilling Services	
Mobilization/Demobilization (lump sum)	\$750.00
Standard Penetration Test Boring (per foot 0-50)	\$16.50
Standard Penetration Test Boring (per foot 50-100)	\$17.50
Standard Penetration Test Boring (per foot 100+)	\$1900
Piezometer (each) requires auger boring or SPT boring	\$30.00
Auger Boring (per foot)	\$15.00
Permanent well (per foot)	\$65.00
Hand Clearing (per hour)	\$120.00
Thin Walled Tube Sampling (each)	\$120.00
South Florida Percolation Test	\$400.00
Double Ring Infiltrometer	\$500.00

Asphalt Testing Services	
Extraction/Gradation Test	\$175.00
Marshall, Stability and Flow	\$100.00
In Place Density Test	\$30.00
Asphalt Cores (6" d or 4" d) (per inch)	\$24.00
Asphalt Core density and thickness (each)	\$24.00
Asphalt Plant Inspector (hour)	\$70.00
Asphalt Field Inspector (hour)	\$70.00
Sample pickup (if no other work is performed on site) (hour)	\$50.00

Concrete Testing Services	
Concrete Compression Test (set of 3 or 4) includes 1 hour max on site time per set, travel, slump, and temperature test (sample pickup not included if special trip is necessary)	\$120.00
Concrete Technician (hour) for standby time, additional testing or monitoring in excess of 1 hour on site	\$50.00
Concrete coring (per inch)	\$24.00
Concrete cylinder compression test (each) In excess of 4 cylinders per set	\$14.00
Concrete core compression test (each)	\$20.00
Floor Flatness Test with F-Meter (each)	\$500.00
Coarse Aggregate Sieve test (each)	\$65.00
Fine Aggregate Sieve test (each)	\$55.00
Specific Gravity and Absorption test (each)	\$50.00
Sample pickup (if no other work is performed on site) (hour)	\$50.00
CTQP Level I Concrete Inspector (hour)	\$55.00
CTQP Level II Concrete Inspector (hour)	\$70.00
Inspector (hour) For Reinforcing steel inspection	\$70.00
Slab Moisture Emission Test Kit (each)	\$25.00



Soil Testing Services	
Standard or Modified Proctor Test (each)	\$120.00
Limerock Bearing Ratio (LBR) Test (each)	\$280.00
Atterberg Limits (each)	\$50.00
Wash 200 Sieve analysis (each)	\$40.00
Full Soil Sieve with Wash (each)	\$55.00
Florida Bearing Ratio (FBV) (each)	\$70.00
Carbonates test (each)	\$120.00
Organic Content test (each)	\$40.00
pH test (each)*	\$40.00
Triaxial Permeability Test (each)	\$500.00
Falling/Constant Head Permeability Test with wash 200 sieve (each)	\$200.00
LA Abrasion Test (each)*	\$300.00
CTQP Earthwork I/II Inspector (hour)	\$60.00
Senior Engineering Technician (hour)	\$60.00
Sample pickup (if no other work is performed on site) (hour)	\$50.00
In-Place Density test (each)	\$30
FDR Asphalt Emulsion Mix Design (wet and dry)	\$500
Soil Cement Mix Design	\$500

Miscellaneous Services	
Subcontractor Services	Cost plus 15%
Asbestos Survey for Single Family Residence	\$1200
Phase 1 ESA for Single Family Residence	\$2000
Lead Paint XRF Survey for Single Family Residence	\$1200



Richard E. Hoaglin, P.E.
Universal Engineering Sciences, Inc.
Regional Manager



EXHIBIT B
RFQ Q-23-01-COC

EXHIBIT C
Engineer's Response to RFQ Q-23-01-COC



Tuesday, April 15, 2025

Continuing Service Agreement Track Sheet

Q-23-01-COC-C

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

Service Description: General Civil Engineering Services

Total Task Orders:	\$604,637.65
Paid:	\$388,883.63
Encumbered:	\$119,154.02

Department: Public Works

Start Date: 3/30/2023

Task Orders Issued: 14

End Date: 3/29/2026

Extensions 2

Contract #	Q-23-01-COC-C1	Vendor	Mead and Hunt Inc.	Expires	3/29/2026	\$332,377.15	\$254,472.85	\$76,904.30
Task Order	Task Details			Approved	Status	Task Order Amt.	Paid	Encumbered
2023-02	US1/Forrest Av. Stormwater Treatment Facility; Requested by JoAnna Zurinsky; Project # GR231F; PO/RQ#: 82087-47737; Notes: Emailed Task Order # to JoAnna [DK-07/11/2023] Emailed Task Order to Brian [DK-07/28/2023]			7/11/2023	Active	\$141,126.00	\$121,966.50	\$19,159.50
2023-03	Development Civil/Stormwater Review; Requested by JoAnna Zurinsky; PO/RQ#: 81273-46815; Notes: COI sent 4 times - email JoAnna [DK-07/27/2023] Proposal only lists lump sum, does not provide a detailed cost			8/7/2023	Completed	\$15,000.00	\$11,182.85	\$0.00
2023-03 LI	Liquidated \$3,817.15 per ICORF dated 10.4.24 from Kim R.				Completed	(\$2,817.15)	\$0.00	\$0.00
2023-04	NPDES MS4 Permit NOI Assistance; Requested by Shawny Chung; PO/RQ#: 81272-46844; Notes: Emailed Task Order # to Shawny [DK-08/02/2023] Emailed Task Order to Brian for Approval [DK-08/03/2023]			8/15/2023	Completed	\$15,710.00	\$13,088.30	\$0.00
2023-04 LI	Liquidated				Completed	(\$2,621.70)	\$0.00	\$0.00
2024-07	Lee Wenner Park Day Docks - Permitting Assistance; Requested by Shawny Chung; Project # GR2404; PO/RQ#: 82684-48316; Notes: Emailed Task Order # to Shawny (DK-05/30/2024) Emailed Task Order to Brian for Approval (DK-05/31/2024)			7/23/2024	Active	\$165,980.00	\$108,235.20	\$57,744.80

Contract #	Q-23-01-COC-C2	Vendor	Kimley-Horn and Associates, Inc.	Expires	3/29/2026	\$183,595.00	\$69,975.00	\$29,320.00
Task Order	Task Details			Approved	Status	Task Order Amt.	Paid	Encumbered
2024-05	Cocoa Brightline Station Grant; Requested by Shawny Chung; PO/RQ#: 82426-48207; Notes: Emailed Task Order # to Shawny (DK-04/11/2024) Emailed Task Order to Brian (DK-04/23/2024)			5/14/2024	Completed	\$62,835.00	\$62,835.00	\$0.00
2024-08	Banana River Tank Improvements; Requested by David Veloza; Project # WS18BR; PO/RQ#: 82658-48549; Notes: Emailed Task Order # to David (DK-06/06/2024) Emailed Task Order to Brian for Approval (DK-06/27/2024) (DK-			7/19/2024	Active	\$9,675.00	\$7,140.00	\$2,535.00
2025-09	Condition Assessment of the East Dock @ Lee Wenner Park; Requested by Shawny Chung; PO/RQ#: 83485-49535; Notes: Task Order # emailed to Shawny (DK-01/28/25) Task Order emailed to Brian for approval (DK-01/30/25)			1/29/2025	Active	\$6,540.00	\$0.00	\$6,540.00
2025-10	Cocoa Multimodal Station and Rail; Requested by Shawny Chung; Project # BLTS25; PO/RQ#: 83538-49622;			2/20/2025	Active	\$20,245.00	\$0.00	\$20,245.00
2025-11	London Ditch; Requested by Frank Mirabito Notes: Emailed Task Order # to Frank (DK-04/15/2025)				Pending	\$84,300.00	\$0.00	\$0.00

Contract #	Q-23-01-COC-C3	Vendor	EXP U.S. Services Inc.	Expires	3/29/2026	\$88,665.50	\$64,435.78	\$12,929.72
Task Order	Task Details			Approved	Status	Task Order Amt.	Paid	Encumbered
2023-01	SR 520 Booster Station Survey; Requested by John Perrin; PO/RQ#: 80931-46295; Notes: Emailed Task Order # to John Perrin [DK-04/13/2023] Emailed Task Order for Approval [DK-04/18/2023]			4/28/2023	Completed	\$2,420.00	\$2,420.00	\$0.00
2024-06	Vulnerability Assessment; Requested by Charlene Neuterman; Project # GR2405; PO/RQ#: 82638-48446; Notes: Emailed Task Order to Brian for approval (DK-06/05/2024) Emailed Task Order to City Manager on 06/06/2024)			6/6/2024	Active	\$74,945.50	\$62,015.78	\$12,929.72
2024-06.1	Vulnerability Assessment; Requested by Charlene Neuterman Notes: Charlene to reach out to vendor to get a breakdown by labor rates for the Proposal. (DK-02/21/25)				Pending	\$11,300.00	\$0.00	\$0.00

City of Cocoa Task Order # 5 – London Blvd Ditch Piping

Describing a specific agreement between Kimley-Horn and Associates, Inc. (“Kimley-Horn”), and the City of Cocoa (“City”), in accordance with the terms of the Continuing Services Agreement (Q-23-01-COC-C2) dated March 30, 2023.

PROJECT UNDERSTANDING

The overall objective of the London Blvd Ditch Piping (the “Project”) is to replace the open ditch south of S Sherwood Circle from City of Cocoa Property (Parcel 24-35-13-01-P) to approximately 290 feet east of Winchester Drive with available city-owned 48” cast iron piping. Our project understanding is outlined below:

1. The City of Cocoa would like to increase stabilization and improve maintainability of the ditch south of S Sherwood Circle (“London Blvd Ditch”). See Figure 1 for approximate project location.
2. The project extents are from the junction box on the southwest corner of City Property, Parcel: 24-35-13-01-P to approximately 290 feet east of Westminster Drive. Ditch accepts runoff from the Sunoco Station to the south and from residential inflow along both the north and south banks which will need to be collected into the closed pipe network.
3. The City prefers that all trees on the north bank and all dead, dying, or invasive tree species on the south bank are removed during construction.
4. Pipe material recommendations will prioritize use of existing 48-inch Cast Iron Pipe (CIP) that is concrete-lined.

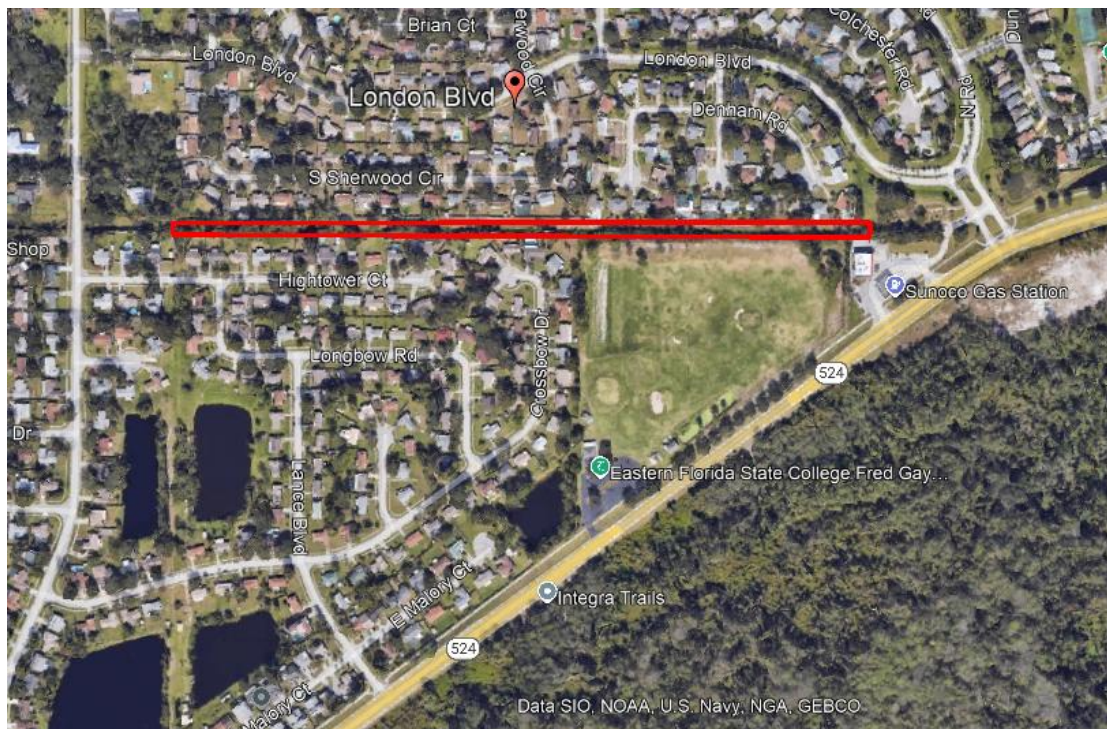


Figure 1 Project Location

SCOPE OF SERVICES

TASK 1 – Project Management

Kimley-Horn will perform project management and coordination services as outlined below:

- Coordination efforts with the surveyor subconsultant and geotechnical subconsultant on project deliverables, status, schedule and questions posed by the City.
- Attend up to one (1) virtual meeting with the City to discuss final deliverables provided.
- Project invoicing and accounting services to be provided by Kimley-Horn. This task assumes the project administration and clerical scope of work be performed over a period of 3 months.

-

TASK 2 – Survey

Kimley-Horn will engage a subconsultant to perform the following:

Preparation of a topographical survey. Topographical information along the ditch will be acquired which will include the following details:

- Jurisdictional line between City of Cocoa and Brevard County
- Structural inverts, pipe sizes, pipe material, grate elevation within the boundary shown below, including those under Westminster Drive.
- Cross sections every 10 ft along the ditch including toe of slope, top of bank, encountered water level and any other outlier inflection points,
- Location of Trees within project boundary



Figure 2 London Blvd Ditch Piping approximate project limits

Deliverables: Electronic files in CADD format as well as signed and sealed copy of topographic survey in PDF format, delivered electronically.

TASK 3 – Hydrologic and Hydraulic Analysis

Kimley-Horn will perform a hydrologic and hydraulic analysis of the existing conditions of the ditch including contributing drainage area, soils, surface roughness, and rainfall intensity.

Kimley-Horn will review available existing plans, as-builts, and SJRWMD permits for the contributing flow along the ditch, as seen in the image below from the City's Stormwater GIS.



Figure 1 Stormwater GIS for London Road Ditch Contributing Flows

Using the 25-year, 24-hour design storm as the level of service for design, Kimley-Horn will confirm whether the 48" piping proposed is sufficiently sized to fully contain the 25-year, 24-hour storm with a minimum of 1-foot of freeboard and non-erosive velocities. In the case where there are no SJRWMD permits or as-builts available infrastructure, Kimley-Horn will use City of Cocoa staff knowledge and Brevard County lidar to determine an assumed contributing drainage area for the incoming flow

Deliverables: Stormwater Memorandum summarizing results of the hydrologic and hydraulic analysis in PDF file format, delivered electronically, to be included in SJRWMD ERP Application Package.

TASK 4 – Permit Plans

Kimley-Horn will prepare permit plans and specifications reflecting the proposed model scenario model created in Task 3 for review by the City. Permit Plans in support of a SJRWMD ERP application will consist of the following:

- Cover Sheet
- General Notes
- Erosion Control and Demolition Plan & Details
- Grading and Drainage Plan
- Grading and Drainage Cross Sections & Details
- Surface Water Impact Map

All design drawings will be done in an AutoCAD Civil 3D 2024 or similar format and shall be at a legible scale for print reading and plan production.

Deliverables: Permit Plan Set and Preliminary Specification Package in PDF format delivered to City for Review. Kimley-Horn will address up to one (1) round of City comments on the Permit Plan Set for inclusion in SJRWMD ERP Application Package.

TASK 5 – SJRWMD Permitting

It is anticipated that the proposed improvements will require an SJRWMD Individual ERP. Kimley-Horn will coordinate and attend up to one (1) virtual pre-application meeting with SJRWMD ahead of the permit application submittal.

Kimley-Horn will complete Sections A, C, and E of the SJRWMD required forms for an SJRWMD Individual ERP. Kimley-Horn will prepare an electronic submittal of the SJRWMD Individual ERP Application Package using the SJRWMD e-permitting portal which shall include the following documents.

- Sections A, C, and E
 - o Section A to include appropriate Owner and Applicant Signatures to be completed by City
- Stormwater Memorandum (Completed in Task 2)
- Permit Plan Set (Completed in Task 3)
- Copy of Topographic Survey (Completed in Task 1)

This task includes a response to up to two (2) Request for Available Information (RAI) from SJRWMD. Any additional RAIs or meetings with SJRWMD will be considered additional services. All application fees shall be paid by the City.

Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the City. Kimley-Horn is not responsible for extending time limited entitlements or permits. Kimley-Horn can provide hourly additional services to file for extensions, if applicable, provided the City issues a direct written request for each requested entitlement, prior to the dates of expirations.

TASK 6 – Bid Phase Services

Kimley-Horn will perform the following bid phase services.

- A. "Permit Plans," will incorporate all comments from SJRWMD and the City to be progressed to "Issue for Bid Plans"
- B. "Preliminary Specifications Package" will be updated per City comments and progressed to "Issue for Bid Specifications Package"
- C. Kimley-Horn will prepare a final bid package to the City that incorporates Issue for Bid Plans and Issue for Bid Specifications Package .
- D. Kimley-Horn will attend one (1) pre-bid meeting with the City for the project.
- E. Kimley-Horn will respond to RAI's associated with the bidding of the project with the bidding contractors. The responses to RAI's during the bidding process will be billed hourly.
- F. Kimley-Horn will review the bids and bidder qualifications. Following the review, Kimley-Horn will prepare a written recommendation for the award of the construction contract.

Deliverables: Issue for Bid Plan set in PDF format delivered to City for Review. Kimley-Horn will address up to one (1) round of City comments for inclusion in the final Issue for Bid Plan set.

TASK 7 – Limited Construction Phase Services

Kimley-Horn will be available to provide construction phase services, as requested, for the following services:

- Attend one (1) Pre-Construction meeting with Contractor and County staff
- Attend two (2) 2-hour site visits coordinated with the Client and/or the Contractor
- Attend up to three (3) construction progress meetings during construction in-person or virtually, as requested by the Client and the Contractor.
- Review and reply to up to four (4) sets of shop drawing submittals for the improvements controlled by the construction documents. Kimley-Horn will review up to two revisions for each set of shop drawings submitted.
- Provide written responses to the Client for up to four (4) contractor Requests for Information (“RFI”)
- Review contractor pay requests. Final pay-application requests will be approved by the City
- Review of “as-built” documents, submitted by the General Contractor and certified by a registered surveyor, and assist with obtaining final inspections and Certifications of Completion
- Attend one (1) Final Walkthrough upon construction completion, as requested by City and Contractor
- Develop one (1) set of record drawing, as required, based on certified as-built information provided by contractor once approved by the City
- Submit As-Built Certification And Request for Conversion to Operation Phase to SJRWMD.

Kimley-Horn shall have no responsibility for any contractor’s means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall the Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant’s visits shall be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. This task does not include engineering inspection services. The Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor’s failure to perform their work in accordance with the contract documents.

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ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at Kimley-Horn's contracted hourly rates. Additional services we can provide include, but are not limited to, the following:

- Wetland Delineation or Permitting
- Environmental Species Surveys
- Permitting assistance with agencies other than SJRWMD
- Boundary or ALTA Surveying Services
- Structural engineering services
- Geotechnical engineering services.
- Any services not specifically noted in the above Scope of Services.

INFORMATION PROVIDED BY CITY

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- As-Builts of London Blvd neighborhood outfalls, If available
- Existing Utility As-builts
- City of Cocoa Stormwater GIS
- Signatures on permit application documents
- Payment of permit application fees

SCHEDULE

Kimley-Horn will provide the services as expeditiously as possible to meet a mutually agreed upon schedule.

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METHOD OF COMPENSATION

Task 1 – Project Management.....	\$3,495
Task 2 – Survey.....	\$18,000
Task 3 – Hydrologic and Hydraulic Analysis.....	\$8,005
Task 4 – Permit Plans.....	\$15,000
Task 5 – SJRWMD Permitting.....	\$13,020
Task 6 – Issue for Bid Plans.....	\$12,000
Total Lump Sum Compensation	\$69,520
Task 7 – Limited Construction Phase Services.....	\$14,800
Total Cost Plus Max Compensation	\$14,800

Services under this Work Order will be provided for a lump sum fee of **\$69,520** and a Cost Plus Maximum Not-to-Exceed fee of **\$14,800** in accordance with the terms and conditions of the Continuing Services Agreement between the City of Cocoa and Kimley-Horn, dated March 30, 2023. See Table A below, for cost breakdown.

Services provided under this Task Work Order will be invoiced on a monthly basis. All invoices will include a description of services provided.

In an effort to expedite invoices and reduce paper waste, Kimley-Horn submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to _____

ATTACHMENTS: Fee Table

ACCEPTED:

THE CITY OF COCOA, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

**TABLE A
COST ESTIMATE FOR SERVICES**

PROJECT: Task Order #5 - City of Cocoa London Blvd Ditch Piping
 CLIENT: City of Cocoa
 KHA PM: Mallory Clancy, P.E.

SHEET: 1 of 1
 DATE: 4/23/2025

		DIRECT LABOR (MAN-HOURS)									
		Senior Professional II	Senior Professional I	Professional	Analyst II	Analyst I	Senior Technical Support Staff	Technical Support Staff	Support Staff	MAN HOURS	SUB (\$)
TASK	DESCRIPTION	\$290.00	\$220.00	\$185.00	\$165.00	\$150.00	\$200.00	\$135.00	\$90.00		
1.0	Project Management										
		10.5							5	15.5	\$ 3,495
2.0	Survey (Sub-Consultant)										
											\$18,000
3.0	Hydrologic and Hydraulic Analysis										
		12.5			26				1	39.5	\$ 8,005
4.0	Permit Plans										
		18			40	20			2	80.0	\$ 15,000
5.0	SJRWMD Permitting										
		12			30	30			1	73.0	\$ 13,020
6.0	Issue for Bid Plans										
		18		12	26				3	59.0	\$ 12,000
Subtotals											\$ 18,000
LUMP SUM Fee		71	0	12	122	50	0	0	12	267.0	\$ 69,520
7.0	Limited Construction Phase Services										
		20		24		28			4	76.0	\$ 14,800
Subtotals											\$ -
COST-PLUS MAX Fee		20	0	24	0	28	0	0	4	76.0	\$ 14,800



City of Cocoa Budget Adjustment Form FY 25 - 053-T

SELECT ADJUSTMENT TYPE: Budget Transfer

REQUESTING DEPARTMENT #: 3570

DATE PREPARED: 4/8/25

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
(\$ 50,000)	423-3570-538.31-00		Professional Services			(\$ 50,000)	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
(\$ 50,000)	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 50,000	423-3570-538.63-00	SW24LB	Infrastructure			\$ 50,000	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 50,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Moving funding to cover the shortfall in the budget for design and permitting of the London Ditch Pipe Project. Agenda 2025-348.

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.

Frank Mirabito
Digitally signed by Frank Mirabito
Date: 2025.04.08 14:47:50 -04'00'

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.04.24 07:57:17 -04'00'

Requestor's Signature

Finance Approval Signature

Finance Director's Signature

Abigail Morgan
Digitally signed by Abigail Morgan
Date: 2025.04.08 17:59:32 -04'00'

Lora Howell
Digitally signed by Lora Howell
Date: 2025.04.30 10:41:47 -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: April 28, 2025
Agenda Date: May 13, 2025
File ID: 2025-410
Prepared By: Susan Lambert, Police Administrative Technician
Through: Evander Collier, Police Chief
Requested Action: Approve construction agreement with Ovation Construction Inc. piggybacking Sourcewell Contract FL-R4-GC-092524-OCC in the amount of \$109,184.08 for the Police Department Bathroom Room Renovations. Approve BAF#25-059-T.

BACKGROUND:

The Police Department locker room facilities are in need of renovations. The renovations will include replacement of the showers, toilets, sinks, countertops, hand dryers, benches, flooring, ceiling tiles, and painting within both the male and female locker rooms. The Second Floor Mens Room will also be renovated with new toilets, fixtures, and flooring.

The Police Department allocated funds for the locker room and bathroom renovations in the FY2025 budget. However, after conducting a thorough walk-through and obtaining cost estimates, it was determined that the scope of the project exceeded the budgeted amount. Given the complexity and scale of the renovations, the project will be phased out over two fiscal years. The upstairs bathrooms, located outside the training room and across from the Special Investigations Unit, are scheduled for completion in FY2026.

Construction will be completed by Ovation Construction, Inc. utilizing a competitively awarded Indefinite Duration Indefinite Quantity (IDIQ) Sourcewell cooperative contract FL-R4-GC-092524-OCC. Construction costs are prepared by IDIQ vendors using Gordian price books as a basis for establishing unit prices for various construction tasks and materials. Gordian, a construction technology and data provider, provides comprehensive construction cost data and software, and their price books are developed through extensive research of local labor, material, and equipment costs. IDIQ vendors then bid on adjustment factors, which are multipliers applied to the prices in the Gordian book to account for their overhead, profit, and specific project conditions. The estimated cost of this work is \$109,184.08. Staff recommends approval of the construction agreement piggybacking this contract.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? Partially.

BAF 25-059-T

<u>Account</u>	<u>Amount</u>
001-2100-521.46-03	(\$149)
001-2100-521.46-02	(\$85,000)
001-2100-521.46-02	(\$5,308)
001-2100-521.46-02	\$59,182 PD24LR
001-2100-521.62-00	\$31,275 PD24LR

Total Budget Transfer \$90,457

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve construction agreement with Ovation Construction Inc. piggybacking Sourcewell Contract FL-R4-GC-092524-OCC in the amount of \$109,184.08 for the Police Department Bathroom Room Renovations. Approve BAF#25-059-T.

CONSTRUCTION AGREEMENT
COCOA POLICE DEPARTMENT BATHROOM RENOVATIONS
FL-R4-GC-092524-OCC-PDBR

THIS CONSTRUCTION RIDER AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2025, between the **CITY OF COCOA**, a Florida municipal corporation (“City” or “Owner”) and **Ovation Construction, Inc.**, authorized to transact business in the State of Florida, with principal offices located at 361 S. Central Avenue, Oviedo, FL 32765, (“Contractor”). The City and the Contractor agree as follows:

1. The Purchasing Policies of the City of Cocoa allow for “piggybacking”. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Contractor has entered into a contract with Sourcewell, a public agency in the state of Minnesota, and said contract being identified as: FL-R4-GC-092524-OCC (said original contract being referred to as the “**Original Government Contract**”).

2. The Original Government Contract, including all associated Addenda, Appendices, Exhibits and Attachments, including Contractor’s Bid Submittal, as included in the Original Government Contract, is incorporated herein by reference and is attached as **Exhibit “1”** to this Agreement. All of the terms and conditions set forth in the Original Government Contract (Exhibit “1”) are fully binding on the parties and said terms and conditions are incorporated herein except to the extent expressly modified herein.

3. Notwithstanding the requirements that the Original Government Contract is fully binding on the parties, the parties have agreed to modify certain provisions of the Original Government Contract as applied to this Agreement between the Contractor and the City of Cocoa, as follows:

A) Notwithstanding anything in Exhibit “1” to the contrary, the following terms shall be substituted throughout the Original Government Contract: Sourcewell = City of Cocoa; State of Minnesota Code = Code of the City of Cocoa. Further, references to specifically identified State of Minnesota Codes, policies and procedures shall refer to similar and substantively equivalent Cocoa Codes, policies and procedures, if any.

B) **Scope of Services.** Pursuant to Section 1 of the Original Government Contract, the City and Contractor agree that the scope of services to be performed by Contractor under this Agreement is identified in **Exhibit 2** WOP/Quote # 138080, and Exhibit 2 shall constitute a Work Order or Task Order.

C) **Order of Precedence.** Notwithstanding anything in the Original Government Contract to the contrary, in case of any inconsistency in any of the documents bearing on the Agreement between

the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

- i. Change Orders
- ii. Construction Rider
- iii. Original Government Contract # **FL-R4-GC-092524-OCC**, Exhibits and Addenda
- iv. Supplemental Terms and Conditions
- v. General Terms and Conditions
- vi. Engineering Plans and Drawings, if any
- vii. IFB # 092524 for IDIQ General Construction issued by Sourcewell, dated September 25, 2024, including any subsequently issued Addenda
- viii. Contractor's Quote
- ix. Punchlist

D) **Contract Time.** Notwithstanding anything in Exhibit "1" to the contrary, the term of this Agreement with the City of Cocoa shall take effect on the date of its execution by the City and Contractor and continue until the Project has been completed and accepted by the City. The Contract Time shall begin to run upon the OWNER's issuance of the Notice to Proceed. The CONTRACTOR shall sign the Notice to Proceed and deliver it to the Owner's Project Manager.

- i. *Substantial Completion.* The Work shall be substantially completed within Sixty-Five Days (65) calendar days after the date when the Contract Time begins to run.

The date of Substantial Completion of the Work is the date certified in writing by the OWNER when (1) construction is sufficiently complete, in accordance with the contract documents, so the OWNER can occupy or utilize the work for its intended purpose, as expressed by the contract documents, and (2) any additional project-specific requirements or milestones for "Substantial Completion" identified in the general, special, or technical conditions or construction plans have been satisfied.

- ii. *Punchlist Creation and Acceptance.* No more than ten (10) calendar days following Substantial Completion, the CONTRACTOR shall provide to OWNER a draft Punchlist detailing the remaining items and estimated cost of each required to render the Work complete, satisfactory, and acceptable. OWNER shall review the draft Punchlist and provide any comments to the CONTRACTOR. The OWNER and CONTRACTOR shall cooperate in the development of the Punchlist regarding both the items to be included and the estimated cost of each. The OWNER shall approve a final Punchlist within 30

Construction Rider
City of Cocoa and City of Cocoa and Ovation Construction, Inc.
Cocoa Police Department Bathroom Renovations

Page 2 of 12

Template Approved September 2023

calendar days of Substantial Completion for projects costing less than or equal to \$10 million or 45 calendar days of Substantial Completion for projects costing over \$10 million.

OWNER shall deliver a final approved Punchlist to CONTRACTOR no more than 5 calendar days following final approval of the Punchlist.

If the CONTRACTOR fails to coordinate with the OWNER to create a Punchlist and the OWNER has given the CONTRACTOR written notice of the failure, then the OWNER may withhold 150 percent of the estimated costs required to complete the items the OWNER intended to include on the Punchlist, without input from the CONTRACTOR, and shall deliver the Punchlist within the time period in this subsection. The failure to include any corrective work or pending items not yet completed on the Punchlist does not alter the responsibility of the CONTRACTOR to complete all the Work purchased under this Agreement.

- iii. *Final Completion.* The Work shall be finally completed, ready for Final Payment within thirty (30) calendar days after the date of delivery of the final, approved Punchlist, which shall be at least thirty (30) calendar days following the delivery of the final approved Punchlist.
- iv. *Adverse Weather Conditions.* The parties acknowledge that the Contract Time provided in this subsection includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

E) **Liquidated Damages.** OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Subsection D) above, plus any extensions thereof allowed in accordance with this Agreement. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$200 for each calendar day that expires after the time specified in Subsection D) for substantial completion until the work is substantially complete and \$100.00 for each calendar day that expires after the time specified in Subsection D) for final completion until the work is finally complete. The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work. This provision binds Contractor's performance bond surety.

F) **Contract Price.** The OWNER will pay the CONTRACTOR in current funds for the performance of the work in accordance with the Contract Documents, subject to additions and deductions

approved by Change Order, the Total Contract Price of **One-Hundred-Nine Thousand One-Hundred-Eight-Four Dollars and Eight Cents (\$109,184.08)**, which is consistent with the Original Government Contract and as provided in the Quote attached hereto as **Exhibit 2**. CONTRACTOR agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) performance of the Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

Payments will be made to the CONTRACTOR for actual quantities installed on the basis of the Schedule of Unit Prices included in the Original Government Contract. Where the Contract Documents provide for Unit Price Work, the Contract Price stated in the Agreement will include for all Unit Price Work an amount equal to the sum of the Unit Prices for each item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

Notwithstanding anything in Exhibit "1" to the contrary, invoices shall be submitted, referencing this Agreement and any Purchase Order to:

City of Cocoa
Finance Department
65 Stone Street
Cocoa, FL 32922

By email to accountspayable@cocoaf1.org.

G) **Indemnification.** Notwithstanding anything in Exhibit "1" to the contrary, the Contractor shall indemnify, defend, and hold harmless the City, its City Commission members, employees, representatives, and attorneys from and against all claims, suits, actions, damages, losses, expenses, and/or causes of action including, but not limited to, economic loss, reasonable attorneys' fees, and expenses, arising out of, or in connection with this Agreement, provided that any such claims, suits, action, damages, losses, expenses, and or causes of action (1) is attributable to any person(s) claiming personal injury, bodily injury, sickness, disease, or death; or damage to tangible property, including loss or use; and (2) is caused or incurred in whole or in part by Contractor or any of its subcontractors, agents, or anyone directly or indirectly employed by Contractor, subcontractor, agents, regardless if caused in part by the City. This indemnification shall not apply to any claims, suits, actions, damages, losses, expenses, and/or a cause of action, arising from the City's sole gross negligence or intentional misconduct. For purposes of Contractor's indemnification obligation only, Contractor shall indemnify the City for claims made by the employees of Contractor against the City, and Contractor hereby waives its entitlement, if any, to

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immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties. This paragraph shall survive the termination of this Agreement.

H) **Force Majeure.** Notwithstanding anything in Exhibit “1” to the contrary, 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 (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER '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.

I) **Progress Payments.** Notwithstanding anything in Exhibit “1” to the contrary, no payments shall be made where a Payment and Performance Bond is required herein until OWNER receives a certified copy of the recorded Bond. OWNER shall make progress payments on account of the contract price to CONTRACTOR, on the basis of application for payments submitted to the OWNER or OWNER's Project Manager, by CONTRACTOR as the work progresses, and in accordance with the Contract Documents. By submitting each request for a progress payment, the CONTRACTOR certifies, to the best of its knowledge and belief, that: (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract; (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment requested, in accordance with subcontract agreements; (3) The request is made in good faith and is a true and accurate accounting of the work performed and materials supplied; and (4) The representative signing the request for a progress payment is authorized to certify the request on behalf of the CONTRACTOR. Progress payments may be submitted no more frequently than monthly or, alternatively, in accordance with the following schedule:

In addition to any other reason provided in Exhibit “1”, Progress payments may be withheld if:

- i. Work is found defective and not remedied;
- ii. CONTRACTOR does not provide consent of surety with each payment application;
- iii. Another contractor is damaged by an act for which CONTRACTOR is responsible; or
- iv. In the opinion of the OWNER that CONTRACTOR's work is not progressing satisfactorily.

OWNER herein (____) designates or (___X___) does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted,

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except for any portion of the payment request or invoice that is fraudulent or misleading. If an agent need not approve the payment request or invoice submitted by CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. If OWNER disputes a portion of a payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

~~If the OWNER designated an agent to approve any payment requests before submitted to the OWNER for payment above, the OWNER further hereby identifies _____, Attn: _____, as the agent that must approve payment requests prior to their submission to OWNER.~~

J) **Change Orders.** Notwithstanding anything in Exhibit "1" to the contrary, the OWNER, by written change order and without invalidating the Agreement, may order, or at the request of Contractor approve, extra Work or make changes by altering, adding to, or deducting from the Work, the contract sum being adjusted accordingly. Additional time required for any change in Work must be included with the requested Change Order. The CONTRACTOR'S exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the OWNER or the OWNER's agent and claims based on breach of contract or negligence, shall be a claim for an extension of the scheduled construction time.

In giving instructions, the City's Project Manager will have authority to make minor changes in the Work, not involving extra cost or time, and not inconsistent with the purpose of the Work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless it goes through the City's written Change Order process and is approved by the City, and no claim for an addition to the contract sum or time will be valid unless so ordered in writing.

The value of any such extra Work or change will be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum.
2. By unit prices named in the contract or subsequently agreed upon.
3. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the CONTRACTOR, provided it receives an order as above, shall proceed with the work. In such case and also under case (3) above, the CONTRACTOR shall keep and present in such form as the City's Project Manager may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the City's Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the CONTRACTOR. Pending final determination of value, payments on account of changes will be made on the City's Project Manager's estimate. Furthermore, if the CONTRACTOR claims that any instructions by drawings or otherwise involve extra cost under the Contract Documents, it shall give the City written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided above under this

section. Claims will not be processed unless filed in writing before any work has commenced. In addition, if the City's Project Manager deems it inexpedient to correct work injured or done not in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made therefor by Change Order.

K) **Final Payment.** Notwithstanding anything in Exhibit "1" to the contrary, OWNER shall withhold up to 5% of the Contract Price until the date of Substantial Completion, in accordance with the Local Government Prompt Payment Act ("Act"). As provided in Subsection D) above, within 10 calendar days of Substantial Completion, the CONTRACTOR shall create and deliver to OWNER a draft Punchlist detailing Work which must still be completed to reach Final Completion under the terms of this Agreement, and the estimated cost to complete each item. Within thirty (30) calendar days of Substantial Completion for projects with a cost of \$10 million or less or within forty-five (45) calendar days of Substantial Completion for projects with a cost of over \$10 million, the OWNER shall approve a finalized Punchlist. As provided above, the OWNER and CONTRACTOR shall coordinate and cooperate in the development of the final Punchlist. Within 5 calendar days of OWNER finalizing and approving the Punchlist, the OWNER shall deliver the final approved Punchlist to CONTRACTOR.

Within 20 calendar days of the delivery of the final approved Punchlist, and only upon receipt of a proper invoice or payment request from CONTRACTOR, OWNER shall pay to CONTRACTOR the remaining contract balance, including all retainage previously withheld, less an amount equal to 150 % of the estimated cost to complete the items on the Punchlist, except as provided herein. Should no Punchlist be created within the thirty or forty-five day timeframe, as applicable, because of the failure of CONTRACTOR to cooperate with OWNER, OWNER shall pay to CONTRACTOR the remaining contract balance, including all retainage previously withheld, less an amount equal to 150 % of the estimated cost to complete the items on the Punchlist as determined solely by the OWNER.

CONTRACTOR may submit a proper invoice or payment request for the amount of retainage held to complete the Punchlist items only once all Punchlist items have been completed to the satisfaction of the OWNER. OWNER may continue to withhold retainage if a good faith dispute exists as to whether one or more Punchlist items has been completed in accordance with the terms of this Agreement up to 150% of the total costs to complete those items in dispute.

The date of Final Completion shall be no less than 30 days following delivery of the final approved Punchlist to CONTRACTOR.

The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. The Final Completion Certificate shall be issued upon completion of all remaining Punchlist items. Consent of surety is required for final payment. OWNER shall make final payment to CONTRACTOR within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until CONTRACTOR has delivered to OWNER all close-out documentation.

L) **Notices.** Notwithstanding anything in Exhibit "1" to the contrary, Notices to the City shall be delivered to:

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City Manager
City of Cocoa, Florida
65 Stone Street
Cocoa, FL 32922

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.

M) **Public Records.** Notwithstanding anything in Exhibit "1" to the contrary, if Contractor fails to comply with Section 119.0701, 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 Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Contractor's failure to comply with this Article.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City Clerk, City of Cocoa, 65 Stone Street, Cocoa, FL 32922, cityclerk@cocoafl.org or 321-433-8484.

N) **Project Manager.** The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Gary Palmer by email gpalmer@cocoafl.gov or his authorized representative is the OWNER's Project Manager during the entire period of construction. The OWNER (CITY) may change the Project Manager during the term of this contract.

O) **Guarantee.** Notwithstanding anything in Exhibit "1" to the contrary, the CONTRACTOR hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the OWNER any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant

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to applicable law. Furthermore, CONTRACTOR will provide written guarantee for work and materials for one (1) calendar year after acceptance by OWNER. The one (1) period is not a limitation upon manufacturer warranties or CONTRACTOR's payment and performance Bond(s). To the extent that greater guarantees or warranties are provided in Exhibit "1", such guarantees or warranties shall supersede this Subsection.

P) **Miscellaneous.** Notwithstanding anything to the contrary in Exhibit "1", the following provisions are added to the Agreement:

i. **Sovereign Immunity.** 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. Contractor 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.

ii. **Attorney's Fees.** Unless otherwise expressly provided in this Piggyback Rider, should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal. This provision does not apply to Contractor's surety.

iii. ~~**Performance and Payment Bond.** A performance and payment bond shall be required for this Piggyback Rider in the Form attached hereto as Exhibit "3."~~ **RESERVED**

iv. **Governing Law and Venue.** This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be BREVARD County, Florida. Venue for any federal action or litigation shall be in the Middle District of Florida, Orlando Division. The Contractor's surety is bound by this provision.

v. **Mediation.** The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for BREVARD County, Florida. The Contractor's surety is bound by this provision.

vi. **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. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor 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 City Contractor 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 City Contractor utilizes Subcontractors the following shall apply:

- a. Contractor 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. Contractor 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. Contractor 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, authorized representatives of the CITY and the CONTRACTOR have executed this Piggyback Rider to the Original Government Contract on the day and year below noted:

CITY:

CONTRACTOR

Michael Blake, Mayor



Steve Pearson, Project Manager

Date: _____

Date: 4/14/25

ATTEST:

City Clerk

EXHIBIT 1

Original Government Contract:

- Sourcewell IFB # FL-092524 dated September 25, 2024
- Construction Agreement FL-R4-GC-092524-OCC between Sourcewell and Ovation Construction Company dated December 10, 2024

EXHIBIT 2

Contractor Proposal:

Work Order Signature Document 138080.00 dated April 15, 2025



Indefinite Delivery-Indefinite Quantity Construction Contract

Contract Number: FL-R4-GC-092524-OCC

Service Type: General Construction

This Indefinite Delivery-Indefinite Quantity Construction Contract (Contract) is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **Ovation Construction Company, LLC**, 361 S. Central Ave., Oviedo, FL 32765 (Contractor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state, and municipal governmental entities, K-12 and higher education entities, nonprofit entities, tribal governments, and other public entities located within the United States.

The Contractor desires to contract with Sourcewell to provide construction services to entities that access Sourcewell's indefinite delivery-indefinite quantity (IDIQ) construction contracts within the Service Region.

I. TERM OF CONTRACT

- 1) **Term.** This Contract, including the General Terms and Conditions incorporated by reference, is effective upon the date of the final signature below. The term of this Agreement is two (2) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 10, 2026, unless it is cancelled or extended as defined in this Contract.
 - a) **Extensions.** Sourcewell and Contractor may agree to up to three (3) additional one-year extensions beyond the original two-year term. The total possible length of this Contract will be five (5) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

II. REGION AND SERVICES

The Contractor's Region is: Region 4. The Contractor's IDIQ construction service type is: General Construction. The Contractor has agreed to perform work outside the Region.

III. ADJUSTMENT FACTORS

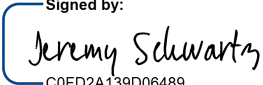
The Contractor will perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors. See the General Terms and Conditions for additional information.

- A. **Normal Working Hours and Performed in Non-Secure Areas:** Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.1990.
- B. **Other Than Normal Working Hours and Performed in Non-Secure Areas:** Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday, and Holidays. The Contractor will perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.2490.
- C. **Normal Working Hours and Performed in Secure Areas:** Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.1990.
- D. **Other Than Normal Working Hours and Performed in Secure Areas:** Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday, and Holidays. The Contractor will perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.2490.
- E. **Non-pre-priced Adjustment Factor:** To be applied to Work determined not to be included in the CTC but within the general scope of the work: 1.2850.

VI. AUTHORIZED REPRESENTATIVE

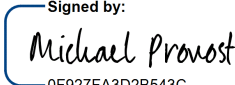
- A. Sourcewell's Authorized Representative is its Chief Procurement Officer.
- B. The Contractor's Authorized Representative is Michael Provost. If the Contractor's Authorized Representative changes at any time during this Contract, Contractor must promptly notify Sourcewell in writing.

Sourcewell

Signed by:

By: _____
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 12/10/2024 | 3:00 PM CST

Ovation Construction Company, LLC

Signed by:

By: _____
0F927FA3D2B543C...
Michael Provost
Title: Vice President

Date: 12/10/2024 | 2:08 PM CST



IFB #FL-092524
Invitation for Bids
for
Indefinite Delivery-Indefinite Quantity
Construction Contracts
in the
State of Florida

Bid Due Date: September 25, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government entity and public agency, is issuing this Invitation for Bids (IFB) on behalf of its participating entities to create indefinite delivery-indefinite quantity construction (IDIQ) contracts that may be used by those participating entities for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

This IFB consists of the following parts:

1. Invitation for Bid, including Map of Regions
2. Template IDIQ Contract
3. IDIQ Contract General Terms and Conditions
4. Construction Task Catalogs
5. Technical Specifications

A full copy of the IFB can be found on the Sourcewell Procurement Portal (<https://proportal.sourcewell-mn.gov>), and only bids submitted through the Sourcewell Procurement Portal will be considered. Bids are due no later than September 25, 2024, at 4:30 p.m. Central Time, and late bids will not be considered.

Solicitation Schedule

Notice of Solicitation Published:	August 20, 2024
Pre-bid Conference:	September 3, 2024, 9:00 a.m., Central Time
Question Submission Deadline:	September 18, 2024, 4:30 p.m., Central Time
Bid Due Date:	September 25, 2024, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	September 25, 2024, 6:30 p.m., Central Time See Article VII. G. for more information.

I. ABOUT SOURCEWELL AND ITS PARTICIPATING ENTITIES

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its participating entities across the United States. Sourcewell's solicitation process complies with State of Minnesota law and policies.

Sourcewell's participating entities in the State of Florida may include:

- Federal and state government
- Cities, towns, and counties/parishes
- Education service cooperatives
- K-12 and higher education
- Tribal government
- Some nonprofits
- Other public entities

For a listing of current participating entities visit Sourcewell's website: <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

II. INDEFINITE DELIVERY-INDEFINITE QUANTITY CONSTRUCTION PROGRAM

Sourcewell is soliciting bids for its IDIQ construction program. IDIQ contracting offers participating entities access to competitively solicited and awarded contracts for projects related to construction or the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

Sourcewell has engaged The Gordian Group, Inc. (Gordian) to provide management of its IDIQ construction program. In this role, Gordian provides support to Sourcewell in the administration of the program, including: preparing Construction Task Catalogs and related technical specifications, providing information management systems and licenses to contractors, training to contractors, administering fee collection, consulting services to Sourcewell, and assisting with proposal package or work order development. Participating Entities access Sourcewell IDIQ contracts resulting from this IFB through relevant purchasing authority, and work directly with Contractors awarded through this IFB.

Under IDIQ, an awarded Contractor furnishes management, labor, materials, equipment, and incidental design support needed to perform the work. Details of the program's operation can be found within the Contract, and General Terms and Conditions document included in this IFB.

III. REQUIRED BIDDER QUALIFICATIONS

In determining a Bidder's responsibility and ability to perform under a Contract, Sourcewell has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Bidder, the Bidder's record with environmental regulations, and the claims and litigation history of the Bidder. Sourcewell reserves the right to verify the Bidder's information and may request clarification from a Bidder.

A. A Bidder's business must be normally engaged in performing the type of work specified within this IFB and must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to a Sourcewell participating entity (as solely determined by Sourcewell).

B. Bidders responding to a General Contracting solicitation must be willing and capable of providing all or a majority of the various types of construction work as specified in the Construction Task Catalog either through its own forces or by using subcontractors. Bidder must provide documentation of all applicable required licensure(s).

C. Bidders responding to **HVAC/Mechanical, Electrical, Roofing, Paving Asphalt/Concrete, Site/Civil Construction, and/or Marine Construction** solicitations must perform at least **51%** of all contracted work with its own organization and forces. The percentage calculation does not include field superintendents or office management personnel.

IV. BID OVERVIEW AND PREPARATION INSTRUCTIONS

A. REQUESTED INDEFINITE DELIVERY-INDEFINITE QUANTITY CONSTRUCTION SERVICES. The IDIQ services specified include General Construction, HVAC/Mechanical, Electrical, Roofing, Paving Asphalt/Concrete, Site/Civil Construction, and Marine Construction. At this time, no specific projects have been identified; work and work volume from any resulting contract are not guaranteed. Specific description of work and summary of duties for each category of construction can be found in the Technical Specifications.

B. PREPARATION INSTRUCTIONS. Strict compliance with the following instructions is required for properly preparing a bid. Before submitting a bid, it is the responsibility of each Bidder to:

- 1) Examine the IFB Documents thoroughly;
- 2) Consider all applicable federal, state and local laws, regulations, ordinances, and procurement codes that may affect costs, progress, performance, or furnishing of a participating entity's work; and,
- 3) Notify Sourcwell of all conflicts, errors, or discrepancies in the IFB Documents of which Bidder knows.

The submission of a Bid constitutes a representation by the Bidder to Sourcwell that it has complied with the above requirements and that, without exception, its Bid is premised upon performing and furnishing the Work required by this IFB.

Bidders should include all relevant information in its bid. Sourcwell cannot consider information that is not provided in the bid.

C. ESTIMATED CONTRACT VALUE AND USAGE. Based on past volume of similar contracts, the estimated annual value of each contract resulting from this IFB is \$4 Million for General Construction, Paving Asphalt/Concrete, and Roofing and \$2 Million for HVAC/Mechanical, Electrical, Site/Civil Construction, and Marine Construction contracts. Sourcwell anticipates considerable activity under the contract(s) awarded from this IFB; however, work and work volume from any resulting contract are not guaranteed.

V. BID PRICING

A. CONSTRUCTION TASK CATALOG AND ADJUSTMENT FACTOR. In order to evaluate bid pricing and the retain consistency within contract pricing, Sourcwell uses Gordian's proprietary Construction Task Catalog (CTC). The CTC as a comprehensive listing of specific repair and construction related Tasks, together with a specific unit of measurement and a pre-set unit price (Unit Price). All Unit Prices within the CTC are based on local labor, material, and equipment prices for the direct cost of construction.

Under this IFB, Bidders will offer price adjustments (Adjustment Factors) that will be applied to CTC Unit Prices. The Adjustment Factors represent either an increase to the present Unit Prices (such as 1.1000) or a decrease from the preset Unit Prices (such as 0.9800).

A participating entity's cost for a specific task will be determined by multiplying the preset Unit Prices by the appropriate quantities and by the appropriate Adjustment Factor (e.g., specific task cost = preset unit price in CTC * quantity needed * Adjustment Factor).

- 1) Each Bidder must submit 5 Adjustment Factors to be applied to every task in the CTC. The bid must be either an adjustment "decrease from" (e.g. 0.9800) or "increase to" (e.g. 1.1000) the Unit Prices listed in the CTC.
- 2) The Bidder's Adjustment Factors must include all of the Bidder's direct and indirect costs. This includes, but is not limited to, its costs for overhead, profit, bond premiums above the reimbursable amount, insurance, mobilization, purchase order proposal development, and all contingencies in connection therewith. See pages 00-1 – 00-6 of the CTC for a complete explanation of what is and is not included in the Unit Prices. Note, where applicable, the bidder must comply with all applicable prevailing wage laws. The wage rates in the CTC were current at the time these IFB Documents were issued.
 - a. *The first Adjustment Factor* will be applied to work to be accomplished during Normal Working Hours and performed in Non-Secure Areas.
 - b. *The second Adjustment Factor* will be applied to work to be accomplished during Other Than Normal Working Hours and performed in Non-Secure Areas.
 - c. *The third Adjustment Factor* will be applied to work to be accomplished during Normal Working Hours and performed in Secured Areas.
 - d. *The fourth Adjustment Factor* will be applied to work to be accomplished during Other than Normal Working Hours and performed in Secured Areas.
 - e. *The fifth Adjustment Factor* will be for work tasks not identified in the Construction Task Catalog. IQCC includes a provision for establishing of prices for Work requirements which are within the general scope of IQCC but were not included in the CTC at the time of Contract award. These Tasks are referred to as "Non Pre-priced Tasks (NPP)." NPP Tasks may require new specifications and drawings and may subsequently be incorporated into the CTC. The bidders will offer an Adjustment Factor to be applied to the actual material, equipment, and labor cost for NPP work Tasks.

- 3) Adjustment Factors may be specified to the fourth decimal place. For example:

1	.	1	0	0	0
---	---	---	---	---	---

Or

0	.	9	8	0	0
---	---	---	---	---	---

- 4) For bid evaluation purposes only, the following weighing of the Adjustment factors will be used to determine the Combined Adjustment Factor. Complete the following information within the Sourcwell Procurement Portal:

Adjustment Factors	Weight
Non-Secure Areas, Normal Working Hours	50%
Non-Secure Areas, Other than Normal Working Hours	20%
Secure Areas, Normal Working Hours	10%
Secure Areas, Other than Normal Working Hours	10%
Non-Pre-Priced Adjustment Factor	10%

B. ADMINISTRATIVE FEES. Awarded contractors must pay an administrative fee in exchange for the administration of the contracts by Sourcewell and Sourcewell's contract administrator, Gordian. The bidder must include the administrative fee in calculating the Contractor's Adjustment Factors.

Detailed information about Sourcewell's administrative fee can be found in Article VII. B of the General Terms and Conditions.

VI. CONTRACT

Bidders awarded a contract will be required to execute the Contract (including its General Terms and Conditions) attached to this IFB.

VII. BIDDING PROCESS

A. PRE-BID CONFERENCE. Sourcewell will hold a non-mandatory pre-bid conference via webcast on the date and time noted in the Solicitation Schedule and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential bidders to ask questions regarding this IFB. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-bid conference attendance is optional but highly encouraged.

B. QUESTIONS REGARDING THIS IFB AND ORAL COMMUNICATION. Any questions regarding this IFB must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this IFB. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Bidder or generally related to the IFB, must be submitted using this process. Do not contact individual Sourcewell staff (or any representative of Gordian) to ask questions or request information as this may disqualify the Bidder from responding to this IFB. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA. Sourcewell may modify this IFB; however, no Addenda will be issued later than 5 days prior to the Bid Due Date, except an Addendum that withdraws or postpones this IFB. Addenda issued by Sourcewell become a part of the IFB and will be delivered to potential Bidders through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a bid will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Bidder by checking the box for each addendum. It is the responsibility of the Bidder to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Bidder submitted its Bid, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Bidder's Bid status to INCOMPLETE. The Bidder can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Bidder is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Bid (and up to the Bid due date). If the Bidder's Bid status has changed to INCOMPLETE, the Bidder is solely responsible to:

- 1) make any required adjustments to its bid,
- 2) acknowledge the addenda, and
- 3) ensure the re-submitted bid is received through the Sourcewell Procurement Portal no later than the Bid Due Date and time shown in the Solicitation Schedule above.

D. BID SUBMISSION. Bidder's complete bid must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule and on the Sourcewell Procurement Portal. Any other form of bid submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Late bids will not be considered. It is the Bidder's sole responsibility to ensure that the bid is received on time. To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Bidder has obtained this IFB from a third party, the onus is on the Bidder to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all bids must be digitally acknowledged by an authorized representative of the Bidder attesting that the information contained in the bid is true and accurate. By submitting a bid, Bidder warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Bidder to remedies available by law.

It is recommended that Bidders allow sufficient time to upload the bid and to resolve any issues that may arise. The time and date that a bid is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock. In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a bid, the Portal will automatically generate a confirmation email to the Bidder. If the Bidder does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

E. GENERAL BID REQUIREMENTS. Bids must be:

- In substantial compliance with the requirements of this IFB or it will be considered nonresponsive and be rejected
- Complete—a bid will be rejected if it is conditional or incomplete
- Submitted in English
- Valid and irrevocable for 180 days following the Bid Due Date

Any and all costs incurred in responding to this IFB will be borne by the Bidder.

F. BID MODIFICATION WITHDRAWAL. A submitted bid may not be modified, withdrawn, or cancelled by the Bidder for a period of 180 calendar days following the time and date designated for the receipt of bids. Prior to the deadline for submission of bids, any bid submitted may be modified or withdrawn through the Sourcewell Procurement Portal.

G. OPENING. The Opening of Bids will be conducted electronically through the Sourcewell Procurement Portal. A list of all Bidders will be made publicly available in the Sourcewell Procurement Portal after the Bid Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Bidders, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Bid Due Date and Time.

VIII. EVALUATION AND AWARD

A. EVALUATION. Only responsive bids will be evaluated. A responsive bid must have been submitted on time and materially satisfy all mandatory requirements identified in this IFB. Deviations or exceptions stipulated in Bidder's response, while possibly necessary in the view of the Bidder, may result in disqualification.

B. AWARD(S). It is the intent of Sourcewell to award each Contract to the lowest, responsive, responsible Bidder(s) based on the Combined Adjustment Factor as calculated by Sourcewell within each Region.

C. CONTRACT TERM. The term of the resulting contract(s) awarded by Sourcewell under this solicitation will be 2 years. Sourcewell and Contractor may agree to up to three additional one-year extensions. Sourcewell retains the right to consider additional extensions beyond five years as required under exceptional circumstances.

A Bidder will not be awarded more than one same scope Contract within any Region. The maximum number of contracts to be initially awarded by geographic region and contract type are reflected in the tables below:

Region 1 – Northwest Florida:	
General Construction	8 contracts
HVAC/Mechanical	3 contracts
Electrical	3 contracts
Roofing	3 contracts
Paving Asphalt/Concrete	3 contracts
Civil/Site Construction	3 contracts

Region 2 – Northeast Florida:	
General Construction	10 contracts
HVAC/Mechanical	2 contracts
Electrical	2 contracts
Roofing	3 contracts
Paving Asphalt/Concrete	3 contracts
Civil/Site Construction	3 contracts

Region 3 – North Central Florida:	
General Construction	10 contracts
HVAC/Mechanical	4 contracts
Electrical	4 contracts
Roofing	3 contracts
Paving Asphalt/Concrete	3 contracts
Civil/Site Construction	3 contracts

Region 4 – Central Florida:	
General Construction	10 contracts
HVAC/Mechanical	3 contracts
Electrical	3 contracts
Roofing	4 contracts
Paving Asphalt/Concrete	3 contracts
Civil/Site Construction	4 contracts
Marine Construction	3 contracts

Region 5 – South Suncoast Florida:	
General Construction	8 contracts
HVAC/Mechanical	3 contracts
Electrical	3 contracts
Roofing	3 contracts
Paving Asphalt/Concrete	3 contracts
Civil/Site Construction	3 contracts
Marine Construction	3 contracts

Region 6 – Goldcoast Florida:	
General Construction	10 contracts
HVAC/Mechanical	3 contracts
Electrical	4 contracts
Roofing	3 contracts
Paving Asphalt/Concrete	3 contracts
Civil/Site Construction	3 contracts
Marine Construction	3 contracts

Region 7 – South Florida:	
General Construction	12 contracts
HVAC/Mechanical	6 contracts
Electrical	5 contracts
Roofing	4 contracts
Paving Asphalt/Concrete	4 contracts
Civil/Site Construction	4 contracts
Marine Construction	3 contracts

Sourcewell reserves the right to award additional contracts from this solicitation, above the stated maximum number, if it is determined to be in the best interests of Sourcewell and participating entities, for a period of 180 Days (or longer, if mutually agreeable to both the proposer and Sourcewell).

Sourcewell retains the right to waive any informality in a Bidder's response. Sourcewell reserves the right to reject all bids and advertise again if, in Sourcewell's opinion, the bids received do not meet or exceed the minimum needs and expectations of Sourcewell and its participating entities. Sourcewell reserves the right to award additional Contracts from this solicitation up to 180 calendar days after the close of the IFB.

Competitive Range. If Sourcewell receives a wide margin of bid Adjustment Factors, either too high or too low, then the Sourcewell Bid evaluation committee may establish a Competitive Range for the IFB. If it is determined that a Bidder's Combined Adjustment Factor is too far outside the Competitive Range, then the Bidder can be removed from consideration. The Bidder will be notified that it was determined to be outside the Competitive Range after award of the contracts.

Unbalanced Bid. A Bid may be removed from consideration if it is determined that the Bidder has mathematically unbalanced its Bid to gain a competitive advantage. The Bid will be considered to be unbalanced if any Adjustment Factor is found to not cover the contractor's reasonable actual cost. Those costs would include a reasonable prorated share of its anticipated profit, overhead cost, and other indirect costs that the bidder anticipates for the performance of the work as determined by the Sourcewell Bid Review Committee.

Other Than Normal Working Hours Adjustment Factors. A Bidder's Other Than Normal Working Hours Adjustment Factors must be higher or equal to its Normal Working Hours Adjustment Factors.

Non Pre-Priced Adjustment Factors. A bidder's Non Pre-Priced adjustment factor must not be lower than 1.0000.

IX. ASSIGNMENT OF WORK

See the Contract, and General Terms and Conditions for a detailed description of how work will be assigned.

X. PROTESTS OF AWARDS

Any protest made under this IFB by a Bidder must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must allege a procedural or technical defect, with supporting documentation. A request for re-evaluation of a bid's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester
- The original signature of the protester or its representative
- Identification of the solicitation by IFB number
- A precise statement of the relevant facts
- Identification of the alleged breakdown in procedure or technical issues
- Identification of the legal or factual basis
- Any additional supporting documentation
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty

Protests that do not address these elements will not be reviewed.

XI. RIGHTS RESERVED

This IFB does not commit Sourcewell to award any contract, and a bid may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Bids that contain false statements or do not support an attribute or condition stated by the Bidder may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this IFB at any time
- Reject any and all bids received
- Reject bids that do not comply with the provisions of this IFB
- Independently verify any information provided in a Bid
- Disqualify any Bidder that does not meet the requirements of this IFB, is debarred or suspended by the United States or Canada, State of Minnesota, participating entity's state; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the bids received
- Clarify any part of a bid
- Award a contract if only one responsive bid is received if it is in the best interest of participating entities
- Award a contract to one or more Bidders if it is in the best interest of participating entities

XII. DISPOSITION OF BIDS

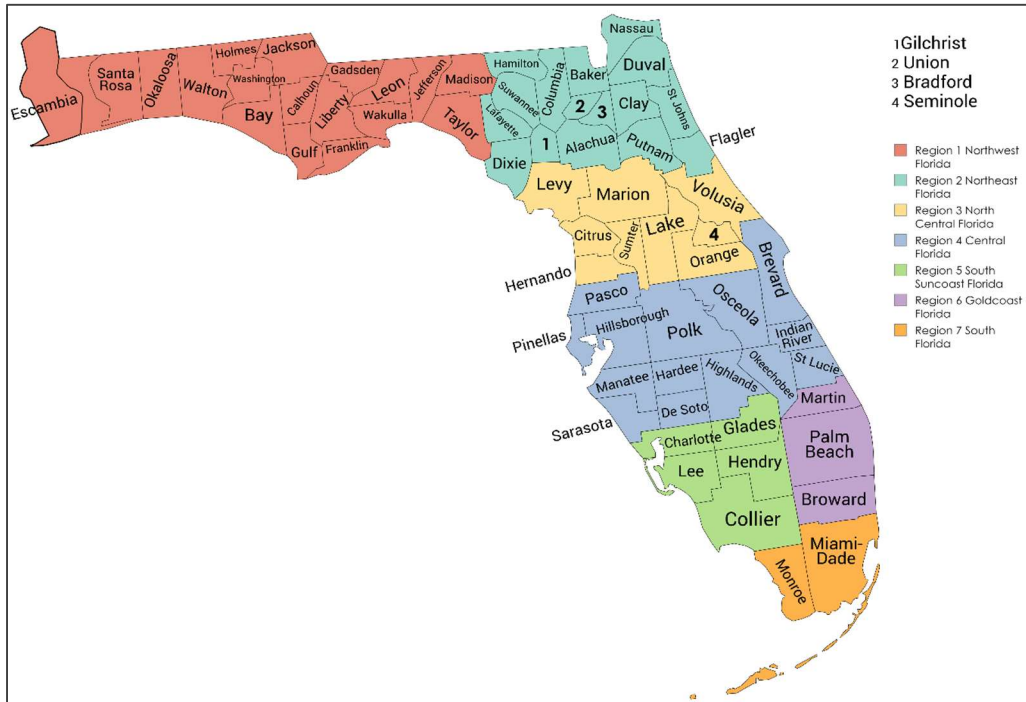
All materials submitted in response to this IFB will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591. It is the Bidder's responsibility to clearly identify any data submitted that it considers to be protected. Bidder must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Bidder to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Bidder is not considered trade secret under the statutory definition.

The Bidder understands that Sourcewell will reject bids that are marked confidential nonpublic, either substantially or in their entirety.

[Map of Regions to Follow]

MAP OF SOURCEWELL CONTRACT REGIONS Solicitation #FL-092524



Region 1 Northwest				
Bay	Calhoun	Escambia	Franklin	Gadsden
Holmes	Jackson	Jefferson	Leon	Liberty
Okaloosa	Santa Rosa	Taylor	Wakulla	Walton
Gulf	Madison	Washington		

Region 2 Northeast				
Alachua	Baker	Bradford	Clay	St. Johns
Columbia	Dixie	Duval	Flagler	Suwannee
Gilchrist	Hamilton	Lafayette	Nassau	Union
Putnam				

Region 3 North Central				
Citrus	Hernando	Lake	Levy	Marion
Orange	Seminole	Sumter	Volusia	

Region 4 Central				
Brevard	De Soto	Hardee	Highlands	Hillsborough
Indian River	Manatee	Okeechobee	Osceola	Pasco
Pinellas	Polk	Sarasota	St. Lucie	

Region 5 South Suncoast				
Charlotte	Collier	Glades	Hendry	Lee

Region 6 Goldcoast				
Broward	Martin	Palm Beach		

Region 7 South				
Miami-Dade	Monroe			



08/23/2024

Addendum No. 1

Solicitation Number: IFB FL-092524

Solicitation Name: Indefinite Delivery-Indefinite Quantity Construction - Florida

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Please provide a link to the Webcast pre-bid conference.

Answer 1:

Login instructions will be provided to registered plan takers by email two business days prior to the web conference. At this time, instructions will also be posted to the documents section of this bid.

Question 2:

Please provide the previous bid tabulation / bid results for the IDIQ Construction Contract - Florida for prior years [sic].

Answer 2:

A tabulation and all solicitation and contract information for the most recent IDIQ Construction in Florida solicitation is found on the Sourcewell website at the following link: <https://www.sourcewell-mn.gov/solicitations/10487>.

Question 3:

Are we able to submit a bid only for Section 33 - Utilities? Or any individual sections that meet our scope of work [sic]?

Answer 3:

Sourcewell is soliciting for the following trades: General Construction, HVAC/Mechanical, Electrical, Roofing, Paving Asphalt/Concrete, Site/Civil Construction, and Marine Construction. Contractors may choose to respond to one or all of them. Bidders responding to trades other than General must perform at least 51% of all contracted work with its own organization and forces. The percentage calculation does not include field superintendents or office management personnel.

End of Addendum

Acknowledgement of this Addendum to IFB FL-092524 posted to the Sourcewell Procurement Portal on 08/23/2024, is required at the time of proposal submittal.



08/27/2024

Addendum No. 2

Solicitation Number: IFB FL-092524

Solicitation Name: Indefinite Delivery-Indefinite Quantity Construction - Florida

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The link in the answer to question 2 in addendum 1 does not work. Can you post the bid tab and solicitation information for the past IDIQ Construction in Florida solicitations?

Answer 1:

The incorrect link was provided in Addendum #1, Question 2. Please use this link: <https://www.sourcewell-mn.gov/solicitations/10487>.

End of Addendum

Acknowledgement of this Addendum to IFB FL-092524 posted to the Sourcewell Procurement Portal on 08/27/2024, is required at the time of proposal submittal.



09/04/2024

Addendum No. 3

Solicitation Number: IFB FL-092524

Solicitation Name: Indefinite Delivery-Indefinite Quantity Construction - Florida

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Do you have an idea of how many residential construction projects you anticipate?

Answer 1:

Refer to IFB Section IV. Bid Overview and Preparation Instructions, Articles A and C. Sourcewell anticipates considerable activity under the contract(s) awarded from this IFB; however, work and work volume from any resulting contract are not guaranteed. At this time, no specific projects have been identified.

Question 2:

Are there any specific GC [General Construction] licenses/requirements for the State of Florida?

Answer 2:

While contractors are required to ensure that they have all the required licenses and meet all requirements, it appears licenses are required in the State of Florida and it applies to general contractors and specialty trades.

End of Addendum

Acknowledgement of this Addendum to IFB FL-092524 posted to the Sourcewell Procurement Portal on 09/04/2024, is required at the time of proposal submittal.



09/06/2024

Addendum No. 4

Solicitation Number: IFB FL-092524

Solicitation Name: Indefinite Delivery-Indefinite Quantity Construction - Florida

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What is the percentage that Sourcewell charges and where we should include it in our proposals?

Answer 1:

Refer to IFB Section V. Bid Pricing, Article B. Administrative Fees. Awarded contractors must pay an administrative fee in exchange for the administration of the contracts by Sourcewell and Sourcewell's contract administrator, Gordian. The bidder must include the administrative fee in calculating the Contractor's Adjustment Factors. Detailed information about Sourcewell's administrative fee can be found in Article VII. of the General Terms and Conditions.

End of Addendum

Acknowledgement of this Addendum to IFB FL-092524 posted to the Sourcewell Procurement Portal on 09/06/2024, is required at the time of proposal submittal.



09/16/2024

Addendum No. 5

Solicitation Number: IFB FL-092524

Solicitation Name: Indefinite Delivery-Indefinite Quantity Construction - Florida

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can you please provide the Plan holder list for this IFB (sic)?

Answer 1:

The list of registered plan takers for this solicitation is not yet public data.

End of Addendum

Acknowledgement of this Addendum to IFB FL-092524 posted to the Sourcewell Procurement Portal on 09/16/2024, is required at the time of proposal submittal.



09/17/2024

Addendum No. 6

Solicitation Number: IFB FL-092524

Solicitation Name: Indefinite Delivery-Indefinite Quantity Construction - Florida

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

If a contractor is awarded a contract, but then during a joint scope meeting it is determined that the participating entity has a scope in mind that would result in a loss for the contractor (eg. quantities resulting in work below our company's minimum charge or requiring the contractor to pack up and mobilize to multiple locations in a day doing only small quantities of work in each location), would the contractor have the right to respectfully decline the project? Although this unreasonable situation is extremely rare, this contractor has encountered the scenario more than once during its tenure and there is no protection for this scenario in the current Construction Task Catalog for our type of work. [sic]

Answer 1:

Acceptance or Non-Acceptance of work is a business decision for the contractor to make at the initiation of a project. Contractors do have first right of refusal in this program.

Question 2:

In the General Terms and Conditions document, under section III General Conditions subsection W, a one-year warranty is required for non-compliance, among other things. In this contractor's line of work, a project is guaranteed compliant at completion, but new issues or changes may occur or reoccur to the completed work due to tree roots, water, settling, and other natural and man-made causes outside of the contractor's

control. Therefore, in specific contracts for our type of work, the contract does not hold the contractor responsible for these types of changes after completion. Can you please clarify whether changes like these would be exempt from the intended meaning behind this section? [sic]

Answer 2:

Additional Terms and Conditions with regards to an individual project can be made at the initiation of a project on a project-by-project basis. Acceptance of the additional terms and conditions must be agreed upon by the participating agency and the contractor.

End of Addendum

Acknowledgement of this Addendum to IFB FL-092524 posted to the Sourcewell Procurement Portal on 09/17/2024, is required at the time of proposal submittal.



09/20/2024

Addendum No. 7

Solicitation Number: IFB FL-092524

Solicitation Name: Indefinite Delivery-Indefinite Quantity Construction - Florida

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Could you please clarify the specific security measures required for projects in secure areas? The provided specifications do not detail the protocols or restrictions, and this information is essential for us to accurately estimate time and cost factors related to secure access and compliance.

Answer 1:

Secure Areas are work areas that require heightened security measures and adherence to strict protocols due to the sensitive nature of the location. Secure areas may include, but are not limited to portions of courthouses, correctional facilities, hospitals, and any other areas requiring inventory checks to access the work site.

Question 2:

Can you confirm the designated off-hours work times, and whether there are any limitations or restrictions on working during off-hour periods? Clear guidance on allowable off-hours will enable us to properly schedule and estimate labor costs.

Answer 2:

Determination on any off-hours restrictions will happen during the joint scope meeting on a project by project basis. Normal Working Hours are 7:00 AM to 4:00 PM Monday

through Friday, except Holidays. Other Than Normal Working Hours are 4:00 PM to 7:00 AM Monday to Friday and any time Saturday, Sunday and the Holidays.

Question 3:

Are there any restrictions on the type of equipment, machinery, or trucks that can be used on-site, particularly for secure or sensitive areas? Understanding any limitations on size, type, or brand will help us plan/estimate accordingly for mobilization and logistics.

Answer 3:

Determination on any restrictions to equipment and machinery that can be used on site happen during the joint scope meeting on a project-by-project basis.

End of Addendum

Acknowledgement of this Addendum to IFB FL-092524 posted to the Sourcewell Procurement Portal on 09/20/2024, is required at the time of proposal submittal.



09/24/2024

Addendum No. 8

Solicitation Number: IFB FL-092524

Solicitation Name: Indefinite Delivery-Indefinite Quantity Construction - Florida

Consider the following to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

The IFB due date has been extended due to severe weather conditions in the southeastern region of the United States. The IFB submission deadline has been extended to October 4, 2024.

	IFB Timeline (Revised)
Bid Due Date:	October 4, 2024 , 4:30 p.m., Central Time Late responses will not be considered.
Opening:	October 4, 2024 , 6:30 p.m., Central Time See Article VII.G. for more information

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Due to hurricane approaching our region, may this due date be extended? this allows our team to prepare accordingly [sic]

Answer 1:

See amendment above. The due date has been extended to October 4, 2024 at 4:30 p.m., Central Time.

End of Addendum

Acknowledgement of this Addendum to IFB FL-092524 posted to the Sourcewell Procurement Portal on 09/24/2024, is required at the time of proposal submittal.



Work Order Signature Document

EZIQC Contract No.: FL-R4-GC-092524-OCC

☒

New Work Order

☐

Modify an Existing Work Order

Work Order Number.: 138080.00

Work Order Date: 04/15/2025

Work Order Title: Cocoa - Kings Street Police Locker Rooms

Owner Name: SOURCEWELL - FLORIDA - City of
Cocoa

Contractor Name: Ovation Construction Company LLC

Contact: Brian Dale

Contact: Michael Provost

Phone: 321.433.8833

Phone: 407-242-5429

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-R4-GC-092524-OCC.

Brief Work Order Description:

Locker Room Renovation

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:

☐

Will not apply:

☒

Work Order Firm Fixed Price: \$109,184.08

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

4/16/25

Detailed Scope of Work

To: Michael Provost
Ovation Construction, Inc.
361 S. Central Ave
Oviedo, FL 32765
407-242-5429

From: Brian Dale
SOURCEWELL - FLORIDA - City of Cocoa
65 Stone St.
Cocoa, FL 32922
321.433.8833

Date Printed: April 15, 2025

Work Order Number: 138080.00

Work Order Title: Cocoa - Kings Street Police Locker Rooms

Brief Scope: Locker Room Renovation

☐

Preliminary

☐

Revised

☒Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See attached detailed scope of work.

Subject to the terms and conditions of JOC Contract **FL-R4-GC-092524-OCC**.



Contractor

4/16/25

Date

Owner_____
Date

Contractor's Price Proposal - Summary

Date:	April 15, 2025	
Re:	IQC Master Contract #:	FL-R4-GC-092524-OCC
	Work Order #:	138080.00
	Owner PO #:	
	Title:	Cocoa - Kings Street Police Locker Rooms
	Contractor:	Ovation Construction Company LLC
	Proposal Value:	\$109,184.08

Section - 01	\$5,702.94
Section - 06	\$7,972.69
Section - 09	\$35,306.85
Section - 10	\$7,727.71
Section - 12	\$4,818.27
Section - 22	\$47,126.04
Section - 26	\$529.58
Proposal Total	\$109,184.08

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: April 15, 2025

Re: IQC Master Contract #: FL-R4-GC-092524-OCC
 Work Order #: 138080.00
 Owner PO #:
 Title: Cocoa - Kings Street Police Locker Rooms
 Contractor: Ovation Construction Company LLC
 Proposal Value: \$109,184.08

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 20 00 0006		HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$2,554.45
				Installation Quantity 40.00 Unit Price 51.13 Factor 1.2490 = Total 2,554.45	
				Each of the 6 showers have divider walls leading in that have a plastic panel for waterproofing, this will need to be removed and an appropriate surface installed in order to facilitate tile contractor, also with the new flooring we will need to removes and modify each door for clearance.	
2	01 22 20 00 0010		HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$914.72
				Installation Quantity 12.00 Unit Price 61.03 Factor 1.2490 = Total 914.72	
				Electrician will be installing hand dryers and appropriate power is not available, will be running new dedicated circuits from panel in another part if the building.	
3	01 22 20 00 0024		HR	PlumberFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,331.68
				Installation Quantity 20.00 Unit Price 53.31 Factor 1.2490 = Total 1,331.68	
				Customer request different urinals that are longer and closer to the floor , this will require wall and plumbing modifications.	
4	01 74 19 00 0014		EA	20 CY Dumpster (3 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$902.09
				Installation Quantity 1.00 Unit Price 722.25 Factor 1.2490 = Total 902.09	
Subtotal for Section - 01					\$5,702.94
Section - 06					
5	06 41 13 00 0002		LF	Removal And Reinstallation Of Wood Base Cabinets	\$650.94
				Installation Quantity 13.00 Unit Price 40.09 Factor 1.2490 = Total 650.94	
6	06 41 13 00 0008		EA	12" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Maple Face Frame, Door and Drawer Front, Base Cabinet	\$7,321.75
				Installation Quantity 13.00 Unit Price 450.93 Factor 1.2490 = Total 7,321.75	
Subtotal for Section - 06					\$7,972.69
Section - 09					
7	09 30 13 00 0004		SF	8" x 8" And Larger Unmounted Ceramic Floor TileIncludes glazed porcelain , unglazed porcelain and glazed ceramic tiles.	\$13,480.77
				Installation Quantity 975.00 Unit Price 10.07 Factor 1.2490 = Total 12,262.99	
				Demolition Quantity 975.00 Unit Price 1.00 Factor 1.2490 = Total 1,217.78	
8	09 30 13 00 0010		LF	4-1/4" To 4-1/2" High, Ceramic Cove Base Or TrimIncludes glazed porcelain , unglazed porcelain and glazed ceramic tiles.	\$2,690.25
				Installation Quantity 254.00 Unit Price 7.09 Factor 1.2490 = Total 2,249.27	
				Demolition Quantity 254.00 Unit Price 1.39 Factor 1.2490 = Total 440.97	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 138080.00

Work Order Title: Cocoa - Kings Street Police Locker Rooms

Section - 09

9	09 31 13 00 0002	SF	Thin Set - Latex Portland Cement Mortar						\$1,936.26
			Quantity	Unit Price	Factor	=	Total		
		Installation	975.00 x	1.06 x	1.2490	=	1,290.84		
		Demolition	975.00 x	0.53 x	1.2490	=	645.42		
10	09 34 00 00 0010	EA	16" Width, 16" Depth, 20" Height, Triangular Prefabricated Polystyrene Shower Bench (Schluter® SB41)						\$2,746.48
			Quantity	Unit Price	Factor	=	Total		
		Installation	6.00 x	366.49 x	1.2490	=	2,746.48		
11	09 51 13 00 0003	SF	2' x 2' x 3/4" Thick, Square Edge, Fiberglass Acoustical Ceiling Panel (Armstrong Optima®)						\$7,716.92
			Quantity	Unit Price	Factor	=	Total		
		Installation	748.00 x	8.05 x	1.2490	=	7,520.73		
		Demolition	748.00 x	0.21 x	1.2490	=	196.19		
12	09 51 13 00 0108	SF	Removal And Reinstallation Of Acoustical Panels Only						\$1,303.02
			Quantity	Unit Price	Factor	=	Total		
		Installation	975.00 x	1.07 x	1.2490	=	1,303.02		
13	09 51 13 00 0108 0093	MOD	For Up To 50, Add						\$0.00
			Quantity	Unit Price	Factor	=	Total		
		Installation	0.00 x	0.59 x	1.2490	=	0.00		
14	09 91 23 00 0069	SF	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls						\$3,434.75
			Quantity	Unit Price	Factor	=	Total		
		Installation	2,500.00 x	1.10 x	1.2490	=	3,434.75		
15	09 91 23 00 0164	SF	1 Coat Primer, Sprayed, Paint Interior Drywall/Plaster Ceiling						\$1,998.40
			Quantity	Unit Price	Factor	=	Total		
		Installation	2,500.00 x	0.64 x	1.2490	=	1,998.40		

Subtotal for Section - 09

\$35,306.85

Section - 10

16	10 21 13 16 0004	EA	36" x 60", Floor Anchored, Laminated Plastic, One Compartment Corner Unit, Complete Toilet Partition						\$3,592.47
			Quantity	Unit Price	Factor	=	Total		
		Installation	2.00 x	1,379.19 x	1.2490	=	3,445.22		
		Demolition	2.00 x	58.95 x	1.2490	=	147.26		
17	10 21 13 16 0017	EA	24" x 58" x 1", Floor Anchored, Laminated Plastic, Urinal Screen						\$1,449.69
			Quantity	Unit Price	Factor	=	Total		
		Installation	2.00 x	543.69 x	1.2490	=	1,358.14		
		Demolition	2.00 x	36.65 x	1.2490	=	91.55		
18	10 28 13 13 0027	EA	Two Roll, Surface Mounted, Acrylonitrile Butadiene Styrene (ABS) Plastic Toilet Tissue Dispenser (Bobrick B-5288)						\$539.12
			Quantity	Unit Price	Factor	=	Total		
		Installation	6.00 x	60.16 x	1.2490	=	450.84		
		Demolition	6.00 x	11.78 x	1.2490	=	88.28		
19	10 28 13 13 0064	EA	24 Fluid Ounce, Surface Mounted, Translucent Polyethylene Soap Dispenser (Bobrick B-156)						\$274.78
			Quantity	Unit Price	Factor	=	Total		
		Installation	4.00 x	43.22 x	1.2490	=	215.93		
		Demolition	4.00 x	11.78 x	1.2490	=	58.85		
20	10 28 13 13 0259	EA	Surface Mounted, Automatic Sensor, White ABS Cover, Dries Hands In 25 Seconds, Hand Dryer (American Dryer AD90)						\$1,871.65
			Quantity	Unit Price	Factor	=	Total		
		Installation	2.00 x	733.76 x	1.2490	=	1,832.93		
		Demolition	2.00 x	15.50 x	1.2490	=	38.72		

Work Order Number: 138080.00
Work Order Title: Cocoa - Kings Street Police Locker Rooms

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 138080.00
Work Order Title: Cocoa - Kings Street Police Locker Rooms

Section - 22

33	22 42 23 00 0079	EA	Removal And Reinstallation Of Shower Head						\$184.50
			Quantity	Unit Price	Factor	=	Total		
		Installation	6.00 x	24.62 x	1.2490	=	184.50		
34	22 42 39 00 0025	EA	Single Handle Centerset Lavatory Faucet, Polished Chrome Finish (Delta Lahara 538-MPU-DST)						\$1,365.41
			Quantity	Unit Price	Factor	=	Total		
		Installation	4.00 x	255.15 x	1.2490	=	1,274.73		
		Demolition	4.00 x	18.15 x	1.2490	=	90.68		
35	22 42 39 00 0053	EA	Removable Hand Held Shower With Hose Wall Hook And Inline Vacuum Breaker (Powers 141-318 with 141-319)						\$2,755.99
			Quantity	Unit Price	Factor	=	Total		
		Installation	6.00 x	333.72 x	1.2490	=	2,500.90		
		Demolition	6.00 x	34.04 x	1.2490	=	255.10		
36	22 42 39 00 0055	EA	Concealed Pressure Balancing Control Valve With Chrome Plated Shower Head (Chicago Faucet 1762-ISCP)						\$4,597.42
			Quantity	Unit Price	Factor	=	Total		
		Installation	6.00 x	579.44 x	1.2490	=	4,342.32		
		Demolition	6.00 x	34.04 x	1.2490	=	255.10		
37	22 42 43 00 0002	EA	Exposed Manual Water Closet Flush Valve (Sloan Regal-115XL)						\$3,199.04
			Quantity	Unit Price	Factor	=	Total		
		Installation	8.00 x	302.96 x	1.2490	=	3,027.18		
		Demolition	8.00 x	17.20 x	1.2490	=	171.86		
38	22 42 43 00 0035	EA	Top Spud, Concealed Manual Urinal Flush Valve (Sloan Royal 197)1.0 or 1.5 GPF.						\$1,233.01
			Quantity	Unit Price	Factor	=	Total		
		Installation	2.00 x	476.40 x	1.2490	=	1,190.05		
		Demolition	2.00 x	17.20 x	1.2490	=	42.97		

Subtotal for Section - 22 **\$47,126.04**

Section - 26

39	26 05 33 13 0064	LF	1" Rigid Galvanized Steel (RGS) Conduit With Threaded Coupling						\$529.58
			Quantity	Unit Price	Factor	=	Total		
		Installation	40.00 x	10.60 x	1.2490	=	529.58		

Subtotal for Section - 26 **\$529.58**

Proposal Total **\$109,184.08**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Subcontractor Listing

Date: April 15, 2025

Re: IQC Master Contract #: FL-R4-GC-092524-OCC
Work Order #: 138080.00
Owner PO #:
Title: Cocoa - Kings Street Police Locker Rooms
Contractor: Ovation Construction Company LLC
Proposal Value: \$109,184.08

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

Locker Room Renovation Meeting
PD Locker Rooms
10/29/2024
0900

In Attendance:

Commander A. Marchica, Commander Patrick Dovale, Gary Palmer, Kennethray Terrell, Cullen Clark and Susan Lambert

Agenda

- Men's Locker Room
 - Designed inserts or decorative back boards
 - New shower pans
 - Tiled flooring with grout less tile
 - New toilets
 - New sinks
 - New bathroom partitions *Plastic & Formica*
 - New double sink counter with trash receptacle in the middle
 - New urinal – longer and higher
 - New air hand dryers
 - Re-painted same color
 - New benches in all showers *All four?*
- Women's locker room
 - Lift sink counter and replace counter.
 - Designed inserts or decorative back boards
 - New shower pans
 - Tiled flooring with grout less tile – stop at lockers
 - New toilets
 - New sinks
 - New air hand dryers
 - Re-painted same color
 - New benches in all showers *ASK ALL SHOWERS*
- Second floor men's room
 - New toilets
 - New fixtures
 - New grout less tile
 - New elongated urinal *Sink is urinal
ALKA*

- New ceiling tiles
- Second floor women's room
 - New toilets
 - New fixtures
 - New grout less tile
 - New elongated urinal
 - New ceiling tiles

Hand Dyer
All Bathroom

Cullen Clark

From: Patrick Dovale
Sent: Wednesday, November 6, 2024 11:32 AM
To: Cullen Clark
Subject: RE: remodel

See below



Commander Patrick Dovale
Operations Commander
1226 W. King St., Cocoa, FL
32922
(321) 637-6369 | Fax: (321) 637-
6353
pdovale@cocoapolice.com

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Stay Connected:       www.cocoaf1.org

From: Cullen Clark <cclark@cocoaf1.gov>
Sent: Wednesday, November 6, 2024 10:21 AM
To: Patrick Dovale <pdovale@cocoapolice.com>
Cc: Gary Palmer <gpalmer@cocoaf1.gov>; Kennethray Terrell <kterrell@cocoaf1.gov>
Subject: remodel

Hey Pat

I have some questions from contractor.

1. Plastic or Formica for the partitions? Formica
2. Do you want benches in all showers or just 1 in lady's room and 2 in men's? In All
3. Do you want the sinks in the stalls replaced in bathrooms? No
4. Do you want hand dryers in bathrooms also or just locker rooms? Bathrooms & Locker Rooms

Thanks Cullen

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CITY COUNCIL AGENDA ITEM

Memo Date: April 29, 2025
Agenda Date: May 13, 2025
File ID: 2025-411
Prepared By: Anthony Garganese, City Attorney
Through: Stockton Whitten, City Manager
John Walsh, Utilities Director
Requested Action: Approve Settlement Agreement in the case City of Cocoa v. Brandes Design-Build Inc., et al., Case No. 2020-CA-033989, in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida. Approve a Resolution Amending the FY25 Budget, BAF#25-060 A&T.

BACKGROUND:

On or about August 13, 2013, the City and Brandes entered into a contract (the "Contract") for Brandes to furnish all labor, equipment, and materials and perform all work described in the Bidding/Contract Documents and Drawings (Bid No. B-13-11-COC) related to the Jerry Sellers Water reclamation Facility Biological Nutrient Removal (BNR) Process Improvements Project located at 375 N. Cocoa Blvd., Cocoa, Brevard County, Florida (the "Project"). The Project work generally consisted of remediation of the facility and recoating seven wastewater tanks. Brandes furnished a payment and performance bond issued by Westfield, Bond No. 0165362, for the Project naming the City as the obligee. Before the Project was completed, the City sent Brandes a punch list and also put Brandes on notice of construction defects and deficiencies related to or arising from the coatings installed at the Project associated with the Work (the "Construction Defects"). Brandes did not complete the Project or remedy the Construction Defects; therefore, the City made a claim on the Bond. The City Council also authorized the filing of a lawsuit which was filed by the City's special counsel construction litigation law firm, Kirwin Norris, on July 8, 2020. Prior to trial, the parties conducted mediation and reached a final and complete Settlement Agreement subject to the City Council's approval. In accordance with the terms of the Settlement Agreement, the City of Cocoa will receive the total sum of Two Million Four Hundred Fifty Thousand and 00/100 Dollars (\$2,450,000.00) from the other parties.

The events surrounding this case were complex and challenging for the City, significantly disrupting operations at the Jerry Sellers Plant for many years. The Utilities Department deserves commendation for maintaining plant operations under difficult circumstances until the recent completion of the work by a different contractor retained by the City.

The City Manager, Utilities Director, and City Attorney recommend approval of the Settlement Agreement and Budget Amendment/Transfers.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure
Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is amendment / transfer attached? Yes

Amendment

Liquidate Open PO's 71924 and 79678

421-0000-389.99-50 (\$45,243)

424-0000-389.99-50 (\$587,306)

424-0000-389.99-50 (\$49,446)

421-4120-536.63-00 (\$45,243) WS1222

424-4120-536.63-00 (\$587,306) WS1222

424-4120-536.63-00 (\$49,446) WS1222

Transfer

Accepting the Settlement

421-0000.369.90-06 \$2,450,000

Replenishing Fund Balance

421-0000-389.99-50 (\$450,000)

421-0000-389.99-50 (\$1,000,000)

421-0000-389.99-50 (1,000,000)

PREVIOUS ACTION:

1. City Council approved the contract with Brandes in 2013
2. City Council authorized filing suit in or about 2020
3. City Council approved another contractor to complete the work and repair construction defects at the Plant

RECOMMENDED MOTION:

Approve Settlement Agreement in the case City of Cocoa v. Brandes Design-Build Inc., et al., Case No. 2020-CA-033989, in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida. Approve a Resolution Amending the FY25 Budget, BAF#25-060 A&T.

RESOLUTION NO. 2025-

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 13th day of May, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



City of Cocoa Budget Adjustment Form FY2025- 060-T

Select Adjustment Type: Budget Transfer

Requesting Department #: Utilities

Date Prepared: 5/1/25

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 450,000	421-0000-369.90-06	OTHER MISC REV/SETTLEMENTS (Settlement-Westfield)		\$ 450,000	
\$ 1,000,000	421-0000-369.90-06	OTHER MISC REV/SETTLEMENTS (Settlement-Brandes)		\$ 1,000,000	
\$ 1,000,000	421-0000-369.90-06	OTHER MISC REV/SETTLEMENTS (Settlement-Cypress)		\$ 1,000,000	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 2,450,000 Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
(\$ 450,000)	421-0000-389.99-50	FUND BAL-APPROP. RESERVES (Settlement-Westfield)		(\$ 450,000)	
(\$ 1,000,000)	421-0000-389.99-50	FUND BAL-APPROP. RESERVES (Settlement-Brandes)		(\$ 1,000,000)	
(\$ 1,000,000)	421-0000-389.99-50	FUND BAL-APPROP. RESERVES (Settlement-Cypress)		(\$ 1,000,000)	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
(\$ 2,450,000) Total					

Reason/Justification for Adjustment:

BAF 1 of 2 - To accept the payment for the settlement from July 8th, 2020, when the City filed that certain action styled City of Cocoa v. Brandes Design-Build Inc., et al., Case No. 2020-CA-033989. The total Payment of \$2,450,000 will be paid by three separate parties, Westfield shall pay \$450,000, Brandes shall pay \$1,000,000, Cypress shall pay \$1,000,000. Agenda 25-363

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: _____

Resolution #: _____

~*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: 2025.05.08 08:23:06 -04'00'

Requestor's Signature

Zoie Badalov

Digitally signed by Zoie Badalov
Date: 2025.05.08 08:23:19 -04'00'

Finance Approval Signature

Finance Director's Signature

John "Jack" Walsh

Digitally signed by John "Jack" Walsh
Date: 2025.05.07 17:20:14 -04'00'

Department Director's Signature

Lora Howell

Digitally signed by Lora Howell
Date: 2025.05.08 08:44:43 -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 FY 2025 - 060-A

SELECT ADJUSTMENT TYPE: Budget Amendment

REQUESTING DEPARTMENT #: Utilities

DATE PREPARED: 5/1/25

Revenue Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
(\$ 45,243)	421-0000-389.99-50		FUND BAL. / APPROP. RESERVES			(\$ 45,243)	
(\$ 587,306)	424-0000-389.99-50		FUND BAL. / APPROP. RESERVES			(\$ 587,306)	
(\$ 49,446)	424-0000-389.99-50		FUND BAL. / APPROP. RESERVES			(\$ 49,446)	
						\$ 0	
						\$ 0	
						\$ 0	
(\$ 681,995)	TOTAL						

Expense Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
(\$ 45,243)	421-4120-536.63-00	WS1222	INFRASTRUCTURE (PO#71959-Brandes)			(\$ 45,243)	
(\$ 587,306)	424-4120-536.63-00	WS1222	INFRASTRUCTURE(Unencumbered Proj Bal)			(\$ 587,306)	
(\$ 49,446)	424-4120-536.63-00	WS1222	INFRASTRUCTURE (PO#79678-Woods)			(\$ 49,446)	
						\$ 0	
						\$ 0	
						\$ 0	
(\$ 681,995)	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

BAF 2 of 2 - To liquidate the POs associated with the BNR process Project# WS1222 and the certain action styled City of Cocoa v. Brandes Design-Build Inc., et al., Case No. 2020-CA-033989 including Brandes PO#71959 remaining balance of \$45,243 and the Woods engineering PO#79678* Remaining balance of \$49,446 and unencumbered project funds of \$587,306 back to fund balances. Agenda 25-411

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.

Zoie Badalov

Digitally signed by Zoie Badalov
Date: 2025.05.08 08:31:19 -04'00'

Zoie Badalov

Digitally signed by Zoie Badalov
Date: 2025.05.08 08:31:31 -04'00'

Requestor's Signature

Finance Approval Signature

Finance Director's Signature

John "Jack" Walsh

Digitally signed by John "Jack"
Walsh
Date: 2025.05.07 17:19:30 -04'00'

Lora Howell

Digitally signed by Lora Howell
Date: 2025.05.08 08:46:39 -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: May 1, 2025
Agenda Date: May 13, 2025
File ID: 2025-423
Prepared By: Frank Mirabito
Through: Abigail Morgan, Public Works Director
Requested Action: Approve the Interlocal Agreement for the Creation of a Metropolitan Planning Organization. Authorize the City Manager to sign and execute the Interlocal Agreement.

BACKGROUND:

In 2005, the City of Cocoa entered into an Interlocal agreement with Brevard Transportation Planning Organization. The TPO's mission is to review and administer all policies and procedures applicable to state and federal transportation funding for qualifying projects within Brevard County and the various municipalities participating in the Interlocal agreement.

In 2014 the Restated Interlocal Agreement for Creation of the Transportation Planning Organization was updated to reflect current codes and statutes.

This current Interlocal agreement is another update to reflect current codes and statutes. Staff recommends approval.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

In 2014, Council approved the previous interlocal agreement.

RECOMMENDED MOTION:

Approve the Interlocal Agreement for the Creation of a Metropolitan Planning Organization. Authorize the City Manager to sign and execute the Interlocal Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERLOCAL AGREEMENT FOR CREATION OF THE
METROPOLITAN PLANNING ORGANIZATION**

525-010-01
POLICY PLANNING
OGC- 03/13
Page 1 of 33

THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this _____ day of _____, 2025, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY OF BREVARD (also representing the Valkaria Airport, the Titusville-Cocoa Airport Authority, and the Space Coast Area Transit), the Canaveral Port District a/k/a the Canaveral Port Authority, the City of Titusville, the City of Cocoa, the City of Rockledge, the City of Melbourne (also representing the City of Melbourne Airport Authority a/k/a Melbourne Orlando International Airport), the City of West Melbourne, and the City of Palm Bay, the North Beaches Coalition (which includes the City of Cocoa Beach and the City of Cape Canaveral), and the South Beaches Coalition (which includes the City of Satellite Beach, the City of Indian Harbour Beach, the Town of Indialantic, and the Town of Melbourne Beach), collectively known as “the parties” or as the TPO.

RECITALS

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development;

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and Section 339.175, Florida Statutes (F.S.), provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, pursuant to Titles 23 USC §134(d), 49 USC §5303, 23 CFR §450.310(b), and Section 339.175(2), F.S., a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the largest incorporated city, based on population as named by the Bureau of Census) in the urban area to designate a Metropolitan Planning Organization;

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Space Coast Transportation Planning Organization for the Palm Bay-Melbourne-Titusville, FL urbanized area and the portion of the Vero Beach-Sebastian, FL urbanized area located within Brevard County, herein after referred to as “the Metropolitan Planning Organization” or “the TPO. A copy of the Metropolitan Planning Area is attached hereto as Exhibit “A” and by this reference incorporated herein. Further, the parties approved by unanimous vote an apportionment

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERLOCAL AGREEMENT FOR CREATION OF THE
METROPOLITAN PLANNING ORGANIZATION**

525-010-01
POLICY PLANNING
OGC- 03/13
Page 2 of 33

and boundary plan for presentation to the Governor on the 12th day of October 2023 via Resolution 24-08, a copy of which is attached as Exhibit B and by this reference incorporated herein;

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter dated the 8th day of August 2024, a copy of which is attached hereto as Exhibit "C" and by this reference incorporated herein, approved the apportionment and boundary plan submitted by the TPO;

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175(10), F.S., an agreement must be entered into by the Department, the Metropolitan Planning Organization, and the governmental entities and public transportation operators to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation planning process;

WHEREAS, this Interlocal Agreement is required to create the Metropolitan Planning Organization and delineate the provisions for operation of the TPO;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with Section 339.175(10), F.S.;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with statutory requirements set forth in Section 163.01, F.S., relating to Interlocal Agreements; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

**ARTICLE 1
RECITALS; DEFINITIONS**

Section 1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Interlocal Agreement.

Section 1.02. Definitions. The following words when used in this Interlocal Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Interlocal Agreement means and refers to this instrument, as may be amended from time to time.

Department means and refers to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, F.S.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

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Long Range Transportation Plan (LRTP) is the 20-year transportation planning horizon which includes transportation facilities; identifies a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by Title 23 USC §134(c), Title 49 USC §5303, Title 23 CFR §450.322, and Section 339.175(7), F.S.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the TPO and the Governor for the urban area containing at least a population of 50,000 as described in Title 23 USC §134(b)(1), Title 49 USC §5303, and Section 339.175(2)(c) and (d), F.S., and including the existing urban area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.

TPO or MPO means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in 23 USC §134(b)(2), 49 USC §5303, and Section 339.175(1), F.S.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §134(j), 49 USC §5303, 23 CFR §450.324 and Section 339.175(8), F.S.

Unified Planning Work Program (UPWP) is the biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175(9), F.S.

ARTICLE 2 PURPOSE

Section 2.01. General Purpose. The purpose of this Interlocal Agreement is to establish the TPO and recognize the boundary and apportionment approved by the Governor. This Interlocal Agreement shall serve:

(a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan planning area and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;

(b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for the metropolitan planning area;

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(c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan planning area in cooperation with the Department;

(d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340;
and

(e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

Section 2.02. Major TPO Responsibilities. The TPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are parties to this Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to:

(a) The LRTP;

(b) The TIP;

(c) The UPWP;

(d) Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;

(e) A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;

(f) Assisting the Department in mapping transportation planning boundaries required by state or federal law;

(g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and

(h) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with the Department and Consistency with Comprehensive Plans. Chapter 334, F.S., grants broad authority for the Department's role in transportation. Section 334.044, F.S., includes the legislative intent declaring that the Department shall be responsible for coordinating the planning of a safe, viable, and balanced state transportation system serving all regions of the State. Section 339.155, F.S., requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, TPO plans, and approved local government comprehensive plans. Section 339.175(5), F.S., specifies the authority and responsibility of the TPO and the Department to manage a continuing, cooperative, and comprehensive transportation planning process for the

metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, F.S., the parties to this Interlocal Agreement acknowledge that decisions made by the TPO will be coordinated with the Department. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal Agreement will be consistent with local government comprehensive plans.

ARTICLE 3 TPO ORGANIZATION AND CREATION

Section 3.01. Establishment of TPO. The TPO for the metropolitan planning area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to this Interlocal Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization is the Space Coast Transportation Planning Organization.

Section 3.02. TPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Interlocal Agreement, the TPO will, to the extent of its legal capacity, comply with all applicable laws and requirements, as amended from time to time.

Section 3.03. Governing board to act as policy-making body of TPO. The governing board established pursuant to Section 4.01 of this Interlocal Agreement shall act as the policy-making body for the TPO and will be responsible for coordinating the cooperative decision-making process of the MPO's actions, and will take required actions as the TPO.

Section 3.04. Data, reports, records, and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

Section 3.05. Rights of review. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on the TPO's projects.

ARTICLE 4 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

(a) The membership of the TPO shall consist of 19 voting members and 1 non-voting advisor(s). The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

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Brevard County (also representing the Valkaria Airport, the Titusville-Cocoa Airport Authority, the Space Coast Area Transit)	5 delegates*
Canaveral Port District (a/k/a the Canaveral Port Authority)	1 delegate
City of Titusville	2 delegates
City of Cocoa	1 delegate
City of Rockledge	1 delegate
City of Melbourne (one delegate who also represents the Melbourne Airport Authority, a/k/a Melbourne Orlando International Airport)	3 delegates
City of West Melbourne	1 delegate
City of Palm Bay	3 delegates
North Beaches Coalition (which includes the City of Cocoa Beach and the City of Cape Canaveral)	1 delegate
South Beaches Coalition (which includes the City of Satellite Beach, the City of Indian Harbour Beach, the Town of Indialantic, and the Town of Melbourne Beach)	1 delegate
The following organization shall be non-voting advisor to the TPO:	
Florida Department of Transportation, District 5	1 delegate

*Brevard County will also serve as a representative of the Central Florida Expressway Authority, an agency that operates a major mode of transportation. §348.751 et seq., Florida Statutes. One County Commissioner member appointed by the Chair of the Brevard County Board of County Commissioners serves on the Governing Board of the Central Florida Expressway Authority. §348.753(3) et seq., Florida Statutes.

(b) All voting representatives shall be elected officials of general purpose local governments, two of whom may represent groups of general-purpose local governments through entities created by the TPO for that purpose. The TPO may include, as part of its apportioned voting membership, a member of a statutorily authorized planning board or

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an official of an agency that operates or administers a major mode of transportation. All individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.

(c) The voting membership of a Metropolitan Planning Organization shall consist of at least 5 but not more than 19 apportioned members, with the exact number determined on an equitable geographic-population ratio basis, based on an agreement among the affected units of general-purpose local government and the Governor, as required by federal regulations and shall be in compliance with 339.175(3) F.S.

(d) In the event that a governmental entity that is a member of the TPO fails to fill an assigned appointment to the TPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. With the exception of voting delegates of the North Beaches Coalition and the South Beaches Coalition, the term of office of members of the TPO shall be four years. The term of office of the North Beaches Coalition and the South Beaches Coalition, shall be as determined in the interlocal agreement creating the aforesaid North Beaches Coalition and the South Beaches Coalition. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four-year terms.

**ARTICLE 5
AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES**

Section 5.01. General authority. The TPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175(5) and (6), F.S.

Section 5.02. Specific authority and powers. The TPO shall have the following powers and authority:

(a) As provided in Section 339.175(6)(g), F.S., the TPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;

(b) As provided in Section 163.01(14), F.S., the TPO may enter into contracts for the performance of service functions of public agencies;

(c) As provided in Section 163.01(5)(j), F.S., the TPO may acquire, own, operate, maintain, sell, or lease real and personal property;

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(d) As provided in Section 163.01(5)(m), F.S., the TPO may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources and private entities and the TPO may make grants for transportation-related purposes. §163.01(5)(m), F.S.;

(e) The TPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and

(f) The TPO shall have such powers and authority as specifically provided in Section 163.01 and Section 339.175(5) and (6), F.S., and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. In addition to those duties and responsibilities set forth in Article 2, the TPO shall have the following duties and responsibilities:

(a) As provided in Section 339.175(6)(d), F.S., the TPO shall create and appoint a technical advisory committee;

(b) As provided in Section 339.175(6)(e), F.S., the TPO shall create and appoint a citizens' advisory committee;

(c) As provided in Section 163.01(5)(o), F.S., the TPO membership shall be jointly and severally liable for liabilities, and the TPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board, or in any manner agreed upon by the TPO. Nothing contained herein shall constitute a waiver by any party of its sovereign immunity or the provisions of section 768.28, F.S.

(d) As provided in Section 339.175(9), F.S., the TPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;

(e) The TPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339, F.S., and other applicable state and local laws;

(f) As provided in Section 339.175(10)(a), F.S., the TPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;

(g) Perform such other tasks presently or hereafter required by state or federal law;

(h) Execute certifications and agreements necessary to comply with state or

federal law; and

- (i) Adopt operating rules and procedures.

ARTICLE 6 FUNDING; INVENTORY REPORT; RECORD-KEEPING

Section 6.01. Funding. The Department shall allocate to the TPO for performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds consistent with the approved planning funds formula.

Section 6.02. Inventory report. The MPO agrees to inventory, to maintain records of and to ensure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. The Department and the TPO shall prepare and retain all records in accordance with federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR §18.42, and Chapter 119, F.S.

Section 6.04 Compliance with laws. All parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement. Specifically, if a party is acting on behalf of a public agency the party shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the party.
- (b) Provide the public with access to public records as required by Federal and state law and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the TPO upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the

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constitutional or statutory duties of any of the parties. In addition, this Interlocal Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Interlocal Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the TPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

(a) Duration. This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.

(b) Withdrawal procedure. Any party, except Brevard County and the United States Bureau of the Census designated largest incorporated city, may withdraw from this Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the TPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:

(1) The withdrawing member and the MPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Interlocal Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and

(2) The TPO shall contact The Office of the Governor and the Governor, with the agreement of the remaining members of the TPO, shall determine whether any reapportionment of the membership is appropriate. The Governor and the TPO shall review the previous TPO designation, applicable federal, state and local law, and TPO rules for appropriate revision. In the event that another entity is to be afforded membership in the place of the member withdrawing from the TPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(l)(2), adding membership to the TPO does not automatically require redesignation of the TPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the MPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the TPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Interlocal Agreement shall be in writing and delivered in person or dispatched by U.S. certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

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BREVARD COUNTY: County Manager 2725 Judge Fran Jamieson Way, Bldg. C, Melbourne, FL 32940 Assistant County Manager 2725 Judge Fran Jamieson Way, Bldg. C, Melbourne, FL 32940	CITY OF PALM BAY: City Manager City of Palm Bay 120 Malabar Rd., Palm Bay, FL 32907
CITY OF CAPE CANAVERAL: City Manager City of Cape Canaveral P.O. Box 326 100 Polk Ave., Cape Canaveral, FL 32920	CITY OF ROCKLEDGE: City Manager City of Rockledge 1600 Huntington Lane Rockledge, FL 32955
CANAVERAL PORT AUTHORITY: Chief Executive Officer Canaveral Port Authority 445 Challenger Rd., Suite 301 Cape Canaveral, FL 32920	CITY OF SATELLITE BEACH: City Manager City of Satellite Beach 565 Cassia Blvd., Satellite Beach, FL 32937
CITY OF COCOA: City Manager City of Cocoa 65 Stone Street, Cocoa, FL 32922	CITY OF TITUSVILLE: City Manager City of Titusville 555 S. Washington Ave., Titusville, FL 32796 Mailing Address: P.O. Box 2806 Titusville, FL 32781
CITY OF COCOA BEACH: City Manager City of Cocoa Beach P.O. Box 322430 1600 Minutemen Causeway, Cocoa Beach, FL 32932-2430	CITY OF WEST MELBOURNE: City Manager City of West Melbourne 2240 Minton Rd. West Melbourne, FL 32904

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CITY OF INDIAN HARBOUR BEACH: City Manager City of Indian Harbour Beach, City Hall 2055 South Patrick Dr., Indian Harbour Beach, FL 32937	TOWN OF INDIALANTIC: Town Manager Town of Indialantic 216 5 th Ave., Indialantic, FL 32903
CITY OF MELBOURNE: City Manager City of Melbourne Melbourne City Hall, 5 TH Floor, 900 Strawbridge Ave., Melbourne, FL 32901	TOWN OF MELBOURNE BEACH Town Manager Town of Melbourne Beach 507 Ocean Ave., Melbourne Beach, FL 32951
FLORIDA DEPARTMENT OF TRANSPORTATION: Charles Koppernolle, FCCM MPO Liaison – Space Coast & Lake Sumter FDOT District-5 Planning & Environmental Management 719 S. Woodland Blvd., Deland, FL 32720	

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 7.05. Interpretation.

(a) Drafters of the Interlocal Agreement. The Department and the members of the TPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Interlocal Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Interlocal Agreement.

(b) Severability. Invalidation of any one of the provisions of this Interlocal Agreement or any part, clause or word, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Rules of construction. In interpreting this Interlocal Agreement, the following rules of construction shall apply unless the context indicates otherwise:

- (1) The singular of any word or term includes the plural;

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- (2) The masculine gender includes the feminine gender; and
- (3) The word “shall” is mandatory, and “may” is permissive.

Section 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Interlocal Agreement by any party hereto, each party shall bear its own costs and attorney’s fees in connection with such proceeding.

Section 7.07. Repeal and Replacement of Existing Interlocal Agreement. At the time of execution and recording of this Interlocal Agreement, an existing Restated Interlocal Agreement for Creation of the Metropolitan Planning Organization is in existence and was recorded July 15, 2014, in Official Records Book 7166, Page 2144, Public Records of Brevard County, as amended by that certain First Amendment to existing Restated Interlocal Agreement for Creation of the Transportation Planning Organization recorded on October 8, 2020, in Official Records Book 8880, Page 279, Public Records of Brevard County. The aforesaid Interlocal Agreement, and its amendment, be and the same is hereby terminated and replaced this instrument. Nothing in this instrument shall affect, void, or repeal any decision or act committed, any appointment made or done, or any contract or right established or accruing before the effective date of this instrument under the authority of the aforementioned Interlocal Agreement and its amendment, and said act, commitment, appointment, contract, or right shall continue in full force unless otherwise voided, repealed, terminated, or amended by act of the TPO separate and apart from this instrument.

Section 7.08. Interlocal Agreement execution; Use of counterpart signature pages. This Interlocal Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.09. Effective date; Cost of recordation.

(a) Effective date. Pursuant to Section 163.01(11), Florida Statutes, this Interlocal Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of Brevard County. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for Brevard.

(b) Recordation. The TPO hereby agrees to pay for any costs of recordation or filing of this Interlocal Agreement in the Office of the Circuit Court in Brevard County. The recorded or filed original, or any amendment, shall be returned to the TPO for filing in its records.

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IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

Signed, Sealed and Delivered in the presence of:

BOARD OF COUNTY
COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

_____, Chairman

As Approved by the Board on:

(COUNTY SEAL)

Rachel Sadoff, Clerk

Review for legal form and content:

Assistant County Attorney

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IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

CANAVERAL PORT AUTHORITY

_____, Chairman

:

As Approved by the Board on:

(SEAL)

_____, Secretary/Treasurer

Reviewed for legal form and content:

Port Authority Attorney

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IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

CITY OF CAPE CANAVERAL,
A Florida Municipal Corporation

By: _____
_____, City Manager

:

As Approved by the City Council on:

(CITY SEAL)

_____, City Clerk

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IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

CITY OF COCOA, A Florida
Municipal Corporation

By: _____
_____, City Manager

:

As Approved by the City Council on:

(CITY SEAL)

_____, City Clerk

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IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

CITY OF COCOA BEACH, A Florida
Municipal Corporation

By: _____
_____, City Manager

:

As Approved by the City Commission on:

(CITY SEAL)

_____, City Clerk

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IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

CITY OF INDIAN HARBOUR BEACH, a
Florida Municipal Corporation

By: _____
_____, City Manager

:

As Approved by the City Council on:

(CITY SEAL)

_____, City Clerk

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IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

CITY OF MELBOURNE, a
Florida Municipal Corporation

By: _____
_____, City Manager

:

As Approved by the City Council on:

(CITY SEAL)

_____, City Clerk

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IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

CITY OF PALM BAY, a Florida
Municipal Corporation

By: _____
_____, City Manager

:

As Approved by the City Council on:

(CITY SEAL)

_____, City Clerk

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IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

CITY OF ROCKLEDGE, a Florida
Municipal Corporation

By: _____
_____, City Manager

:

As Approved by the City Council on:

(CITY SEAL)

_____, City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERLOCAL AGREEMENT FOR CREATION OF THE
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IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

CITY OF SATELLITE BEACH, a Florida
Municipal Corporation

By: _____
_____, City Manager

:

As Approved by the City Council on:

(CITY SEAL)

_____, City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERLOCAL AGREEMENT FOR CREATION OF THE
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IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

CITY OF TITUSVILLE, a Florida
Municipal Corporation

By: _____
_____, City Manager

:

As Approved by the City Council on:

(CITY SEAL)

_____, City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

CITY OF WEST MELBOURNE, a Florida
Municipal Corporation

By: _____
_____, City Manager

:

As Approved by the City Council on:

(CITY SEAL)

_____, City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

TOWN OF INDIALANTIC, a Florida
Municipal Corporation

By: _____
Mike Casey, Town Manager

:

As Approved by the Town Council on:

(TOWN SEAL)

Mollie Carr, Town Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

TOWN OF MELBOURNE BEACH, a
Florida Municipal Corporation

By: _____,
Town Manager

:

As Approved by the Town Commission
on:

(TOWN SEAL)

Amber Brown, Town Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

FLORIDA DEPARTMENT OF
TRANSPORTATION, a

By: _____

:

As Approved by the Department on:

(SEAL)

_____, Agency Clerk

Reviewed for legal form and content:

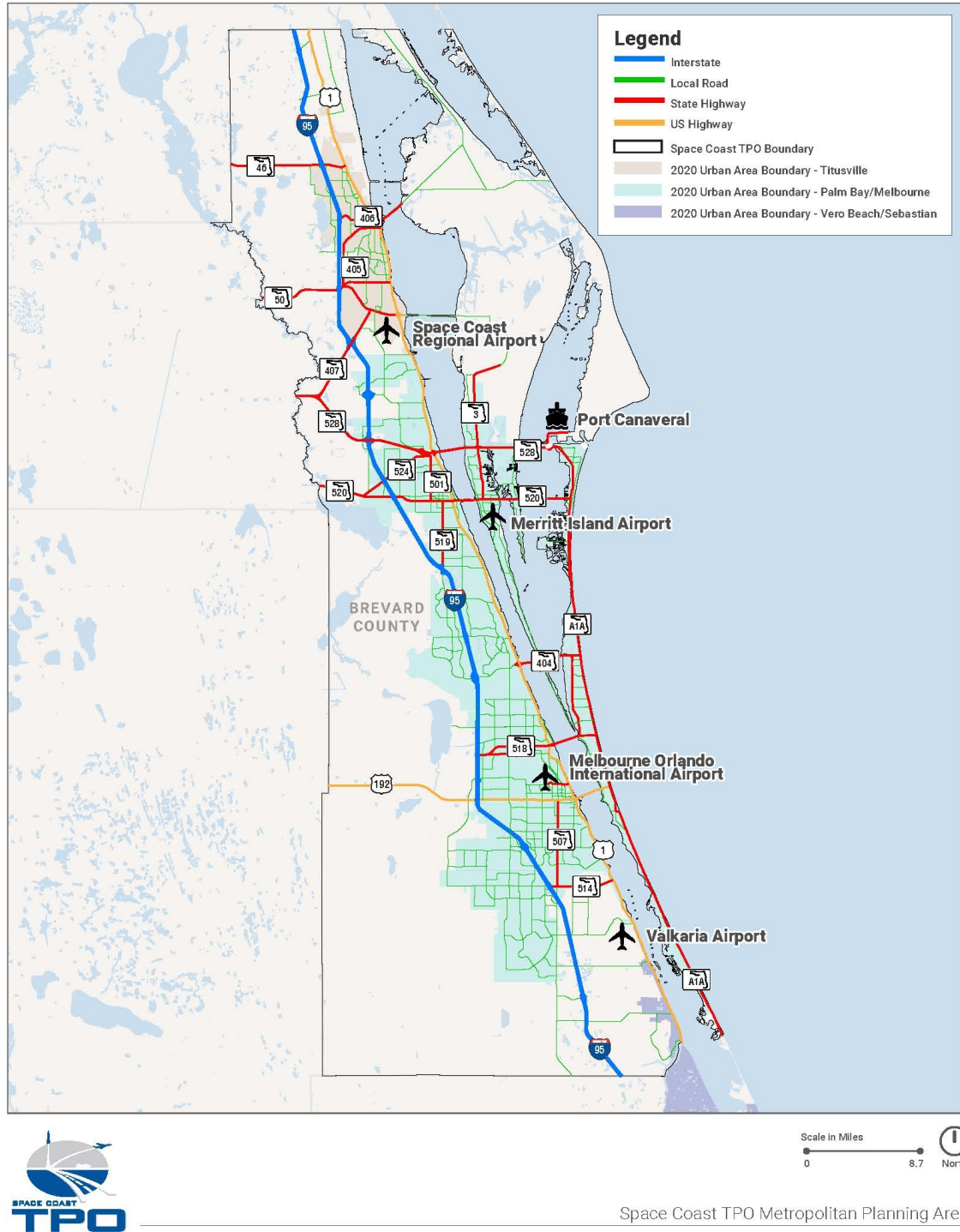
Department Asst. General Counsel

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT "A"

Space Coast TPO Jurisdictional Boundary



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT "B"

Resolution #24-08, Apportionment Plan



Space Coast Transportation Planning Organization

RESOLUTION # 24-08

Apportionment Plan

**A RESOLUTION, of the Space Coast Transportation Planning Organization supporting
the Adoption of the Space Coast TPO Membership Apportionment Plan**

WHEREAS, the Space Coast Transportation Planning Organization is the agency and constituted body designated to conduct a continuing, coordinated, and comprehensive transportation planning process for all of Brevard County including the Palm Bay-Melbourne and Titusville Urbanized Areas; and

WHEREAS, Section 134 Title 23 of the United States Code requires the designation of MPO/TPOs in urban areas, as defined by the United Census Bureau of the Census; and

WHEREAS, Section 134 of Title 23 of the United States Code sets forth membership requirements for MPO/TPOs designated for transportation management areas with a population of 200,000 or more residents; and

WHEREAS, The Space Coast Transportation Planning Organization met on October 12, 2023 to review its voting composition and agreed on the composition presented herein; and

WHEREAS, Section 339.175(4)(a), Florida Statutes, requires the Governor to review the composition of the Metropolitan Planning Organizations membership in conjunction with the decennial census.

WHEREAS, the BOARD'S registered Agent in Florida is Andrea Young, Space Coast TPO Chair. The registered Agent's address is: 2725 Judge Fran Jamieson Way, Building B, Room 105, Melbourne, FL 32940; and

***NOW THEREFORE, BE IT RESOLVED*, that the Space Coast Transportation Planning Organization approves the submittal of the MPO/TPO Membership Apportionment Plan as displayed in "Attachment A" to the Governor's Office.**

Passed and duly adopted at a regular meeting of the Space Coast Transportation Planning Organization Governing Board on the 12th day of October, 2023.

SCTPO Resolution # 24-08, October 12, 2023

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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Space Coast Transportation Planning Organization

Certificate

The undersigned duly qualified as Chair of the Space Coast Transportation Planning Organization Governing Board certifies that the foregoing is a true and correct copy of a Resolution adopted at a legally convened meeting of the Space Coast Transportation Planning Organization Governing Board.



By: _____

A blue ink signature of Joe C. Robinson is written over a horizontal line.

Joe C. Robinson
Space Coast TPO Board Secretary

SCTPO Resolution # 24-08, October 12, 2023

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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Resolution 24-08, Attachment A

SPACE COAST TPO MEMBERSHIP

	2020 POP.	PERCENT OF CO. TOTAL	TPO MEMBERS	POP. PER MEMBER
		606,612		
MUNICIPALITIES				
Represented Municipalities				
Cocoa	19,038	3.1%	1	19,038
North Beaches Coal.	21,319	3.5%	1	21,319
Melbourne	85,047	14.0%	3	28,349
Palm Bay	120,154	19.8%	3	40,051
Rockledge	27,704	4.6%	1	27,704
South Beaches Coal.	26,483	4.4%	1	26,483
Titusville	48,808	8.0%	2	24,404
West Melbourne	26,566	4.4%	1	26,566
Total	375,119	61.8%	13	28,855
Unrepresented Municipalities				
Grant-Valkaria	4,516	0.7%		
Malabar	2,961	0.5%		
Melbourne Village	677	0.1%		
Palm Shores	1,198	0.2%		
Total	9,352	1.5%		
MUNICIPAL TOTAL	384,471	63.4%		
COUNTY COMMISSION DISTRICTS				
District 1			1	
District 2			1	
District 3			1	
District 4			1	
District 5			1	
COUNTY TOTAL			5	
CANAVERAL PORT AUTHORITY				
			1	
TPO TOTAL	606,612	100%	19	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERLOCAL AGREEMENT FOR CREATION OF THE
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EXHIBIT "C"

Governor Approval of Apportionment Plan



RON DeSANTIS
GOVERNOR

August 8, 2024

Space Coast Transportation Planning Organization
2725 Judge Fran Jamieson Way, Building B, Room 105
Melbourne, FL 32940

To Whom It May Concern:

In accordance with s. 339.175, Florida Statutes, and Title 23 CFR Part 450, please consider this letter as formal concurrence with the Department of Transportation's recommendation that the Space Coast Transportation Planning Organization's apportionment plan meets the requirements of s. 339.175, Florida Statutes and Title 23 CFR 450.312(a).

The TPO's continued adherence to the requirements of Florida Law are of utmost importance.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron DeSantis".

Ron DeSantis, Governor

CC: Mr. Jared Perdue, P.E., Secretary, Florida Department of Transportation

THE CAPITOL
TALLAHASSEE, FLORIDA 32399 • (850) 717-9249

CITY COUNCIL AGENDA ITEM

Memo Date: May 2, 2025
Agenda Date: May 13, 2025
File ID: 2025-433
Prepared By: Tony Jones, Fleet Manager
Through: Abigail Morgan, Public Works Director
Requested Action: Approve the Purchase of a Petersen Lighting Load Claw Truck Utilizing Sourcewell Cooperative Contract 040621-P11. Approve a Resolution Amending the FY25 Budget, Inter-fund Transfer from Stormwater to General Fund, BAF# 2025-017-IFT, in the amount of \$219,023..

BACKGROUND:

The City of Cocoa Public Works Department owns and operates a 2006 TL3-Petersen Lightning Loader Claw Grapple mounted on a 2006 Sterling Acterra cab & chassis. The loader system developed major cracks in the main boom structure and housing during last year's post Hurricane Milton debris management operations. These cracks rendered the truck unsafe to operate. This truck supports Public Works' daily, weekly, and monthly ongoing green waste and debris removal throughout the City of Cocoa. The truck is essential and mission-critical to Public Works' future operations in support of pre- and post-storm as well as Hurricane debris management and cleanup. Due to the age of the asset, the city staff recommendation is not to repair the truck and replace the asset. Additionally, the Sterling Motortruck dissolved in 2010 and the Freightliner Truck Corporation purchased Sterling. Freightliner continued to support the truck line in parts and service until 2022, when Freightliner stopped supporting the truck line. Over the last 2 years, parts of the Acterra platform have been increasingly hard to find.

Petersen has a 2025 TL-3 Lightning Loader available for purchase for \$219,023. This unit is mounted on a Mack MD cab and Chassis. This is an updated TL3 Lightning Loader system with 20% more load capability.

Petersen has provided a competitive quote utilizing Sourcewell cooperative contract 040621-P11.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is amendment / transfer attached? Yes

Source/Use of Funds

Account Number: Amount:

BAF25-017-IFT		
423-0000-389.99-50	\$91,600	
423-3570-538.391.01	\$91,600	(To General Fund)
001-0000-389.99-50	\$127,423	
001-0000-381.91.23	\$91,600	(From Stormwater)
Capital		
001-3520-572.64-00	\$91,600	CA2501
001-3520-572.64-00	\$127,423	CA2501

Total Purchase Amount: \$219,023

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve the Purchase of a Petersen Lighting Load Claw Truck Utilizing Sourcewell Cooperative Contract 040621-P11. Approve a Resolution Amending the FY25 Budget, Inter-fund Transfer from Stormwater to General Fund, BAF# 2025-017-IFT, in the amount of \$219,023..

**Solicitation Number: RFP #040621****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Petersen Industries, Inc., 4000 S.R. 60 W., Lake Wales, FL 33859 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Bulk Solid Waste and Recycling Equipment from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 2, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

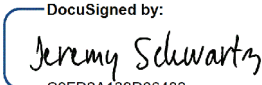
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

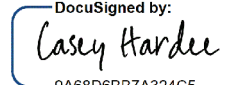
22. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Petersen Industries, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/26/2021 | 2:52 PM CDT

DocuSigned by:

By: 9A68D6BB7A324C5...
Casey Hardee
Title: President/CEO
Date: 5/26/2021 | 10:46 AM PDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/26/2021 | 7:51 PM CDT

RFP 040621 - Bulk Solid Waste and Recycling Equipment

Vendor Details

Company Name: Petersen Industries, Inc.
4000 State Road 60 W
Address: LAKE WALES, FL 33859
Contact: Casey Hardee
Email: chardee@petersenind.com
Phone: 863-676-1493 257
Fax: 813-478-1454
HST#: 59-2979951

Submission Details

Created On: Friday February 19, 2021 12:44:13
Submitted On: Monday March 29, 2021 15:22:54
Submitted By: Casey Hardee
Email: chardee@petersenind.com
Transaction #: 9d573344-e8dc-40e7-866a-e3d93fae21d1
Submitter's IP Address: 73.255.132.23

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Petersen Industries, Inc.	*
2	Proposer Address:	4000 S.R. 60 W. Lake Wales, FL 33859	*
3	Proposer website address:	www.petersenind.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Casey Hardee- President/CEO 4000 S.R. 60 W. Lake Wales, FL 33859 813-478-1454 chardee@petersenind.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Casey Hardee- President/CEO 4000 S.R. 60 W. Lake Wales, FL 33859 813-478-1454 chardee@petersenind.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Danielle Brown- Sales Admin/Marketing Manager 4000 S.R. 60 W. Lake Wales, FL 33859 863-676-1493 dbrown@petersenind.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Petersen Industries began over 60 years ago by producing a knuckle boom loader used in the harvest of Florida citrus. A local municipality reached out and asked if we could mount one on a truck chassis so they could use it to collect bulky items. That was the first ever grapple truck purpose built for bulky municipal solid waste. Ever since then our model "Lightning Loader" has been synonymous with grapple trucks throughout the entire United States. Our mission at Petersen Industries is to help cities and counties stay clean and hazard free by providing the best possible equipment to safely and efficiently collect and dispose of discarded bulky items. We define bulky waste to mean anything that does not fit in your rollout container. What makes Petersen Industries uniquely qualified to do this is our laser focus on our products' intended use. Other than just a few purchased components, over 90% of our products are designed, machined and manufactured in-house. This includes most hydraulic cylinders, pins, bushings, and everything in between. This gives us control over both quality and delivery. We aren't reliant on other manufacturers, sometimes overseas, to provide us with components for our customers. We not only have parts for our new products, but know we also have the right part on the shelf for customers in the field. Our ability to continually service our equipment after the sale is the most common reason our customers say they only buy Petersen Lightning Loaders!	*

8	What are your company's expectations in the event of an award?	Petersen Industries has held a contract with Sourcewell for over 10 years. It has become our go-to strategy for selling our equipment with every new and existing customer or prospect we meet. The simplicity of using the contract, along with the ever-growing acceptance of it, make it our first choice for doing business every time. Our expectations are to continue to promote the contract first as our preferred method to provide our products to our customers.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Petersen Industries has enjoyed continued successful growth over the past 10 years. We have grown on average over 20% year over year. That has also been profitable growth with EBITDA in the 16-22% range each year. We have been able to add plant and equipment of more than \$5 million in the past several years to meet our ever-growing demand. We have been able to do so without incurring any debt. We make all of our capital expenditures with cash on hand. Financial reports and a note from our CPA will be provided as an attachment.	*
10	What is your US market share for the solutions that you are proposing?	Although there is no independent reporting agency that collects market share data for grapple trucks, it is our belief the Petersen Industries holds more than 50% of the municipal bulk waste grapple market in the United States.	*
11	What is your Canadian market share for the solutions that you are proposing?	Our market share is slightly less in Canada, as is the demand for our product also.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Manufacturer In certain states we sell our product directly to municipal/governmental agencies with our own employed sales force. We also have 26 contractual distributors in certain states around the country. Their sales force is not employed directly by Petersen Industries. Petersen Industries, being the OEM, completely up fit the chassis with our equipment and deliver it to our dealers "ready to use". Our dealers have been trained how to use the contract as our agent. Petersen Industries always has, and will remain, as the single point of responsibility for any item sold through the contract.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We are required to and hold a Florida business license, Polk County Occupation License, and a Florida Motor Vehicle Dealer License.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Gator100- Awarded by the University of Florida for the 100 fastest growing alumnus owned or operated business. Route Assistant- U.S. Patent pending 2020- Should have final approval in Q2 2021.	*
17	What percentage of your sales are to the governmental sector in the past three years	83%	*
18	What percentage of your sales are to the education sector in the past three years	1%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Houston-Galveston Area Council (HGAC)- less than \$1 million per year Florida Sheriffs Association (FSA)- \$4-\$5 million per year	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Bryan, TX	Jared Birkhead	(979)574-6619	*
Hillsborough, County of (FL)	Andy Morris	(813) 612-9111	*
City of Chattanooga, TN	Gary Franks	(423) 643-5559	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Miami-Dade County, FL	Government	Florida - FL	Models RS3, TL3 and TR3 grapple loader and body	Between \$81,265 and \$106,417	\$2,290,342	*
City of Houston, TX	Government	Texas - TX	Model RS3 Rear Steer grapple loader and body	Between \$88,393 and \$100,025	\$2,634,394	*
City of Boca Raton, FL	Government	Florida - FL	Models AL1 and TL3 grapple loader and body	Between \$73,631 and \$93,929	\$710,837	*
City of Indianapolis, IN	Government	Indiana - IN	Model TL3 grapple loader and body	\$68,429	\$753,225	*
City of Memphis, TN	Government	Tennessee - TN	Models RS3 and TL3 grapple loader8 and body	Between \$76,845 and \$84,516	\$1,221,727	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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23	Sales force.	Petersen Industries, Inc. employs 1 Sales Director, 4 direct full time Regional Sales Managers (RSM), 4 Inside Sales Managers and one one Inside Sales Coordinator. Each Outside RSM is responsible for a portion of direct sales to municipal entities, as well as, managing the sales efforts of a select group of independently owned, contractual dealers and their sales teams at each.	*
24	Dealer network or other distribution methods.	Our dealer network consists of 28 independently owned distributor dealers that each have at a minimum one physical location within their assigned Area of Primary Sales Responsibility (APSR), as well as, multiple outside sales professionals and inside sales support staff. Our dealers have a minimum of one location in the following states: Massachusetts, New Hampshire, New York, Pennsylvania, Virginia, North Carolina, South Carolina, Georgia, Florida, Tennessee, Kentucky, Ohio, Indiana, Michigan, Illinois, Iowa, Missouri, Arkansas, Louisiana, Texas, Oklahoma, Nebraska, Montana, Colorado, Arizona, Nevada, Idaho, Washington, and California	*
25	Service force.	Petersen Industries has one mobile service truck that can be deployed within 24 hours anywhere within the state of Florida. In addition to that, we have a full in-house service team that can perform any repair, warranty or otherwise, utilizing our \$3+ million dollar parts inventory we keep on hand exclusively for replacement parts. In addition to our capabilities, each of our dealers also employ the use of mobile service technicians, in-house service technicians, and a minimum stocking level of Petersen parts. If they do not have a part in stock most parts can be shipped out within 24 hours of any request. Exceptional service after the sale is the primary reason we are told customer continue to buy Petersen only for their grapple truck needs.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our service procedure starts with directing all service related inquiries, whether initiated by phone or our online chat, to our customer service department where a team of 4 specialists, with a combined 120 years of Petersen experience, are able to fully diagnose the problem remotely, determine what parts are needed and decide the best course of action to getting the customer back up and running. Whether that is to ship out parts with installation instructions directly to customers with their own service capabilities, coordinate with one of our dealer distributors to have the work performed by one of their technicians, or handling the service portion ourselves, either in-house or with our mobile response unit. Most items are diagnosed and have parts shipped out within 24 hours. for service related requests, response is usually within 48-72 hours of initial contact. All of our dealer distributors participate in the profit of parts sales within their APSR, thereby ensuring the necessary commitment to have our customers taken care of in a timely fashion.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Sourcewell has been, and will remain, a large part of our business with municipal and governmental entities. Our dealers all appreciate, and are well versed in, our contract, its nuances, and how to get the customer what they need as easily and painlessly as possible. We include Sourcewell in every conversation we have with potential buyers, letting them know they have an easy alternative to the bid process. The largest advantage is that it will be more competitive than any price they can receive by going out to bid on their own. The work has largely been done for them and so the discounts are deeper than any other bid price we give out.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Although we currently have no location of our own in Canada, we have relationships with entities that are willing and able to sell and service our products. We have relationships with entities in Montreal, Ontario, and Kelowna that are familiar with our products, their capabilities and the repair and maintenance.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We have customers in all 50 states and every province in Canada. We are willing and able to assist any and all governmental entities within these two countries.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will not be excluding ANY entity sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The primary marketing strategy starts with making existing customers and potential prospects aware of the opportunity to purchase through the Sourcewell contract. We have now held a contract long enough that our sales team and dealers' sales teams prefer to lead with this contract rather than use it as an option of last resort. We include the Sourcewell logo on our website for familiarity. We also put magnetic Sourcewell decals on all of our demonstrator vehicles while out demo'ing our products. We are starting to resume attendance at trade shows where we display the Sourcewell flag and magnet at our display booths. Lastly, we developed, in conjunction with our Sourcewell rep, Nick Trout, our Most Valuable Partner (MVP) Program for the dealer that records the largest number of sales through the Sourcewell contract for 2021. The winner will be announced and recognized at the Waste Expo in 2022. This will help promote healthy competition and awareness throughout our dealer network.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our most obvious use of digital data starts with our website where we receive thousands of hits monthly. We display the Sourcewell logo and link at the bottom of the home landing page so everyone knows right up front that Sourcewell is a buying option for them. We are also actively pursuing a social media strategy where we will be distributing a steady stream of product specific content. We intend to connect it to Sourcewell and promote the existence of our new Sourcewell contract on these platforms. This will enable us to quickly disseminate to our followers the ability to procure Petersen products via Sourcewell.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We don't rely on Sourcewell to do our marketing. Sourcewell, being a governmental entity, is responsible for developing, issuing, analyzing and awarding contracts. Although we appreciate any promotion or awareness campaign Sourcewell chooses to undertake, it is our responsibility to let our customers and prospects know about their ability to use our contract with Sourcewell to their betterment. AS stated previously, when we get to the point in any negotiation about how to procure our equipment, we lead with our Sourcewell contract as our preferred method. Every governmental customer of ours knows that is an option. It is by their choice if they choose to purchase by some other means.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Because each customer of ours is unique, we prefer to help build specifications though direct interaction rather than making someone attempt to spec out their own equipment on their own. We do not offer any e-procurement at this time and do not intend to in the near future.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Every Sourcewell customer can receive free onsite operator and maintenance training upon delivery of any unit purchased through the Sourcewell contract. We normally charge \$1500 for this expense since it involves travel anywhere in the U.S. and Canada. This training is done by a Petersen Industries employee that is a "trained trainer".	*
37	Describe any technological advances that your proposed products or services offer.	The beauty of the Petersen Lightning Loader products is their simplicity to use and maintain. We have intentionally avoided overcomplicating the equipment with computers, chips, and electronics that are hard to diagnose. We make sure that all new innovations to parts and products are backwards compatible so our existing customers can benefit from new innovations as well as new customers. The simplicity of our unit allows us to easily troubleshoot and diagnose problems remotely so we can quickly get out the parts and corrective action needed to get the truck back on route. That is what our customers tell us they appreciate the most. Where we are using technology is with our service and warranty department. By using live video chats, they can see first hand what is going on with the equipment and can diagnose remotely along with the customer's technician providing free, step-by-step instruction.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Although we are not pursuing any green initiatives that require an agency oversight, we are exploring options such as environmentally friendly hydraulic oil, better capture of solvent and paint emissions from our painting process, and even compatibility of our products with electric vehicles. We see electric power as a large part of the future and are exploring ideas to make our products run on battery power on electric or non-electric vehicles. This project is in its early stages and will take some time to see results.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We offer the widest variety of bulk waste solutions in the solid waste industry. When we pair that with our experience with the Sourcewell contract we become the most dynamic solution for all municipal and governmental entities to get exactly what they want to best suit their needs. Unlike other cooperative contracts in the U.S. that either separate the equipment from the chassis or only let the chassis dealers hold contracts, the Sourcewell contract allows us to establish the right chassis specifications to best fit our equipment. We are then able to offer the most complete package with the easiest path to acquisition.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	yes absolutely!	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We only ask that it is a warrantable failure. Very seldom do we have a customer try to claim warranty on something they accidentally damaged, but it does happen. We often times will still cover an item that shouldn't be covered if the customer is willing to allow us to come explain what happened and train their operators to prevent it from happening again.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes in most cases it does. We cover it ourselves in the states we sell direct. We reimburse our dealers who are performing onsite warranties. Most warranty failures are able to be fixed at the customer's location with a service tech and service truck. Our customers really appreciate not having to take it somewhere and leave it for repairs.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. we can provide service coverage throughout the U.S and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Any item that is supplied with our equipment at time of purchase that was part of the sale (meaning they paid for it in the initial acquisition price) will be covered by our warranty and we will take it up with the supplier, if necessary. Any items added to the vehicle without our knowledge or approval will not be covered.	*
47	What are your proposed exchange and return programs and policies?	For any potential warranty claim, we ask that the customer contact either Petersen directly or their local dealer to start an official warranty claim and receive a tracking number. We then identify the parts needed to perform the repair. We will invoice for the part and freight when we ship it out, but we will include a prepaid return freight authorization to have the failed part returned to us. Once we receive it, inspect it and determine it is a covered failure, we will issue a credit for all parts and freight sent to correct the issue along with an additional credit for any labor incurred.	*
48	Describe any service contract options for the items included in your proposal.	Each of our dealers has the ability to contract with their customer for a service contract for any length or time, if they so choose. We offer a factory service contract to our direct customers that provides for routine inspection and maintenance of the equipment. This can be added at an agreed upon price determined by the amount of responsibility the customer wants to transfer to us.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	We offer net30 day terms to all participating members of Sourcewell.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	We utilize NCL Government Capital for leasing and financing opportunities with our Sourcewell customers. We were introduced to them through Sourcewell. This is a very seamless transaction for the customer since they are also a Sourcewell contract holder.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Having been a Sourcewell contract holder for many years now, we have streamlined our order entry and reporting process to where it works without much effort. Although our dealers are able to use our Sourcewell contract for their orders, we collect all funds necessary to be distributed back to Sourcewell for the fees. We always ensure the customer has issued the purchase order with the correct contract number and pricing prior to accepting the order. We then require that they sign a purchase agreement contract that spells out that it will be a Sourcewell contract purchase and that fees will be paid by us for their use of the contract. The fees are not reflected in their pricing in any way. It is our expense and part of our initial acquisition cost.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do accept it for smaller purchases (parts) and there are no additional charges.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Petersen has always worked off of a discounted price from our published list price. The price list uploaded will show the list price and then out to the side will show the percentage discount from that price offered to the Sourcwell member. Because the contract allow for additional discounts beyond what is stated on the price list, very often our customer using the contract will receive significantly more discount than what is shown.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The published price list and discount uploaded will show a standard 2% off of list. We have issued up to 10% discounts to customers using the contract that are buying multiple units. Because of the volatility in the steel and oil industries in recent years, it is difficult to offer a large discount across the board not knowing what the commodities market will look like at the time of purchase. Either way, our customers will always receive a larger discount on their Sourcwell quoted price than by any other means they attempt to purchase through. This is how we keep our Sourcwell contract primary.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Certain models in our product mix have better economies the larger the quantity being purchased; others do not. We attempt to maximize the discount based on what model and option combination the customer chooses. If we can create efficiencies with multiple units, we will always pass that savings along to the customer by way of additional discount.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We call these "non-contract items" and usually employ a cost plus model to the item depending on its cost and the amount of additional labor required to facilitate the request. The larger the dollar amount the smaller the additional markup factor. We will calculate our additional labor at our current labor rate of \$120/hr and then discount it according to the level of discount being offered on contract items.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We will provide a line item on our pricing called Pre-Delivery Inspection. This will be a flat rate of \$1,000 and will be included as a contract item. Not all dealers will participate in the PDI fee as some include it as part of their normal pricing and delivery model. Nothing will be in addition to the quoted price. Our Sourcwell quoted price will be all-inclusive.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	We provide a freight matrix as part of our Sourcwell pricing when we submit our price list. These are guaranteed maximum freight rates and are often less once delivered. Again, this will not be outside of our Sourcwell contract.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We provide freight to those locations currently through third party shippers that can haul the truck or equipment on a trailer rather than incurring any mileage to the vehicle. Again, our freight matrix will cover these costs.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For most of our deliveries within the continental U.S. the truck will be driven to its final destination. The customer can choose to have the vehicle transported on a trailer so as to not incur the mileage. Although this is more expensive, the optional rates will be included as part of the contract pricing.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We have been performing this audit for several years now with our contract. We have a sales administrator, Danielle Brown, who is responsible for recording all equipment sales. She ensures that all orders received for Sourcewell contract pricing has all of the proper documentation when accepting the order and that all fees to be paid are properly identified. Sourcewell contract orders are kept in a special file that notifies our Accounts Receivable team when a unit is ready to be invoiced. It is automatically entered into our Sourcewell fees payable account and held until the next payment is due. Our sales administrator personally reviews each Sourcewell payment due and matches it to the equipment sold. Our CFO gets final approval and oversight to ensure nothing was missed during the quarter for which the fee payment is being sent. This gives us 3 separate layers of verification to be certain all necessary fees are paid on time and in full.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We will pay one full percent of the contract purchase price for all equipment and related components due on the invoice. Most of our unit sales are in the 6 figure range. The average fee paid to Sourcewell per transaction for our products is \$1500 per. It can be lower at times, but it can also be as much as \$3,000 per unit. By making it a flat percentage of everything sold, it is easier to track and calculate than any other method we have explored.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our company is laser-focused on bulk waste collection solutions. We do not manufacture or sell any other waste related products. That being said, we have 13 different loader models and over 40 different standard bodies and 6 models of trailers to serve in conjunction with the loaders we manufacture. We offer the largest lineup and broadest variety of bulk waste collection solutions in the entire waste collection industry. You will be able to see this with the brochures in the download section.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	on Page 3 Section II B. 1. b. Knuckleboom and grapple loaders, hook and hoist dumpster loaders, roll-off trucks, and container handlers The above best describes the equipment we will be bidding for this contract. We will not be submitting proposals for a. or c. containers, balers, or compactors.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Commercial/Industrial-sized refuse and recycling containers, roll-off containers and collection bins of metal construction	☐ Yes ☒ No	not offered	*
67	Knuckleboom and grapple loaders	☒ Yes ☐ No	Yes. This is the primary product we are bidding	*
68	Hook and hoist dumpster loaders	☒ Yes ☐ No	We have models that are designed to work in conjunction with hook and cable hoists. We will be submitting option pricing on the appropriate size and models that our loaders work with.	*
69	Roll-off trucks and container handlers	☒ Yes ☐ No	we have a model CP3 loader that is specifically designed and used for the transportation and placement of commercial front and rear load containers.	*
70	Refuse and recyclable material balers and compactors	☐ Yes ☒ No	not offered	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Since we have had a contract for several years we already track metrics. It is our goal to have our sales % sold through Sourcwell to outpace our overall growth by at least 5%. so far we have been able to accomplish that goal and plan to see the trend continue	*
72	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	95% of the finished products we produce are machined and manufactured in-house. Because of this, we very seldom have supply chain issues. Here in the days of COVID delays, that has become a very significant advantage! not only are we able to meet our new unit production responsibilities but also supply the necessary repair and replacement parts for units already in service. Our technical support staff on-site is second to none. We excel most in customer service and response.	
73	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	We have a continuous improvement plan in place where, lead by a team of our own production and engineering staff, we continuously look for, and find, ways where we can improve product and/or process. This provides our customers the most advance product and ensures we are striving to keep our costs in check. In addition to existing products, we have tripled our engineering staff in the past 2 years with the intent of developing and releasing new products to market that further benefit our customers' need to collect and handle bulk waste.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		No Exceptions

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Financial Strength CPA Letter & Altus Report.pdf - Tuesday March 23, 2021 12:30:41
 - [Marketing Plan/Samples](#) - Sourcewell_Marketing.zip - Tuesday March 23, 2021 13:24:29
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Statement.pdf - Monday March 22, 2021 13:38:51
 - [Pricing](#) - Sourcewell Price List 2021 (2).zip - Monday March 29, 2021 13:39:02
 - [Upload Additional Document](#) - COI and Terms.zip - Monday March 29, 2021 15:18:41

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Casey Hardee, President/CEO, Petersen Industries, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Bulk_Solid_Waste_Equipment_RFP_040621 Fri February 19 2021 08:07 AM	☒	1
Addendum_1_Bulk_Solid_Waste_Equipment_RFP_040621 Thu February 18 2021 01:07 PM	☒	1

Quote

Petersen Industries, Inc.

4000 SR 60 W

Lake Wales, FL 33859

Phone: (800) 930-5623

email: parts-service@petersenind.com



Quote No	Quote Date	Page
20242487	4/29/2025	1

Sourcewell No. #040621-PII

Bill To

CITY OF COCOA
ATTN: ACCOUNTS PAYABLE
65 STONE STREET
COCOA, FL 32922
US

Ship to

CITY OF COCOA
ATTN: ACCOUNTS
65 STONE STREET
COCOA, FL 32922
US

END USER: Cocoa, City of (FL)

Customer No		Slspsn	Payment terms			
1739		Daniel Andrews	Net 30			
Loc	PPD/COL	Ship via		Ship Date		
LW		DRIVE AWAY		A.S.A.P.	Delivery Date: 60-90 Days After Chass F	
Qty Ordered		UOM	Item No	Unit price	Disc	Extended price

1.00	EA	LOADER		74,012.00	2.00	72,531.76
AS CONFIGURED BELOW						

Feature/Kit Components- LOADER

1.00	EA	0.TL3	1.00	65,147.00
		MODEL TL3 BASE LOADER		
1.00	EA	03.11SAI	1.00	0.00
		HEAVY DUTY SWING MOTOR		
1.00	EA	03.12 STD HT PED	1.00	0.00
		STANDARD HEIGHT PEDESTAL		
1.00	EA	01.23 PHJ	1.00	6,115.00
		PILOT HYDRAULIC JOYSTICKS		
		FOR DUAL WALK THRU		
1.00	EA	01.24	1.00	479.00
		GRATING HEAT SHIELD (FOR DUAL		
		CONTROLS ONLY)		
1.00	EA	10.16 HDHI	1.00	592.00
		HDHI OUTRIGGER STROBE		
1.00	EA	07.10SB60	1.00	0.00
		STANDARD BUCKET 60"		
1.00	EA	10.04 BUWL	1.00	0.00
		BOOM-UP WARNING LIGHT/AUDIBLE		
		ALARM		
1.00	EA	12.05 HG	1.00	410.00
		HOSE GUARDS- HEAD & VALVE BANK		
1.00	ST	10.97 WL	1.00	375.00
		WORK LIGHTS - (SET OF 2)		
		(1 EACH SIDE OF BOOM)		
1.00	EA	12.36 HD	1.00	0.00
		HD CONTROL BOX		
		THROTTLE ENGINE KILL & HORN		
1.00	EA	12.02 TP	1.00	0.00
		TANDEM PUMP IN LIEU OF SINGLE		
		18 GMP		
1.00	EA	12.25 GS-AM	1.00	894.00
		FRONT MOUNT STROBES AMBER		
1.00	EA	11.02 LBPIO	1.00	0.00
		LOADER SINGLE COLOR PI ORANGE		

1.00	EA	8.0 DUMP BODY		44,095.00	2.00	43,213.10
AS CONFIGURED BELOW						

Feature/Kit Components- 8.0 DUMP BODY

1.00	EA	8.29 2030-HDX	1.00	38,309.00
		MODEL HDX-2030 HARDOX BODY		
		1/8" SIDES, 3/16" FLOOR		
1.00	EA	8.36 PISWLCD	1.00	1,353.00
		PI SELF-WINDING LOAD COVERING		

Quote

Petersen Industries, Inc.

4000 SR 60 W

Lake Wales, FL 33859

Phone: (800) 930-5623

email: parts-service@petersenind.com



Quote No	Quote Date	Page
20242487	10/29/2024	2

Sourcewell No. #040621-PII

Bill To

CITY OF COCOA
ATTN: ACCOUNTS PAYABLE
65 STONE STREET
COCOA, FL 32922
US

Ship to

CITY OF COCOA
ATTN: ACCOUNTS
65 STONE STREET
COCOA, FL 32922
US

END USER: Cocoa, City of (FL)

Customer No

1739

Slspsn

Daniel Andrews

Payment terms

Net 30

Loc PPD/COL Ship via Ship Date

LW

DRIVE AWAY

A.S.A.P.

Delivery Date: 60-90 Days After Chass f

Qty Ordered	UOM	Item No	Unit price	Disc	Extended price
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DEVICE (ADD-ON)

1.00	EA	8.72 OPRD SINGLE PIECE REAR DOOR (REPLACES STND BARN DOORS)	1.00		1,445.00
1.00	EA	8.47 WL-BW WIRE LOOM FOR BODY WIRING	1.00		0.00
1.00	EA	10.10 LED FLASH AMBER LED FLASHERS IN REAR CORNER POST	1.00		430.00
1.00	EA	8.77ANSI ANSI Z245 PACKAGE	1.00		0.00
1.00	ST	10.98 WLCB WORK LIGHTS - (SET OF 2) (CURBSIDE UNDER BODY)	1.00		375.00
1.00	ST	10.98 WLSB WORK LIGHTS - (SET OF 2) (STREETSIDE UNDER BODY)	1.00		375.00
1.00	EA	8.76 RCMTL REAR CAMERA MOUNTED IN REAR MARKER LIGHT-TV-550	1.00		1,808.00
1.00	EA	11.02B BODY COLOR: BLACK	1.00		0.00

1.00	EA	CHASSIS-OTHER CHASSIS, FOR NEW LOADER 2024 Mack MD7-42R Cummins 300HP / 660 LB-FT Torque Allison 2500 RDS 33K GVWR ***** VIN #SS075176	104,773.00	2.00	102,677.54
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Tony Jones / 321-355-8926

SubTotal	218,422.40
Delivery	600.00
Tax	0.00
Total Quote	219,022.40

Signature

Date

THE QUOTE TOTAL MAY NOT REFLECT MISCELLANEOUS CHARGES, FREIGHT OR SALES TAX

3% Surcharge if paid by Credit card

Credit Card Total

225,593.07



December 12, 2024

City of Cocoa
65 Stone Street
Cocoa, FL 32922

RE: Petersen TL3 Head Scan

Dear Tony Jones:

It has come to our attention that the head weldment on your Petersen TL3 Lightning Loader (TL3-0706-2072) is severely damaged and needs to be replaced. Whenever units come in for service, we analyze the head with an Ultrasound device to check for cracks. We do this because these cracks will lead to a catastrophic failure which could cause severe injury or death.

We cannot tell you when the head will fail, but it will fail if kept in service. If you choose not to replace the head weldment, we will require you to sign this letter releasing Petersen Industries, Inc from all liability or legal action.

We deeply appreciate your business and only want to impart how serious this matter is.

Thank you,

Samuel S. Petersen

COO

Petersen Industries, Inc.

WWW.PETERSENIND.COM

4000 SR 60 West | Lake Wales, FL 33859-8234 | t 800.930.LOAD (5623) | p 863.676.1493 | f 863.676.6844



WWW.PETERSENIND.COM

4000 SR 60 West | Lake Wales, FL 33859-8234 | t 800.930.LOAD (5623) | p 863.676.1493 | f 863.676.6844



May 2, 2025

To: All Departments

Subject: Approved use of Sourcewell contract 040621-PII

The Purchasing Department has reviewed Sourcewell contract 040621-PII Petersen Industries and has confirmed that the terms are acceptable for departmental use through **June 2, 2025**, with extensions available through June 2, 2026. Service agreements and purchase orders issued prior to this date will remain in effect for the agreed period.

Sourcewell contract 040621-PII gives access to the purchase of Lightning Loaders at a discount from list price of 2%.

Sourcewell is a public agency created by the Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec. 3), and has conducted this solicitation in compliance with the highest government procurement standards which promote maximum fair and open competition. The Sourcewell solicitation and agreement allow for cooperative purchasing by any eligible member which is defined in section 5.A in the agreement as any “public and nonprofit entities across the United States and Canada.” Section 6.B allows for “additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier.”

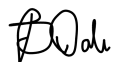
Should the City require additional agreements to be made with the vendor there is a provision in section 6.C which allows for, “Specialize Service Requirements.” Should the City have additional specifications, or specialized requirements, then the City and the Supplier, “may enter into a separate, standalone agreement, apart from this Contract.”

Employees making purchases from this vendor should reference this contract when requesting quotations. Through the issuance of a Purchase Order, the City of Cocoa terms and conditions will be recognized and enforced as if included in the original agreement.

The Vendor Quote and Purchase Order must clearly reference that pricing is being provided in according with this contract. The quote must also show the original list price, and the discount percentage applied. Departments will ensure that the discount provided is greater than or equal to pricing discount listed in the contract.

The vendor must accept the Terms and Conditions issued along with the Purchase Order. Departments are required to obtain any additional documentation such as a COI and e-Verify affidavit when required. If purchase is greater than the City Manager purchasing authority and/or if the purchase results in a service agreement which is active in more than one fiscal year, the department must also obtain the approval of City Council.

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



Brian Dale
Purchasing Manger
City of Cocoa

REFERENCES:

1. Sourcewell Contract 040621-PII:
<https://files.sourcewell.org/public/Shared%20Documents/Solicitations/10367/00003206/Contract%20Documents/Petersen%20Ind.%20Contract%20040621.pdf>

RESOLUTION NO. 2025-028

**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 13th day of May, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



City of Cocoa Budget Adjustment Form FY2025- 017-IFT

Select Adjustment Type: Budget Transfer

Requesting Department #: 3520-PW

Date Prepared: 5/5/25

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 91,600	423-0000-389.99-50	FUND BAL-APPROP. RESERVES		\$ 91,600	
\$ 91,600	001-0000-381.91-23	TRF FROM STORMWATER (423)		\$ 91,600	
\$ 127,423	001-0000-389.99-50	FUND BAL-APPROP. RESERVES		\$ 127,423	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 310,623 Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
\$ 91,600	423-3570-538.391-01	TRF TO GENERAL FUND (001)		\$ 91,600	
\$ 91,600	001-3520-572.64-00	MACHINERY AND EQUIPMENT		\$ 91,600	CA2501
\$ 127,423	001-3520-572.64-00	MACHINERY AND EQUIPMENT		\$ 127,423	CA2501
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
				\$ 0	
\$ 310,623 Total					

Reason/Justification for Adjustment:

This is a two part transaction. The inter-fund transfer portion of \$91,000 is for Stormwater to cover a portion of the Load Claw Truck. As it will be in the Grounds and Beautification division. The total amount is to be \$219,023 assigned to to Grounds and Beautification, with the remaining \$127,423 coming from the amendment portion to use General Fund Balance. Agenda 25-433

City Council Approval Needed? Yes: ☒ No: ☐

Date Approved: _____

Resolution #: 2025-028

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

Abigail Morgan
Digitally signed by Abigail Morgan
Date: 2025.05.05 09:09:25 -04'00'
Requestor's Signature

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.05.05 09:21:38 -04'00'
Finance Approval Signature

Finance Director's Signature

Abigail Morgan
Digitally signed by Abigail Morgan
Date: 2025.05.05 09:09:44 -04'00'
Department Director's Signature

Lora Howell
Digitally signed by Lora Howell
Date: 2025.05.05 09:25:42 -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: May 2, 2025
Agenda Date: May 13, 2025
File ID: 2025-435
Prepared By: Jennifer Webster, Senior Planner
Through: Stockton Whitten, City Manager
Requested Action: Staff requests City Council APPROVE a correction to the Development Agreement for affordable housing and Purchase and Sale Agreement in the Michael C. Blake Subdivision in Cocoa, Florida, situated in the Diamond Square Community Redevelopment area, affecting approximately 2.83 acres of city-owned property, located generally on Mango Avenue, Valencia Avenue, and Blake Avenue between Barbara Jenkins Street and Stone Street, for the development of seventeen (17) existing parcels of real property into thirty-two (32) affordable, single-family homes with lots not less than thirty-seven (37) feet in width and ninety-five (95) feet in depth, previously approved on April 22, 2025, correcting the lot width from 37' to 36.25' for four of the lots and updating the Schedule of Performance Obligations.

BACKGROUND:

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

April 02, 2025, The Planning and Zoning Board voted unanimously to recommend that City Council APPROVE the Development Agreement for the Michael C. Blake Subdivision.

April 22, 2025, City Council APPROVED the Development Agreement and Purchase and Sale Agreement for the Michael C. Blake Subdivision.

RECOMMENDED MOTION:

Staff requests City Council APPROVE a correction to the Development Agreement for affordable housing and Purchase and Sale Agreement in the Michael C. Blake Subdivision in Cocoa, Florida, situated in the Diamond Square Community

Redevelopment area, affecting approximately 2.83 acres of city-owned property, located generally on Mango Avenue, Valencia Avenue, and Blake Avenue between Barbara Jenkins Street and Stone Street, for the development of seventeen (17) existing parcels of real property into thirty-two (32) affordable, single-family homes with lots not less than thirty-seven (37) feet in width and ninety-five (95) feet in depth, previously approved on April 22, 2025, correcting the lot width from 37' to 36.25' for four of the lots and updating the Schedule of Performance Obligations.

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

CITY OF COCOA

DEVELOPMENT AGREEMENT FOR AFFORDABLE HOUSING –

MICHAEL C. BLAKE SUBDIVISION PROJECT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and executed this _____ day of _____, 2025, by and between the **CITY OF COCOA**, a Florida Municipal Corporation (“**City**”), whose address is 65 Stone Street, Cocoa, Florida 32922 and **LENNAR HOMES, LLC**, a Florida limited liability company (“**Developer**”), whose principal address is 5505 Waterford District Drive, Miami, FL 33126.

WITNESSETH:

WHEREAS, the City is the owner of fifteen (15) parcels of real property within the Michael C. Blake platted subdivision, recorded in the Plat Book of Brevard County, Book 66, Page 69, as well as two (2) parcels of real property located in the Amended Map of College Park subdivision, recorded in the Plat Book of Brevard County, Book 5, Page 72, totaling approximately 2.83 acres, located generally on Mango Avenue, Valencia Avenue, and Blake Avenue between Barbara Jenkins Street and Stone Street, being more particularly described on **Exhibit “A”**, attached hereto and incorporated by this reference, consisting of the following Tax Parcel IDs: 24-36-32-07-*-5, 24-36-32-07-*-6, 24-36-32-07-*-9, 24-36-32-07-*-10, 24-36-32-07-*-4, 24-36-32-07-*-11, 24-36-32-07-*-3, 24-36-32-07-*-12, 24-36-32-07-*-2, 24-36-32-07-*-13, 24-36-32-07-*-1, 24-36-32-07-*-14, 24-36-32-CC-13-7, 24-36-32-CC-13-14, 24-36-32-07-*-15, 24-36-32-07-*-16, 24-36-32-07-*-17 (collectively the “**Property**”); and

WHEREAS, the City acquired a portion of the Property from the Cocoa Housing Authority for purposes of developing affordable housing and previously subdivided such portion of the Property into the Michael C. Blake subdivision; and

WHEREAS, the Property is located in the Diamond Square Community Redevelopment Area; and

WHEREAS, the City solicited proposals in September 2024 via RFP P-25-02-COC for the redevelopment of the Property into affordable, single-family housing to further the Diamond Square Community Redevelopment Plan objectives; and

WHEREAS, in October 2024, the Developer submitted a proposal to the City titled “Lennar Homes, LLC Proposal in Response to Request for Proposal P-25-02-CC For the Purchase/Disposal of Surplus Real Estate for the Development of Affordable Housing in the Michael C. Blake Subdivision in Cocoa, Florida 32922 Situated in the Diamond Square Community Redevelopment Area,” which proposed that the Property be developed as thirty-two (32) homesites, each of which would accommodate a two-story, approximately 16’ wide home carefully designed to maximize usable space with sizes ranging from 1,295 square feet to approximately 1,700 square feet (each referred to herein as a “homesite”), which would be sold for a maximum sales price not exceeding the affordable threshold established by HUD at the time of sale; and

WHEREAS, the Property is located in the Medium Density Residential Future Land Use category, with a maximum density of 15 dwelling units per acre, and is zoned RU-1-7, Single-Family Dwelling District, which generally requires larger lot sizes of at least 7,500 square feet with 75’ minimum widths; and

WHEREAS, the Diamond Square Community Redevelopment Area already consists of many smaller lots that are nonconforming as they are 50’ or less in width, and the City Council via Ordinance 12-2024, recently reduced required setbacks specifically in the Diamond Square Community Redevelopment Area, to promote the development of essential housing on currently available small lots as one means of addressing housing needs; and

WHEREAS, pursuant to its Florida Municipal Home Rule Powers and the City of Cocoa Code of Ordinances (“City Code”), Section 15-21, the City Council may approve Development Agreements which waive certain provisions of the City's land development regulations when in the public interest and consistent with the Comprehensive Plan, provided the Developer demonstrates a bona fide need for the variance or waiver and agrees to provide significant enhancements to the Property in exchange for the variance or waiver; and

WHEREAS, the City Council finds and declares that this Development Agreement serves a public purpose and serves the public health, safety and welfare of the citizens and visitors of Cocoa, which includes promotion of the development of essential high quality safe, affordable and attainable housing on currently available land in the Diamond Square Community Redevelopment Area; and

WHEREAS, the Parties agree to fully cooperate with each other to facilitate the City’s goal of promoting the development of essential high quality safe, affordable and attainable housing on the Property in accordance with the terms and conditions stated herein; and

WHEREAS, as the owner of the Property, the City desires that the Property be developed and proceed in accordance with the schedule and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

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

2.0 Authority. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and Section 15-21 of the City Code.

3.0 Purchase and Sale Agreement.

- (A) As of even date herewith, the Parties have entered into that certain Agreement for the Purchase and Sale of Real Property (Michael C. Blake Subdivision Project) (the “**PSA**”), which shall, among other things, govern the conveyance of the Property from the City to the Development (the “**Closing**”). Pursuant to the PSA, Developer shall have a period of sixty (60) days for the purpose of investigation, discovery, and testing of the Property (the “**Investigation Period**”). Developer shall have the absolute and unqualified right to terminate this Agreement at any time prior to the expiration of the Investigation Period for any reason whatsoever or for no reason. In order to proceed under this Agreement, Developer must deliver written notice to City, reflecting Developer’s decision to proceed (the “**Notice to Proceed**”), which Notice to Proceed must be delivered to City prior to the expiration of the Investigation Period. If Developer does not deliver the Notice to Proceed, this Agreement shall automatically terminate. If this Agreement is terminated pursuant to this Section, this Agreement shall automatically terminate and the City shall be entitled to draw upon the Irrevocable Standby Letter of Credit included with the Developer’s RFP Proposal, and thereafter neither party shall have any further rights or obligations hereunder.
- (B) If the PSA is terminated for any reason, this Agreement shall automatically terminate and the City shall be entitled to draw upon the Irrevocable Standby Letter of Credit included with the Developer’s RFP Proposal, and neither party shall have any further rights or obligations hereunder.

4.0 Project Description and Requirements. Developer shall, at its expense, replat, design, permit and construct no more than 32 single-family homes on the Property. The project shall specifically consist of no more than thirty-two (32) single-family homes on individually platted lots, each of which would accommodate a two-story, approximately 16’ wide home carefully designed to maximize usable space with sizes ranging from approximately 1,295 square feet to approximately 1,700 square feet. A single-story model of approximately 1,840 square feet shall also be available on certain lots. The project shall include a minimum of four (4) available floorplans and twelve (12) elevations, to achieve architectural diversity and a broader range of choices for residents, and each home will have a minimum 2 bathrooms and three to four

bedrooms. Prior to the sale of the homes, the Developer, or a third-party selected by the City and acceptable to the Developer in its reasonable discretion (a “**Third-Party Qualifier**”), shall identify and income-qualify potential homebuyers to ensure purchasers are classified as either very-low, low, or moderate income persons as defined in Section 420.0004, Florida Statutes. The Developer shall be responsible for all costs of utilizing a Third-Party Qualifier.

(Hereinafter the project description and requirements are referred to as the “**Project**”).

The Project is generally depicted on the Conceptual Development Plan, which consists of a proposed concept site plan that is attached hereto and fully incorporated by reference herein as **Exhibit “B”** (“Conceptual Development Plan”). The Project shall be constructed in accordance with the requirements set forth in this Agreement.

5.0 Conceptual Development Plan. The Project shall be substantially developed in accordance with the Conceptual Development Plan which is attached hereto as **Exhibit “B”**. The Conceptual Development Plan is intended to be the general blueprint which details key aspects of the future physical development of the Property. The Conceptual Development Plan shall also serve as a necessary guide for future permit applications and permitting necessary to complete the construction of the Project. Developer shall have the obligation to further submit and obtain the City’s approval for a preliminary plat, final plat, and final site plan/final engineering plans (collectively referred to as the “**Final Site Plan**”). These submissions must be consistent with one another, align in all material respects with the Conceptual Development Plan, and comply with the City Code. The City and Developer expressly acknowledge and agree that the Conceptual Development Plan attached as **Exhibit “B”** was prepared prior to application for and submittal of engineering plans, including detailed engineering analysis of required stormwater retention and fire flow for the Project. During the Final Site Plan process, the Project shall be duly engineered and provided to the City for consideration under applicable City Codes, which must be observed and compliance achieved. Developer acknowledges and agrees that Developer shall proceed with preparation of development permit applications at its own risk given that a full engineering analysis of the Property’s suitability for the Project has not been performed. Should the City determine that the Conceptual Development Plan cannot be achieved while maintaining compliance with the City Code, except those waivers otherwise granted herein, during the Final Site Plan process the City shall have the right to deny Final Site Plan approval and may terminate this Agreement at its discretion. Upon termination, the City shall have revoked any approval of the Conceptual Development Plan. In effect, upon termination, the Developer shall have no further right or obligation to develop the Property. As further described below in Section 23.0 and 28.0, the City further reserves its right to process any Final Site Plan application in accordance with its police power and regulatory authority, which may result in denial of the application should compliance with City Codes and this Agreement not be achieved. In either the case of termination or denial of Final Site Plan approval, each Party shall bear their own costs and expenses incurred up to such date. The execution of this Agreement and approval of the Conceptual Development Plan herein shall not be construed under any circumstances as binding the City to either permit or convey the Property to the Developer, but merely constitutes initial approval of the Project design, subject to future conditions imposed by the City and assurances of the Developer.

While the City recognizes this Conceptual Development Plan may be reasonably modified to accommodate necessary changes associated with final engineering of the Project, any such modification may not include a different use of the Property nor a deviation from any condition provided in this Agreement. The Conceptual Development Plan shall be subject to reasonable adjustments at the Final Engineering Plan phase in order to bring the Project into full compliance with the City Code, and as a result, the exact location, layout and dimensions of the buildings, landscaping, entrances, utilities, parking and other site improvements may vary slightly between Conceptual Development Plan approval and approval of the Final Engineering Plans. These changes shall be allowed as long as the changes are consistent with the development standards noted in this Agreement and preserve the general character of the development shown on the Conceptual Development Plan.

6.0 Building Elevations and Floor Plans. The building and related floor plans shall be constructed substantially in accordance with the building elevations and floor plans depicted and set forth on **Exhibit “C,”** which is attached hereto and incorporated herein by this reference (“**Building Plans**”). Further, other aspects of the building façade and roof lines, color scheme, and architectural features depicted on the building may have to be adjusted during the City’s final review and approval procedures to satisfy the requirements of the City Code.

7.0 Project Enhancements. In accordance with Section 15-21 of the City Code and in consideration of the variances and waivers granted in Section 8.0 below, the Developer agrees to incorporate the following development enhancements into the Final Site Plan:

- (A) **Income-Qualified Buyers.** The Developer agrees to income qualify, which may be conducted by a Third-Party Qualifier, all potential homebuyers to ensure the purchasers are classified as very-low, low, or moderate income persons as defined in Section 420.0004, Florida Statutes. The Developer agrees that the City may request a copy of the client file from the Third-Party Qualifier if used. Further, the Developer agrees to provide information to all potential homebuyers regarding any then-available programs through Lennar Mortgage to buy down the mortgage for a homesite.
- (B) **Affordable Purchase Price.** The Developer agrees that homes in the Project shall be affordable homes. Accordingly, no home shall be sold for a price exceeding the maximum sale price for affordable single-family homes established by the United States Department of Housing and Urban Development (HUD) at the time of sale, as published by the HUD Office of Policy Development and Research, in the HOME and Housing Trust Fund Homeownership Sales Price Limits, Palm-Bay-Melbourne-Titusville, FL MSA. In addition, the Developer shall convey all lots within the Project subject to a restrictive covenant, in a form acceptable to the City Attorney, providing that the sales price set forth herein shall remain the maximum sales price for said lots for a period of one (1) year from the date of Closing to ensure that home shall be utilized for an affordable residence for a minimum of one year.

- (C) Landscaping, Fencing, and Playground Equipment for the Harry T. Moore Center. Several lots in the Project adjoin the Harry T. Moore Center, and the adjoining properties require an adequate buffer to ensure compatibility. In addition, small lot sizes for the Project will likely result in little room for family amenities and play equipment. Therefore, the City agrees to prepare an enhanced landscape and decorative fence plan for the buffer and assist the Developer in selection of playground equipment for the Harry T. Moore Center; which, in the judgment of Developer, such plan shall not require the expenditure of more than one hundred and seventy-five thousand dollars (\$175,000.00) to complete. The Developer agrees that, prior to the issuance of the tenth (17th) certificate of occupancy for the Project, it shall complete or cause to be completed the enhanced landscaping, decorative fencing, and playground equipment plan prepared by the City around the Harry T. Moore Center. The construction contractor and/or the Developer shall be required to provide the City and its officials and employees with a written indemnification and hold harmless agreement in a form subject to approval of the City Attorney. Further, the construction contractor and/or the Developer must provide current certificates of worker's compensation, general liability and automobile insurance as provided in the City's Financial Operations Manual. In performing the landscaping services, the Developer, its contractors or subcontractors shall comply with all applicable federal, state and local laws, ordinances, and regulations, including without limitation providing Worker's Compensation, Unemployment Insurance and Social Security. The landscaper and/or the Developer shall be required to post a one (1) year landscape maintenance bond or cash bond, which shall be in an amount not less than ten percent (10%) of the cost of the work, in favor of the City. The form of said bond shall be subject to approval of the City Attorney.
- (D) The Project shall incorporate the use of energy efficient lighting systems, insulation and ENERGY STAR rated windows, low-flow water fixtures, modern heat pumps, and energy efficient HVAC systems. The Project shall also install Florida-Friendly Landscaping for the Cocoa area as listed in the Plant Guide published by the University of Florida IFAS Extension.

8.0 Variances and Waivers. In accordance with Section 15-21 of the City Code and, in exchange for the significant project enhancements described above in Section 7.0, the City Council hereby approves the following waivers from the City Code:

- (A) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The minimum lot size shall be reduced from 7,500 square feet to a minimum of 3,515 square feet, and 3,443.75 square feet for four (4) of the homesites.
- (B) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The minimum lot width shall be reduced from 75 feet to 37 feet, and 36.25 feet for four (4) of the homesites.
- (C) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The minimum lot depth shall be reduced from 100 feet to 95 feet deep.

- (D) Appendix A Zoning, Article XI, Section 3(E), Single-Family Residential District. The maximum lot coverage shall be increased from 30 percent to 50%. This waiver shall not be construed as a waiver of the maximum impervious surface ratio required within the Medium Density Residential future land use category.

9.0 Development Schedule and Future Permitting. Within three (3) months following the expiration of the Investigation Period the Developer shall, at its expense, prepare and file development permit applications for a Final Site Plan (excluding final plat) for the Project, consistent with the Conceptual Development Plan. As the Property owner, the City herein grants authorization to the Developer to apply for such permits consistent with the terms and conditions of this Agreement. City shall expedite the review of all such permit applications to the extent reasonably possible. The Developer shall diligently pursue and obtain, in good faith, final approval of the Final Site Plan (excluding final plat) within six (6) months following the expiration of the Investigation Period. If the Developer fails to obtain such final approval from the City (a/k/a - a final development order) within the aforesaid six (6) months following the expiration of the Investigation Period, the City shall have the right to declare the Developer in default pursuant to Section 29.0 of this Agreement. If the Developer does not cure the default within the cure period, the City shall have the right, but not obligation to, terminate this Agreement without penalty and shall be entitled to draw upon the Irrevocable Standby Letter of Credit included with the Developer's RFP Proposal.

The Developer further shall be required to, within three months of preliminary plat approval, substantially complete all horizontal common infrastructure necessary to serve the subdivision and apply for final plat approval in accordance with Section 18-30 of the City Code. Developer shall not be permitted to apply for final plat approval until all common infrastructure necessary to serve the subdivision, such as utility improvements and master stormwater improvements, to the extent applicable, are substantially completed. However, because the Project will be served by already-constructed public streets, the City Manager may, within his or her sole discretion, waive the requirement to obtain a preliminary plat to the extent that no master improvements are necessary to be constructed to serve the Project. In such a case, the Developer may immediately apply for a final plat concurrently with application for final site plan/final engineering plan approval.

Following final plat approval, the Developer shall obtain building permits and substantially commence vertical construction of at least four (4) of the homesites within three (3) months of final plat approval. Thereafter, the Developer shall apply for and obtain building permits and commence vertical construction of at least (4) additional homes every month such that all building permits have been obtained and the vertical construction of the thirty-two homesites has commenced within ten (10) months of final plat approval. Commencement of vertical construction for purposes of this Agreement shall require, at minimum, foundations have been poured and rough framing commenced. If the Developer fails to substantially commence vertical construction each month as provided in this Section, the City shall have the right to declare the Developer in default of this Agreement. Termination shall automatically become effective at the end of the cure period as provided in Section 29.0 in the event the Developer fails to substantially commence vertical construction as provided in this Section, and the City may exercise its default option(s) pursuant to Section 10.0(B) of this Agreement.

The Developer agrees that all certificates of occupancy for the thirty-two (32) homesites must be issued within fifteen (15) months of the Final Site Plan approval.

A Schedule of Major Performance Obligations required by this Agreement is attached as **Exhibit “D”** (the “**Schedule of Major Performance Obligations**”). The Schedule of Major Performance Obligations is intended to summarize several major benchmarks set forth in the Agreement and is set forth for convenience purposes only. To the extent of any conflict between any provision set forth in this Agreement and the Schedule of Major Performance Obligations, the conflicting provision in the Agreement shall control.

The Developer shall be solely responsible for obtaining any and all necessary local and state permits including, but not limited to, an excavation/grading permit, building permits, and any environmental permit approvals which are required in order to allow the Developer to satisfy the construction/development schedule and other terms and conditions of this Agreement. Issuance of a development permit or development order by the City does not create any right on the part of the Developer to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the Developer fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. All other applicable state or federal permits shall be obtained by the Developer, at the Developer’s expense, before commencement of the development.

10.0 Purchase Price of Property; City Options in the event of Developer Default.

(A) Purchase Price. The Developer has offered to purchase the Property for a Purchase Price, as defined in the PSA, of four hundred and eighty thousand dollars (\$480,000.00), which is the equivalent of \$15,000.00 per homesite. The City Council hereby accepts the offer of the Developer and determines herein, pursuant to Section 163.380, Florida Statutes, that the Purchase Price of the Property represents the value determined to be in the public interest for the proposed uses and Project in accordance with the Diamond Square Community Redevelopment Plan. In determining the value of the Property as being in the public interest for uses in accordance with the community redevelopment plan, the City has taken into account and given consideration to the long-term benefits to be achieved by the City resulting from incurring short-term losses or costs in the disposal of such real property; the uses provided in such plan; the restrictions upon, and the covenants, conditions, and obligations assumed by, the Developer; and the objectives of such plan for the prevention of the recurrence of slum or blighted areas.

(B) City Options in the event of Developer Default. The Developer agrees that the City has an overriding and legitimate public interest in ensuring that the Property be redeveloped in accordance with the terms and conditions of this Agreement. Therefore, to provide the City assurances that it will fulfill its commitment to develop the Property once the City conveys any portion thereof to the Developer, in addition to any other remedies available at law or in equity to the City upon a Developer default, including specific performance of the covenants required herein, the Developer agrees that should the Developer fail to perform each and every one of its obligations hereunder following the conveyance of the Property to the Developer, the City shall have the option to repurchase any homesite upon which Developer has not commenced

construction, as evidenced by the commencement of trenching activities for the foundation of the home, for \$15,000.00 per such homesite.

(C) **Restoration Guaranty.** In the event Developer abandons construction of any homesite of the Project after commencement of such construction, the Developer shall be obligated to raze all partially completed improvements on such abandoned homesites and shall sod the applicable portion of the Property. The foregoing obligation of the Developer shall be guaranteed by a letter of credit in the amount of \$100,000.00, which shall be delivered to the City prior to the issuance of the first building permit. As used herein, the term “abandons” shall mean either (a) the Developer ceases all construction activities on the homesite for a period of six (6) months, subject to the Force Majeure provisions in this Agreement; or (b) the Developer notifies the City of its intent to abandon construction in part or in whole.

11.0 Conveyance of Property; Closing Terms. No sooner than the date that the Developer obtains preliminary plat and final site plan approval for the Project from the City, the Developer shall request that the City convey the Property, which shall be conveyed in a single transaction and in accordance with the terms of the PSA. Conveyance shall be required before the Developer commences any construction on the Project and shall occur under the following conditions:

(A) **Notice.** The Developer shall provide the City a written notice requesting conveyance of the Property (the “**Conveyance Notice**”).

(B) **Financing and Construction Commitments.** As a condition precedent to the City’s obligation to convey the Property, or any portion thereof, as required by this Section 11.0, the Developer shall provide and deliver to the City the following prior to Closing (collectively, the “**Conditions Precedent**”):

(1) **Financing.** Written letter from an authorized representative of the Developer, addressed to the City’s Mayor, affirmatively confirming that the Developer has made a final decision to purchase the Property and commence construction in accordance with the terms and conditions of this Agreement.

(2) **Performance Bonds.** Written proof of a performance bond or other surety by the Project’s general contractor for the completion of the construction of the Project, in a form acceptable to the lending institution, private lender, or equity group financing the Project construction.

(C) **Closing Terms.** The following closing terms shall apply with respect to the conveyances:

(1) Unless otherwise agreed to by the parties in writing, the Closing date for conveyance of the Property by the City to the Developer pursuant to the PSA shall be sixty (60) days from the applicable Conveyance Notice unless the Developer fails to satisfy the condition precedents set forth in this Section 11.0. If the Developer fails to satisfy the Condition Precedents within said sixty (60) day time period, the City shall have the right to declare the Developer in

default pursuant to Section 29.0 of this Agreement. If the Developer does not cure said default within the cure period, the City shall have the option to terminate the conveyance and/or this Agreement without penalty.

(2) Except as otherwise provided for herein, the Developer shall accept the Property in “as-is” condition subject to the Development Covenants required by Section 12.0 of this Agreement and the terms and conditions of the PSA.

12.0 Development Covenants. The following development covenants (the “Development Covenants”) shall survive the Closing under the PSA:

(A) The Developer shall develop the Property in accordance with the terms and conditions of this Agreement and is without the power to sell, lease, or otherwise transfer the Property without the prior written consent of the City until such time that the Developer has completed the construction of any or all improvements which the Developer has obligated itself to complete pursuant to this Agreement and the final plat is approved and recorded by the City.

(B) The Property shall be maintained and used as single-family residences on individually platted lots.

(C) Except for the first mortgage required by the Developer’s primary lender on the Project, the Developer shall not encumber the Property with any other mortgage, lien, or other encumbrance without the prior written consent of the City until such time the City approves and records the final plat, and issues a final certificate of occupancy for at least one lot on the Property.

(D) The covenants shall run with the land and be binding upon any subsequent owners of the Property. Further, the covenants shall provide that the City shall have the right to enforce the covenants against any owner of the Property in accordance with any and all applicable legal or equitable remedies afforded the City by law. Such remedies shall include the City’s right to seek reimbursement for reasonable attorney’s fees and costs incurred by the City to enforce the covenants in a court of competent jurisdiction through all appellate court proceedings.

13.0 Representations of the Parties. The City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Developer, constitute a legal, valid and binding obligation enforceable against the parties hereto. Upon acquisition of the Property by the Developer and the recording of this Agreement in the Public Records of Brevard County, Florida, the Agreement shall be a binding obligation upon the Property in accordance with the terms and conditions of this Agreement. Developer represents that it has voluntarily and willfully executed this Agreement for purposes of binding himself and the Property to the terms and conditions set forth in this Agreement.

14.0 Successors and Assigns. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with title to the same upon being duly recorded against the Property by the City.

15.0 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be in Brevard County, Florida or, for federal court actions, in the Middle District of Florida, Orlando Division.

16.0 Amendments. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Council.

17.0 Entire Agreement; Exhibits. This Agreement and all attached exhibits hereto supersede any other agreement, oral or written, regarding the Property and contain the entire agreement between the City and Developer as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

18.0 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

19.0 Effective Date. This Agreement shall become effective upon approval by the City Council and execution of this Agreement by both parties hereto.

20.0 Recordation. Upon full execution by the Parties and the completion of Closing following Final Site Plan approval, this Agreement shall be recorded in the Public Records of Brevard County, Florida by the City.

21.0 Relationship of the Parties. The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. 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.

22.0 Sovereign Immunity. 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, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. The Developer agrees that the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person over two hundred thousand dollars

(\$200,000.00), or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

23.0 City's Police Power. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

24.0 Interpretation. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

25.0 Third-Party Rights. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

26.0 Specific Performance. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity, except that the City shall not provide specific performance as a remedy to Developer.

27.0 Attorney's Fees. Except as provided in Section 12.0, in the event of any action arising under this Agreement, whether or not a lawsuit or other proceeding is filed, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees incurred in any way in connection with the matter, whether incurred before litigation, during litigation, during appeal, or in connection with enforcement of a judgment, including, but not limited to, attorneys' and experts' fees. Attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs, shall also be borne by each party, respectively, except for those circumstances in which Section 12.0 applies.

28.0 Development Permits. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend or terminate any and all certificates of occupancy for any building, trailer, structure or unit if Developer is in breach of any term and condition of this Agreement; provided Developer is provided notice of such breach and opportunity to cure same pursuant to Section 29.

29.0 Default. Developer Default. Failure by the Developer to perform each and every one of its obligations hereunder, and the City is not otherwise be in default of this

Agreement, shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity including, without limitation, termination of this Agreement, exercising the default obligations pursuant to Section 10.0, terminating the City's obligation to convey the Property, or an action for specific performance or injunctive relief. Prior to the City filing any action as a result of a default under this Agreement, the City party shall first provide the Developer with written notice of said default. Upon receipt of said notice, the Developer shall be provided a sixty (60) day opportunity in which to cure the default to the reasonable satisfaction of the City prior to filing said action.

City Default. In the event that the City shall fail to perform each and every one of its obligations hereunder, and the Developer shall not otherwise be in default of this Agreement, then the Developer shall provide the City written notice of such default. The City shall have thirty (30) days from receipt of such notice to cure said default. If the City shall fail to cure such default within the thirty (30) day time period, then the Developer's sole remedy shall be to terminate this Agreement and be reimbursed for all actual out-of-pocket geotechnical, engineering, construction, architectural, permitting, and title examination costs (excluding attorney's fees and related costs) related to the Property which were incurred subsequent to the City's approval of the Conceptual Development Plan and prior to the City's failure to convey the Property. The City shall reimburse the Developer within sixty (60) days of written termination of this Agreement. At time of payment, the Developer shall deliver to the City all original plans, reports, permits, and other documents provided to the Developer by any company, consultant, or agency related to the City's reimbursement payment required under this subparagraph.

30.0 Termination. In addition to those circumstances allowing termination as already expressly provided herein, the City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Developer fails to adhere to the development schedule and deadlines as established herein. In addition, the City shall have the right, but not obligation, to terminate the Agreement if Developer permanently abandons construction of the Project, provided, however, the City shall first deliver written notice and an opportunity to cure to the defaulting party as set forth in Section 29.0 above. If the City terminates this Agreement, the City shall record a notice of termination against the Property in the public records of Brevard County, Florida. This Agreement may otherwise be terminated by mutual written agreement of the Parties.

31.0 Indemnification and Hold Harmless. Developer shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Developer hereby agrees to indemnify, release, and hold harmless the City and its elected officials, employees and attorneys from and against all claims, losses, damages, personal injuries (including, but not limited to, death), or liability (including reasonable attorney's fees and costs through all appellate proceedings), directly or indirectly arising from, out of, or caused by Developer and Developer's contractor's and subcontractor's performance of design, permit and construction activities in furtherance of constructing the Project under this Agreement and the operation and maintenance of the Project thereafter. This indemnification shall survive the termination of this Agreement.

32.0 Force Majeure. The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specified time period ("Time Period")

constitutes a default under the terms of this Agreement and, if any such failure is due to acts of God, acts of government authority (other than the City's own acts, if the City is claiming the benefit of this Section 32.0), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, pandemics, quarantines and "stay-at-home" orders not including COVID-19 (other than the City's own acts, if the City is claiming the benefit of this Section 32.0), injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions, including hurricanes ("Force Majeure Event"), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Force Majeure Event. The extended time period shall be agreed to in writing by the parties and said agreement shall not be unreasonably withheld by either party. The City Manager shall have the authority to grant an extended Time Period. An extension of any Time Period for reasons of a Force Majeure Event shall be requested solely as provided in this Section. Developer hereby waives and relinquishes the right to notify the City of the intent to exercise the tolling and extension of any permit related to the Project, including any Time Periods under this Agreement, development orders, and building permits, available under Section 252.363, Florida Statutes, as the result of a declaration of a state of emergency issued by the Governor for a natural emergency.

33.0 Administrative Extension. Upon good cause shown, the City Manager may grant an extension of up to sixty (60) days for any deadline in the Schedule of Major Performance Obligations. Any further extensions shall require City Council approval.

34.0 Notice. Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

For the City:

City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

With Additional Notice to:

Garganese, Weiss, D'Agresta & Salzman, P.A.
Attn: Anthony A. Garganese, City Attorney
111 N. Orange Avenue, Suite 2000
Orlando, FL 32801

For Developer:

Lennar Homes, LLC
3931 RCA Boulevard, Suite 3105
Palm Beach Gardens, Florida 33410

With Additional Notice to:

Lennar Corporation
5505 Waterford District Drive, 5th Floor
Miami, Florida 33126
Attn: General Counsel

Either party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

35.0 Assignment. Prior to completing the construction of the Project and reaching final build-out of the Project, Developer shall not assign this Agreement without the prior written consent of the City. However, Developer shall be entitled to assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated entity in which Developer or its members are members or interest holders or to any entity that will act as a land bank for the benefit of the Developer upon providing written notice to the City. Any assignment authorized by this subparagraph shall require the assignee to be a formal signatory to this Agreement and fully assume all of Developer's obligations, commitments, representations, and warranties under this Agreement; provided in the event of an assignment to a land bank, the land bank shall not be obligated to be a formal signatory to this Agreement and the Developer shall not be released from such Developer's obligations, commitments, representations, and warranties under this Agreement and the land bank shall not assume same. Such assignment shall also require the written approval of the City by amendment to this Agreement, which shall not require a public hearing and shall not be unreasonably withheld.

36.0 Impact Fees. If the City waives Developer's obligation to pay certain City impact fees (the "**Impact Fees**") to the City, Developer agrees that it shall utilize reasonable efforts to elevate the interior specification levels of the furnishings (i.e. appliances, faucets, cabinets, flooring, etc.) within the applicable home on a dollar-for-dollar basis based on the cost savings to Developer resulting from the waiver of such Impact Fees.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of the following witnesses:

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: _____

Signature of Witness

Printed Name of Witness

Address of Witness

Signature of Witness

Printed Name of Witness

Address of Witness

APPROVED AS TO FORM AND LEGALITY

ATTEST:

By: _____
Monica Arsenault, City Clerk

By: _____
Anthony A. Garganese, City Attorney

CITY SEAL

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (____) physical presence or (____) online notarization, this _____ day of _____, 2025, by Stockton Whitten, the City Manager of the City of Cocoa, a Florida municipal corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

(Notary Public Signature)

(Print Name)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

Signed, sealed and delivered in the
presence of the following witnesses:

LENNAR HOMES, LLC

Print name and title: _____

Date: _____

Signature of Witness

Printed Name of Witness

Address of Witness

Signature of Witness

Printed Name of Witness

Address of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical
presence or (___) online notarization, this _____ day of _____, 2025,
by _____, the _____ of Lennar Homes, LLC, a Florida limited
liability company, on behalf of the corporation, who is personally known to me or produced
_____ as identification.

(NOTARY SEAL)

(Notary Public Signature)

(Print Name)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

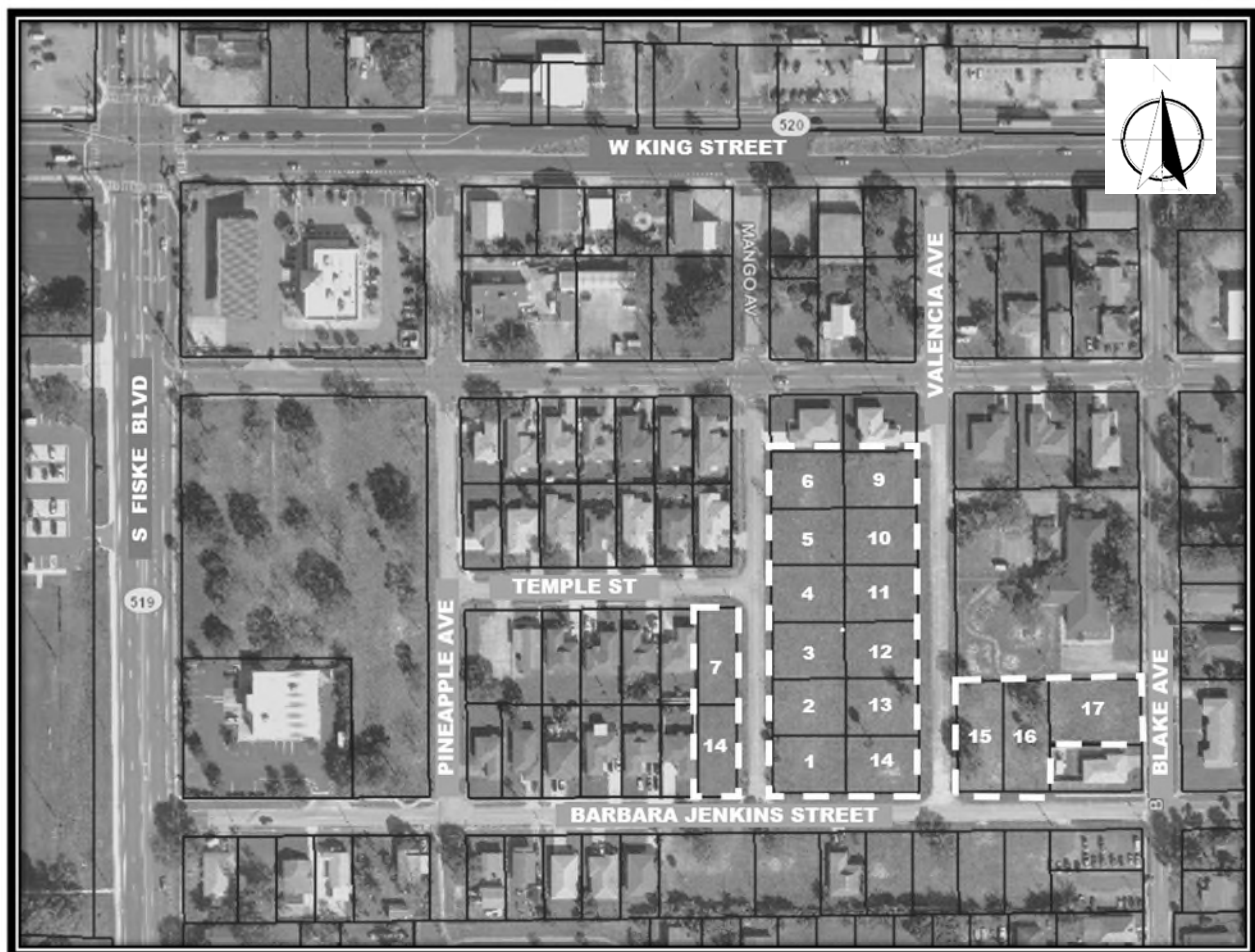
DRAFT

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Lots 1 through 6 and 9 through 17 of the Michael C. Blake Subdivision, according to the map or plat thereof, as recorded in Plat Book 66, Page(s) 69, of the Public Records of Brevard County, Florida.

AND

Lots 7 and 14, Block 13, of Amended Map of College Park, according to the plat thereof, as recorded in Plat Book 5, Page 72, of the Public Records of Brevard County, Florida.



[illegible]

EXHIBIT C BUILDING PLANS

Breeze Elevation A:



Breeze Elevation B:



Breeze Elevation C:



Cypress Elevation A:



Cypress Elevation B:



Cypress Elevation C:



Element Elevation A:



Element Elevation B:



Element Elevation C:



Belmont Elevation AM:



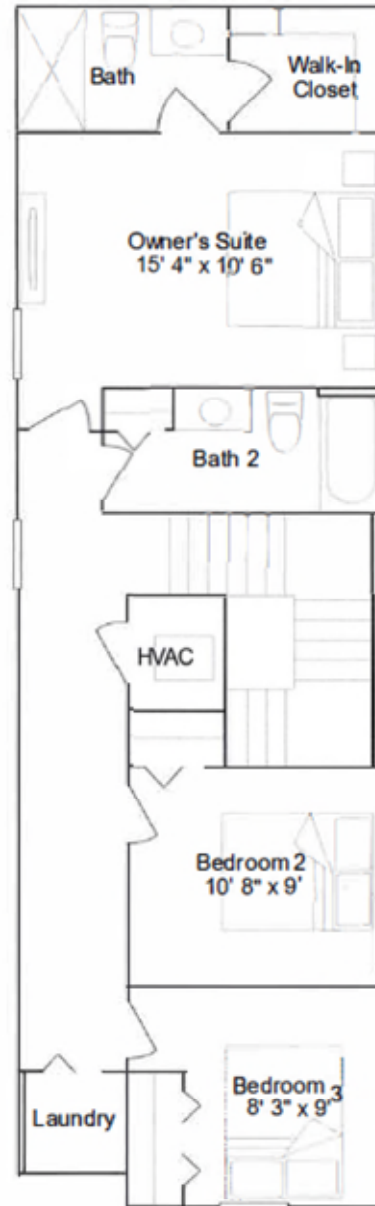
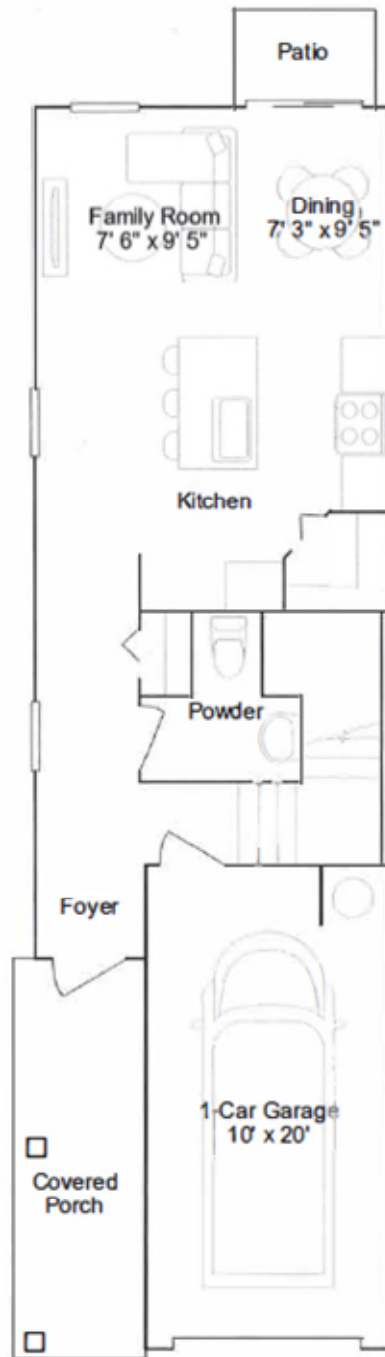
Belmont Elevation BM:



Belmont Elevation CM:



Breeze – 1,295 SF – 3 BR – 2.5 Bath



Cypress – 1,524 SF – 3 BR – 2.5 Bath



Element – 1,684 SF – 4 BR – 2.5 Bath



Belmont – 1,840 SF – 3 BR – 2 Bath



EXHIBIT D
SCHEDULE OF MAJOR PERFORMANCE OBLIGATIONS

The Schedule below is provided for convenience purposes only and does not take precedent over the terms and conditions stated in the body of the Agreement. **The Schedule assumes an Effective Date of May 13, 2025.**

Time for Performance	Action	Section Reference
July 13, 2025	Investigation Period Completed (60 days)	3.0
October 13, 2025	Site plan and preliminary plat application filed with City	9.0
January 9, 2026	Site plan and preliminary plat approval obtained; Developer shall request City begin conveyance process for the Property	9.0/11.0
March 10, 2025	Closing on Conveyance of Property - Construction can only begin after closing	11.0
April 9, 2026	Substantial completion of common horizontal infrastructure; proceed to obtain final plat	9.0
July 8, 2026	Building Permit for first four (4) homes obtained and vertical construction substantially commenced	9.0
February 2027	Building Permit obtained and vertical construction substantially commenced for all 32 homes	9.0
August 2027	Certificate of occupancy for all 32 homes obtained	9.0

CITY COUNCIL AGENDA ITEM

Memo Date: April 14, 2025
Agenda Date: May 13, 2025
File ID: 2025-353
Prepared By: Melinda Keesee, Field Operations Technician
Through: John Walsh, Utilities Director
Requested Action: Approve a Piggyback Agreement with Hydromax USA to Assess a Select Number of Valves Utilizing the Marion County Contract No. ITB-25B-040 Effective through January 31, 2028; To Authorize the City Manager to Execute Any Annual Renewals or Amendments and to approve issuance of a purchase order to Hydromax USA for these services not to exceed \$85,244.50.

BACKGROUND:

Following the initial valve and hydrant assessment completed by Mueller Service Company in 2013, the Utilities Staff began a systematic potable water valve and hydrant assessment program based on recommended AWWA standards. In order to compensate for lost time and staffing constraints, Utilities Staff is requesting approval to employ Hydromax USA to provide supplemental field staff for valve assessment activities in FY 2025.

At this time, we are requesting approval to piggyback the Marion County Contract No. ITB-25B-040 for valve assessments. This contract has been reviewed by the City and has been determined to be applicable to the services required by WFO.

Therefore, staff recommends approval of the piggyback agreement contract with Hydromax USA to perform valve assessments, and to authorize a budgeted expenditure for these services not to exceed \$85,244.50. Future fiscal year budget amounts for these services will be determined during the budget process, and submitted to City Council for final approval if required.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

If not budgeted, is amendment / transfer attached? No

Amount Requested \$85,244.50
Account Number 421-4025-536.46-00
Account Name Repairs & Maintenance
Project Number WS11VR

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve a Piggyback Agreement with Hydromax USA to Assess a Select Number of Valves Utilizing the Marion County Contract No. ITB-25B-040 Effective through January 31, 2028; To Authorize the City Manager to Execute Any Annual Renewals or Amendments and to approve issuance of a purchase order to Hydromax USA for these services not to exceed \$85,244.50.



STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa**, a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with **Hydromax USA, LLC., 3700 River Walk Dr., Suite 145, Flower Mound, TX 75028** (hereinafter referred to as the "Vendor " or "Contractor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered into a contract with **Marion County, FL**, said contract being identified as: **Annual Hydrant Valve-Flushing Maintenance, Contract No. ITB 25B-040.** (referred to as the "Original Government Contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Annual Hydrant Valve-Flushing Maintenance, (see Exhibit "A" – original contract).

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.
2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Entity Referenced:

Notwithstanding anything in **Exhibit A** to the contrary, the following terms shall be substituted throughout the Original Government Contract: **[Marion County]** = City of Cocoa; **[Marion County]** Code = Code of the City of Cocoa. Further, references to specifically identified **[Marion County]** Codes, policies and procedures shall refer to similar and substantively equivalent Cocoa Codes, policies and procedures, if any.

2.2. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties sign by and between the City of Cocoa, FL and Hydromax USA, LLC. The term of said agreement shall be for the period effective date of signature through 01/31/2028. Upon the mutual written consent of both parties, the Agreement may be renewed for two (2) additional terms of one (1) year, irrespective of the Original Government Agency's decision to renew the Original Government Contract. The Agreement shall continue until all outstanding Purchase Orders issued prior to the expiration of this Agreement have been either completed or terminated.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2025 and shall not exceed the budgeted amount, any change orders to this amount must be approved by the City Council.

2.3 Pricing and Payments:

The pricing under the Original Government Contract shall remain firm throughout the duration of this Agreement. Price increases agreed to by the Original Government Agency after the Effective Date of this Agreement shall not be binding upon the City of Cocoa unless an Amendment to this Agreement is properly executed by an authorized representative of the City of Cocoa. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes.

2.4 Insurance Requirements (As Applicable):

A. COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN \$15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than \$15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence and with a deductible amount not greater than \$1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT \$15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is \$15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$2,000,000 as the combined single limit for each occurrence and with a deductible not greater than \$5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

B. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than \$1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at \$250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

E. COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of \$2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

F. DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City.

2.5. E-Verify:

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractor 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. The

CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit (**Exhibit B**). This must be completed prior to the City issuing any Purchase Orders or requesting services.

B. Subcontractors:

- (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
- (ii) Contractor 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.
- (iii) Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

C. Failure to comply with this provision is a material breach of the Agreement and shall result in the immediate termination of the Agreement without penalty to the City. To the extent provided by Florida law, Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

2.6. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoaf1.org.

2.7. Venue:

Notwithstanding anything in Exhibit "A" to the contrary, the venue of any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be in the Middle District of Florida, Orlando Division. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

2.8. Dispute Resolution:

Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

2.9. Notice:

Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For Vendor	For City
Hydromax USA LLC Attn: Michael Farmer, CFO 3700 River Walk Dr., Suite 145 Flower Mound, TX 75028 Phone: 863-398-9202 Email: shane.majetich@hydromaxusa.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

2.10. Sovereign Immunity:

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, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Contractor agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person over two hundred thousand dollars (\$200,000.00), or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

2.11. Indemnity:

In addition to any indemnity obligation required in the Original Government Contract and for purposes of Contractor's indemnification obligation only, Contractor shall indemnify the City for claims made by the employees of Contractor against the City, and Vendor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

2.12. Entities of Foreign Countries of Concern:

Contractor certifies, affirms, and herein represents that, if the Services involve access to an individual's personal identifying information, the Contractor is not: (a) owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in the Contractor's business; and (c) the Contractor is not organized under the laws of or have its principal place of business in a foreign country of concern. The terms "foreign country of concern" and "controlling interest" shall mean as defined by Section 287.138, Florida Statutes, as may be amended from time to time

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.
4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Entered this _____ day of _____

HYDROMAX USA, LLC

 4/10/25
Signature Date

Michael Farmer CFO
Name and Title

CITY OF COCOA

N/A

Signature Date

Stockton Whitten, City Manager
Name and Title

Signature Date

Michael Blake, Mayor
Name and Title

City Council Approval Required

- ☒ Yes (Approved by Mayor)
☐ No (Approved by City Manager)

Attest:

Monica Arsenault, CMC, City Clerk

City of Cocoa

Valve & Fire Hydrant Maintenance Services

Piggyback of Marion County Contract #25B-040
Annual Hydrant and Valve Flushing Maintenance

Submitted by:
Hydromax USA
3700 River Walk Drive, Suite 145
Flower Mound, TX 75028



March 7, 2025

Brandon Cox
City of Cocoa
351 Shearer Blvd.
Cocoa, FL. 32922

RE: Valve & Fire Hydrant Maintenance Services

Dear Brandon,

On behalf of Hydromax USA, I am pleased to submit this proposal for valve and fire hydrant maintenance services using **Marion County's Contract for Annual Hydrant and Valve Flushing Maintenance (Bid #25B-040)**. Given the excellent qualifications of our team and personnel, extensive experience and expertise with similar maintenance and repair services programs, and strong Florida presence, Hydromax USA is uniquely qualified and well-positioned to help the City of Cocoa develop and implement this program.

Established in 2003, Hydromax USA's team of world-class professionals and innovative solutions enable water and wastewater utilities to accelerate operational excellence, promote the continuity of critical infrastructure, protect the communities they serve, and invest funding where it matters most. HUSA has additional capabilities in the areas of non-intrusive/non-destructive pipeline condition assessment, leak detection, sanitary sewer evaluation surveys and multi-sensor inspections to give the City of Cocoa a full and accurate picture of its buried infrastructure. Simply put, we help communities thrive!

Our crews have assessed more than 1.4 million valves, tested, and maintained over 500,000 fire hydrants, and collected 95 million data points working for water and wastewater utility clients like Houston, JEA, Metro Water Nashville, and Orange County Utilities. Based upon a robust record of performance, our clients recognize that Hydromax USA brings an exceptional ability to meet their needs for advanced data collection and they select us again and again.

As an ESRI Silver Partner, we have 70+ full-time GIS professionals in our data center that specialize in client information management, condition assessment program analytics, and customer reporting. Our proven processes and best practices in the areas of progress reporting, risk management and quality assurance help us to plan for and deliver projects on time and within budget.

Should you have any questions regarding the enclosed submittal, please do not hesitate to contact me directly at (727) 463-9191 or shannon.gooch@hydromaxusa.com. Thank you again for your time and consideration.

Respectfully,

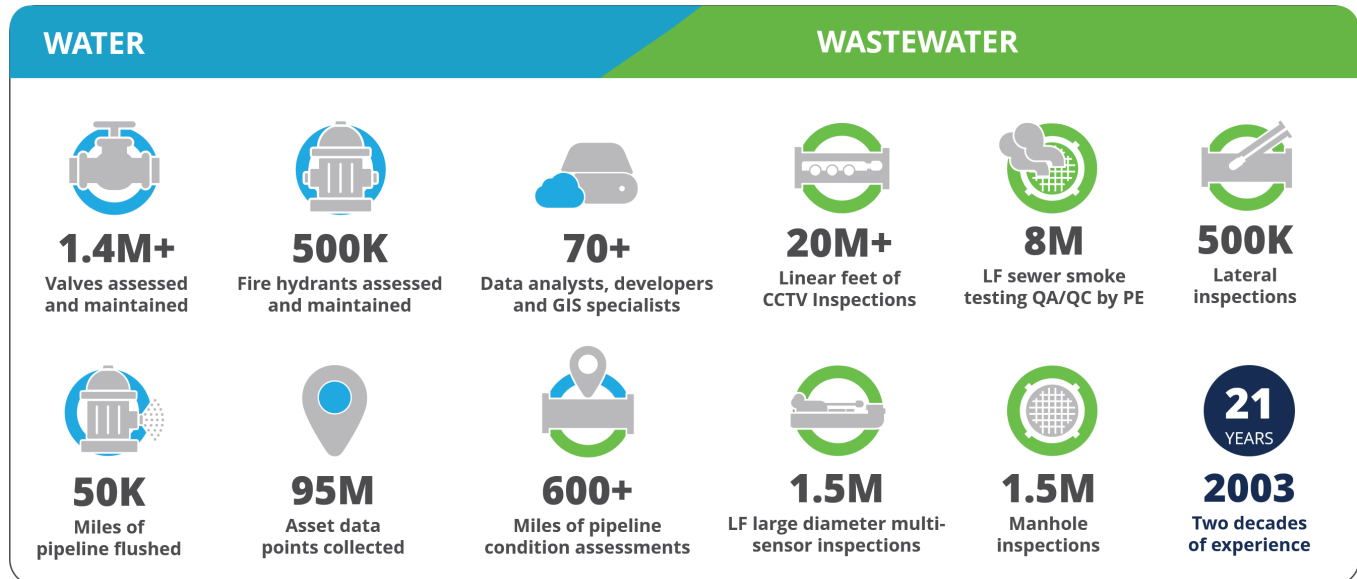
Shannon Gooch

Shannon Gooch
Business Development Manager



COMPANY OVERVIEW

Established in 2003, Hydromax USA has achieved an outstanding 20-year record of supporting water and wastewater utility clients throughout the United States. Our crews have substantial expertise with similar programs, having assessed more than **1.4 million valves**, tested, and maintained over **500,000 fire hydrants**, and collected over **95 million data points**.



As a national professional services firm with more than 600 employees, Hydromax USA has the necessary expertise and manpower to successfully execute this program and we are well-positioned to provide additional capabilities and solutions.

FIRM PRINCIPALS

Hydromax USA is owned by Industrial Group Partners, a San Francisco-based leading private investment partnership with substantial financial resources.

Corporate Headquarters:

3700 River Walk Drive, Suite 145, Flower Mound, Texas 75028

Florida Area Operations Center

2007 Wood Court, Suite 3, Plant City, Florida 33563

Corporate Officers:

Chris Jensen, CEO

Michael Farmer, Vice President of Finance

Phone: (863) 398-9202

Email: Andrew.Apgar@HydromaxUSA.com

FIRM CAPABILITIES

Hydromax USA provides a comprehensive suite of field assessment services supported by state-of-the art technologies, industry-leading equipment, innovative techniques, and a team of dedicated and passionate professionals. We transform infrastructure data into actionable business intelligence, enabling utilities to make informed decisions regarding the renewal of their buried infrastructure and investment of critical resources.

Water Field Services

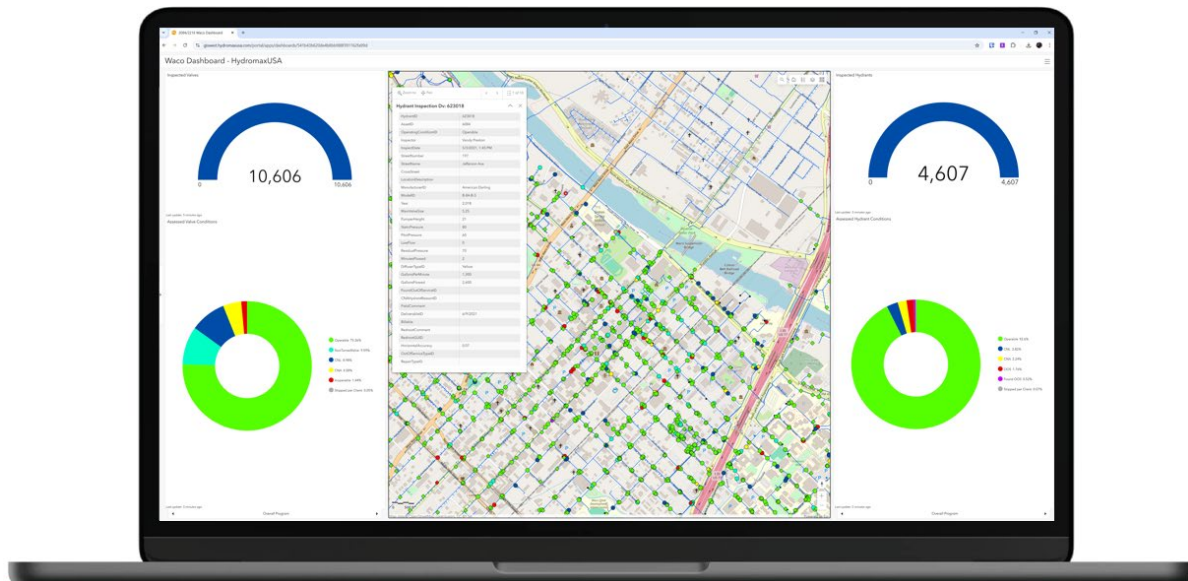
- Valve assessment
- Fire hydrant testing & maintenance
- Fire hydrant painting
- Asset mapping
- Unidirectional flushing
- Minor repairs
- Leak detection
- Pipeline condition assessment

Wastewater Field Services

- CCTV Inspections
- Sonar, Laser/LiDAR
- Pipeline cleaning
- Manhole inspections
- Flow Monitoring
- Smoke Testing
- Gas pocket detection
- Pipeline condition assessment

WEB-BASED PROJECT MANAGEMENT DASHBOARD

Hydromax USA will provide a web-based application capable of providing the Utility with the following real-time program metrics and information. Our dashboard is a comprehensive, web-hosted platform designed to provide real-time updates and actionable insights from field assessments of valves and fire hydrants. This platform will integrate the Utility's initial asset data with data collected during the assessment program, enabling seamless visualization and interaction with specific assets through various dashboard elements. The data platform will provide field technicians with a QC embedded data collection interface to ensure quality of the data and will provide the Utility with understandable metrics and project health statistics, supporting informed decision-making and proactive management.



Web-Based Program Dashboard

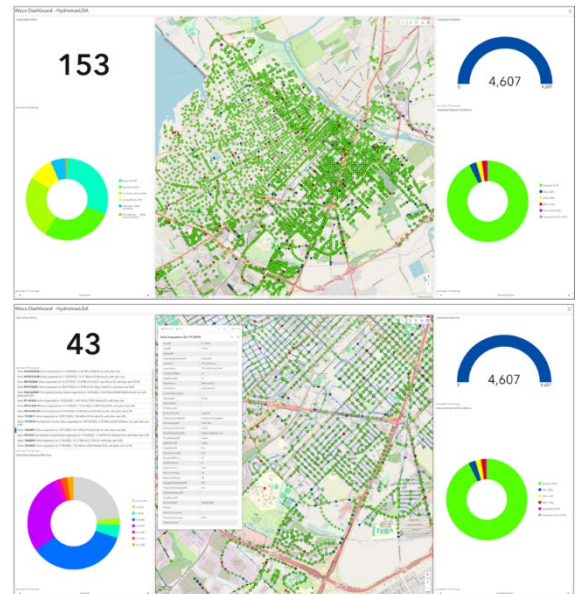
Key Dashboard Features:

- **Progress Tracking:** Detailed summary of expected appurtenances throughout the program, as well as actual inspections performed.
- **Aggregated Operational Data:** Compilation and display of information regarding the operating condition and other relevant operational data of assets assessed by the service provider.
- **Interactive Asset View:** Capability to view the location and attributes of individual assets or groups of assets interactively.
- **Year-over-Year Assessment Comparison:** Tools to compare assessment data year-over-year to track changes in the system over time.

- **Spatial Work Assignment:** Ability for Utility to assign work through a spatial selection process within the application.
- **Multimedia Content Delivery:** Feature-driven multimedia content delivery for appurtenance information, enhancing the visualization and understanding of asset data.
- **Export Capabilities:** Functionality to export asset information on demand for external use and reporting.
- **Digital Pairing Display for Hydrant Testing:** For two-hydrant M-17 fire hydrant testing and maintenance, the dashboard will display planned digital pairings of hydrants before field work execution.

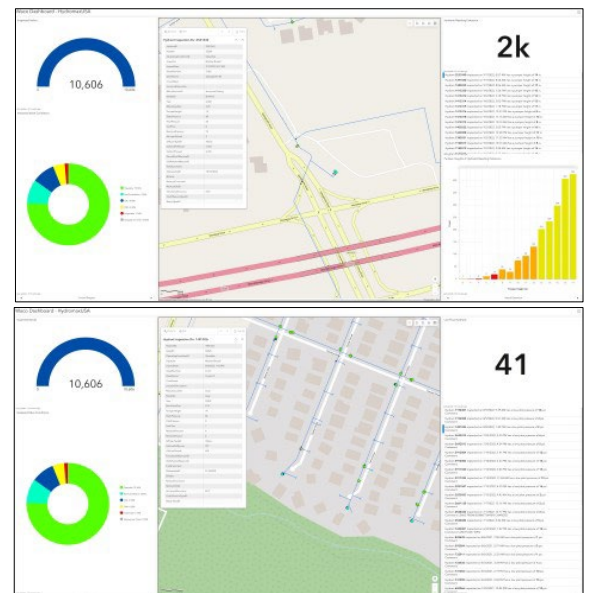
Key Features for Valves:

- **Tachometer:** Displays the number of valves assessed to date against the total assigned to the project, providing a clear overview of progress.
- **Pie Chart:** Reflects the percentage of system assets by accessibility and types of asset operability.
- **Bar Chart:** Shows the number of assets assessed by valve size, offering detailed insights into system assessments completed.
- **Operability Issues:** Details the total and specific types of operability issues encountered, such as frozen valves, damaged operating nuts, and spin-free valves that require replacement due to internal damage.
- **Accessibility Issues:** Lists assets that cannot be accessed due to various reasons, such as the need for valve raising, valve box realignment, or being paved over.
- **Torque Measurements:** Provides a histogram of initial and ending torque measurements for assessed valves, demonstrating improved operability resulting from our program.
- **Closed Valves:** Indicates valves found closed in the system and whether they were reopened or left closed, which can impact water distribution efficiency and water quality.



Key Features for Fire Hydrants:

- **Tachometer:** Represents the number of hydrants assessed to date.
- **Pie Chart:** Displays the operability status of hydrants.
- **Out of Service Hydrants:** Provides specific information on hydrants that are out of service and the required repairs, which is crucial for ensuring availability for firefighters.
- **System Pressures and GPM:** Includes a histogram of system pressures and GPM from flowed hydrants.
- **Accessibility Issues:** Identifies hydrants that were inaccessible, could not be located, or need raising for proper operation.
- **Low Flow Hydrants:** Highlights hydrants with flow below 20 psi, indicating potential closed valves in the system and increased water contamination risk.



DATA MANAGEMENT

The critical aspects to this project are the field collection, management, and sharing of asset data between the field crews and the Hydromax USA GIS team and the replication of collected data between Hydromax USA and the Utility. To ensure smooth, low impact, data deliverables Hydromax USA will hold GIS data alignment meeting to obtain and review the current water database structure, also known as the “data-model.” This review will focus on Hydromax USA’s internal data workflow processes and identifying possible data-model revision recommendations for Utility to consider prior to the beginning of field operations.

Hydromax USA is flexible regarding project data deliverables and will work with Utility to determine the most efficient delivery format. We provide a Personal Geodatabase deliverable that can be reviewed in ArcMap prior to migrating this data into Utility’s enterprise GIS. Manual or Model-builder geoprocessing tools can then be employed to append deliverable data in Utility’s enterprise GIS.

Data Deliverable Quality Assurance & Quality Control

Hydromax USA’s Quality Assurance Program is a formal methodology designed to assess and continually monitor the quality of services provided to ensure the services are within specifications of the contract scope. Our quality assurance includes formal review of processed and data, problem identification, corrective actions to remedy any deficiencies and evaluation of actions taken.

Quality Control involves defining the standard means and methods that data will be captured and then reviewed for accuracy. This includes automated tests for adherence to domain values, maintaining integrity of database schemas, and validating data based on best practices established by Hydromax for field inspections of water features. Hydromax will perform these tests as a combination of programmatic geoprocessing tools and manual review prior to submission to the Utility.

Data delivered from the field is processed through Hydromax USA’s standardized QA/QC scripts to evaluate data against established HUSA program queries for valve and fire hydrant data discrepancies. All data that is identified as exception data is reviewed by the program Operations Manager and reported to the Data Auditor prior to being released to the field for correction.

- Hydromax USA will perform this QA/QC analysis on all data recorded before the data is submitted to the client.
- Hydromax USA will also review, prior to each submission, the accuracy of the billing, contractual compliance, and internal procedural compliance.
- All non-conforming audit findings will be documented with Corrective Action Requests as appropriate.

REFERENCES

Hydromax USA has completed the following reference projects:

Orange County Utilities, Orlando, Florida

Contact: Dustin Putney-Hoke, 407.836.6822, dustin.putney@ocfl.net

Contract Dates: 2022 - Ongoing

Scope of Work: Condition assessment, maintenance, UDF, and GIS integration for 60,000 water system valves and 13,000 fire hydrants.

Seminole County, Sanford, Florida

Contact: Chris Graybosch, 386-307-2560, cgraybosch@seminolecountyfl.gov

Contract Dates: 2011 – 2015; 2020 - ongoing

Scope of Work: Testing and maintenance, and GIS integration for 6,000 fire hydrants. Condition assessment, maintenance, and GIS integration for 13,000 water system valves.

City of Daytona Beach, Daytona Beach, Florida

Contact: Jeff Lane, 386.671.8513, lanejeff@codb.us

Contract Dates: 2020 - Ongoing

Scope of Work: Testing and maintenance, and GIS integration for 2,450 fire hydrants. Condition assessment, maintenance, and GIS integration for 6,500 water system valves.

Pasco County, Land O'Lakes, Florida

Contact: Anna Fracassi, 813.929.2755 x6969, afracassi@pascocountyfl.net

Contract Dates: 2017 – 2022

Scope of Work: M17 (2-hydrant) testing and maintenance, and GIS integration for 9,000 fire hydrants.

City of Houston, Texas

Contact: Michael Johnson, 832.395.4623, michael.johnson3@houstontx.gov

Contract Dates: 2019 - ongoing

Scope of Work: Condition assessment, maintenance, and GIS integration for 80,000 water system valves. Additionally supported the City with up to 39 crews during emergency operations for 18 months.

Metro Water Services, Nashville, Tennessee

Contact: Felix Hernandez, 615.862.4877, felix.hernandez@nashville.gov

Contract Dates: 2011-2015; 2015-2020; 2020 - ongoing

Scope of Work: Condition assessment, maintenance, flushing, and GIS integration for 60,000 water system valves.

PROGRAM PRICING

Hydromax USA proposes to perform all work in accordance with Marion County Contract for Annual Hydrant and Valve Flushing Maintenance (Bid #25B-040) Exhibit A – Scope of Work, following the Terms and Conditions prescribed therein. It is understood that all quantities are approximate totals and non-binding.

Hydromax USA _____ will agree / X will not agree to offer the construction items denoted with an asterisk in **Addendum A** in this piggyback proposal due to the service area of the construction contractor we are partnered with for Seminole/Marion County for these valve and hydrant replacement activities.

ADDENDUM A

ITEM	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENDED COST
GROUP A - HYDRANT SERVICES					
A1	Hydrant Maintenance (includes scrape, wire brush and paint)	EA	0	\$ 59.80	\$ -
A2	Hydrant Maintenance (without scrape, wire brush and paint)	EA	0	\$ 50.00	\$ -
A3	Hydrant Maintenance (includes sand blast and paint)	EA	0	\$ 425.00	\$ -
A4	Furnish and attach Hydrant I.D. tag (with required information)	EA	0	\$ 20.00	\$ -
A5	Furnish and install reflective road marker	EA	0	\$ 18.00	\$ -
A6	Extended Flush Time (15 minute Unit)	EA	0	\$ 40.00	\$ -
A7	Bonnet and/or break away flange bolt replacement	EA	0	\$ 95.00	\$ -
A8	Upper barrel repair	EA	0	\$ 895.00	\$ -
A9	Lower barrel repair	EA	0	\$ 1,295.00	\$ -
A10	Hydrant extension (6")	EA	0	\$ 990.00	\$ -
A11	Hydrant extension (12")	EA	0	\$ 1,375.00	\$ -
A12	Hydrant extension (18")	EA	0	\$ 1,495.00	\$ -
A13	Replace typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA	**	\$ 11,000.00	
A14	Replace typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA	**	\$ 12,000.00	
A15	Replace typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA	**	\$ 13,250.00	
A16	Replace typical bury (48") hydrant, isolation valve and tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA	**	\$ 12,000.00	
A16a	With 6" x 6" tee	EA	**	\$ 15,000.00	
A16b	With 6" x 8" tee	EA	**	\$ 16,000.00	
A16c	With 6" x 10" tee	EA	**	\$ 16,750.00	
A16d	With 6" x 12" tee	EA	**	\$ 16,850.00	
A16e	With 6" x 14" tee	EA	**	\$ 17,250.00	
A16f	With 6" x 16" tee	EA	**	\$ 17,500.00	
A16g	With 6" x 20" tee	EA	**	\$ 18,500.00	
A16h	With 6" x 24" tee	EA	**	\$ 19,500.00	
A17	Install new hydrant and (isolation) valve on existing typical 48" bury water main	EA	**	\$ 15,000.00	
A17a	With 6" x 6" wet tap	EA	**	\$ 12,500.00	
A17b	With 6" x 8" wet tap	EA	**	\$ 12,800.00	
A17c	With 6" x 10" wet tap	EA	**	\$ 13,250.00	
A17d	With 6" x 12" wet tap	EA	**	\$ 13,750.00	
A17e	With 6" x 14" wet tap	EA	**	\$ 14,000.00	
A17f	With 6" x 16" wet tap	EA	**	\$ 14,250.00	
A17g	With 6" x 20" wet tap	EA	**	\$ 16,850.00	
A17h	With 6" x 24" wet tap	EA	**	\$ 17,550.00	
A18	Abandon existing hydrant by installing restrained cap or plug with 2" blow-off assemble in isolation valve (includes materials, excavation, backfill and compaction)	EA	**	\$ 8,500.00	
A19	Installation of hydrant other than typical 48" bury (adder per foot)	LF	**	\$ 900.00	
A20	If hydrant set is more than 6' away from centerline of tee (adder per foot)	LF	**	\$ 200.00	
A21	If hydrant set requires additional restrained 6" MJ bend(s) (per fitting)	EA	**	\$ 400.00	
GROUP B - VALVE SERVICES					
B1	Valve maintenance (includes sub-meter GPS location)	EA	1409	\$ 60.50	\$ 85,244.50
B2	Valve maintenance (includes sub-foot GPS location)	EA	0	\$ 60.50	\$ -
B3	Valve maintenance (without GPS location)	EA	0	\$ 60.50	\$ -
B4	Valve maintenance "CNL" (Can Not Locate) or "CAN" (Can Not Access)	EA	0	\$ 50.00	\$ -
B5	Raise valve box to grade < 12" depth (excluding concrete areas and vehicular arteries)	EA	0	\$ 150.00	\$ -
B6	Raise valve box to grade < 12" depth in concrete areas and vehicular arteries	EA	0	\$ 450.00	\$ -
B7	Raise valve box to grade (or replace valve box) > 12" depth but < 42" depth in concrete areas and vehicular arteries	EA	0	\$ 500.00	\$ -
B8	Raise valve box to grade (or replace valve box) > 12" depth but < 48" depth in concrete areas and vehicular arteries	EA	0	\$ 500.00	\$ -

ITEM	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENDED COST
B9	Replace existing 2" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	**	\$ 7,500.00	
B10	Replace existing 4" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	**	\$ 8,000.00	
B11	Replace existing 6" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	**	\$ 8,250.00	
B12	Replace existing 8" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	**	\$ 10,000.00	
B13	Replace existing 10" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	**	\$ 14,000.00	
B14	Replace existing 12" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	**	\$ 15,000.00	
B15	Replace existing 14" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	**	\$ 17,000.00	
B16	Replace existing 16" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	**	\$ 17,500.00	
B17	Replace existing 20" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	**	\$ 19,500.00	
B18	Replace existing 24" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	**	\$ 21,000.00	
B19	Installation of 4" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	**	\$ 12,250.00	
B20	Installation of 6" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	**	\$ 14,000.00	
B21	Installation of 8" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	**	\$ 16,225.00	
B22	Installation of 10" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	**	\$ 18,500.00	
B23	Installation of 12" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	**	\$ 24,000.00	
GROUP C - VALVE RELATED SERVICES					
C1	Realign valve box to grade in dirt, grass, sand or gravel (0' to 4' deep)	EA	0	\$ 150.00	\$ -
C2	Realign valve box to grade in dirt, grass, sand or gravel (4' to 10' deep)	HOURLY ^{2,3}	0	\$ 245.00	\$ -
C3	Realign valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY ^{2,3}	0	\$ 245.00	\$ -
C4	Realign valve box to grade in pavement (0' to 4" deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EA	0	\$ 1,500.00	\$ -
C5	Realign valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	0	\$ 485.00	\$ -
C6	Realign valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	0	\$ 485.00	\$ -
C7	Raise valve box to grade in dirt, grass, sand or gravel (> 4' to 10' deep)	HOURLY ^{2,3}	0	\$ 325.00	\$ -
C8	Raise valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY ^{2,3}	0	\$ 385.00	\$ -
C9	Raise valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	0	\$ 485.00	\$ -
C10	Raise valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	0	\$ 485.00	\$ -
C11	Clean out/vacuum valve box (pricing based on cleaning all of the County's valve boxes in lieu of assessment)	EA	0	\$ 45.00	\$ -
C12	Clean out valve box, where standard vacuum is not successful by digging, loosening and removing impacted debris and fill in around valve box (2 MEN AND EQUIPMENT)	EA	0	\$ 285.00	\$ -
C13	Large valve repair as an hourly rate with the materials as a pass through. The hourly rate should factor in excavation equipment cost (3 MEN AND EQUIPMENT)	HOURLY ³	0	\$ 475.00	\$ -
C14	Small valve repair such as 2" blow off. This includes plumbing in a 2" stainless steel fitting such as a short nipple, a stainless steel 90 degree elbow or other items as may be required. Hourly rate for labor and materials will be pass through. The reason this is separate from large valves is the excavation most likely will be shallow and done manually. (2 MEN AND EQUIPMENT)	HOURLY ³	**	\$ 325.00	
C15	Exploratory excavation: Where no other accurate or cost effective means is available to discover, diagnose and recommend remediation, contractor will dig to uncover and identify cost effective options. This includes:				
C16	Exploratory investigation 0' to 4' deep	HOURLY ^{1,2,3}	**	\$ 275.00	
C17	Exploratory investigation > 4' to 10' deep	HOURLY ^{1,2,3}	**	\$ 425.00	
C18	Exploratory investigation > 10' deep.	HOURLY ^{1,2,3}	**	\$ 475.00	

ITEM	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENDED COST
C19	Installation of a 16" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	**	\$ 48,000.00	
C20	Installation of a 24" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	**	\$ 60,000.00	
(1) For this depth range, the permanent asphalt patch or sidewalk "joint" will be a pass-through item					
(2) Dewatering, trench safety, and any associated work (to be discussed beforehand to be billed as "pass-through")					
(3) For billing purposes, the hourly rate can be proportioned into increments of 15 minutes					
GROUP D - FLUSHING SERVICES					
D1	Uni-Directional Flushing Services performed at a combined rate				
D1a	Contractor will review the UDF sequences developed by SCES and identify the locations and quantities of valves to be opened and closed for each sequence. Contractor will charge the price agreed upon for Item B3, "valve maintenance (without GPS location) for the opening and closing of valves for each sequence.	Hourly	0	\$ 245.00	\$ -
D1b	Contractor will at identified locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (D2) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	Hourly	0	\$ 245.00	\$ -
D2	Maintenance Flushing Services performed at an hourly rate.	Hourly	0	\$ 125.00	\$ -
GROUP E - ANCILLARY SERVICES (ADD TO ANY OF THE ABOVE HYDRANT AND/OR VALVE SCENARIOS IF APPLICABLE)					
E1	labor, materials, excavation, backfill and compaction)				
E1a	6 inch	LF	**	\$ 62.00	
E1b	8 inch	LF	**	\$ 78.00	
E1c	10 inch	LF	**	\$ 82.00	
E1d	12 inch	LF	**	\$ 94.00	
E1e	14 inch	LF	**	\$ 155.00	
E1f	16 inch	LF	**	\$ 155.00	
E1g	20 inch	LF	**	\$ 185.00	
E1h	24 inch	LF	**	\$ 200.00	
E2	Line stop services (includes materials, excavation on < 48" bury to bottom of pipe, backfill and compaction)				
E2a	4" line stop (SS fitting)	EA	**	\$ 13,250.00	
E2b	4" line stop (epoxy fitting)	EA	**	\$ 12,000.00	
E2c	6" line stop (SS fitting)	EA	**	\$ 15,000.00	
E2d	6" line stop (epoxy fitting)	EA	**	\$ 14,000.00	
E2e	8" line stop (SS fitting)	EA	**	\$ 15,500.00	
E2f	10" line stop (SS fitting)	EA	**	\$ 16,500.00	
E2g	12" line stop (epoxy fitting)	EA	**	\$ 15,500.00	
E2h	14" line stop (epoxy fitting)	EA	**	\$ 17,000.00	
E2i	16" line stop (epoxy fitting)	EA	**	\$ 17,000.00	
E2j	20" line stop (epoxy fitting)	EA	**	\$ 21,000.00	
E2k	24" line stop (epoxy fitting)	EA	**	\$ 25,000.00	
TOTAL FOR ALL GROUPS					\$ 85,244.50

AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Hydromax USA LLC**, located at 3700 River Walk Drive, Suite 145, Flower Mound, TX 75028, possessing FEIN# 20-0602448 (hereinafter referred to as "FIRM") under seal for the Annual Hydrant Valve-Flushing Maintenance, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Bid #25B-040 - Annual Hydrant Valve-Flushing Maintenance, the Offer, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 2 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

Section 3 – Term. This Agreement shall commence upon Board approval and will be effective through January 31, 2028, with the option to renew for an additional two (2) one-year periods ("Term"). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work, defined herein, will proceed in a timely manner without delays.

Section 4 – Scope of Services. FIRM shall complete the Work for Project 25B-040 Annual Hydrant Valve-Flushing Maintenance, more fully set forth on Exhibit A-Scope of Work hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

Section 5 – Compensation. COUNTY shall make payment Per Exhibit B - Fee Schedule, (the "Agreement Price"), to FIRM under COUNTY's established procedure, upon completion of the Work. There shall be no provisions for pricing adjustments. FIRM agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, and in acceptable condition.

Section 6 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 7 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 8 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 9 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 10 – Public Records Compliance

**A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE**

**PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT
COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy 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 in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and.
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 11 – Indemnification. FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

Section 12 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The FIRM, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the FIRM does not own vehicles, the FIRM shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 13 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 14 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 15 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 17 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 18 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- g) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.
- h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 19 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

Section 20 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 21 – FIRM Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternalization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 22 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 23 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:

- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
- 1. Was entered into or renewed on or after July 1, 2018, and
 - 2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 25 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

Section 26 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 27 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A - Work for the project.**

Section 28 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Hydromax USA LLC
3700 River Walk Drive, Suite 145, Flower Mound, TX 75028
CONTACT PERSON: Shane Majetich | Phone: 863-398-9202

COUNTY: Marion County Utilities
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

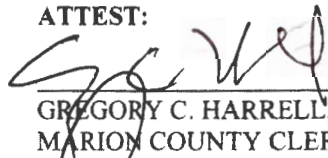
Procurement Services Director
Marion County Procurement Services Department

2631 SE 3rd St., Ocala, FL 34471

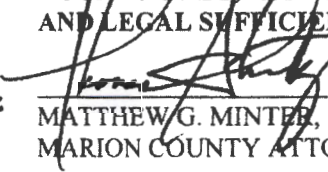
Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: shane.majetich@hydromaxusa.com and andrew.apgar@hydromaxusa.com. Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

 1/21/2025
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

For:  12/19/24
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

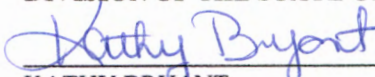
WITNESS:


SIGNATURE
DORON DORON
PRINTED NAME

WITNESS:


SIGNATURE
Carmie L Harrison
PRINTED NAME

MARION COUNTY, A POLITICAL SUB-
DIVISION OF THE STATE OF FLORIDA

 1/21/2025
KATHY BRYANT DATE
CHAIRMAN

BCC APPROVED: January 21, 2025
25B-040 | Annual Hydrant Valve-Flushing Maintenance

HYDROMAX USA LLC

 1/27/25
BY: Michael Farmer DATE
PRINTED: C.F.O.

ITS: (TITLE)

EXHIBIT A – SCOPE OF WORK

PART 1

1. GENERAL SCOPE

1.1. GENERAL DESCRIPTION

1.2.

- The Contractor(s) will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the Scope of Service section. The Contractor(s) will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Scope of Services.

1.3. STANDARDS

- Marion County Land Development Code Specifications for Water Distribution Construction.
- Marion County Land Development Code Standards for applicable right-of-way improvements under County jurisdiction.
- FDOT Utility Accommodation Manual (latest edition) and FDOT Design Standards or Construction, Maintenance and Utility Operations on the State Highway System (2017 or latest edition).
- AWWA Standards for Maintenance, Repair and Replacement of fire hydrants (M-17) and distribution system valves (M-44) (most applicable and latest edition).
- OSHA Standards as applicable for associated work.
- Fire Hydrant Flow Testing and Marking (NFPA 291) (most applicable and latest edition). Includes potential areas of two hydrant testing for main capacity calculations or fire flow capabilities as requested by MCU.

1.4. SPECIAL CONDITIONS

- **Contractor's Response Time:** Contractor(s) shall be adequately staffed and equipped to respond to all aspects of the requested work within 72 hours, if requested by MCU.
- **Contractor's Personnel:** The Contractor(s) must employ and assign a Project Manager who will oversee the described work and who has a minimum of five (5) years continuous field and supervisory experience in all aspects of the described work. The Project Manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while contractor's crews work within the MCU distribution systems.
- The Contractor shall employ and designate a qualified Quality Control Manager who shall be responsible for re-inspection of all field processed data if it falls outside of tolerances. All such data shall be re-collected. The Quality Control Manager shall also be responsible of random

EXHIBIT A – SCOPE OF WORK

sampling of not less than 10% of the total contracted value. This will provide quality assurance of all physical aspects of the services and validation of all data attributes collected.

- For each job or task assigned under this contract, the Contractor's Project Manager shall assign qualified and responsible service technicians to complete requested work. At any time, the Contractor's personnel are working within the MCU distribution systems, notification shall be provided to the MCU Project Manager including the location where work will begin and the area in which the personnel will be working that day.
- **Contractor's Equipment:** The Contractor shall utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Contractor to maintain all equipment so as to avoid any leaking fuel, oil, and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Contractor to protect the environment and the surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All Contractor(s) service vehicles shall be maintained in a presentable manner and have Contractor name and logo adequately displayed.
- **MCU Requirements for Work and Site Visit Management:** Contractor personnel shall notify their designated MCU representative each day, prior to beginning work within the County utility system. All contractor personnel shall display on their person a company identification badge that is clearly visible at chest level and not covered by clothing or other items. The badge must have the company name, company phone number, the individual's name and the individual's photo.

1.5. SCOPE OF SERVICES

- **Hydrant Maintenance:** Fire hydrant testing and maintenance shall be in accordance with AWWA – M17 Manual and NFPA 291 Manual for installation, field testing, and maintenance of fire hydrants to include the following procedures:
 - 1.4..1. Locate and access each fire hydrant
 - 1.4..2. Locate, access, and exercise fire hydrant isolation valve
 - 1.4..3. Check fire hydrant nozzle height for correct ground clearance
 - 1.4..4. Identify make, model, nozzle size, and year of hydrant manufacture
 - 1.4..5. Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive FDA approved lubricant
 - 1.4..6. Open hydrant with nozzle caps in place to check for seal leakage
 - 1.4..7. Verify that hydrant main (bottom) valve completely closes
 - 1.4..8. Flow hydrant to a maximum rate for 15 minute increments. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing
 - 1.4..9. Close hydrant completely. Back off the operating nut enough to take pressure off the packing
 - 1.4..10. Remove all outlet nozzle caps, clean threads, check condition of the gaskets (replace as required), lubricate the threads. Check the ease of operation of each cap.
 - 1.4..11. Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
 - 1.4..12. Record static pressure

EXHIBIT A – SCOPE OF WORK

1.4..13. Re-attach hydrant nozzle caps

1.4..14. Scrape, wire brush/or sand blast and paint hydrant appropriate color. Paint shall be Sherwin Williams Sher-Cryl High Performance Acrylic or approved equal. Coating shall be spray applied to a minimum of a 4-mil dry coat thickness. In the event of bare metal is exposed on the above ground metal, hydrant is to be primed with Sherwin Williams Pro-Cryl Universal primer before new paint is applied. Additional color bonnet painting per NFPA 291 – Fire Hydrant Flow Testing and Marking shall be required per MCU.

1.4..15. Supply and install 2nd hydrant id tag with hydrant WH identifying number.

1.4..16. Replace (if defective) blue reflective road marker, or install (if not present) blue reflective road marker. Reflective pavement markers in blue shall be used to identify hydrant locations. Each marker is to be placed on the center line of the roadway lane closest to the hydrant.

1.4..17. Obtain and record GPS site coordinates of hydrant.

1.4..18. Document any operational deficiencies and/or miscellaneous findings.

1.4..19. **Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to MCU.**

1.4..20. Document all pertinent data into an electronic spreadsheet or database including the following:

- Hydrant ID tag number
- Hydrant WH tag number
- Hydrant address location
- Hydrant GPS site coordinates
- Date of flush or service
- Hydrant brand
- Hydrant model number
- Hydrant year
- Hydrant size
- Hydrant flow rate obtained
- Hydrant pressure after 5 minutes of flushing
- Total gallons flushed during service
- Degree of operating difficulty
- Deficiencies and/or repairs required to be immediately reported to Utility.

1.4..21. All data shall be formatted to match existing data system and shall be delivered to MCU in an electronic format compatible with Marion County ArcGIS/ArcMap system.

1.4..22. **Upper Barrel Repair:** An upper bonnet repair shall consist of repairing and/or replacing all necessary components within the upper portions of the hydrant, from the operating nut downwards to the top of the break away (upper barrel) flange, in order to return the hydrant to working order. Hydrant rotation shall also be considered as an upper barrel repair.

1.4..23. **Lower Barrel Repair:** A lower barrel repair shall consist of repairing and/or replacing all necessary components of the hydrant from the top of the break away (upper barrel) flange to the bottom of the hydrant foot valve in order to return the hydrant to working order.

1.4..24. **Valve Maintenance:** Valve maintenance shall include the following procedures:

- Locate and access each valve (**Any valves that Cannot Be Located (CNL) or Cannot Be Accessed (CNA) shall be billed at half (1/2) the regular rate**)
- Raise valve box to grade (if applicable)
- Align valve box to vertical position (if located outside of pavement)
- Clean debris and standing water from valve box

EXHIBIT A – SCOPE OF WORK

- Operate valve from open to close and back to open position for two (2) complete cycles
 - Obtain and record GPS coordination of valve
 - Paint valve box blue regardless of location
 - Document all pertinent data including location, type, and size of valve, direction of rotation to open position, number of turns to full open position, degree of operating difficulty, and note deficiencies and/or closed valves to be immediately reported to the Utility. All data shall be formatted to match existing data system and shall be delivered to MCU in an electronic format compatible with Marion County ArcGIS/ArcMap system.
- **GPS Mapping:** All the water distribution valves and fire hydrants encountered in this contract are to be GPS mapped within sub-meter accuracy and the data delivered in an electronic format compatible with Marion County's ArcGIS/ArcMap system software. Coordinate data shall be field-collected with autonomous GPS readings and subsequently differently corrected via post-processing. The contractor(s) shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry with multi-path degradation. Point value features shall be collected at an epoch of one (1) second with a minimum occupation of twenty (20) seconds. Specific parameters include:
 - **Elevation mask:** 15 degrees above the horizon
 - **Coordinate system:** as agreed with NAD 1983 State Plane Florida EAST
 - **Satellites:** ≥ 4
 - **Position Dilution of Precision (PDOP):** < 6
 - Horizontal Dilution of Precision (HDOP): < 4
 - Minimum number of raw positions collected: 20
 - In the event of obstructions – where a clear GPS position cannot be captured a laser offset will be executed from a nearby location
- At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process:
 - PDOP value
 - HDOP value
 - Correction status
 - Date recorded
 - Time recorded
 - Total positions
 - Filtered positions
 - Horizontal Precision
 - Vertical Precision
 - Standard deviation
 - Car File Name
 - X-coordinate
 - Y-coordinate

1.6. DOCUMENTATION:

- Documentation data will be collected on each distribution valve and/or hydrant and will be agreed upon, and will be compatible with Marion County's ArcGIS/ArcMap system software in advance of work start up.

EXHIBIT A – SCOPE OF WORK

1.5..1. Physical data – Identification number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, number of turns, torque, if clean out was necessary, valve discrepancies (by category and details), box/vault discrepancies (by category and details) and any additional information as necessary.

1.5..2. Location data – Mapping grade GPS coordinate data parameters noted in the GPS mapping section

1.5..3. Discrepancies – Details on discrepancies so that a work order (as described below) can be concisely created.

1.7. DELIVERABLE DATA:

- The Contractor will provide applicable hydrant and valve data in a spatially accurate format compliant with Marion County ArcGIS/ArcMap system in the County's existing data structure. Contractor shall be able to fully integrate data into ESRI ArcGIS/ArcMap and shall be integrated into Marion County ArcGIS system. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The data in electronic format shall contain the information agreed to by MCU and at a minimum the following attribute data:
 - 1.7..1. A unique identification number – for each device
 - 1.7..2. Data Dictionary-Valve Condition (operable, inoperable)
 - 1.7..3. Source document reference-valve discrepancies
 - 1.7..4. Date of Operation-structure discrepancies
 - 1.7..5. Valve Size – PDOP value
 - 1.7..6. Valve Type – HDOP value
 - 1.7..7. **Obstructed GPS data shall be obtained through laser offset method.**

1.8. FLUSHING SERVICES:

- MCU may require the Contractor to perform unidirectional or maintenance flushing in certain locations within the utility's distribution systems MCU will provide the contractor the flushing sequences developed by an Engineer for the special areas. The contractor is responsible for locating the valves and hydrants identified in the Engineer's sequencing and verifying their operability. Upon completion of each sequenced flushing activities, the Contractor will return valves to their original position. This is to help with valves not being left in the wrong position. Pricing for unidirectional flushing will combine item 83 (valve maintenance without GPS location) for turning the valves and item A6 Time Unit for the actual flushing.

1.9. HYDRANT AND/OR VALVE REPLACEMENT AND INSTALLATION:

- Hydrant and valve replacement and/or new installation work described in this solicitation package (see Price Schedule) shall be "all inclusive". The line item pricing of such work shall include all of but not limited to the following:
 - 1.9..1. Pre-work job site evaluation
 - 1.9..2. Obtaining all utility and/or Right of Way (ROW) locates

EXHIBIT A – SCOPE OF WORK

- 1.9.3. Notification of effected customers (with the exception of partial water system shut down)
- 1.9.4. Job site safety and MOT
- 1.9.5. Site excavation (typical <48" bury to bottom of pipe)
- 1.9.6. Furnish and install all necessary materials to successfully complete the job
- 1.9.7. Furnish and competently operate all necessary equipment to successfully complete the job
- 1.9.8. Furnish and manage all necessary competent labor to successfully complete the job
- 1.9.9. Excavation, backfill, and compaction
- 1.8.10. Removal of all remaining spoil, materials and waste
- 1.8.11. Complete site restoration unless otherwise specified by MCU

1.10. WORK IN UTILITY EASEMENT/RIGHT OF WAY (ROW) AND EXISTING UTILITIES/ROW IMPROVEMENTS:

- The Contractor shall be responsible for obtaining all Utility Locates through, and in accordance with "Sunshine State Once Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Contractor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/or ROW. The Contractor shall promptly notify MCU of any conflicts with existing utilities that occurs as a result of said work. The Contractor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of Way permits as required by Marion County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

1.11. JOB SITE MANAGEMENT:

- The Contractor shall set up, manage and restore each job site in a responsible manner that includes but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Contractor leave the job site unattended. The Contractor must request and gain approval from MCU for any specific job site-work that may extend past one work day. If approval is granted, all excavated areas must be backfilled and enclosed with safety mesh and proper MOT activated at the end of each work day. Each job site (regardless of duration of work) must be maintained at all times in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by the Marion County Office of the County Engineer in advance of the work. The Contractor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the contractor shall backfill and compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from job site. It shall be the ultimate responsibility of the Contractor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the contractor (reference Restoration and Contractor Pass Through section of this document).

1.12. SUB-CONTRACTED AND CONTRACTOR "PASS-THROUGH" CHARGES:

- Certain services shall be considered as "Pass-through" charges. These charges are interpreted to mean sub-contractor invoice total plus 10% administration and management costs. For the terms of this contract these services include landscape restoration (excluding irrigation repairs and <400 sq. ft sod), asphalt restoration, concrete restoration, de-watering (well points) services,

EXHIBIT A – SCOPE OF WORK

extended MOT (>72 Hours). MOT with law enforcement presence during work activities. Prior to use of sub-contracted or cost pass through services, the Contractor shall obtain three (3) separate quotes for each of the sub-contracting activities and present to Marion County a recommendation of award for each service. If the acceptance of this recommendation is not approved, Marion County reserves the right to perform any and all of these pass-through activities. Marion County reserves the right to perform any and all of these pass-through activities to avoid the additional pass through charges. If this right is exercised by Marion County, the responsibility for such work will be removed from the Contractor.

1.13. WARRANTY:

- In order to insure fire hydrant and valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the contractor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

EXHIBIT B - FEE SCHEDULE

BID# 25B-040 Annual Hydrant Valve-Flushing Maintenance

ITEM	DESCRIPTION	UNIT	UNIT COST
Group A - Hydrant Services			
A1	Hydrant Maintenance (includes scrape, wire brush and paint)	EA	\$59.80
A2	Hydrant Maintenance (without scrape, wire brush and paint)	EA	\$50.00
A3	Hydrant Maintenance (includes sand blast and paint)	EA	\$425.00
A4	Furnish and attach Hydrant I.D. tag (with required information)	EA	\$20.00
A5	Furnish and install reflective road marker	EA	\$18.00
A6	Extended Flush Time (15-minute Unit)	EA	\$40.00
A7	Bonnet and/or break away flange bolt replacement	EA	\$95.00
A8	Upper barrel repair	EA	\$895.00
A9	Lower barrel repair	EA	\$1,295.00
A10	Hydrant extension (6")	EA	\$990.00
A11	Hydrant extension (12")	EA	\$1,375.00
A12	Hydrant extension (18")	EA	\$1,495.00
A13	Replace typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require shut down or line stop.	EA	\$11,000.00
A14	Replace typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require shut down or line stop.	EA	\$12,000.00
A15	Replace typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop	EA	\$13,250.00
A16	Replace typical bury (48") hydrant, isolation valve and tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA	\$12,000.00
A16a	Replace typical bury (48") hydrant, isolation valve and tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA	\$15,000.00
A16b	With 6" x 6" tee	EA	\$16,000.00
A16c	With 6" x 8" tee	EA	\$16,750.00
A16d	With 6" x 12" tee	EA	\$16,850.00
A16e	With 6" x 14" tee	EA	\$17,250.00
A16f	With 6" x 16" tee	EA	\$17,500.00
A16g	With 6" x 20" tee	EA	\$18,500.00
A16h	With 6" x 24" tee	EA	\$19,500.00
A17	Install new hydrant and (isolation) valve on existing typical 48" bury water main	EA	\$15,000.00
A17a	With 6" x 6" wet tap	EA	\$12,500.00

EXHIBIT B - FEE SCHEDULE

BID# 25B-040 Annual Hydrant Valve-Flushing Maintenance

A17b	With 6" x 8" wet tap	EA	\$12,800.00
A17c	With 6" x 10" wet tap	EA	\$13,250.00
A17d	With 6" x 12" wet tap	EA	\$13,750.00
A17e	With 6" x 14" wet tap	EA	\$14,000.00
A17f	With 6" x 16" wet tap	EA	\$14,250.00
A17g	With 6" x 20" wet tap	EA	\$16,850.00
A17H	With 6" x 24" wet tap	EA	\$17,550.00
A18	Abandon existing hydrant by installing restrained cap or plug with 2" blow-off assembly in isolation valve (includes materials, excavation, backfill and compaction)	EA	\$8,500.00
A19	Installation of hydrant other than typical 48" bury (adder per foot)	LF	\$900.00
A20	If hydrant is set more than 6' away from the centerline of the tee (adder per foot)	LF	\$200.00
A21	If hydrant set requires additional restrained 6" MJ bend(s) (per fitting)	EA	\$400.00
B1	Valve maintenance (includes sub-meter GPS location)	EA	\$60.50
B2	Valve maintenance (includes sub-foot GPS location)	EA	\$60.50
B3	Valve maintenance (without GPS location)	EA	\$60.50
B4	Valve maintenance "CNL" (Can Not Locate) or "CNA" (Can Not Access)	EA	\$32.50
B5	Raise valve box to grade < 12" depth (excluding concrete areas and vehicular arteries)	EA	\$150.00
B6	Raise valve box to grade < 12" depth in concrete areas and vehicular arteries	EA	\$450.00
B7	Raise valve box to grade (or replace valve box) > 12" depth but < 42" depth (excluding concrete areas and vehicular arteries)	EA	\$500.00
B8	Raise valve box to grade (or replace valve box) > 12" depth but < 42" depth in concrete areas and vehicular arteries	EA	\$500.00
B9	Replace existing 2" valve w/resilient wedge gate valve in "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	\$7,500.00
B10	Replace existing 4" valve w/resilient wedge gate valve in "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	\$8,000.00
B11	Replace existing 6" valve w/resilient wedge gate valve in "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	\$8,250.00
B12	Replace existing 8" valve w/resilient wedge gate valve in "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	\$10,000.00
B13	Replace existing 10" valve w/resilient wedge gate valve in "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	\$14,000.00
B14	Replace existing 12" valve w/resilient wedge gate valve in "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	\$15,000.00
B15	Replace existing 14" valve w/resilient wedge gate valve in "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	\$17,000.00

EXHIBIT B - FEE SCHEDULE

BID# 25B-040 Annual Hydrant Valve-Flushing Maintenance

B16	Replace existing 16" valve w/resilient wedge gate valve in "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	\$17,500.00
B17	Replace existing 20" valve w/resilient wedge gate valve in "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	\$19,500.00
B18	Replace existing 24" valve w/resilient wedge gate valve in "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	\$21,000.00
B19	Installation of 4" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	\$12,250.00
B20	Installation of 6" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	\$14,000.00
B21	Installation of 8" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	\$16,225.00
B22	Installation of 10" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	\$18,500.00
B23	Installation of 12" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	\$24,000.00
C1	Realign valve box to grade in dirt, grass, sand or gravel (0' to 4' deep)	EA	\$150.00
C2	Realign valve box to grade in dirt, grass, sand or gravel (4' to 10' deep)	HR	\$245.00
C3	Realign valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HR	\$245.00
C4	Realign valve box to grade in pavement (0' to 4' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EA	\$1,500.00
C5	Realign valve box to grade in pavement (4' to 10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HR	\$485.00
C6	Realign valve box to grade in pavement (> 10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HR	\$485.00
C7	Raise valve box to grade in dirt, grass, sand or gravel (> 4' to 10' deep)	HR	\$325.00
C8	Raise valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HR	\$385.00
C9	Raise valve box to grade in pavement (4' to 10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HR	\$485.00
C10	Raise valve box to grade in pavement (> 10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HR	\$485.00
C11	Clean out/vacuum valve box (pricing based on cleaning all of the County's valve boxes in lieu of assessment)	EA	\$45.00
C12	Clean out valve box, where standard vacuum is not successful by digging, loosening and removing impacted debris and fill in around valve box (2 MEN AND EQUIPMENT)	EA	\$285.00

EXHIBIT B - FEE SCHEDULE

BID# 25B-040 Annual Hydrant Valve-Flushing Maintenance

C13	Large valve repair as an hourly rate with the materials as a pass through. The hourly rate should factor in excavation equipment cost (3 MEN AND EQUIPMENT)	HR	\$475.00
C14	Small valve repair such as 2" blow off. This includes plumbing in a 2" stainless steel fitting such as a short nipple, a stainless steel 90 degree elbow or other items as may be required. Hourly rate for labor and materials will be pass through. The reason this is separate from large valves is the excavation most likely will be shallow and done manually (2 MEN AND EQUIPMENT)	HR	\$325.00
C15	Exploratory excavation: Where no other accurate or cost effective means is available to discover, diagnose and recommend remediation, contractor will dig to uncover and identify cost effective options. This includes:		
C16	Exploratory investigation 0' to 4' deep	HR	\$275.00
C17	Exploratory investigation 4' to 10' deep	HR	\$425.00
C18	Exploratory investigation > 10' deep	HR	\$475.00
C19	Installation of a 16" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	\$48,000.00
C20	Installation of 24" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	\$60,000.00
D1	Uni-Directional Flushing Services performed at a combined rate		
D1a	Contractor will review the UDF sequences developed by MCU and identify the locations and quantities to be opened and closed for each sequence. Contractor will charge the price agreed upon for Item B3, *valve maintenance (without GPS location) for the opening and closing of valves for each sequence.	HR	\$245.00
D1b	Contractor will at identified locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (D2) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	HR	\$245.00
D2	Maintenance Flushing Services performed at an hourly rate.	HR	\$125.00
E1	Required use of Ductile Iron pipe in lieu of C-900 PVC pipe (cost to include any additional labor, materials, excavation, backfill and compaction)		
E1a	6 inch	LF	\$62.00
E1b	8 inch	LF	\$78.00
E1c	10 inch	LF	\$82.00
E1d	12 inch	LF	\$94.00
E1e	14 inch	LF	\$155.00

EXHIBIT B - FEE SCHEDULE

BID# 25B-040 Annual Hydrant Valve-Flushing Maintenance			
E1f	16 inch	LF	\$155.00
E1g	20 inch	LF	\$185.00
E1h	24 inch	LF	\$200.00
E2	Line stop services (includes materials, excavation on < or= 48" bury to top of pipe, backfill and compaction)		
E2a	4 inch line stop (SS fitting)	EA	\$13,250.00
E2b	4 inch line stop (epoxy fitting)	EA	\$12,000.00
E2c	6 inch line stop (SS fitting)	EA	\$15,000.00
E2d	6 inch line stop (epoxy fitting)	EA	\$14,000.00
E2e	8 inch line stop (SS fitting)	EA	\$15,500.00
E2f	10 inch line stop (SS fitting)	EA	\$16,500.00
E2g	12 inch line stop (epoxy fitting)	EA	\$15,500.00
E2h	14 inch line stop (epoxy fitting)	EA	\$17,000.00
E2i	16 inch line stop (epoxy fitting)	EA	\$17,000.00
E2j	20 inch line stop (epoxy fitting)		\$21,000.00
E2k	24 inch line stop (epoxy fitting)	EA	\$25,000.00

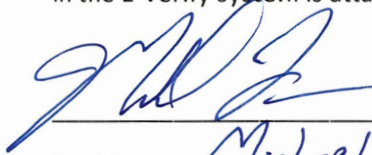


CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Hydromax Usa [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.

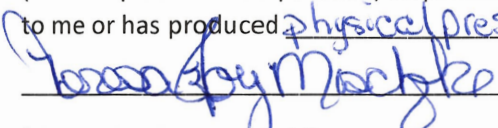
A true and correct copy of Hydromax Usa [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.


Print Name: Michael Farmer
Date: 4/10/25

STATE OF FLORIDA

COUNTY OF Denton

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4-10-25 (date) by Michael Farmer (name of officer or agent, title of officer or agent) of Hydromax USA LLC (name of corporation acknowledging), a TX (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced physical presence (type of identification) as identification.


[Notary Seal] Notary Public

Teresa Joy Mischke

Name typed, printed or stamped

My Commission Expires: 11-22-2026





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/15/2026

2/12/2025

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

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

PRODUCER Lockton Companies, LLC 500 W. Monroe, Ste. 3400 Chicago IL 60661 (312) 669-6900 midwestcertificates@lockton.com	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1514811 HYDROMAX USA LLC 3700 Riverwalk Drive, Suite 145 Flower Mound TX 75028	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Travelers Indemnity Company of America		25666
	INSURER B: The Travelers Indemnity Company of Connecticut		25682
	INSURER C: Travelers Property Casualty Company of America		25674
	INSURER D: The Phoenix Insurance Company		25623
	INSURER E: St. Paul Surplus Lines Insurance Company		30481
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 18942414**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Deductible: \$2,500 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	DT-CO-158D2429-TIA-25	2/15/2025	2/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	N	N	810-158D2430-25-26	2/15/2025	2/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$ 10,000	N	N	CUP-4W507598-25-26	2/15/2025	2/15/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB-4W129884-25-26-G	2/15/2025	2/15/2026	☒ 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
E	Professional/Pollution Liability	N	N	ZCE-81N89568	2/15/2025	2/15/2026	\$5,000,000 Ea claim/Agg / Ded:\$50K

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

City of Cocoa is included as additional insured(s) on a Primary and Non-contributory basis if required by written contract with respect to General Liability per the terms and conditions of the policy. A waiver of subrogation applies in favor of the Additional Insureds if required by written contract with respect to General Liability per the terms and conditions of the policy where permitted by state law.

CERTIFICATE HOLDER**CANCELLATION** See Attachment

18942414
City of Cocoa
65 Stone Street
Cocoa FL 32922

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Cocoa

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID 18942414.

- Email: Chicagoedelivery@lockton.com
- Phone: 866-297-8023

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
500 W. Monroe Street, Suite 3400
Chicago, IL 60661

CITY COUNCIL AGENDA ITEM

Memo Date: May 2, 2025
Agenda Date: May 13, 2025
File ID: 2025-432
Prepared By: John Walsh, Utilities Director, Anthony Garganese, City Attorney
Through: Anthony Garganese, City Attorney
Stockton Whitten, City Manager
Requested Action: Approve Ordinance No. 03-2025 on first reading, amending Section 22-5 and creating Section 22 -5.2 of the City Code to update the City's Mandatory Sewer Hookup Policy and authorize sewer system connection requirements following expansion projects To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion.

BACKGROUND:

The Save Our Indian River Lagoon Program (SOIRL) and ½ penny sales tax was approved by the voters of Brevard County with the purpose of removing phosphorus and nitrogen from entering and further polluting the Indian River Lagoon. Two areas within the City of Cocoa along Indian River Drive were identified as areas requiring improvement. To justify the tax and present the case to the voters, Brevard County Commissioned a study by the consulting firm Tetra Tech. In addition to identifying the major causes of pollutants into the Indian River Lagoon the Tetra Tech study also identified acceptable approaches and projects for improving the lagoon. In the areas with the City of Cocoa known as “J” and “K” the two approaches for improving the lagoon were identified as:

1. Advanced Septic System Replacements
2. Conversions from traditional Septic to Sewer Systems

The “J” and “K” project was designed as a Septic to Sewer Project for the following reasons:

1. Gravity Sewer was nearby
2. The technology improvement for boring was available to bore through coquina rock
3. Early discussions with the County centered around the project being completely funded through the SOIRL tax revenues

Ultimately SOIRL approved an allocation of approximately \$6,715,820 for 88 lots within the “J” and “K” project area toward the design, construction of a new gravity sewer system to eliminate existing septic systems assuming 100% participation.

Staff have consistently advised that the Council should address the following policy matters prior to a decision on whether to go forward with the project.

- Who pays for cost overruns if they occur, the homeowners within the J&K project area or the water and sewer rate payers within the regional utility?
- Can and/or will the Council mandate mandatory connections for homeowners within the J&K project area? Does this policy have to be a city-wide policy?
- What will be the penalty for not complying with the mandatory connection requirement?
- How will the City address non-compliance?

Mandatory Connection for J&K properties

In general, the City Attorney's position is that the City Council can legally adopt an ordinance requiring J&K property owners to connect to the city's sewer system because the proposed sewer line improvement provides a direct and special benefit to those properties and the J&K project will be funded, in whole or in part, by a special funding source ("SOIRL Tax", debt financing, etc.). The connection mandate is also supported by Section 381.00655, Florida Statutes which provides that an owner of a functioning onsite sewage treatment and disposal system (aka "septic tank") "must connect the ... building's plumbing to an available publicly owned ... sewerage system within 365 days after written notification [by the city] that the system is available for connection." Section 381.00655 also requires property owners to pay connection charges. The ordinance will emphasize the public purpose of the Save our Indian River Lagoon Program and require a mandate for any other similar projects in the future, if any.

Enforcement Measures

State law supports local government efforts to mandate sewer connections to publicly available sewer systems. If the J&K project proceeds, the City will have to exhaust all available remedies at law to require that J&K property owners connect to the constructed sewer line improvement funded in whole or in part by SOIRL. Such remedies should include seeking injunctions to compel connection against any J&K property owner who refuses to connect timely to the City's sewer system once it becomes available.

Furthermore, there are funding risks associated with the J&K project which should be mitigated to protect the City from financial losses. Such financial risks may include: (1) project costs in excess of available SOIRL funding; and (2) an anticipated SOIRL claw-back provision in the funding agreement based on some properties refusing to timely connect to the sewer line project funded by SOIRL tax money. Because the J&K project primarily provides a specific and direct benefit to the 88 affected properties, a special assessment is a legally sound approach to enforce recovery of project cost overruns and claw-backs. The City Council should seriously consider a special assessment if the decision is to proceed with the project.

Special assessments for sewer line extensions have been routinely upheld by Florida courts because they generally meet the two prong criteria: (i) a clear, direct benefit to assessed properties; and (ii) a fair and rational method of apportionment, especially on

a per parcel basis. Special assessment may also be placed on the non-ad valorem portion of the annual tax bill and are on parity with taxes in terms of collections.

Furthermore, the City Council must be made aware that the City has a combined water and sewer utility enterprise fund. A special assessment approach ensures that the property owners receiving the benefit from the J&K project contribute proportionally to the cost associated with the project, preventing the other water and sewer rate payers from subsidizing costs that should be borne by the benefiting properties. For example, the City of Cocoa has historical precedent in assessing utility expansion costs incurred by the City in a defined geographical area. In the late 1980s, the City Council implemented an area specific connection charge for Suntree and Viera properties to pay for expanding water infrastructure (pipes and appurtenances) to serve only those areas. The two areas are required to pay the area specific connection charge to reimburse the City for the costs of several Suntree and Viera expansion projects over the past 35 years, rather than shifting the burden to all Cocoa water and sewer customers. This approach protected existing ratepayers from subsidizing water line expansion costs incurred by the City to provide service in one specific area. Similar to the Suntree and Viera expansion, the J&K project involves a defined geographical area benefiting from a sewer system improvement.

On February 25, 2025, Council Meeting the City Council directed City Staff to begin moving forward with the J&K Septic to Sewer Conversion Project. The first step in the process is the adoption of this Mandatory Connection Ordinance. Current Florida Statutes require residents to connect within one year from the date the system is available. An ordinance requiring mandatory connection also helps the City with additional state and federal grant funding to cover the costs associated with the project.

This proposed ordinance amends Section 22-5 and creates Section 22-5.2 of the City Code to:

- Clarify when property owners must connect to the City's sewer system.
- Authorize the City Council to compel connection, even for functioning septic systems, when part of a City-initiated sewer expansion project.
- Establish a legal and administrative framework for funding, notification, compliance, and enforcement of such projects.

The following major policy additions and revisions are contained in the proposal:

New Section 22-5.2: Mandatory Connection Following Sewer Expansion Projects

The proposed new section 22-5.2 is the enabling code that establishes the legal framework under which the City Council can authorize new sewer line expansion projects in the future that require property owners to connect to the City's sewer system. If adopted, the legal framework may be applied to the J&K project or any other similar projects that the City Council may consider in the future. Generally, Section 22-5.2 provides:

- Empowers City Council to declare a sewer expansion project necessary and mandate connection to the sewer system.
- All properties within the expansion area, whether served by a failing or functioning septic system, must connect within a prescribed time period upon written notice.
- Property owners are responsible for disconnection of septic systems and connection costs.
- The City may impose special assessments for infrastructure, engineering, and related costs.
- Grant funding will be considered to reduce homeowner burdens.
- Noncompliance may trigger code enforcement, legal remedies, and potential liens against the property.

Amendments to Section 22-5: Revised Sewer Use Regulations

Section 22-5 is an existing City Code provision that Staff proposes to update in conjunction with creating the new Section 22-5-2. Section 22-5 will continue to apply to sewer connections that do not fall under a project that is authorized by the City Council pursuant to the new Section 22-5-2. Sewer line expansion projects with mandated connection will follow the special procedural framework outlines in Section 22-5-2.

New Subsection (m) under Section 22-5:

- Council may mandate discontinuation and removal of properly functioning onsite systems during a City-led sewer expansion project.
- This removes the historical exemption for functioning systems when sewer was extended.

Deletion from Subsection (l):

- Previously, existing properties with functioning septic systems were not required to connect. That blanket exemption is removed, shifting policy toward proactive conversion.

Additional Revisions Include:

- Affirmation of prohibitions on new or replacement septic tanks when sewer is available.
- Procedures for hardship exemptions via the Utilities Director, subject to DOH approval.
- Cost recovery for legal actions and system expansion.

Policy and Implementation Considerations

- The City Council will have the flexibility to determine timing, scope, location, and deadlines for sewer projects on a project-by-project basis via resolution.
- Written notice will trigger the statutory one-year connection timeline under F.S. § 381.00655.
- The ordinance allows for flexible financing options for property owners and equitable use of any available grants.
- The ordinance provides for lien imposition, injunctive relief, and use of F.S. Ch. 162 code enforcement remedies to ensure compliance.

Additionally, the State Ethics Commission ruled that except for procedural or preliminary matters, Councilwoman Koss has a voting conflict of interest and cannot vote on making a final determination regarding the septic-to-sewer conversion project that would involve such a conversion for her residence because she would receive guaranteed funds (gains) from the City and would have a mandatory outlay of funds she would personally incur if the project were underfunded (losses), thus, incurring a special private gain or loss under the voting conflict statute. Thus, Councilwoman Koss will not be voting on making a final determination regarding the project. The remaining four (4) members of Council will need to provide final direction at this time.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards
Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? N/A

Source/Use of Funds N/A

PREVIOUS ACTION:

Council Direction on February 25, 2025

RECOMMENDED MOTION:

Approve Ordinance No. 03-2025 on first reading, amending Section 22-5 and creating Section 22 -5.2 of the City Code to update the City's Mandatory Sewer Hookup Policy and authorize sewer system connection requirements following expansion projects To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion.

ORDINANCE NO. 03-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CREATING A NEW SECTION 22-5.2 OF THE CITY CODE AUTHORIZING THE CITY COUNCIL TO REQUIRE A PROPERTY OWNER TO DISCONTINUE AND REMOVE AN EXISTING FUNCTIONING SEPTIC TANK OR OTHER EXISTING FUNCTIONING ONSITE SEWERAGE TREATMENT OR DISPOSAL SYSTEM AND CONNECT TO THE CITY'S SEWER SYSTEM IN CONJUNCTION WITH A CITY SEWER LINE EXPANSION PROJECT THAT THE CITY COUNCIL DEEMS FINANCIALLY AND PRACTICALLY FEASIBLE TO CONSTRUCT IN THE BEST INTERESTS OF THE PUBLIC; AMENDING SECTION 22-5 OF THE CITY CODE CLARIFYING THE CONNECTION CONDITIONS THAT GENERALLY APPLY WHEN EXISTING RESIDENTIAL HOUSES, BUILDINGS OR PROPERTIES WITH EXISTING PROPERLY FUNCTIONING SEPTIC TANKS OR OTHER EXISTING PROPERLY FUNCTIONING ONSITE SEWERAGE TREATMENT OR DISPOSAL SYSTEMS MUST CONNECT TO AN AVAILABLE PUBLIC SANITARY SEWER OF THE CITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the Constitution of the State of Florida to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, through Florida Statutes § 381.0065(1)(a), the Florida Legislature finds that proper management of onsite sewage treatment and disposal systems (i.e. septic tanks) is paramount to the health, safety, and welfare of the public; and

WHEREAS, Florida Statutes § 381.0065(1)(b) sets forth the Florida Legislature's intent that the use of an onsite sewage treatment and disposal system shall not adversely affect the public health or significantly degrade the groundwater or surface water; and

WHEREAS, Florida Statutes § 381.0065(1)(a) provides that the owner of a properly functioning onsite sewage treatment and disposal system must connect the system, or the building's plumbing, to an available publicly owned sewer system within one year of written notification from the public sewer system's owner that the sewer system is available for connection; and

WHEREAS, the City is also granted authority to operate and maintain a sewer system pursuant to chapter 180, Florida Statutes, and Ch. 57- 1232, Laws of Florida; and

WHEREAS, the City Council of the City of Cocoa finds it to be in the best interest of the public health, safety, and welfare to plan for and continue the provision of a sewage collection system within the City of Cocoa and within the City's designated sewer service area located outside the City's boundaries; and

WHEREAS, the City Council deems it necessary to enforce regulations to require property owners to use the City's sewage collection system whenever and wherever it is deemed available by the City to ensure the proper and efficient management of wastewater; and

WHEREAS, the City Council recognizes the need to be proactive in expanding the City's sewer infrastructure, when financially and practically feasible and in the public's best interest, in order to facilitate the conversion of existing septic systems to the public sewer system; and

WHEREAS, the conversion from on-site sewage treatment and disposal systems to a centralized sewer system owned and operated by the City of Cocoa (aka a "septic to sewer conversion") is intended to protect and improve the environment, including but not limited to the health and water quality of the Indian River Lagoon ecosystem; and

WHEREAS, the Brevard County Save Our Indian River Lagoon Project Plan ("Plan") was developed to identify and prioritize projects, including septic-to-sewer conversion initiatives, for funding through the Save Our Indian River Lagoon ½ Cent Sales Tax Referendum passed in 2016; and

WHEREAS, the Plan was created in collaboration with scientists, economists, environmentalists, and multiple government agencies to ensure the implementation of local projects designed to meet water quality targets and enhance the health, productivity, aesthetic appeal, and economic value of the Indian River Lagoon; and

WHEREAS, Brevard County has conducted a detailed evaluation¹ of septic system impacts to local surface waters, finding that properties utilizing septic systems are at risk of polluting ground and surface waters in the Indian River Lagoon and its watershed; and

WHEREAS, Brevard County and Save Our Indian River Lagoon have found² that increased surface and groundwater pollution from septic systems contributes to increased presence of nutrients, such as nitrogen, in the Indian River Lagoon and its watershed, which in addition to degrading the quality of ground and surface water can negatively affect the public health; and

WHEREAS, Brevard County and Save Our Indian River Lagoon have identified 2,763 properties utilizing septic systems (four percent of overall properties in Brevard County utilizing septic systems), including properties within the City of Cocoa, which pose a high risk of polluting the Indian River Lagoon and which, when connected to public sewer systems, would reduce the nutrient load pollution in the Lagoon by up to seventeen percent; and

¹ Developing Data-Driven Septic Policy for the Indian River Lagoon, Applied Ecology, <https://appliedecologyinc.com/septic-moratorium-analysis/> (last visited Mar. 20, 2025).

² *Id.*

WHEREAS, when financially and practically feasible, the City of Cocoa desires to encourage septic to sewer conversions to protect the valuable natural resources of the Indian River Lagoon watershed and to protect the public health from the negative effects of surface and ground water pollution; and

WHEREAS, in furtherance of this goal, the City Council may determine in the future that it is financially and practically feasible to expand the City's publicly owned sewer system to provide greater access to public sewer connections and promote septic to sewer conversion at such time the City's sewer system becomes available to properties as a result of a sewer expansion project, with a particular focus on properties adjacent to the Indian River Lagoon; and

WHEREAS, the City Council finds that supporting and participating in the implementation of the Save Our Indian River Lagoon Project Plan, when it is financially and practically feasible, serves a legitimate government purpose by promoting the protection of public health, safeguarding natural resources, and improving environmental conditions, particularly through the reduction of pollutants entering the Indian River Lagoon; and

WHEREAS, a municipality has the authority to compel mandatory sewer connection by virtue of a mandatory connection ordinance. *See Keys Citizens For Responsible Government v. Florida Keys Aqueduct Authority*, 795 So. 2d 940 (Fla. 2001); *State v. City of Miami*, 27 So. 2d 118 (Fla. 1946) (private rights must always be subordinate to public rights and public health and a city may use all reasonable means to protect public health including compelling mandatory sewer connection to a city sewerage system); and

WHEREAS, the purpose of this Ordinance is to safeguard public health and safety by preventing on-site sewage treatment and disposal systems from causing significant degradation to groundwater and surface water quality; and

WHEREAS, it is also the intent and purpose of this Ordinance to prevent, and protect the public from, public sewage nuisances; and

WHEREAS, the City of Cocoa operates a combined water and sewer enterprise fund, meaning that the costs associated with providing water and sewer services are funded primarily through user fees rather than general tax revenue; and

WHEREAS, the City Council has a fiduciary responsibility to ensure that the enterprise fund remains financially self-sustaining, protecting the interests of ratepayers by maintaining equitable and cost-based utility rates while ensuring that revenues are allocated appropriately, and to that end, the City Council continues to use a professional rate consultant that assists the City in implementing a comprehensive utility rate model to establish just, fair and equitable water and sewer utility rates; and

WHEREAS, it is essential to maintain the fiscal integrity of the enterprise fund by ensuring that revenues collected from water service customers are used exclusively for the operation,

maintenance, expansion, and capital improvements of the water system, and that revenues collected from sewer service customers are used exclusively for the sewer system; and

WHEREAS, allowing water service revenues to subsidize sewer system projects, or vice versa, would constitute an inappropriate cross-subsidization that could distort rate structures, place an undue financial burden on customers of one utility service, and create fiscal imbalances within the enterprise fund; and

WHEREAS, the costs associated with constructing, maintaining, expanding, and upgrading the City's sewer infrastructure must be recovered through a combination of connection fees, impact fees, user charges, and other legally authorized funding sources including, but not limited to grants, special assessments and bond indebtedness, to ensure the long-term financial sustainability of the system; and

WHEREAS, failure to require timely connection to the sewer system when capacity is available may result in lost revenue, increased financial strain on existing ratepayers, and inefficiencies in the management of the sewer enterprise fund; and

WHEREAS, grant funding and other financial assistance may be available to offset a portion of the costs of sewer expansion projects, but such funding is often contingent upon property owners connecting to the system in a timely manner; and

WHEREAS, the City Council finds that establishing clear connection requirements, enforcing compliance, and recovering costs where necessary are essential to protecting the financial health of the enterprise fund and preventing undue burdens on existing ratepayers; and

WHEREAS, the City Council further finds that in cases where a sewer line expansion project benefits only a limited number of property owners, it may be necessary to impose a special assessment on those properties to equitably distribute costs and avoid unfairly shifting the financial burden onto other utility ratepayers who do not receive a direct benefit; and

WHEREAS, imposing special assessments in appropriate circumstances ensures that those who benefit from the expansion of sewer service contribute their fair share while protecting the overall financial health of the enterprise fund and maintaining fair, just, and equitable rates for all customers; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa and all real property owners eligible for sewer service from the City of Cocoa in accordance with Ch. 57-1232, Laws of Florida.

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS AS FOLLOWS:

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

Section 2. Sec. 22-5 Code Amendment. Section 22-5 of the Code of Ordinances of the City of Cocoa, Florida, is hereby amended as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text appearing in Section 22-5. It is intended that the text in Section 22-5 of the City Code shall remain unchanged from the language existing prior to the adoption of this Ordinance.

Sec. 22-5. Use of the city sewage collection system.

(a) It shall be unlawful for any person to place, deposit or permit the deposit in any unsanitary manner on public or private property within the city, or in any area under the jurisdiction of the city, any human or animal excrement, garbage or other objectionable waste.

(b) It shall be unlawful to discharge to any natural outlet within the city, or in any area under the jurisdiction of the city, any waste water or other polluted waters, except where suitable treatment has been provided in accordance with the provisions of this section and other applicable law.

(c) It shall be unlawful to install or to permit installation of a septic tank or other onsite sewage treatment or disposal system on any property within the city if the city's sewer system is available to serve the property. Said prohibition shall apply to replacement of septic tanks or other onsite sewage treatment or disposal system on property which is presently being improved or which may be improved hereafter.

(d) Except as provided in this section or by law, it shall be unlawful to construct or maintain any new onsite sewage treatment or disposal system for the treatment or disposal of wastewater.

(e) The owner of all new houses, buildings or properties used for human occupancy, employment, recreation or other purposes situated within the city or outside the city and within the city's sewer service area pursuant to ch. 57-1232, Laws of Florida, and abutting on any easement, street, alley or right-of-way in which there is now located or may in the future be located an available public sanitary sewer of the city, is hereby required at the owner's expense to install suitable and operable toilet facilities therein, and to connect such facilities at owner's expense with the city's sewer system in accordance with the provisions of this Code, the Florida Statutes and the rules and regulations of the State Department of Health. Connection to such facilities shall occur within three hundred sixty-five (365) days notice of availability of services, in conjunction with a new development project, or as otherwise provided by law. No certificate of occupancy shall be granted by the building official for any building until such time as owner has fully complied with the provisions of this subsection. This subparagraph shall also apply to existing houses, buildings

or properties with existing onsite sewerage treatment systems which have failed and must be substantially replaced such as replacing the septic tank itself, installing a new drain field, reconfiguring the layout or capacity of the system, changing the type of system, and other similar kind of work requiring approval by a regulatory agency.

In isolated and extraordinary hardship instances, the utilities director may exempt owners of property from the mandatory city sewer connection required herein upon a finding that the connection to the city's sewer system is not feasible and the exemption does not adversely affect the public, provided such exemption is approved by the Department of Health pursuant to F.S. § 381.00655(2)(b) and in accordance with law. However, the utilities director shall not exempt any property owner that is required by the city council to connect to the city's sewer system pursuant to section 22-5.2 of the Code. The utilities director's determination of nonfeasibility shall be in writing and shall may be based upon financial considerations, physical location (within the designated basin area), environmental impact, or physical obstructions which restrict connection to the city's sewer system. All requests for an exemption shall be submitted in writing to the utilities director within thirty (30) days of the date of notice of availability and shall contain the name of the property owner, the address and legal description of the property, the present use of the property, any proposed use for the property, and the justification for the requested exemption which may require certification by a licensed engineer. The utilities director shall review the request and shall grant or deny the request in writing, citing the specific reasons for the denial thereof within three hundred sixty-five (365) days following receipt of the completed application for an exemption. Failure to make the determination within the time period shall constitute a denial of the request. All denials of a request for exemption are subject to an administrative review by the city council provided the owner of the property requests said review in writing within fifteen (15) days of the denial. Failure to timely file a written request for review shall constitute a waiver of the property owner's right to have the request further reviewed.

(f) Upon written notice by the city that the city's sewer system is available as provided by law, the owner of a properly functioning onsite sewerage treatment and disposal system must connect the system or the building's plumbing to the city sewer system within three hundred sixty-five (365) days as required by F.S. § 381.00655, as may be amended from time to time.

(g) Where the city's sewer system is not available under the provisions of this section, the property owner shall connect to an onsite sewage treatment and disposal system that complies with the provisions of applicable law.

(h) In the event an owner fails or refuses to timely connect to the city's sewer system as provided under this section, the city may seek and employ any legally available remedy including, but not limited to, equitable remedies such as injunctive relief and use of the code enforcement provisions of F.S. ch. 162, to cause the required connection to the city's sewer system. Further, any owner who is required and fails to comply with this section concerning mandatory connections within the prescribed time period after notification of availability shall be required to pay the monthly base rate for sewer service whether connected to the city sewer system or not. Such charge of the monthly base rate for sewer service is a readiness to serve charge.

(i) In the event the city is required to seek legal action to compel connection to the city's sewer system, all costs of such action incurred by the city, including attorney's fees and court costs, shall be assessed to the owner.

(j) For purposes of this section, the definitions contained in F.S. § 381.0065(2), as may be amended from time to time, shall apply unless the context of the word clearly indicates otherwise or unless the definition is modified hereunder by imposing a more stringent requirement.

(k) All new residential subdivisions with more than fifty (50) lots shall be required to connect to the city's sewerage system regardless of the distance to the existing sewerage system.

(l) ~~Notwithstanding any provision in this section to the contrary,~~ Existing residential houses, buildings or properties with existing properly functioning septic tanks or other existing properly functioning onsite sewerage treatment or disposal systems shall not be required to connect to or use the city's sewer system. However, if the septic tank or other onsite sewage treatment or disposal system fails and must be substantially replaced such as replacing the septic tank itself, installing a new drain field, reconfiguring the layout or capacity of the system, changing the type of system, and other similar kind of work requiring approval by a regulatory agency, then such existing residential house, building, or property must connect to or use the city's sewer system if the house, building, or property is situated within the city or outside the city and within the city's sewer service area pursuant to ch. 57-1232, Laws of Florida, and abutting on any easement, street, alley or right-of-way in which there is now located or may in the future be located an available public sanitary sewer of the city. The connection is hereby required at the owner's expense in accordance with the provisions of this Code, the Florida Statutes and the rules and regulations of the State Department of Health. Connection to such facilities shall occur at the time the septic tank or other onsite sewerage treatment or disposal system is discontinued or as otherwise provided by law. For purposes of this subparagraph, the term "existing" shall refer to septic tanks and other onsite sewage treatment and disposal systems that existed prior to September 26, 2006.

(m) Notwithstanding any provision in this section to the contrary, the city council shall be authorized to require an existing residential house, building or property to discontinue and remove an existing properly functioning or failing septic tank or other existing functioning or failing onsite sewerage treatment or disposal system and connect to the city's sewer system in conjunction with a city sewer line expansion project pursuant to the requirements set forth in section 22-5.2 of the city code.

~~(nn)~~ Nothing herein shall be construed as prohibiting any state or federal agency from requiring a property owner to connect to the city's sewer system, provided the city's utilities director determines that the city's sewer system has the capacity to collect and treat the sewage generated from the subject property.

Section 3. New Sec. 22-5.2 Code Amendment. Section 22-5.2 of the Code of Ordinances of the City of Cocoa, Florida, is hereby created as follows: (underlined type indicates additions)

Section 22-5.2 City sewer line expansion projects – Septic to sewer conversion required.

(a) The City Council is hereby authorized to plan, approve, and implement sewer line expansion projects within the City's boundaries and its designated sewer service area as necessary to protect public health, safety, and the environment. Environmental protection shall include, but not be limited to, protecting surface water bodies such as the Indian River Lagoon and other surface water bodies. The City Council shall have the sole discretion to determine the timing, scope, and location of such projects based on financial and practical feasibility, environmental impact, and public need.

(b) Upon completion of a sewer line expansion project, all properties that are within the area served by the newly installed sewer infrastructure and that are not currently connected to the city's sewer system shall be required to connect to the system within the time period prescribed by the City Council. Written notice shall be provided by the city to affected property owners that the city's sewer system is available as provided by law, and the notice shall provide that the owner of a properly functioning or failing septic tank or other existing onsite sewerage treatment or disposal system must connect the system or the building's plumbing to the city sewer system as required by F.S. § 381.00655, as may be amended from time to time.

(c) Affected property owners shall make the connection to the city's sewer system and discontinue and remove any onsite septic tank or other existing onsite sewerage treatment or disposal system on the property at their own expense.

(d) The City Council shall establish by resolution the timing, scope, and location of a sewer line expansion project under this section and deadline for property owners to complete the connection, which shall be reasonable and take into consideration the complexity of required modifications to connect to the city's sewer system. The resolution may state other terms and conditions related to the project and the connection to the city's sewer system as deemed necessary by the City Council for the project.

(e) If a property owner fails or refuses to connect to the City's sewer system within the prescribed timeframe, the City may pursue any legally available remedy to enforce compliance. These remedies include, but are not limited to, equitable relief such as injunctive relief and enforcement actions under the provisions of F.S. Chapter 162. Further, any property owner who is required and fails to comply with this section concerning mandatory connections within the prescribed time period after notification of availability shall be required to pay the monthly base rate for sewer service whether connected to the city sewer system or not. Such charge of the monthly base rate for sewer service is a readiness to serve charge. Additionally, if the owner's failure or refusal to connect results in a reduction of grant funds that would have otherwise offset a portion of the City's sewer line expansion costs, and the project was completed, the amount of the reduced grant funds may be assessed against the owner pursuant to subsection (f).

(f) The City reserves the right to assess all or a portion of the city costs associated with the sewer line expansion project, including but not limited to infrastructure installation, connection fees, and related labor, engineering, financing, and material costs, to affected property owners

benefiting from the project. The City Council may establish an assessment methodology and payment structure, which may include lump-sum payments, installment plans, or other financing options deemed appropriate. In determining the assessment amount for property owners, the City Council shall consider any federal, state, or local grant funds awarded for the sewer line expansion project. The assessment methodology shall be adjusted accordingly to ensure grant funding is applied equitably to reduce financial burdens on affected property owners while maintaining the financial sustainability of the City's sewer infrastructure and water and sewer enterprise fund. Any unpaid assessments or fees shall constitute a lien against the property and may be collected in the manner prescribed for special assessments or other municipal charges including through the use of the state uniform method for the levy, collection, and enforcement of non-ad valorem assessments.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. Incorporation Into Code. This Ordinance shall be incorporated into the City Code of the City of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2025.

MICHAEL C. BLAKE
Mayor

ATTEST:

MONICA ARSENAULT
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

CITY COUNCIL AGENDA ITEM

Memo Date: April 22, 2025
Agenda Date: May 13, 2025
File ID: 2025-378
Prepared By: Breanna Earley, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action: Consider the Reappointment of Dan Quattrocchi and Pamela Shaia to the Board of Adjustment through May 2028.

BACKGROUND:

Mr. Dan Quattrocchi, who is currently fulfilling one of the three non-resident seats on the Board of Adjustment, is set to expire on May 31, 2025. He has served on the Board of Adjustment since December 11, 2019, where he fulfilled a seat vacated by Mr. Matthew Ford. He was reappointed in May 2022. Mr. Quattrocchi has indicated an interest in being reappointed for a three-year term. He currently meets all requirements for serving on a City Board.

Ms. Pam Shaia, who is currently fulfilling two of the three non-resident seats on the Board of Adjustment, is set to expire on May 31, 2025. She has served on the Board of Adjustment since July 2019, where she fulfilled a vacancy. She was reappointed in May 2022. Ms. Shaia has indicated an interest in being reappointed for a three-year term. She currently meets all requirements for serving on a City Board.

This vacancy was posted to the public in accordance with the City's policy regarding Board appointments and vacancies.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the Reappointment of Dan Quattrocchi and Pamela Shaia to the Board of Adjustment through May 2028.

CITY OF COCOA BOARD AND COMMITTEE MEMBER LIST

Board of Adjustment		Meets Third Wednesday of Every Month @ 6pm		Expirations in May
MEMBER	ADDRESS	PHONE	APPOINTED	EXPIRES
Robert Dyar (3/3 of Non-Resident seats)	3513 Indian River Dr. Cocoa, FL 32926 bobbydyar@gmail.com	321-258-8284	05/2021 Appointed	2027
Dan Quattrocchi (1/3 of the Non-Resident seats)	3056 Skyline Drive Cocoa, FL 32922 danq@quattrocchirealestate.com	321-720-1822 hm 321-452-8668 wk 321-720-1822 cell	05/2022 Reappointed 12/11/19 appointed (fulfilled seat vacated by Mr. Matthew Ford, who did not renew)	2025
Pam Shaia <i>Chairperson (as of 11/2023)</i> (2/3 of the Non-Resident seats)	308 Brevard Avenue Cocoa, FL 32922 pshaia@cfl.rr.com Sheltiel@tailsatthebarkery.com	256-656-3249 cell 321-305-4584 Wk	05/2022 Reappointed 07/19 appointed (fulfilled Jolley vacancy)	2025
Patricia Weeks <i>Vice Chairperson as of 11/2023</i> VACANCY	1351 Tarton Way Cocoa, FL 32926 Patriciaweeks@bellsouth.net	321-759-8563 hm, wk, cell	05/2021 Reappointed 01/2021 appointed to fulfill reg. term of Dyal 12/11/19 appointed as 1 st alt.	2027
Robert Butler	4992 Talbot Blvd. Cocoa FL, 32926 Rbut4992@gmail.com	407-791-3550	01/2024 appointed	2027
Jose Pacheco	2515 Suwannee Dr., Cocoa, FL 32926 pjosewol@gmail.com	407-860-3007	02/2025 Appointed	2027
Kaitlyn Aliano VACANCY	12 Sunrise St. Cocoa, FL 32922 Kaitlyn.weisberg@gmail.com	321-432-8117	01/2021 Appointed	2027
VACANCY 2 nd Alternate Jenny Swisher	195 Sorrento Drive Cocoa, FL 32922 Gbsemail1@gmail.com	406-581-1162	01/2022 appointed	No expiration
VACANCY 1 st Alternate Randal Hiester	5292 Talbot Blvd. Cocoa, FL 32926 Rjhbjh2017@yahoo.com	321-501-6369 hm/cell	02/2020 Appointed	No expiration
LIAISON	Deputy Mayor Weeks	321-474-4924	Updated 12/23	
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Lori Chabot	433-8491	Updated 10/23	



Office of the City Clerk
65 Stone Street | Cocoa, FL 32922
Phone: (321) 433-8488 | Fax: (321) 433-8455

May 2, 2025

Mr. Dan Quattrocchi
3056 Skyline Drive
Cocoa, FL 32922

Dear Mr. Quattrocchi:

Your term of office on the Board of Adjustment will expire on May 31, 2025. I plan to place this item on the May 13, 2025, City Council meeting agenda.

Please indicate on the attached reappointment form whether you would like to serve again for another three-year term. If you do seek reappointment, I would appreciate it if you could complete the enclosed form and return it to me.

Thank you for your attention to this matter. If you have any questions, please contact me.

Sincerely,

Monica Arsenault, CMC
City Clerk

Enclosures: as stated

In response to inquiry by the Office of the City Clerk, I, Dan Quattrocchi

2 seek reappointment

_____ do not seek reappointment

as a member of the Board of Adjustment for the City of Cocoa for a three-year term.

Sincerely,



Dan Quattrocchi

Additional Comments:

THANK YOU

Return to: Office of the City Clerk
 City of Cocoa
 65 Stone Street
 Cocoa, FL 32922



Office of the City Clerk
65 Stone Street | Cocoa, FL 32922
Phone: (321) 433-8488 | Fax: (321) 433-8455

May 2, 2025

Ms. Pamela Shaia
308 Brevard Avenue
Cocoa, FL 32922

Dear Ms. Shaia:

Your term of office on the Board of Adjustment will expire on May 31, 2025. I plan to place this item on the May 13, 2025 City Council meeting agenda.

Please indicate on the attached reappointment form whether you would like to serve again for another three-year term. If you do seek reappointment, I would appreciate it if you could complete the enclosed form and return it to me.

Thank you for your attention to this matter. If you have any questions, please contact me.

Sincerely,

Monica Arsenault, CMC
City Clerk

Enclosures: as stated

In response to inquiry by the Office of the City Clerk, I, Pamela Shaia

☒

seek reappointment

☐

do not seek reappointment

as a member of the Board of Adjustment for the City of Cocoa for a three-year term.

Sincerely,


Pamela Shaia

Additional Comments:

It is an honor and privilege to serve the City of Cocoa -

Return to:

Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

CITY COUNCIL AGENDA ITEM

Memo Date: April 29, 2025
Agenda Date: May 13, 2025
File ID: 2025-412
Prepared By: Breanna Earley, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action: Consider the Appointment of Jennifer Moton, to Fill one of the four Vacancies on the Board of Adjustment.

BACKGROUND:

Ms. Moton wants to be involved in the community and would like to be part of Brevard's growth and development. She meets all criteria for serving on a City board.

The Board of Adjustment currently has four vacancies. There are two regular member vacancies and two alternate member positions available. If Council desires to fill one of the regular member vacancies, then Ms. Moton would be fulfilling an unexpired term of a previous board member and filling the two of three non-resident seats through May 2027.

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

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

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the Appointment of Jennifer Moton, to Fill one of the four Vacancies on the Board of Adjustment.

Application for Board/Committee Membership

04/18/2025 3:01 PM (EDT)

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.

Application Date	04/18/2025
First Name	Jennifer
Last Name	Moton
Street Address	4485
City	Cocoa
State	FL
Zip Code	32926
Cocoa City Council District that you live in:	District 2
Primary Phone Number	3212132112
Place of Business	910 Bristol Drive, Cocoa 32922
Title/Position Held	Teacher
Email Address	jcolettem@gmail.com
Board or Commission of first choice:	Board of Adjustment
Board or Commission of second choice:	Code Enforcement/Drug Related Public Nuisance Board
Board or Commission of third choice:	Redevelopment Agency (Diamond Square)

Board of Adjustment

Term: 3 years.
Members: 7 members; 2 alternate members.
Duties: To hear and decide appeals where it is alleged there is error in any final administrative decision. To hear, review, and decide on granting special exceptions, variances and waivers. They are a quasi-judicial board whose decisions have an impact on a limited number of property owners and are “contingent on facts adduced at a hearing and where the decision can be functionally viewed as policy application rather than policy setting.” (Board of County Com’rs of Brevard County. Snyder, 627 So.2d 469 [1993])

Additionally, the Board of Adjustment affords procedural due process; observes essential requirements of law; and makes decisions based on competent and substantial evidence.

Meetings: Third Wednesday of each month at 6:00 pm in the City Council Chambers.

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.

Code Enforcement/Drug Related Public Nuisance Board

Term: 3 years.

Members: 7 members; 2 alternate members, including an architect, a businessman, an engineer, a general contractor, a subcontractor, and a realtor.

Duties: To hear and decide alleged violations of certain codes of the City, and to hear drug related nuisance cases.

Meetings: Third Thursday of each month at 6:00 pm in the City Council Chambers.

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.

Redevelopment Agency -Diamond Square

Term: 4 years.

Members: 7 members appointed by City Council.

Duties: To disseminate slum clearance and community redevelopment information; To conduct plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements; To conduct appraisals, title searches, surveys, studies, and other plans and work necessary to prepare for the undertaking of community redevelopment projects and related activities; To plan for the enforcement of state and local laws, codes and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements; To develop, test, and report methods and techniques, and carry out demonstrations and other activities for the prevention and the elimination of slums and other blight and developing and demonstrating new or improved means of providing housing for families and persons of low income; To apply for, accept, and utilize grants or funds from the federal government for such purposes.

***Must reside in the area of the CRA or be engaged in business in the area of the CRA (Per Florida Statute 163.356(3)(b)).**

Meetings: Third Monday of each month at 6:00 pm in the City Council Chambers.

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.

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Please list address(s)	910 Bristol Drive Cocoa, FL 32922
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?	No
Do you consent to a standard criminal background check?	Yes
Do you currently serve on any other City of Cocoa Board?	No
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa?	No

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.	As a resident of Brevard I want to be a part of its growth and development.
Race	African-American
Gender	Female

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following:	- 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. - I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. - I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. - 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)
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http://www.flsenate.gov/Statutes	
Applicant Signature	
Signature Date	04/18/2025

CITY OF COCOA BOARD AND COMMITTEE MEMBER LIST

Board of Adjustment		Meets Third Wednesday of Every Month @ 6pm		Expirations in May
MEMBER	ADDRESS	PHONE	APPOINTED	EXPIRES
Robert Dyar (3/3 of Non-Resident seats)	3513 Indian River Dr. Cocoa, FL 32926 bobbydyar@gmail.com	321-258-8284	05/2021 Appointed	2027
Dan Quattrocchi (1/3 of the Non-Resident seats)	3056 Skyline Drive Cocoa, FL 32922 danq@quattrocchirealestate.com	321-720-1822 hm 321-452-8668 wk 321-720-1822 cell	05/2022 Reappointed 12/11/19 appointed (fulfilled seat vacated by Mr. Matthew Ford, who did not renew)	2025
Pam Shaia <i>Chairperson (as of 11/2023)</i> (2/3 of the Non-Resident seats)	308 Brevard Avenue Cocoa, FL 32922 pshaia@cfl.rr.com Sheltiel@tailsatthebarkery.com	256-656-3249 cell 321-305-4584 Wk	05/2022 Reappointed 07/19 appointed (fulfilled Jolley vacancy)	2025
Patricia Weeks <i>Vice Chairperson as of 11/2023</i> VACANCY	1351 Tarton Way Cocoa, FL 32926 Patriciaweeks@bellsouth.net	321-759-8563 hm, wk, cell	05/2021 Reappointed 01/2021 appointed to fulfill reg. term of Dyal 12/11/19 appointed as 1 st alt.	2027
Robert Butler	4992 Talbot Blvd. Cocoa FL, 32926 Rbut4992@gmail.com	407-791-3550	01/2024 appointed	2027
Jose Pacheco	2515 Suwannee Dr., Cocoa, FL 32926 pjosewol@gmail.com	407-860-3007	02/2025 Appointed	2027
Kaitlyn Aliano VACANCY	12 Sunrise St. Cocoa, FL 32922 Kaitlyn.weisberg@gmail.com	321-432-8117	01/2021 Appointed	2027
VACANCY 2 nd Alternate Jenny Swisher	195 Sorrento Drive Cocoa, FL 32922 Gbsemail1@gmail.com	406-581-1162	01/2022 appointed	No expiration
VACANCY 1 st Alternate Randal Hiester	5292 Talbot Blvd. Cocoa, FL 32926 Rjhbjh2017@yahoo.com	321-501-6369 hm/cell	02/2020 Appointed	No expiration
LIAISON	Deputy Mayor Weeks	321-474-4924	Updated 12/23	
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Lori Chabot	433-8491	Updated 10/23	

CITY COUNCIL AGENDA ITEM

Memo Date: April 29, 2025
Agenda Date: May 13, 2025
File ID: 2025-413
Prepared By: Breanna Earley, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action: Consider the Appointment of Jody Hatcher to fill an Alternate Member Vacancy on the Code Enforcement Board.

BACKGROUND:

Ms. Hatcher, after graduating from Citizen's Academy, would like to be more involved in the community. She previously served on the Surfrider Foundation of Cocoa Beach from 2010-2012 as a volunteer coordinator. Ms. Hatcher also volunteers at the Surfside Playhouse. She meets all the criteria for serving on a City board.

The Code Enforcement Board currently has one Alternate Member vacancy.

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 Jody Hatcher to fill an Alternate Member Vacancy on the Code Enforcement Board.

Application for Board/Committee Membership

04/22/2025 10:41 AM (EDT)

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.

Application Date	04/22/2025
First Name	Jody
Last Name	Hatcher
Street Address	1321 Audubon Dr
City	Cocoa
State	FL
Zip Code	32922
Cocoa City Council District that you live in:	District 2
Primary Phone Number	3218485327
Alternate Phone Number	3218485327
Place of Business	Chrome Electric LLC
Title/Position Held	Bookkeeper
Email Address	jodyhatcher@hotmail.com
Board or Commission of first choice:	Code Enforcement/Drug Related Public Nuisance Board
Board or Commission of second choice:	Board of Adjustment
Board or Commission of third choice:	Pension Board - Fire

Board of Adjustment

Term: 3 years.
Members: 7 members; 2 alternate members.
Duties: To hear and decide appeals where it is alleged there is error in any final administrative decision. To hear, review, and decide on granting special exceptions, variances and waivers. They are a quasi-judicial board whose decisions have an impact on a limited number of property owners and are “contingent on facts adduced at a hearing and where the decision can be functionally viewed as policy application rather than policy setting.” (Board of County Com’rs of Brevard County. Snyder, 627 So.2d 469 [1993])

Additionally, the Board of Adjustment affords procedural due process; observes essential requirements of law; and makes decisions based on competent and substantial evidence.

Meetings: Third Wednesday of each month at 6:00 pm in the City Council Chambers.

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.

Code Enforcement/Drug Related Public Nuisance Board

Term: 3 years.

Members: 7 members; 2 alternate members, including an architect, a businessman, an engineer, a general contractor, a subcontractor, and a realtor.

Duties: To hear and decide alleged violations of certain codes of the City, and to hear drug related nuisance cases.

Meetings: Third Thursday of each month at 6:00 pm in the City Council Chambers.

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.

Pension Board - Fire

Term: 2 years.

Members: 3 citizens appointed and 2 city employees.

Duties: To administer and advise the City on the firefighters' retirement system

Meetings: Quarterly or as necessary.

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.

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Please list address(s)	1321 Audubon Dr, Cocoa
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?	No
Do you consent to a standard criminal background check?	Yes
Do you currently serve on any other City of Cocoa Board?	No

Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa?	No

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 no experience with city boards or committees. However I am "graduating" from the Citizens Academy tonight. And I'd like to give back to my community in some small way. Previously I have served on the Surfrider Foundation Cocoa Beach board as their Volunteer Coordinator (2010-2012). I also volunteer my time at Surfside Playhouse. I am ready willing and able to learn.
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Upload Resume (optional)	 JH Resume 06-2024.pdf
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Race	• Caucasian
Gender	Female

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following:	• 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. • I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. • I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. • 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)
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<http://www.flsenate.gov/Statutes>

Applicant Signature	
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Signature Date	04/22/2025
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Code Enforcement Board		Meets Third Thursday Every Month @ 6pm		Expirations in June	
(The Drug Nuisance Advisory Board is Comprised Of Members of the Code Enforcement Board, and Meets as Needed)					
MEMBER	ADDRESS	PHONE	APPOINTED	EXPIRES	
Michael Simpson	12 N. Fiske Blvd. Cocoa, FL 32922 Mikesimps67@yahoo.com	813-494-2671	07/26/2022 Appointed to Regular position 05/24/2022 Appointed as Alternate	2025	
Sharri Scott (Fulfilling term of Virginia Weaver)	213 Bedford Place Cocoa, FL 32922 sharripscott@gmail.com	843-957-4283 hm & cell 407-647-2622 wk	07/24 Reappointed 06/21 Reappointed 01/2021 appointed	2027	
George Brown, Jr.	555 W. King Street, 32922-7421	632-6563	05/23 Reappointed 06/20 Reappointed 07/17 Reappointed 05/14 Reappointed 05/11 Reappointed 6/08 reappt. 4/05 Reappointed 1983 Appointed	2026	
Lloyd Roberts Chairperson	1131 Grove Avenue Cocoa, FL 32922 Roberts.lloyd2@gmail.com	321-684-8449	07/24 Reappointed 06/21 Reappointed 07/19 Appointed (Filling unexpired term of Cicerrella)	2027	
Dik Muller	307 Bellaire Dr. Cocoa, FL 32922 info@dixdesigngroup.com	312-343-0104	07/24 Appointed as Regular member 11/2023 Appointed as Alternate	2027	
Melissa Acosta-Bonilla (fulfilling term of Verna Hughes)	821 Peachtree St. A-10 Cocoa, FL 32922 semperfiparalegal@gmail.com	321-265-2532	03/2024 Appointed as Regular Member 11/2023 Appointed as 1 st Alternate	2027	
Josue Otero (Fulfilled the unexpired term of David Lightholder)	2603 N. Indian River Dr. Cocoa, FL 32922 Oteroj23@yahoo.com	305-434-5606	11/2023 Appointed	2027	
Gloria Weatherspoon 1 st Alternate	354 Laredo Dr., #206 Cocoa, FL 32926 Gloria.L.weatherspoon@gmail.com	321-294-3041	07/24 Appointed	No expiration	
2 nd Alternate VACANCY				No expiration	
LIAISON	Deputy Mayor Weeks	321-474-4924	Updated 10/2024		
Counsel: Kristin Eick	Brown, Garganese, Weiss & D’Agresta				
RECORDING SECRETARY	Darla Crowl	433-8508			

CITY COUNCIL AGENDA ITEM

Memo Date: April 30, 2025
Agenda Date: May 13, 2025
File ID: 2025-421
Prepared By: Samantha Senger, Communications & Economic Development Manager
Through: Stockton Whitten, City Manager
Requested Action: Consideration of a \$7,500 Cocoa forgivable loan with Ottomatic Threads according to the Procedures, Policies, and Conditions of the Upstart Cocoa Minority Small Business Program.

BACKGROUND:

In June of 2024, the UpStart Review Committee met to discuss submitted applications for the City of Cocoa and Diamond Square UpStart forgivable loan program. At this time, Alisa Otto was approved to move forward in the process as a recipient of the Diamond Square funds. The first step in the UpStart process requires the awarded applicant to complete the weVENTURE Ignite 360 Business Education and Mentorship program. While going through this program, Ms. Otto searched for an available location in the Diamond Square community for her business and was not able to secure a location that fit her needs and budget. She requested to move to a Cocoa award. The UpStart Review Committee then met again in October of 2025 and granted the switch to the Cocoa grant.

Ms. Otto completed her weVENTURE program with glowing reviews and worked to complete a request for the remaining funds (\$7,500.00) as part of the forgivable loan program. In April of 2025, the UpStart Review Committee met and reviewed Ms. Otto's request for the remainder of the loan funds. The request is below:

Total amount available: \$7500		
Item	Price	Percentage of available funds
Rent x3 months (@\$797.50)	2392.5	32.00%
Marketing (photography, catalogue, SEO)	1500	20.00%
Coverstitch machine	1900	25.30%
Fabric	1307.5	17.40%

Movers (machines, cutting table)	400	5.30%
Total price	7500	100.00%

Recommendation from the UpStart Committee to City Council is based on the following criteria: estimated cost of the proposed eligible expenses (listed above), strength of the business plan (attached to this agenda item), evaluation of applicant performance in the weVENTURE program, potential economic and fiscal impact of the proposed business on the City of Cocoa, location of the proposed business (Cocoa Village), and external funding available to the applicant.

Ms. Otto plans to provide the following for her community enrichment component to the program where applicants are required to give back to the community in some way prior to the end of their loan agreement with the City of Cocoa:

- Free summer sewing workshop to Cocoa kids each summer
- Teach a class to an elementary school in the fall

The template agreement has been attached. This agreement will need to be executed with Alisa Otto. To expedite the loan process, staff is requesting the authorization of the City Manager to negotiate and execute the loan agreement consistent with the attached Exhibit.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

Account Number 001-1905-559.83-11 Amount \$7,500

PREVIOUS ACTION:

The Upstart Review Committee has met on several occasions to review this applicant including:

- June 2024: Original acceptance into the program
- October 2024: Move to Cocoa grant

- April 2025: Approve funding plan to be presented for approval to City Council

RECOMMENDED MOTION:

Consideration of a \$7,500 Cocoa forgivable loan with Ottomatic Threads according to the Procedures, Policies, and Conditions of the Upstart Cocoa Minority Small Business Program.

Print

Upstart Cocoa Small Business Program Application - Submission #16192

Date Submitted: 3/26/2024

UpStart Cocoa Small Business Program Application

Applications are open until all awards are given out each fiscal year.

Certifications

Minority Ownership Requirement*



I certify that:

The business that this application pertains to is a Minority-Owned Business, which means:

1. Any small business which is organized to engage in commercial transactions and which is
2. At least 51% owned by minority persons. Persons of minority include African Americans, Hispanic Americans, Asian Americans, Native Americans, and American women.

Employee Count & Timeframe Restriction*



I certify that:

The business that this application pertains to has 10 employees or fewer, and is either

1. A start-up business (3 years or less)
2. A recently-opened business (open in the City of Cocoa for 3 years or less at the time of application submission)
3. A business looking to relocate into the City of Cocoa.

Food & Beverage Requirement*



I certify that:

If the business that this application pertains to is an eating and drinking establishment, the business derives or commits to derive at least 51% of its gross revenue from the sale of food and/or non-alcoholic drink for consumption on the premises, whether or not the food is cooked on the premises.

If the business is not an eating and drinking establishment, you may certify this requirement.

Mobile Vending Requirement*



I certify that:

If the business that this application pertains to utilizes a mobile vending model, it will need to commit to required hours/percentage of sales/other in the City of Cocoa area.

If the business does not use a mobile vending model, you may certify this requirement.

Business Type Restriction*



I certify that:

The business that this application pertains to is not one of the following types of providers:

social service providers, non-profit agencies, gun shops, agricultural services, liquor stores, medical marijuana and CBD shops, shops that sell drug paraphernalia, pawn shops, bail bond services, tattoo/body piercing parlors, check cashing facilities, adult entertainment facilities, thrift shops, nightclubs and bars, and any business or service deemed illegal.

Past Funding Restriction*



I certify that:

The business that this application pertains to has not received funding from the Upstart Cocoa Program, or other business assistance funding from the CRA or the City of Cocoa, within the last three years from the date of the current submittal, except for façade improvement programs.

Start-Up Investment Requirement*



I certify that:

The minority stakeholder(s) will be required to invest 10% of the business's startup costs from non-UpStart Cocoa Program funding sources.

Small Business Education Requirement*



I certify that:

All applicants are willing to participate in and complete a required business education and mentorship program offered by the City of Cocoa's selected education partner.

Currently the City of Cocoa partners with the [weVENTURE program](#). By submitting this application, the owners and partners agree to commit themselves to fully completing the entire 24-week IGNITE 360 business education and mentorship program. If the IGNITE 360 program is not satisfactorily completed, you may be required to reimburse the City of Cocoa the cost of the program.

Policies, Procedures, & Conditions Certification

PP&C Certification*

This document must be read, and agreed to in its entirety, prior to submitting the application.

[Policies, Procedures and Conditions](#)



I certify that I have read, and agree with the Polices, procedures and conditions

Applicant Information

First Name*

Alisa

Last Name*

Otto

Personal Address***City*****State*****Zip Code*****Phone Number*****Email Address***

Business Information**Business Name***

This is either the name that is planned to be given to the business or if the business is already registered, the name that is on the IRS and SunBiz registration.

Business Address*

Please list the address of the location that your business is already, or slated to, open and operate at.

If you are still looking for an suitable location, please specify which addresses you are considering, and specify if you are looking to rent, lease, or purchase.

If you do not have a location in mind, explain where in the City you're interested in operating in. Please verify if your location(s) is/are within City limits, [by searching for the relevant addresses on our City Map](#). If none of these locations are within City limits, your application will not be considered.

Are you interested in having a location in Diamond Square?*

☐

No, I am not interested.

☐

Yes, but I haven't begun looking for a location there yet.

☒

Yes, but I am also considering locations in Cocoa in general.

☐

Yes, I'm intending on opening my business there.

☐

I already operate out of Diamond Square.

Please be aware that there will be separate selections for the City as a whole and business within the [Diamond Square CRA's boundaries](#). Click on the map to see the boundaries of the Diamond Square CRA district.

Primary Contact*

Alisa Otto

Phone Number*

940-284-1120

Name of person(s) authorized to sign legal documents.*

Alisa Otto

Desired opening date of business, or date business opened in the City of Cocoa.*

8/1/2024

Website and/or Social Media Handles for the business

www.ottomaticthreads.com, www.instagram.com/ottomaticthreads/

Evaluation Criteria

Please elaborate on how the business qualifies for this loan. Please be specific.*

Ottomatic Threads is 100% women owned and operated. I am the sole full time employee currently and with this grant, I hope to open a location where I can hire local women. Since the business is apparel design and production along with sales, there are a variety of opportunities where we can help support minority communities.

Please discuss the minority status of the owners and key partners, detailing the ownership structure and how many employees the business has.

Please explain your company's key activities.*

Ottomatic Threads is a sustainable, size-inclusive womens outdoor apparel company. I created a microfactory for Ottomatic Threads in 2020, when I lived in Texas. Here, I produced all the apparel for my brand, held sewing workshops for the community, and ran a small retail section. I closed the location when my family relocated to Florida, and I would like to open a new one here in Cocoa, where I feel like the community would benefit from an organization like this. Within the location, I plan on hiring local women who may not have formal education with apparel production to help them develop a skill that will help them support their families. I have a background as an apparel design professor and have taught dozens of people with no sewing experience how to sew on industrial machines, so I am confident of my abilities to make this happen in Cocoa. In addition to everyday production, there will be workshops for the community to learn about apparel production, sustainability, and other avenues in which they can create an income. There will be opportunities for other apparel brands to work with us on small batch apparel, and I hope to highlight other apparel designers in the area through pop up shops and other community events.

Key activities are the most important actions that a company must take to operate successfully and earn revenue.

For example: "Mark and Mindy Cleaning Inc. offers cleaning services to residential communities."

Please explain what your value proposition is for your business.*

Ottomatic Threads is unique in that it holds all aspects of apparel design, production, and sales under one roof. People can come shop and see small batch apparel being made, creating a deeper connection between the consumer and sewist, which also helps customers justify making higher priced purchases. These higher priced purchases will allow us to give directly back to the community in which we are located.

The Value Proposition for any business is a bundle or aggregation of benefits that a company offers customers. The value proposition is often described as the customer's "why." What makes your business unique? Why would they choose your business over a competing one?

Please outline your customer segments, explaining specifically who the business is going to serve.*

The end consumer of Ottomatic Threads apparel are women ages 28-54 who are middle to upper middle class who participate in casual outdoor recreation. Since the business started online then opened a location in Texas, there are many customers who are out of state. This not only allows greater reach for end product, but it also offers an opportunity for area tourists to visit our location.

Customer segmentation is the process by which businesses categorize their customers based on common characteristics - such as demographics or behaviors. This allows a business to target certain types of customers more effectively.

Customers comprise the heart of any business. Without (profitable) customers, no company can survive for long. A business must make a conscious decision about which segments to serve.

What are the business's primary challenges? (Name and explain at least 3)*

Funding is the primary challenge at the moment. Closing our location in Texas and moving to Florida has caused us to take on less outside production projects, which help support our efforts during slow seasons. The second challenge is not knowing about all the resources available to local business owners. While I am getting involved with WeVenture, I admittedly do not know all the resources I have access to. My final challenge is marketing. Since I do not have a physical location, it makes it difficult to continue our marketing efforts which have historically been successful when showing behind the scenes of the production process.

What experience do the owners and/or partners have that will benefit the business's success?*

I have extensive experience in the apparel design industry (20+ years) in all areas from design to production to retail to wholesale distribution. I have run my own microfactory in the past and I am confident we will be even more successful in Cocoa.

How much revenue is anticipated to be required in order for the business to break even each month?*

For the business to break even each month, I expect \$10,000 in revenue will be needed.

How is the business planning to complete the Community Enrichment Element?*

There are a variety of ways in which we can complete the Community Enrichment Element of the program, however, I think the most beneficial will be working with local schools. We will be able to host workshops, field trips, and seminars on sustainable apparel production. This can help all levels of schools in a variety of ways: Elementary ages- this is a great age to introduce sustainability concepts through art projects, which we could host. Middle school- At this age, we often have kids start to approach us about sewing lessons. This age is really interested about the complexities of creating clothing and how it helps them shape their self expressions. High school- high schoolers can learn more about all the different careers within the apparel, retail, and production industries through this business model. We can offer internships, workshops, and projects through specific classes (art, business, apparel design, etc.).

More about [Community Enrichment](#).

Budget*

Upstart Cocoa Forgivable Loan Budget Template (XLSX).numbers

The **Budget** is a layout of how you will spend the Forgivable Loan, which will include the \$2,500 to be spent on the weVENTURE program. Please refer to the Program Policies, Procedures, and Conditions for the list of eligible expenses. Upon completing the weVENTURE program, your Budget will be revisited and revised as needed with your newfound knowledge about business management and what you will most need for your pitch.

If you are unfamiliar with how to create and fill out a budget, feel free to utilize our template:

[Budget Template \(XLSX\)](#)

Business Plan

No file chosen

While the presentation, scope, and level of detail can vary, we expect a **Business Plan** to consist of a description and layout of what you expect to do (or are already doing) with your business. As part of the weVENTURE program, you will learn how to develop a Business Plan, or if you already have one, improve upon it.

If you have already a Business Plan, feel free to include it as part of your application. If you do not, no need to include as part of the application.

Intent to Lease or Mortgage Showing Ownership

No file chosen

The **Intent to lease or Mortgage showing ownership** is a broad requirement. As for "intent to lease", that can include materials between you and the individual and entity you are looking to lease or rent from, which can include, but is not limited to, correspondence showing your interest, negotiations, intent to sign formal agreements, the agreement itself, and invoices or receipts of lease/rent payments that include your information. "Mortgage showing ownership" includes mortgage documentation of any sort, such as agreements or payments that show your information.

If the business is currently looking into a site and has begun negotiations, or already owns or rents a location in the City, please include any pertinent documentation.

Drawings / Plans

No file chosen

Drawings/Plans include any materials that pertain to what you are planning on doing with the space. Specifically, this means charts, drawings, or technical schematics of the business space you're looking to get, make, renovate, or innovate.

These materials are optional to include.

Any Additional Documents

No file chosen

Important Note

Financial statements will be requested separately for applicants who are selected to move on to the review portion of the process.

Do not include them as part of this application.

Business References

Must list three Professional References

Name*

Jess Rice

Company

WildHerNess

Address

City

State

Zip Code

Phone Number*

(405) 535-6535

E-mail Address

jess.wildherness@gmail.com

Name*

Ivonne Resendiz

Company

Address

City

State

Zip Code

Phone Number*

(817) 404-6675

E-mail Address

Name*

Barbara Trippeer

Company

Address**City****State****Zip Code****Phone Number*****E-mail Address**

Other**Other Partners****Percentage of Ownership**

Disclaimer & Signature

I certify that my answers are true and complete to the best of my knowledge. If this application leads to an award of the Upstart Cocoa Small Business Program, I understand that false or misleading information in my application or associated documents may result in termination of any funding award and/or program agreement.*

Date*

By typing my name in this form, I affirm the accuracy of information provided on this application. I understand that this constitutes a legal signature and confirms that I agree to the above terms.

Upstart Cocoa Forgivable Loan Application - Sample Budget

Name of Business:	Ottomatic Threads		
Description of Products/Services: Be specific.	Sustainable and size inclusive women's outdoor apparel, made in a micro factory setting through small batch manufacturing techniques. In addition to producing the Ottomatic Threads apparel		
<i>Edit the below template to reflect the revenue and expenses of your business</i>			
REVENUE:	List Types of Revenue	Price per Unit	Qty
	Sales of Products:		
	Avg Ottomatic Threads apparel cost	55	100
	Avg Ottomatic Threads accessories	20	50
	Sales of Services:		
	Sewing workshops offered several ti	50	50
	Small batch production for other bra	2500	2
	Host pop up markets for local maker	100	2
	Miscellaneous Revenue		
	Online apparel sales	50	50
	Ottomatic Threads wholesale order	200	5
	Total Revenue		17450
Expenses:		Cost per Unit	Qty
	Payroll	1500	2
	Payroll Taxes	500	2
	Rent	1500	1
	Phone/Electricity/Water	500	1
	Liability Insurance	200	1
	Licensing	0	
	Cost of Goods Sold	250	1
	Office Supplies	50	1
	Other: Fabric and sewing supplies	500	1
	Other:		0
	Other:		0
	Total Expenses		7000
Net Profit:	Revenue - Expenses		10450
Breakeven Point:			
What is the minimum number of units (products or services) needed to be sold to cover all expenses? Be specific.	To break even, we would need to sell approximately 100 items from the Ottomatic Threads apparel line; hold at least 2 sewing workshops with 10 people in attendance each; obtain 1 small batch production agreement with other brands; and host one monthly makers market.		
How will you offset expenses if you don't have enough revenue?	I will seek out additional design opportunities and will offer smaller design development packages ranging from \$1500-2000 with shorter turn-around.		

UPSTART COCOA MINORITY AND SMALL BUSINESS PROGRAM FORGIVABLE LOAN AGREEMENT

Alisa Otto, Ottomatic Threads

This **UPSTART COCOA MINORITY AND SMALL BUSINESS PROGRAM FORGIVABLE LOAN AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into this _____ day of _____, 2025, by and between the **City of Cocoa**, a Florida municipal corporation, the principal address of which is 65 Stone Street, Cocoa, Florida 32922, (hereinafter referred to as the "City") and **Ottomatic Threads**, a Florida LLC (hereinafter referred to as "Grantee"), the principal address of which is 313 Brevard Ave, 4A, 3rd floor, Cocoa, FL 32922 (hereinafter singularly referred to by their respective designation contained hereinabove, or as the "Party", and collectively as the "Parties").

RECITALS:

WHEREAS, in an effort to promote the growth of women and minority-owned small businesses (collectively, "Minority-Owned Businesses") throughout the City of Cocoa, the City has adopted and established the Upstart Cocoa Minority and Small Business Program (hereinafter referred to as the "Program") and the governing Upstart Cocoa Minority and Small Business Program Policy (hereinafter referred to as the "Policy"), which provide City financial assistance towards certain specified start-up, retention, or relocation costs and expenses for eligible enterprises within the City; and

WHEREAS, the City has found and declared that the Program serves an important and significant public purpose and is necessary and proper in order to promote the health, safety, and welfare of the public by providing vibrant and diverse retail businesses and services within the City; and

WHEREAS, Grantee is eligible for City financial assistance pursuant to the Program because it is either a startup Minority-Owned Business or an existing Minority-Owned Business that is relocating to the City and has already successfully completed a business education curriculum with the weVenture Women's Business Center at Florida Tech's Bisk College of Business or similar service provider at a cost of \$2,500.00 paid by the City; and

WHEREAS, Grantee is seeking assistance under the Program in the form of reimbursement for eligible expenses, such as capital equipment necessary for the operation of the business exceeding \$1,000 in cost, rent abatement, expansion costs, and marketing costs as further specified herein; and

WHEREAS, in order to offset such expenses of the business, the City, upon recommendation by the Upstart Cocoa Advisory Committee, has awarded funding in the amount of up to \$7,500.00, to be given pursuant to and contingent upon the terms of this Agreement; and

Upstart Cocoa Minority and Small Business Program
Forgivable Loan Agreement
City of Cocoa - _____

Page 1 of 14

TEMPLATE 4/2021

WHEREAS, the Grantee has provided to the City copies of its necessary business entity formation documents, registration with the Florida Secretary of State, and has applied or will apply for a City of Cocoa business tax receipt; and

WHEREAS, the governing Upstart Cocoa Minority and Small Business Program Policy is attached hereto as **EXHIBIT A**, which shall be fully incorporated herein by this reference; and

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Grantee agree as follows:

1. Incorporation of Recitals. The recitals set forth hereinabove are true and correct and are incorporated herein as if fully set out below.

2. Funding. Subject to Grantee complying with the conditions contained in this Agreement and specifically Section 4 hereunder, the City shall provide funding up to the maximum amount of seven thousand five hundred dollars (\$7,500.00) ("the Funding" or "Forgivable Loan") on a reimbursement basis in accordance with the following:

a. The City Council has approved, based on the recommendation of the Upstart Cocoa Review Committee, the following eligible expenses that may be reimbursed up to the maximum amount described above and shall not exceed the amount allocated below for each type of eligible expense (if applicable):

Type of Eligible Expenses	Maximum Amount/Conditions
Rent x3 months (@\$797.50)	\$2,392.50
Marketing (photography, catalogue, SEO)	\$1,500.00
Coverstitch machine	\$1,900.00
Fabric	\$1,307.50
Movers (machines, cutting table)	\$400.00
Total	\$7,500.00

b. To be reimbursed, the Grantee shall provide to the City of Cocoa Office of Economic Development the following:

(i) Paid receipts from laborers, suppliers, materialmen, contractors, sub-contractors, service providers and/or a landlord. The receipts must include the following information: 1) Name, address, and telephone number of laborer, supplier, materialmen, contractor, sub-contractor, and/or service providers performing work or supplying material or of a landlord receiving rent payments; 2) Date of work or material provided or rent received; 3) Description of property upon which the work was provided or to which the material was delivered or for which rent was paid; 4) Itemized description and cost of work provided (e.g. - who performed the work, how many hours involved, charge for work, type of work performed) or material supplied (e.g. –

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who supplied the material, quantity and type of material supplied, charge for material); 5) Statement of what work or material was for (e.g. – supplied 2 coats of coal tar emulsion sealer with sand and latex additive to cover approximately 10,647 square feet of asphalt surface; supplied 26 feet fence for privacy fence to hide parking lot dumpster; number and measurements for privacy fence gate; labor time spent and LED wall pack etc. for parking lot lighting); 6) Statement signed by laborer, supplier, materialmen, contractor, sub-contractor, service provider or landlord that the amount billed has been paid by the Grantee; and 7) for proof of payment to any contractors/subcontractors, a copy of the Grantee's cancelled check with the proof of payment receipt. The paid receipts are subject to review and approval by the City's Office of Economic Development; and

(ii) Paid receipts demonstrating that the Grantee has paid at least 10 percent (10%) of the cost of the items approved for Funding from funds other than the Forgivable Loan.

c. All payments will be made to the Grantee approximately thirty (30) days from the date of receipt of the requisite documentation.

d. Purchases must be made after the Effective Date of this Agreement unless otherwise expressly approved by the City Council.

e. If all items for the above categories have been purchased and the amount the City has reimbursed Grantee is less than the maximum amount of Funding, Grantee may use the remaining funds for other item(s) not included in the proposal submitted, but that are associated with the startup or relocation of the business and are eligible expenses as provided in the Policy, upon approval by the Economic Development Manager, provided that the total amount reimbursed Grantee under the terms of this Agreement does not exceed the maximum amount of Funding.

f. If a specified amount is allocated to a specific type of eligible expense category listed above, such funds cannot be shifted in whole or in part to another category without approval from the Economic Development Manager or the City Council and must be in compliance with the terms of the Policy.

g. All Funding subject to this Agreement must be expended and reimbursed within one (1) year of the Effective Date of this Agreement.

h. By execution of this Agreement, the Grantee acknowledges that only State of Florida/Brevard County contractors licensed pursuant to Chapter 489, Florida Statutes, or as otherwise exempted under Section 489.103, Florida Statutes, shall be used to perform construction work, and that all legally required permits, certifications, licenses, and insurance shall be obtained for the work to be performed. Authorized work may not be performed by the Grantee and be reimbursed.

i. Reimbursement shall be denied for any instance in which the terms of this Agreement or the Policy have been violated.

3. Deferred Loan. The Funding is a deferred loan, whereby no interest will accrue upon the principal of the total award amount and payment to the City shall be deferred during the term of this Agreement. The loan shall depreciate at 33% each year for the first two years and 34% for the third year. At the end of the three-year period, the loan shall be forgiven in its entirety as long as the Grantee is in compliance with the terms and conditions of this Agreement and the Policy. In the event of a Default, the City shall be entitled to recover, at minimum, a pro rata share (using a three-year amortization schedule for the loan proceeds) of the total Forgivable Loan amount based upon the year in which the Default occurs. Notwithstanding the forgoing, the entire Forgivable Loan shall be repaid in full in addition to the \$2,500.00 cost of the business education curriculum with the weVenture Women's Business Center at Florida Tech's Bisk College of Business or similar service provider expended by the City should the specific Default event be that the Grantee remains in business but relocates outside the City limits during the three-year period.

4. Conditions of Funding. The City shall not be obligated to provide the Funding in Section 2 herein to Grantee unless Grantee first meets the requirements set forth in Section 2 and maintains compliance with the other conditions listed in this Agreement and the Policy, including:

a. Grantee agrees and warrants to the City that the Funding reimbursed pursuant to this Agreement have and shall only be spent for purposes as approved in Section 2 above.

b. Grantee agrees and warrants that Grantee shall remain open for business at a City of Cocoa location for a period of at least three (3) years from the Effective Date of this Agreement. In addition, Grantee agrees that, if Grantee is not already open for business upon the Effective Date of this Agreement, Grantee shall be open for business and begin to provide services or products to the general public within six (6) months of the Effective Date of this Agreement. For Grantees that are not yet open for business at the time of the Effective Date of this Agreement, the Grantee shall be required to inform the Economic Development Manager of the date upon which the business is open and begins to provide services or products to the general public. Grantee shall further, at a minimum, be open for business at least 3 days per week and at least 6 hours per day for a minimum of 18 hours each work week, except in cases of emergency. If the City determines that the Grantee has not remained open for business for said three (3) – year period, has failed to timely open for business, and/or is consistently failing to maintain hours of operation as agreed to herein, the Grantee agrees that it shall constitute a Default as provided in Section 6 below.

c. Grantee shall at all times be in compliance with the Cocoa City Code, including, but not limited to, code sections pertaining specifically to planning, zoning and permitting, and Grantee shall maintain a current and valid City of Cocoa business tax receipt, which shall be obtained within 90 days of the Effective Date of this Agreement, and any other required licenses at all times. This part is not intended to preclude the City of Cocoa from granting Grantee certain waivers, exemptions, or variances as allowed under the Cocoa City Code.

d. Grantee shall display the City of Cocoa logo, as provided by the City, on the front main entrance door of the business and/or on the business's website as a funding partner for the term of this Agreement.

e. Grantee agrees to seek technical assistance from an economic development organization or company, approved by the Office of Economic Development, on an as-needed basis to address financial issues, business strategy, and/or marketing, but only to the extent that such services are available to the Grantee at no cost.

f. Grantee shall provide and complete a Community Enrichment Element to “pay back” twenty-five percent (25%) of the Forgivable Loan amount within three (3) years from the Effective Date of this Agreement. The Community Enrichment Element shall consist of an act of giving back to the City of Cocoa community through the donation of volunteer hours, goods or services. Donations shall be made to a public entity, such as Cocoa High School, or a non-profit organization providing services to the Cocoa community. Volunteer hours shall be valued based on an hourly rate calculated from the participating employees’ salary or earnings, as approved by the Economic Development Manager.

g. Grantee shall submit annual reports to the Office of Economic Development describing the number of employees employed during the previous year, compliance with the conditions of Funding as required in this Agreement, including progress on the Community Enrichment Element, number of clients served, profit and loss statements, progress on business plan goals and objectives, and any other information reasonably requested by the Economic Development Manager, in a form acceptable to the Economic Development Manager. These reports may be delivered to the City Council for review.

h. If Grantee has been approved for financial assistance for lease costs (rent abatement), Grantee must secure a minimum of a one-year lease, with an option to renew for two additional one-year terms, in the City of Cocoa. A copy of this lease shall be provided to the Office of Economic Development within 90 days of the Effective Date of this Agreement.

i. Grantee must maintain compliance with all other requirements of the Policy attached hereto as **Exhibit A**.

j. Grantee shall make timely payment of any and all taxes owed by Grantee and shall timely file sales tax returns with the Florida Department of Revenue. Grantee shall further provide a copy of such filed sales tax return to the City’s Office of Economic Development and Finance Department either monthly or quarterly depending upon the filing frequency established by the Florida Department of Revenue.

5. Books and Records; Public Records. Grantee shall compile and maintain accurate books and records indicating its compliance with the requirements of this Agreement, and shall make such records available at a mutually agreed upon time for inspection and/or audit by the City during regular business hours. Financial records, supporting documentation, statistical and all other records pertinent to this Agreement shall be retained for a period of at least three (3) years after final payment by the City of any Funding, except that in all cases such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit initiated prior to the expiration of the three-year retention period and shall continue to be subject to retention until the same is resolved to the satisfaction of the City. Grantee agrees that it may be audited for internal performance or accounting matters at any time by the City to

assure compliance with this Agreement. Any monies finally determined as a result of any financial review or audit which are misspent or otherwise not spent as provided for in this Agreement shall be immediately returned to the City. Prior to making any final determination of misspending or failure to comply with this Agreement by the Grantee, the City shall coordinate with the Grantee to allow the Grantee an opportunity to explain its actions or otherwise provide compliance with this Agreement.

Pursuant to Chapter 119, Florida Statutes, the Grantee 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 the Grantee related, directly or indirectly, to 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 and subject to the provisions of Chapter 119, Florida Statutes, whether in the possession or control of City or the Grantee, and may not be destroyed without the specific written approval of the City's designated custodian of public records. The Grantee shall provide the City, upon request from the City, copies of 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. The Grantee agrees to comply with public records laws. 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 the Grantee of the request and the Grantee shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Grantee, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. If the Grantee 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 Grantee's failure to comply with this Section, the City shall collect from Grantee prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Grantee. 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 Grantee's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

6. Default and Remedies. The occurrence of any one of the following events or conditions shall constitute a default and breach of this Agreement by Grantee, and shall entitle the City to enforce the terms of this Agreement and/or any Security Agreement signed by the Grantee and to pursue whatever remedies are available to it under Florida law or equity including, without limitation, termination of this Agreement, an action for specific performance, injunctive relief, immediate cessation of any payments contemplated herein to Grantee, and/or seeking reimbursement of either a prorated amount of the Funding or all of the Funding already paid by the City to Grantee, including the cost of the business education curriculum previously expended by the City. Except where the remedy has been specifically established in this Agreement, the election of remedies, including whether to seek reimbursement of the prorated amount of the Funding or all of the Funding already paid by the City to the Grantee shall be in

the sole discretion of the City Council. Prior to the City filing or taking any action as a result of a default under this Agreement (other than immediate cessation of any payments contemplated herein to Grantee), the City shall first provide the defaulting Grantee with written notice of said default. Upon receipt of said notice, the defaulting Grantee shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the City prior to filing or taking said action to the extent that such action may be cured.

a. Grantee's failure to comply with any of the requirements of this Agreement, specifically including the Conditions of Funding in Section 4 and the requirements of the Policy attached hereto as **Exhibit A**.

b. Grantee's sale of the business or change of the current business that would not independently qualify for the Program.

c. Grantee's making of a material misrepresentation in any certification or communication submitted by the Grantee to the City in an effort to induce the award of the grant, payment or the administration thereof that is determined to be false, misleading, or incorrect in any material manner.

d. Grantee is found guilty of, or enters a plea of no contest for, committing a misdemeanor or felony that is related to this Agreement.

e. Grantee defaults on its mortgage or terminates its lease without securing a new lease within the City of Cocoa.

Failure of the City to declare a default shall not constitute a waiver of any rights by the City. Furthermore, the waiver of any default by the City shall in no event be construed as a waiver of rights with respect to any other default, past or present.

7. Term and Termination. The term of this Agreement shall be for a period of three (3) years following the Effective Date of this Agreement. The City shall have the unconditional right, but not obligation, to terminate this Agreement, without penalty, if Developer fails to comply with the terms of this Agreement and the Policy attached hereto as **Exhibit A** and, if applicable, fails to cure any default within the time period allowed in Section 6.

8. Effective Date. This Agreement shall become effective upon approval by the City Council and execution of this Agreement by both parties hereto.

9. Indemnification. Grantee shall be solely responsible for all services, products, and work it performs as a business and for the safety of its own employees. As such, to the extent permitted by law, Grantee shall indemnify, defend and hold harmless the City, its agents, employees, and elected and appointed officials, and volunteers, including the Upstart Cocoa Advisory Committee and their members, from and against all claims, damages, losses, and expenses (including all attorneys' costs and fees reasonably and actually incurred, and all attorneys' costs and fees on appeal) arising out of or resulting from (i) Grantee's performance, nonperformance, breach or violation of this Agreement; (ii) Grantee's performance or

production of goods and services for the public; or (iii) injury of the Grantee's own employees , and which are caused in whole or in part by Grantee, its agents, employees or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The forgoing obligation to indemnify, defend and hold harmless the City, its agents, employees, and elected and appointed officials, and volunteers shall specifically extend to and include all claims, damages, losses, and expenses arising from (i) injury or negligence based on a failure to train or supervise workers, employees, contractors, volunteers, or agents of the Grantee in performing services or supplying goods to the public; (ii) failure of the Grantee, or its employees, agents, or volunteers, to employ safety measures in the performance of work or to maintain a safe workplace; (iii) injury or negligence of any person arising from work, material, or equipment supplied that is subject to reimbursement pursuant to this Agreement; or (iv) failure to follow or correctly follow directions of the State or any other governmental entity.

The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees, officers, and attorneys which may result from the acts or omissions stated above under this Agreement whether performed by the Grantee, anyone directly or indirectly employed by the Grantee, or anyone otherwise authorized to act, in any manner, on their behalf. In all events, the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein. This indemnification provision shall survive termination of the Agreement.

10. Bankruptcy. In the event (a) an order or decree is entered appointing a receiver of Grantee or its assets, which is not appealed (or if appealed is determined adverse to Grantee) or (b) a petition is filed by Grantee for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty (60) days after the filing thereof, then the City shall have the right to immediately terminate this Agreement.

11. Force Majeure. The parties shall use reasonable diligence to ultimately accomplish the purpose of this Agreement but shall not be liable to each other, or their successors or assigns, for breach of contract, including damages, costs, and attorney's fees (including costs or attorney's fees on appeal) as a result of such breach, or otherwise for failure to timely perform its obligations under this Agreement occasioned by any cause beyond the reasonable control and without the fault of the parties. Such causes may include but shall not be limited to acts of God, acts of terrorism or of the public enemy, acts of other governments (including regulatory entities or courts) in their sovereign or contractual capacity, fires, hurricanes, tornadoes, floods, strikes, or failure or breakdown of transmission or other utility facilities ("Force Majeure"). Notwithstanding anything herein to the contrary, if Grantee or the City is delayed, hindered or prevented in or from performing its respective obligations under this Agreement by any occurrence or event of Force Majeure, then the hindered party shall provide written notice to the other and the period for such performance shall be extended for the period such performance is delayed, hindered or prevented, and the party delayed, hindered or prevented in or from performing shall not be deemed in breach hereunder.

12. Agency. Grantee and City, and their agents, contractors, and subcontractors, shall perform all activities that are contained herein as independent entities and not as agents of each other.

13. Third-party Beneficiaries. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

14. Binding Nature of Agreement. This Agreement shall be binding, and shall inure to the benefit of the successors or assigns of the parties hereto, and shall be binding upon and inure to the benefit of any person, firm, or corporation that may become the successor in interest, directly or indirectly, to the Business, or any portion thereof.

15. Controlling Law and Venue. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulation and policies of the City of Cocoa now in effect and those hereinafter adopted. Unless otherwise specified in this Agreement for a particular issue, all City ordinances, rules, regulations and policies are applicable. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.

16. No Liability or Monetary Remedy. Grantee hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the City, and that the City bears no liability for direct, indirect or consequential damages arising in any way out of this Agreement. The only remedy available to Grantee for any breach by the City is one of mandamus to require the City's specific performance under the terms and conditions of this Agreement.

17. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between Grantee and the City. Grantee cannot create any obligation or responsibility on behalf of the City or bind the City in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. Each party acknowledges that it is not acting as a fiduciary for or any advisor to the other in respect to this Agreement or any responsibility or obligation contemplated herein. Grantee further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by Grantee as an inducement to entering into this Agreement.

18. Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the City in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the City contained herein.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waiver of the provisions herein shall be made by the parties in writing.

20. Severability. If a sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portion hereto.

21. Estoppel Letter. Upon the request of Grantee or one of its lenders, the City hereby agrees to furnish a letter stating whether (i) this Agreement is in full force and effect, (ii) there are any defaults under this Agreement and, if any, identify them, and (iii) all amounts due and payable hereunder have been paid in full, and, if not, the outstanding balances hereunder. Such letter shall be furnished within ten (10) days after request therefore.

22. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and deemed to be delivered when (i) hand delivered to the person hereinafter designated, (ii) if delivered to an overnight courier service, on the business day immediately following delivery to such service; or (iii) if mailed by certified mail, return receipt requested, on the third business day after mailing, addressed to the party at the address set forth below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

City of Cocoa

City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Grantee

23. Assignment. Grantee shall not assign this Agreement without the prior and written consent of the City, which shall not be unreasonably withheld. As stated above in Section 6, the sale of the business or change of the current business that would not independently qualify for the Program shall constitute a default, in which case the City's consent shall be withheld.

24. Grantee's Signatory. The undersigned person executing this Agreement on behalf of the Grantee hereby represents and warrants that he/she has the full authority to sign said Agreement for the Grantee and to fully bind the Grantee to the terms and conditions set forth in this Agreement.

25. Inspection. City staff is authorized to conduct an inspection of the Grantee's property at any time during regular business hours to ensure the terms and conditions of this Agreement have been met, and

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Grantee specifically consents to such inspections. The City agrees that any inspection shall be coordinated with the property owner or tenant and conducted in a manner so as to minimize interference with the business of the property owner or tenant.

26. Attorney's Fees. In the event any litigation or controversy arises out of or in connection with the parties hereto, each party shall bear their own costs and attorney's fees. Notwithstanding the foregoing, should the City determine that the Grantee must reimburse the City for failure to comply with this Agreement and terms and conditions of the Funding, the Grantee shall be responsible for all related costs and attorney's fees incurred by the City as to any related litigation or controversy.

27. Sovereign Immunity. 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. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). 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.

28. E-Verify Registration and Use.

a. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Grantee 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.

b. Subcontractors

(i) Grantee shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Grantee 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.

(iii) Grantee shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

C. Grantee must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Grantee 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.

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D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Grantee shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

[SIGNATURE PAGES FOLLOW]

City of Cocoa

By: _____
Stockton Whitten, City Manager

Date: _____

APPROVED AS TO FORM

ATTEST:

By: _____
Monica Arsenault, City Clerk

By: _____
Anthony A. Garganese, City Attorney

CITY SEAL

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (____) physical presence or (____) online notarization, this _____ day of _____, 2025, by Stockton Whitten, the City Manager

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of the City of Cocoa, on behalf of the City, who is personally known to me or produced
_____ as identification.

(NOTARY SEAL)

(Notary Public Signature)

(Print Name)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

GRANTEE

Printed Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or
() online notarization, this _____ day of _____, 2025, by _____,
the _____ of _____, a Florida
_____. He is personally known to me or produced _____
_____ as identification.

(NOTARY SEAL)

(Notary Public Signature)

(Print Name)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

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EXHIBIT A

Upstart Cocoa Minority and Small Business Program Policy

TEMPLATE

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Trekalla

Business Plan

Alisa Otto, Owner
Created on December 2, 2024

Executive Summary

Product

Trekalla is a sustainable and inclusive outdoor apparel company that manufactures their own apparel in the United States. This apparel is made from high quality, environmentally friendly materials that stand up to the elements so women can enjoy the outdoors. All designs are available in sizes XS-6X, to fit women at whatever stage of life they're in. Our main products are base layers that are moisture wicking and provide temperature control for the wearer. Our winter base layers are most popular, however, there has been a strong need for warm weather base layers (like sun shirts) that we are currently focusing on building out.

Customers

The target market for Trekalla is women ages 28-54 who enjoy casual outdoor recreational activities and exploration.

Future of the Company

As of 2024, outdoor recreation in the United States is an industry that generates over \$1.2 trillion nationwide, with a heavy focus on inclusivity and diversity. Through our expansive size range and commitment to representation in our marketing, Trekalla has a solid footing in outfitting this industry and great potential for growth. A great deal of limitations for customers in outdoor recreation is lack of appropriately fitting apparel, making Trekalla stand apart from the competition.

Company Description

Mission Statement

To create high quality, sustainable, and size inclusive outdoor apparel for women to enjoy the outdoors.

Principal Members

Alisa Otto — owner, designer and primary production supervisor

Legal Structure

Trekalla is a LLC

Market Research

Industry

Trekally is a part of the women's outdoor apparel industry. Outdoor apparel has become more mainstream in the past decade with the popularity of athleisure wear, however customers frequently complain about the lack of sizing options and performance fabrics available for women. While this industry exploded during the pandemic, there was a slight drop of participation in 2023 due to people returning back to office work.

While people are quite aware of how much they are spending in the current economic environment, slower economies have historically proven advantageous to USA-made apparel as people want to keep their money local.

Current industry concerns are the increased tariffs proposed by the next presidential administration which would make materials and machinery cost prohibitive to many manufacturers.

Detailed Description of Customers

There are two very clear groups in our customer base: those that enjoy the outdoors recreationally, and those that also participate in outdoor activities like hunting and foraging. In addition to this group of women, we also have very loyal customers who work in the outdoors as field biologists and conservation specialists, which has led to people purchasing our apparel for professional purposes.

Company Advantages

Trekalla has the following advantages compared to competitors:

- Functional, proven designs
- Environmentally friendly fabrics made of recycled materials with performance qualities like moisture wicking and wind-blocking abilities.
- Face-to-face activities that allow Trekalla to not only educate customers on a product but allow them to test it out.
- All apparel is made in the US, limiting transportation cost concerns of the final product.

Pricing Structure

Trekalla offers its products for the following prices:

- New horizon base layer top: \$72
- New horizon base layer leggings: \$78
- Elements hooded top: \$78
- Journey jogs: \$78
- Camp shorts: \$58
- Sportie: \$68
- Shortie: \$70
- Skortie: \$78
- Sunnie (in development): \$59
- Hooded Sunnie (in development): \$64

Product Lifecycle

All current products are in production and being inventoried on a regular basis.

Intellectual Property Rights

Trekalla has spoken to a lawyer about trademarking the motion strip used in designs, however nothing has been filed yet.

Research and Development

The company is planning to conduct the following research and development:

- Offer customers incentives to leave reviews of product on the website
- Research new textile developments as they become available
- Continue trail-testing new designs with customers

Marketing & Sales

Growth Strategy

To grow the company, Trekalla will do the following:

- Sell products at outdoor events throughout Florida
- Continue to build relationships with organizations like WildHerness who encourage women to participate in the outdoors.
- Use a more strategic approach to creating social media campaigns. Currently developing a list for all applicable holidays in 2025 and building full campaigns around them.
- Grow wholesale presence through establishing relationships with local retailers and exhibiting at Surf Expo in September 2025.

Communicate with the Customer

Trekalla will communicate with its customers by:

- Sending out a weekly newsletter
- Scheduling open houses at the new microfactory location to show customers what we do.
- Create more marketing materials to include with orders and at pop ups.

How to Sell

Currently, the only person in charge of sales for Trekalla is the owner, Alisa Otto, so most sales are online. We are currently trialing an affiliate program with loyal customers that have a large social media presence with plans to develop a full program by Summer 2025. As profits increase and Alisa is no longer fully responsible for production, Trekalla will make more of an effort to create content by partnering with local outdoor recreation companies and tour guides to cross-promote..

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: May 13, 2025
File ID: 2025-346
Prepared By: Jessica Dovale
Through: Rebecca Bowman, Finance Director
Lora Howell, Deputy Finance Director
Requested Action: Authorize the City Manager to execute the First Amendment to the contract between the City of Cocoa and PropLogix LLC for Lien Search Services, Mutually Agreed Upon Automatic Renewals.

BACKGROUND:

The City currently contracts with PropLogix LLC, formerly Orange Lien Data, LLC, to conduct lien searches at the request of a customer on behalf of the City. The customer may initiate a lien search, for a nominal fee, on a property inside the City that includes code liens and violations, open permits or assessments or on a property inside the City's water distribution network that includes water/sewer liens through the City's website or by contacting PropLogix LLC.

PropLogix, LLC receives the request and customer's payment, performs a real-time records check against the City's database, returns the results that include both lien debt and non-lien debt, in accordance with Chapter 119 Florida Statutes, to both the customer and the City simultaneously, and remits a portion of the payment to the City.

Currently, PropLogix LLC retains \$12.50 per transaction and the remaining portion of the transaction fee, ranging between \$35-45, is received by the City. Staff is requesting to amend the contract to increase the lien search fee from \$35 without account history and \$45 with account history to \$55 and include an account history on all searches. Of the \$55, PropLogix LLC will retain \$17.50 per transaction and the remaining \$37.50 will be received by the City. Staff is also requesting a new fee be established at \$35 for utility only records when our database is used to service lien searches by neighboring municipalities that we bill for. Of that \$35, PropLogix LLC will retain \$20.00 per transaction and the remaining \$15.00 will be received by the City. In addition, all searches are given priority service to reasonably be completed within 24 hours, excluding weekends and holidays.

Staff is also requesting to amend the terms of the contract so that it may automatically renew annually, unless either party chooses to terminate, at the end of the current period September 30, 2025.

On average Orange Lien processes 390 lien search requests each month generating approximately \$8,400 in revenue monthly. The City does not routinely expend any staff resources or expense to facilitate lien searches.

Staff is requesting Council to authorize the City Manager to execute the First Amendment to the contract between the City of Cocoa and PropLogix LLC for Lien Search Services.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? N/A

No cost to the City.

Estimated annual revenue \$100,800

PREVIOUS ACTION:

On June 22, 2020, Council approved the City Manager to execute a multi-year contract between Orange Lien Data, LLC, (formerly FRS Data, LLC) for five (5) years from October 1, 2020, to September 30, 2025, with two one (1) year renewals.

RECOMMENDED MOTION:

Authorize the City Manager to execute the First Amendment to the contract between the City of Cocoa and PropLogix LLC for Lien Search Services, Mutually Agreed Upon Automatic Renewals.

Service Agreement

This Agreement ("Agreement") to Provide Services is made by and between ORANGE LIEN Data, LLC, ("ORANGE LIEN"), 424 E. Central Blvd, #376, Orlando, FL 32801 and The City of Cocoa a municipal corporation ("The City"), 65 Stone Street, Cocoa, FL 32922. ORANGE LIEN and The City may also be referred to in the singular as "Party" and in the Plural as "Parties".

RECITALS

WHEREAS, The City desires to retain ORANGE LIEN to perform the Services described herein;

WHEREAS, ORANGE LIEN desires to provide the services described herein and agrees to do so under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

DEFINITIONS

Days: Shall mean calendar days unless otherwise specified.

Section I PROFESSIONAL SERVICES

The Parties agree to perform the Services described below in accordance with the specifications, terms, and conditions, including compensation and expenses, set forth herein.

Services: ORANGE LIEN shall respond to requests for information from third-party organizations for information on behalf of The City. The City will automatically provide information on debts owed the City for code enforcement, whether a lien has been filed or not, utility and permit fees and any other debt owed the City from its constituents, on a weekly basis.

Section II ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns provided that it may not be assigned by either Party without consent of the other Party and that consent shall not be reasonably withheld. It is expressly intended and agreed that no third-party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.

Section III PAYMENTS

Payment for the Services shall be paid by the requesting third-party organization directly to ORANGE LIEN. The City is not responsible for payment of the Service Fee. Any invoice not paid within thirty (30) days shall be deemed past due and subject to interest at 1.5% per month. The parties agree that this late charge is a reasonable estimate of the damage ORANGE LIEN will incur if amounts due are not paid on time. Fees shall be \$35.00 per Lien Search Report and \$45.00 per rushed Lien Search Report; either can be modified at the discretion of the City. A rushed Lien Search Report shall be serviced within 24 hours of the request, excluding weekends and holidays. The total Service Fee for ORANGE LIEN shall be \$12.50 per Lien Search Report generated by ORANGE LIEN. ORANGE LIEN will collect the entire lien search fee on behalf of the City and will retain \$12.50 as payment for producing report. The remainder shall be remitted to the City.

The total contract price for the Services shall be \$12.50 per report completed by ORANGE LIEN to be paid by the requesting entity, **or according to an agreement between ORANGE LIEN and The City, to be set forth on the last page of this Agreement.** Payment upon ordering is required for all third-party requestors except those whose credit has been established with ORANGE LIEN. Any invoice not paid within thirty (30) days shall be deemed past due and subject to interest at 1.5% per month. The parties agree that this late charge is a reasonable estimate of the damage ORANGE LIEN will incur if amounts due are not paid on time.

Section IV LITIGATION

If ORANGE LIEN is requested to produce documents, witnesses, or general assistance pursuant to litigation, arbitration, or mediation in support of the City, and to which ORANGE LIEN is not an adverse party, The City shall reimburse ORANGE LIEN for all direct expenses and time in accordance with ORANGE LIEN's current Rate Schedule provided appropriate documentation and/or receipts are provided by ORANGE LIEN to the City.

Section V PERFORMANCE WARRANTY AND REMEDY

ORANGE LIEN warrants that all Services provided hereunder will conform to the requirements set forth by The City, and will be performed consistent with generally prevailing professional and industry standards. The City shall notify ORANGE LIEN in writing of any deficiencies under this section and provide ORANGE LIEN with thirty (30) days to rectify the deficiency(ies).

Section VI DISCLAIMER AND LIMITATIONS OF LIABILITY

With the exception of the express warranties in this Agreement, ORANGE LIEN makes NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION,

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section VII INTELLECTUAL PROPERTY

All rights to patents, trademarks, copyrights, and trade secrets owned by ORANGE LIEN remain the property of ORANGE LIEN. ORANGE LIEN does not grant the City any right or license to any such intellectual property. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ORANGE LIEN shall indemnify, hold harmless and defend the City, its officers, agents, officials, representatives, and employees against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of ORANGE LIEN, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees with respect to any intellectual property, patent and/or copyright infringements.

Section VIII CONFIDENTIALITY

ORANGE LIEN shall use reasonable efforts to keep confidential all data and information which is marked confidential and furnished to ORANGE LIEN by The City under this Agreement.

Section IX INDEMNIFICATION

ORANGE LIEN will indemnify The City for all losses due to errors committed by ORANGE LIEN that are transmitted to third-parties when ORANGE LIEN received accurate information from The City to create reports.

The City will indemnify ORANGE LIEN for any losses due to incorrect information negligently or willfully provided by The City to ORANGE LIEN.

Section X FORCE MAJEUR

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

Section XI

ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon either Party except to the extent incorporated herein.

Section XII DELIVERY OF COMMUNICATIONS

All notices and other communications required by this Agreement shall be in writing and shall be delivered either by personal delivery, by mail, or e-mail. If delivered by mail, notices shall be sent by Express Mail or by certified or registered mail, return receipt requested, with postage and charges prepaid. Electronic mail is an acceptable means of communication and all e-mail communications shall be sent to the e-mail addresses below.

All notices and other written communications under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

ORANGE LIEN Data, LLC
424 E. Central Blvd., #376
Orlando, FL 32801
ATTN: Stewart Holley
Email: info@Orangelien.com

The City of Cocoa
Address: 65 Stone Street, Cocoa, FL 32922
ATTN: Jessica Dovale
Email: jdovale@cocoafl.org

Section XIII DISPUTE RESOLUTION

Parties' Good Faith Attempt to Resolve Disputes. The Parties agree that every dispute or difference between them arising under this Agreement, including a failure to reach a decision as described in this Agreement, shall be settled first by a meeting of the Parties attempting to confer and resolve the dispute in a good faith manner.

Section XIV GOVERNING LAW & JURISDICTION

This Agreement shall be governed in accordance with the laws of the State of Florida, County of Seminole. Each Party (a) consents to the exclusive jurisdiction and venue of the state courts located in Seminole County, Florida; (b) waives any objection it might have to jurisdiction or venue of such forum or that the forum is inconvenient; and (c) agrees not to bring any such action in any other jurisdiction or venue to which either Party might be entitled by domicile or otherwise.

Section XV ATTORNEY'S FEES AND COSTS

The prevailing Party shall have the right to collect from the other Party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

Section XVI TERM OF AGREEMENT

This Agreement is effective from October 1, 2020 for a period of five (5) years through September 30, 2025, unless terminated by the Parties as allowable hereunder. This Agreement can be renewed twice for a period of one (1) year term each, upon the date of initial term expiration or until terminated by either party pursuant to Section XVII of this Agreement.

Section XVII TERMINATION

This Agreement may be terminated by either party on not less than thirty (30) days' prior written notice to the other party, without penalty. In the event of such termination each party shall be entitled to payment for outstanding Services provided prior to the termination date.

This Agreement may be terminated by written notice by either Party for material breach of this Agreement, provided the terminating Party has given the breaching Party at least fourteen (14) days written notice of, and opportunity to cure such breach. Termination for breach does not constitute waiver of any other rights or remedies that non-breaching party may have for breach of this Agreement

Section XVIII PUBLIC RECORDS

In accordance with section 119.0701, Florida Statutes, ORANGE LIEN agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. ORANGE LIEN agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. ORANGE LIEN also agrees to provide the public with access to public records on the same terms and conditions the City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law. ORANGE LIEN shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, ORANGE LIEN shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the ORANGE LIEN upon termination of

this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If ORANGE LIEN does not comply with a public records request, the City shall have the right to enforce the provisions of this Paragraph. In the event that ORANGE LIEN fails to comply with the provisions of this Paragraph, and the City is required to enforce the provisions of this Paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to ORANGE LIEN'S failure to comply with the provisions of this Paragraph, the City shall be entitled to collect from ORANGE LIEN prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against ORANGE LIEN. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of ORANGE LIEN'S failure to comply with the provisions of this Paragraph. This Paragraph shall survive the termination of this Agreement.

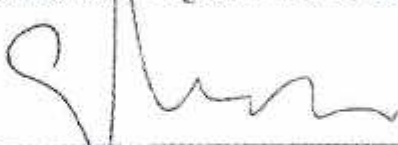
Section XIX MISCELLANEOUS

- a) The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be constructed as part of this Agreement.
- b) If any provision in this Agreement is determined by a competent authority to be unenforceable, all other provisions of this Agreement shall continue in full force and effect. Similarly, if any provision is determined to be unenforceable due to terms exceeding that which is allowable under the law, that provision shall be enforced to the fullest extent allowable under the law.
- c) The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be constructed as waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver occurred.
- d) ORANGE LIEN is an independent contractor, and neither ORANGE LIEN nor ORANGE LIEN's staff shall be deemed employees of The City.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Digital or electronic signatures shall have the same force and effect as an original.

The parties to this Agreement have caused it to be executed on the date indicated below.



Stewart Holley
ORANGE LIEN Data, LLC

Date: 07/30/20

ATTEST BY:



Kristie Pederson



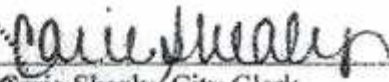


Matt Furer, Interim City Manager

City of Cocoa

Date: 7/22/2020

ATTEST BY:



Carrie Shealy, City Clerk



CONSENT TO ASSIGNMENT OF CONTRACT

This Consent to Assignment (the "Consent") is made by the City of Cocoa, Florida (the "City") as of the date of execution set forth below.

WHEREAS, the City and FRS Data, LLC (now Orange Lien Data, LLC) (the "Company") are parties to that certain Lien Search Agreement dated October 19, 2015, with a maturity date of October 18, 2021, unless otherwise extended (the "Contract").

WHEREAS, in conjunction with an asset purchase transaction, the Company is assigning the Contract, including all of its rights, title, interest, responsibilities, and obligations thereunder, to PropLogix, LLC ("PropLogix").

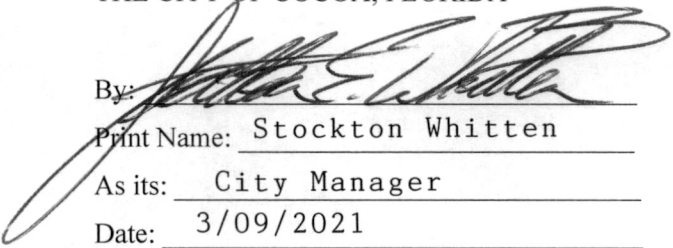
WHEREAS, the Company and PropLogix desire to receive the City's consent to such assignment for business continuity purposes.

NOW THEREFORE, in consideration of the terms and conditions hereof, as well as other good and valuable consideration, the receipt and sufficiency which of is hereby acknowledged, the City hereby acknowledges the following:

1. The City consents to the assignment of the Contract from the Company to PropLogix.
2. All other terms and conditions of the Contract shall remain in full force and effect.
3. The undersigned has full authority to execute this Consent and to legally bind the City with respect hereto.

IN WITNESS WHEREOF, the City does hereby execute this Consent as of the date set forth below.

THE CITY OF COCOA, FLORIDA

By: 

Print Name: Stockton Whitten

As its: City Manager

Date: 3/09/2021

FIRST AMENDMENT TO LIEN SEARCH AGREEMENT

This Amendment to Lien Search Agreement (the “Amendment”) is made by and between the City of Cocoa, Florida (the “City”) and PropLogix, LLC d/b/a Orange Data Systems as successor-in-interest to FRS Data, LLC (“ODS”) as of the 13th day of May, 2025.

WHEREAS, the City and FRS Data, LLC (which was subsequently acquired by ODS), were parties to that certain Lien Search Agreement dated October 19, 2015 (the “Agreement”).

WHEREAS, the City and ODS desire to amend the Agreement in accordance with the terms of this Amendment.

NOW THEREFORE, in consideration of the terms and conditions hereof, and other good and valuable consideration, the receipt and sufficiency which of is hereby acknowledged, the parties hereto agree as follows:

1. The second sentence of Section XVI (Term of Agreement) shall be deleted and replaced with the following language to reflect a modification to the Agreement’s terms:

“This Agreement shall automatically renew upon expiration of the current period, September 30, 2025, and shall continue to automatically renew thereafter for successive one (1) year periods unless either party hereto notifies the other party of its intent not to renew the Agreement within thirty (30) days prior to the next renewal period.”

2. The Section III (Payments) of the Agreement shall be deleted and replaced with the following language to reflect a modification to the Agreement’s pricing:

“ODS shall charge third-party organizations requesting lien information a \$55.00 flat fee for each lien search transaction requested. ODS shall be entitled to a portion of this fee in the amount of \$17.50 for this service, and the City shall be entitled to the \$37.50 difference for each such transaction. ODS shall remit payment for all payments due to the City on a monthly basis along with appropriate documentation showing the number of lien searches performed and the total amounts due to, and collected by ODS under this Agreement each month.”

3. All lien searches shall be delivered in a consolidated and expedited manner and shall include an account history/ledger. ODS will use commercially reasonable efforts to complete municipal lien searches within twenty-four (24) business hours from receipt of a complete and accurate request, excluding weekends and public holidays. The City acknowledges that certain circumstances may impact turnaround times, including but not limited to: the need for additional or corrected information from the third-party requester or the City, seasonal or monthly surges in request volume, and the availability of municipal records. In such cases, ODS will notify the City of any anticipated delays and endeavor to complete the search as promptly as practicable.
4. Notwithstanding the payment and lien search format contemplated in Paragraphs 2 and 3 hereof, ODS and the City acknowledge that the City provides utility services for certain properties that are not situated within the City’s boundaries. Upon receipt from a third-party requestor for such information, ODS shall provide a utility-only report for a fee of \$35.00, of which \$15.00 shall be retained by ODS for its services and \$20.00 shall be remitted to the City.
5. ODS will use the information it receives from the City only as strictly necessary in furtherance of fulfillment of its obligations pursuant to the Agreement. ODS will not use, for its own benefit or

for the benefit of any other person or entity, any information it receives from the City; it shall not disclose the information it receives from the City except to parent companies, affiliates, wholly-owned subsidiaries, agents or representatives who need to know such information and only to the extent necessary to carry out ODS's obligations under this Agreement or (ii) as required by any order of any government authority or otherwise required by law. Any other disclosure of information requires prior written approval from the City.

6. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, each party hereto does execute this Amendment effective as of the date first set forth above.

THE CITY OF COCOA, FLORIDA

PROPLOGIX, LLC D/B/A
ORANGE DATA SYSTEMS

By: _____

By: Alex Eckelberry
Alex Eckelberry (Apr 23, 2025 09:25 EDT)

Print Name: Stockton Whitten

Print Name: Alexander Eckelberry

As its: City Manager

As its: CEO

City of Cocoa updated draft - clean 4.17.25

Final Audit Report

2025-04-23

Created:	2025-04-22
By:	Katie Miller (katie.miller@proplogix.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAARw9NKfosfkehze2_QDLi8Y_jV4R84z2

"City of Cocoa updated draft - clean 4.17.25" History

-  Document created by Katie Miller (katie.miller@proplogix.com)
2025-04-22 - 11:48:58 PM GMT
-  Document emailed to Alex Eckelberry (alex.eckelberry@proplogix.com) for signature
2025-04-22 - 11:49:01 PM GMT
-  Email viewed by Alex Eckelberry (alex.eckelberry@proplogix.com)
2025-04-23 - 1:24:57 PM GMT
-  Document e-signed by Alex Eckelberry (alex.eckelberry@proplogix.com)
Signature Date: 2025-04-23 - 1:25:43 PM GMT - Time Source: server
-  Agreement completed.
2025-04-23 - 1:25:43 PM GMT

CITY COUNCIL AGENDA ITEM

Memo Date: April 23, 2025
Agenda Date: May 13, 2025
File ID: 2025-379
Prepared By: Lori Chabot, Recording Secretary
Through: Tammy Gemmati, Administrative Services Director
Requested Action: Consider the Donation Application for the Cocoa Youth Athletic Corporation for the Helmet Reconditioning & Certification in the amount of \$1,000.

BACKGROUND:

Cocoa Youth Athletic Corporation is requesting \$1,000 for Helmet Reconditioning & Certification. This donation will be used towards the reconditioning/replacement of 192 helmets while serving 150 residents. The total cost of this service is \$12,378. This provides the Cocoa students the opportunity to use safe equipment and to remain compliant with safety rules.

Cocoa volunteers will assist with the preparation, inventory of the helmets and packaging the equipment to be serviced. This process has proved to be successful and should take no more than 2 1/2 months to complete.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

Budgeted? Yes

If not budgeted, is amendment / transfer attached?

Source/Use of Funds

<u>Account Number</u>	<u>Amount</u>
<u>001-1000-511.48-00</u>	\$1,000

PREVIOUS ACTION:

Cocoa Youth Athletics has applied and received several previous donations. Most recently, in the 22-23 budget year, they received \$1,000 to purchase 50 additional uniforms and equipment.

RECOMMENDED MOTION:

Consider the Donation Application for the Cocoa Youth Athletic Corporation for the Helmet Reconditioning & Certification in the amount of \$1,000.



SUBMITTAL CHECKLIST

Please make sure that all requested information below is accompanying the application.

Organization Name: Cocoa Youth Athletic Corporation

Project Name: Helmet Reconditioning & Certification

		YES	NO
1	Completed Application	X	
2	Exhibit A - IRS Letter of Non-Profit Determination Or State of FL Non-Profit Designation	X	
3	Exhibit B - Income/Expense Report (Last Filed Federal 990 or 990EZ will be accepted in lieu of)	X	
4	Exhibit C - Project Objectives	X	
5	Exhibit D - Use Of Funds Statement	X	

Please send original application with requested attachments to:

City of Cocoa

Carie Shealy, City Clerk
65 Stone Street
Cocoa, Florida 32922

These must be post marked no later than 60 days prior to the event.

If you have any questions, please call City Hall at 433-8484 . Thank You.



65 Stone Street
Cocoa, Florida 32922

DONATION APPLICATION

PART I: GENERAL INFORMATION

APPLICANT INFORMATION:

APPLICANT NAME: Cocoa Youth Athletic Corporation

FEDERAL ID #: 85-8017614722C-1

Please attach IRS Determination Letter as support documentation Exhibit A.

ADDRESS: 365 Country Lane Dr

CITY/STATE: Cocoa, FL

ZIP: 32926

CONTACT PERSON: Jennifer Valentine

TITLE: Fundraising Coordinator

Contact person will be in direct contact with the City and responsible for administering the grant if awarded.

TELEPHONE #: 319-210-7033

FAX #:

EMAIL ADDRESS: cyeaop@gmail.com

FINANCIAL: Provide budget information for your organization by completing the attached Income/Expense Report as Exhibit B or last filed IRS 990 or 990EZ will be accepted in lieu of this financial report.

CURRENT OPERATING BUDGET: \$46,178.05

PROJECT INFORMATION:

NAME OF PROJECT: Helmet Reconditioning and Certification

TOTAL

PROJECT COST: \$ \$ 12378.25

AMOUNT OF

MONETARY REQUEST: \$ \$1,000

*Neither monetary nor
in-kind may exceed \$1,000*

AMOUNT OF

IN-KIND REQUEST: \$ \$1,000

COUNCIL DISTRICT:

☒ CITYWIDE

☐ DISTRICT 1

☐ DISTRICT 2

☐ DISTRICT 3

☐ DISTRICT 4

For more information please go to our official City web site at www.cocoafl.org

ANTICIPATED PARTICIPANTS TO BE SERVED: 150

OF COCOA RESIDENTS TO BE SERVED: 150

(20 POINTS)

NEW PROGRAM?: ☐ YES ☒ NO
(10 POINTS)

EXPANDED PROGRAM?: ☒ YES ☐ NO

PART II: EVALUATION CRITERIA

PROJECT IMPACT:

1. Please describe in detail, the proposed project objectives. Why is this project needed? Some of the issues the applicant may wish to address include, but are not limited to:
 - ♦ How quality of life for Cocoa residents will be enhanced;
 - ♦ Who will be served (children, seniors, families, and/or the disabled, etc.);
 - ♦ How the project is unique to the Cocoa community;
 - ♦ How the project meets an unmet need in the community;
 - ♦ Educational and informational benefits.

Please limit response to one typed page and attach as Exhibit C.

(UP TO 50 POINTS)

2. Will any Cocoa residents be involved in the selecting, planning, and/or implementation of the proposed project? Yes X No If yes, briefly describe. (10 POINTS)

Cocoa residents will assist with the preparation,
inventory of the helmets for the reconditioning
process. Additionally, residents will package the
equipment to be serviced.

3. Briefly describe your organization's experience and ability to deliver the project as proposed and timeline for completion. (UP TO 20 POINTS)

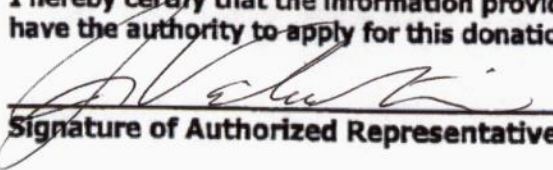
Our process to ready the helmets for service is tried and
practiced. Its our experience that the process should take no
more than 2.5 months to complete.

USE OF FUNDS: Complete Exhibit E. - Use Of Funds Statement describing type of funds requested (monetary and/or in-kind services), types of in-kind services required (dates and times); how requested monetary funds are to be used for the program/event, including costs, potential vendor and a general description of the proposed purchases.

NOTE: Upon completion of the event, an After Action Statement, Materials Purchase Schedule, and supporting documentation must be submitted to confirm use of City funds and services provided. Failure to do so, will result in denial of future requests.

Remember that all expenditures of grant funds will need to be accounted for by supplying copies of sales receipts, cancelled checks, and/or invoices to the City.

I hereby certify that the information provided in this application is true and accurate, and I have the authority to apply for this donation on behalf of the organization.


Signature of Authorized Representative

4-23-25
Date



Exhibit B

INCOME/EXPENSE REPORT

Please provide the following information for your most current completed fiscal year.
This report must be submitted with Application Request For Funding.

Organization Name: Cocoa Youth Athletic Corp

Fiscal Period: 2024

INCOME	AMOUNT
Support	
Govt. grants	\$
Foundations	\$
Corporations	\$
United Way	\$
Individual contributions	\$
Fundraising efforts	\$ 5,000
Membership income	\$
In-Kind support	\$ 250
Investment income	\$
Other (specify)	\$
	\$
	\$
Revenue	
Govt. contracts	\$
Earned Income	\$ 28,750
Other (specify)	\$
	\$

TOTAL INCOME \$ 34,000

EXPENSES	AMOUNT
Salaries and wages	\$
Insurance and Benefits	\$ 60
Professional fees	\$ 10,350
Fundraising costs	\$
Travel	\$
Equipment	\$ 12,000
Printing fees	\$
Telephone/Utilities	\$ 4209.44
Postage	\$
Rent	\$
In-Kind expenses	\$
Depreciation	\$
Other (specify) end of season banquet	\$ 7,180.36
	\$

TOTAL EXPENSES \$ 33,799.80

Last Filed Federal 990 or 990EZ Form will be accepted in lieu of the above Income/Expense Report.

EXHIBIT C

1. Objectives of this project.
 1. Recondition helmets to remain compliant with safety rules.
 2. Give kids the opportunity to use safe equipment.
 3. Purchase new equipment to compensate for increased youth participation.
2. The Cocoa Tigers provide a safe place to learn new skills, develop relationships and build future leaders.
3. We serve the Cocoa area and the greater Space Coast.

SCORING CHECKLIST FOR GRANT APPLICATIONS

Organization:

Cocoa Youth Athletic Corp.

Project Name:

Helmet Recondition & Certification

1. New or expanded program for the organization?
If Yes, the applicant receives **10 points**.

Yes ☒ No ☐

SCORE

10

2. How many Cocoa residents will be served with this project?
Applicant can receive up to **20 points** in this section.
Majority of recipients = **20 points**;
Half of recipients served = **10 points**.

Number 150

20

3. Were Cocoa volunteer residents used in the implementation of this project?
If yes, the applicant receives **10 points**.

Yes ☒ No ☐

10

4. What impact will this project have on the community?

The following will be considered:
Enhances quality of life for Cocoa residents.
Programs for children, seniors, families, and/or disabled.
Unique to the Cocoa community
Fills an unmet need in the Cocoa community
Has record of community support
Educational and informational benefits
Applicant may receive up to **50 points** in this section

40

5. Has the applicant demonstrated the ability to execute their proposed project?
Applicant may receive up to **20 points** in this section.

Yes ☒ No ☐

20

6. COMMENTS:

Total Score

100

Minimum threshold met?:

Yes ☒

No ☐

Forwarded to City Attorney for review:

Yes ☒ No ☐

Date: _____

Meets municipal purpose?:

Yes ☒

No ☐

City Council:

Approved 04/06

Approved:

Yes ☐ No ☐

Donor Application Scoring



7501 Performance Lane, North Ridgeville, OH 44039
Phone: (800) 275-5338

QUOTE as of 02/19/2025

Order : 20372342
Customer : 83231
Spring Ball : N
Bid # : 0Y - Y

SOLD TO: 83231
COCOA YOUTH FOOTBALL
ATTN: ANTHONY WILLIAMS
PO BOX 236752
COCOA FL 32923-6752

SHIP TO: 2592298
COCOA YOUTH FOOTBALL
200 Hawthorne Lane NE
Palm Bay FL 32907

PRICE QUOTES VALID FOR 30 DAYS FROM QUOTATION DATE

Order Placed By	Email	Customer PO #	Phone Number
Anthony Williams	twillinfl74@gmail.com		321-604-5763

Sales Rep	Allocated Partner	Approx. Return	Terms
KEITH ABBOTT	COCOA YOUTH FOOTBALL - 83231	05/30/2025	30 days Due net
Invoice Instructions			

Category of Goods	Date Packed	Date Shipped	No of Bags	Ship to Plant	How Shipped	BOL No
Helmets	02/18/2025	02/18/2025	20	TX-MTY	FEDEXFREIGHT	021883231-
Reference Information						

QTY	CATEGORY	PRODUCT/MODEL	PRODUCT SPECIFIC INFORMATION
192	HELMET TOTAL		
6	HELMET	RIDDELL SPEEDFLEX YTH	
2	HELMET	SPEEDFLEX DIAMOND YOUTH	
2	HELMET	XENITH X2E YTH	
13	HELMET	VENGEANCE YOUTH	
47	HELMET	REVO SPEED CLASSIC YTH	
122	HELMET	RIDDELL VICTOR-I	
Customer Communication		Please clean and return 1 visor sent in. Please install decal striping and logos.	

Design	SHELL PAINT (ONE COLOR)	
Qty	Paint Color	Paint Code
192	BLACK - Paint Color 1	2701

Accessory Processing	QR Receptacles	SZ-PADS	Jaw Pads	FACE FRAMES	TRUEFIT JAW PADS (EACH)	Install new QR Pairs	Strap Lock Pairs
Qty Picked Up	32	338	30	16			



7501 Performance Lane, North Ridgeville, OH 44039
Phone: (800) 275-5338

QUOTE as of 02/19/2025

Order : 20372342
Customer : 83231
Spring Ball : N
Bid # : 0Y - Y

Accessory Processing	QR Receptacles	SZ-PADS	Jaw Pads	FACE FRAMES	TRUEFIT JAW PADS (EACH)	Install new QR Pairs	Strap Lock Pairs
Replacement Qty	ASNeed	ASNeed	ASNeed	ASNeed		ASNeed	ASNeed

Helmet Instructions		Other Instructions	
Return Option - Discard Rejected Shells	Y	Chin Straps - Return Rejected	Y
Striping Installation	Y	Chin Straps - Install Chin Strap	Y
Decal Installation -	Y		

Chin Straps		
Qty Picked Up - Hard Cup - 6	Qty Picked Up - Soft Cup - 129	
	Color - BLACK	
Replace Qty	Style	Color
6	Mix HC Cam Loc	BLACK
50	Mix Soft Cam Loc	BLACK
Customer Communication	Please attach 50 new black soft cup and 6 new black cam loc HC chin straps. Please clean and reattach 129 chin straps sent in and please bag rejected and send back to customer.	

Face Masks		
Qty Picked Up - 192	Color - ORANGE	
Replace Qty	Style	Color
6	MIX SPEEDFLEX	ORANGE
17	MIX SPEED	ORANGE
5	MIX VENGEANCE	ORANGE
0	MIX XENITH SPECIAL ORDER	ORANGE
Customer Communication	New Face Masks - Please replace 1 Red Speed facemask with Orange in same style. Please replace 3 Black Vengeance cages with same style in Orange. Customer wants all helmets returned with Orange cages.	

I hereby authorize Riddell / ALL AMERICAN to recondition the athletic equipment listed. I understand that Riddell / ALL AMERICAN reserves the right to reject any equipment obsolete, outdated, or not meriting the expense of repair. Any estimate on any reconditioning order may vary 10-15 percent based on the above mentioned quantities. Riddell / ALL AMERICAN is not responsible for verbal or assumed estimates. Company will apply its standard charge for transportation and handling.

Sales tax will be added if applicable. This amount is not included in the estimate and will be added to the invoice.

Method of Payment:

Authorized Signature:

Estimate may vary as explained above
Total Before Transportation & Sales Tax if applicable
\$ 12378.25



DONATION APPLICATION REQUESTS:

PURPOSE:

In accordance with the City Charter, there must be a "municipal purpose" in order to be eligible to receive a donation. The donation is designed to assist organizations that build relationships and enhance the Cocoa community. A maximum of \$1,000 may be awarded, based on funding availability, per fiscal year for local projects and programs. It is the goal of the City Council that funding these programs will promote stronger and healthier neighborhoods.

ELIGIBILITY:

Any organization **that serves Cocoa residents**, may apply.

- ⊕ Organization is in good standing and licensed to do business in Florida;
- ⊕ Provides a service beneficial to the citizens of the City of Cocoa;
- ⊕ Does not receive funding from any other City source e.g. CDBG funds, RDA funds;
- ⊕ Has not already been awarded funding within the same fiscal year;
- ⊕ Organization has not violated terms of previous fiscal year awards;
- ⊕ Organization does not have any past due fees and taxes owed to the City.

Funds provided by the City are not intended to be used for cash scholarships, sub-grants, or sub-awards. They are to be used by the organization applicant. To clarify, however, membership scholarships for needy children, such as Little League, would be eligible. In-kind services from the City that may be requested include, but are not limited to, the following:

- ⊕ Personnel time (police, fire, public works personnel);
- ⊕ Waiver of fees for permits, banners, rental of facilities;
- ⊕ Use of City equipment.

Donations are on a first come, first serve basis whether in-kind or monetary and the maximum amount awarded to any recipient is \$1,000 per fiscal year. If the donation is in-kind, upon Council approval the requested funds will be transferred to the appropriate account to cover the costs of the donation.

PROJECT SELECTION:

Applications will be scored on the criteria contained in the application. A minimum score of 45 points must be obtained to be eligible to receive funding. Please make sure that all requested information is provided at the time of submittal. Successful applications will:

- ⊕ Provide a service to Cocoa residents that enhance the community;
- ⊕ Provide proof of non-profit status;
- ⊕ Submit a Use of Funds Statement outlining the request from the City, statement of project impact, goals, and objectives as outlined in the Grant Application;
- ⊕ Spend allocated funds within the specified fiscal year;

- Appoint a point of contact;
- Involve Cocoa residents whenever possible;
- Provide an After Action Statement, along with a Material Purchases Schedule identifying how City funds were expended.

Funds donated by the City are to be used for the sole purpose delineated in the submitted application unless unforeseen circumstances arise which affect the use of donated funds (e.g. natural or man-made disaster). The organization will be responsible for reporting any changes to the application to the City Clerk as soon as possible. If the monetary donation was for a special event and the event is canceled due to events outside of the organization's control such as inclement weather and the event cannot be rescheduled, the City Manager will have the authority to waive repayment requirements. The City Manager will have the discretion to request the reimbursement of City funds if the organization's justification for the change is not reasonable. If the City's donation was for in-kind staff time and the event is re-scheduled, the organization will have to coordinate with staff and the donation may not be possible.

Failure to adhere to the above requirements will result in denial of future application requests and possible forfeiture of funds already committed.

APPLICATION DEADLINE:

As of the initial date of adoption of this policy, the City Manager, through his designee, the City Clerk, will handle the processing of requests for any monetary contributions or donations. Each applicant must submit a Donation Application Request (Appendix C) with all attachments directly to the City of Cocoa's City Clerk's Office. All requests submitted directly to the City Council will not be considered for eligibility but will be referred to the City Clerk's Office for an application.

Carie Shealy, City Clerk
65 Stone Street
Cocoa, FL 32922

Requests for a monetary contribution for a special event must be submitted to the City Clerk's Office a minimum of 60 days prior to the date of the event. The Donation Application Request does not eliminate the need to complete a Special Events application. The City's Special Events application is required for planning and coordinating purposes, not donations.

Donation Application Request forms will be accepted on a first-come, first-served basis and will be reviewed internally by an employee of the City Clerk's Office, the Finance Department, and OMB. Those applications that meet the minimum criteria will be submitted to the City Attorney to insure that the contribution request is consistent with the City Charter and applicable law. Requests that meet **ALL** minimum criteria will be forwarded to the City Council for action. The Council shall have the sole and absolute discretion to approve or deny any donation request. An applicant whose application does not meet the minimum criteria will be notified in writing that the request will not be forwarded to the City Council for further action. Any questions or comments please call (321) 433-8484.

Please refer to OMB Policies & Procedures, Section III. Specific Policies, B. Donation Policy for more information. Adopted by Cocoa City Council 04/11/2006.



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8017614722C-1	10/23/2023	10/31/2028	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

COCOA YOUTH ATHLETICS CORPORATION
365 COUNTRY LANE DR
COCOA FL 32926-5384

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



City of Cocoa

Use of Funds Statement

(To be submitted with Donation Application)

Exhibit D

Date: _____

Project Dates: Feb 19 - April 15

Organization: Cocoa Youth Athletic Corp

Project: Helmet Reconditioning and Certification

1.) Please list the in-kind services requested from the City, along with the dates and times required: _____

We are requesting \$1,000 of in-kind services to help off-set the enormous cost of reconditioning our helmets, which is \$12378.25. The Cocoa Tigers have had unprecedented growth and need to ensure we have the proper equipment for the players. To ensure the project is complete by the time our season starts our helmets are already with the distributor for service. We would need the in-kind services as soon as available.

2.) Please list the amount of monetary funds requested from the City, describing how the requested funds are to be used, including individual costs, potential vendors, and a general description of the purposed purchases: _____

We are requesting \$1,000 of monetary funds to help off-set the enormous cost of reconditioning our helmets of \$12,378.25. We have expanded our league in number of players and need to add more helmets to the reconditioning process. Every other year football helmets must be serviced, faulty parts replaced, and reconditioned for the safety of our players. This year, due to expanded numbers, we have to send back 192 helmets bringing our total to \$12378.25. Our vendor must be Riddell, the original manufacturer of the equipment, to use any other vendor negates any warranty issues with the helmet. Please see the enclosed documentation for a breakdown of all vendor costs.

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Project Administrator

Date

Project Financial Officer

Date

Approved 04/06

Donation Application Exhibit D



**City of Cocoa
After Action Statement**

(To be submitted after completion of project/event)

Date: _____

Project Dates: _____

Organization: _____

Project: _____

1.) Provide a follow-up to the event, including a description and success of the activity, attendance, etc: _____

2.) Were the Cocoa provided monetary funds and/or In-kind services helpful? _____

3.) Additional Comments: _____

Certification: I hereby certify that the In-kind services and/or purchases will be used to support this project.

Certification: I hereby certify that the In-kind services and/or purchases will be used to support this project.

Project Administrator _____

Date _____

Project Financial Officer _____

Date _____

Attach any back up documentation, pictures, newspaper stories, etc.

CITY COUNCIL AGENDA ITEM

Memo Date: May 1, 2025
Agenda Date: May 13, 2025
File ID: 2025-424
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Requested Action: Approve a Resolution Amending the FY 2025 Budget, BAF 25-061-A&T, to accept the donation of land from Walmart Stores East, LP, as outlined in the City of Cocoa Development Order.

BACKGROUND:

The City of Cocoa Development Order between the City and Walmart Stores East, LP for the Cocoa Logistics & Business Center on Cox Rd. and SR 524, dated March 14th, 2017, included a one-acre parcel of land to be donated to the City of Cocoa for development of municipal purposes in Section J of the agreement. The donation of land is now complete and must be recorded as a land asset in the City's records. The attached Budget Amendment BAF# 25-061 A & T accounts for the land donation from Walmart East LP and the City's portion of closing costs. This donated land asset is being assigned to the Stormwater Fund for future Stormwater mitigation. Legal Description: 24-35-23-00-13

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure
Economic and Community Development

BUDGETARY IMPACT:

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

Source/Use of Funds

<u>Account Number</u>	<u>Amount</u>
BAF25-061-A (Land Donation)	
423-0000-336.00-00	\$500
423-3570-538-39-00	\$500

BAF25-061-T (Closing Costs)

423-3570-538-39-00	(\$1,531) Contingency
423-3570-538.61-00	\$1,531 Project: WMLAND

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution Amending the FY 2025 Budget, BAF 25-061-A&T, to accept the donation of land from Walmart Stores East, LP, as outlined in the City of Cocoa Development Order.

CITY OF COCOA DEVELOPMENT ORDER
RELATED TO THE BREVARD CROSSINGS REGIONAL ACTIVITY CENTER
FOR
COCOA LOGISTICS AND BUSINESS CENTER

THIS CITY OF COCOA DEVELOPMENT ORDER (this "City Development Order") is made and entered into as of the 14th day of March, 2017, by and between the City of Cocoa, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 65 Stone Street, Cocoa, Florida 32922 (the "City"), and Wal-Mart Stores East, LP, a Delaware limited partnership, whose address is 2001 Southeast 19th Street, Bentonville, Arkansas 72716-0550 (the "Developer").

SECTION I. FINDINGS OF FACT

1. On March 12, 2002, the City approved the Brevard Crossings Development of Regional Impact, named the Brevard Crossings ("Brevard Crossings DRI") and issued a DRI Development Order pursuant to Section 380.06, Florida Statutes that was recorded at OR Book 4557, Page 0001 of the Public Records of Brevard County, Florida.

2. Also on March 12, 2002, Brevard Crossings was designated as a Regional Activity Center in the City of Cocoa Comprehensive Plan (the "City's Comprehensive Plan").

3. On May 6, 2002, the Florida Department of Transportation ("FDOT"), the City, and Brevard Crossings, LLC entered into that certain Brevard Crossings DRI Transportation Mitigation Agreement (the "Transportation Mitigation Agreement"), and the Brevard Crossings DRI Development Order was subsequently amended on February 25, 2003, to incorporate the terms and conditions of the Transportation Mitigation Agreement. The First Amended Development Order was recorded at OR Book 4915, Page 1837 of the Public Records of Brevard

County, Florida.

4. The City's Comprehensive Plan and the Brevard Crossings DRI were subsequently amended on September 17, 2003 to include 2.3 acres of additional land. The Second Amended Development Order was recorded at OR Book 5167, Page 2408 of the Public Records of Brevard County, Florida.

5. On April 10, 2007, the City adopted the Third Amended Development Order, recorded at O.R. Book 5788, Page 8883 of the Public Records of Brevard County, which extended the Project commencement date by two years to March 12, 2009. This date was subsequently extended to March 12, 2010 by the City at its meeting of February 24, 2009.

6. The legal description for the Brevard Crossings property (the "Property") is attached hereto as Exhibit "A" and incorporated herein by reference, and the Property is currently designated as the Brevard Crossings Regional Activity Center pursuant to the City's Comprehensive Plan, Future Land Use Element, Policy 1.1.2.7.

7. On May 27, 2010, the Cocoa Master Development, LLC submitted a Request to Rescind the Brevard Crossings DRI Development Order, which included documentation of completion of the environmental mitigation for the entire Project. No development had occurred within the Project, and no additional mitigation was required prior to rescission of the Brevard Crossings DRI Development Order.

8. The City approved an Order Rescinding the Brevard Crossings DRI Development Order and, at the same City Council hearing, also approved the City of Cocoa Development Order for Brevard Crossings, dated October 26, 2010, recorded at OR Book 6259, Page 1528 of the Public Records of Brevard County ("Original City Development Order") which set forth the rights and obligations governing the Project subsequent to the rescission of the

Brevard Crossings DRI Development Order.

9. In early 2017, Wal-Mart Stores East, LP, as contract purchaser and successor to Brevard Crossings, LLC submitted a request to amend and restate the October 26, 2010 City of Cocoa Development Order for the Brevard Crossing Regional Activity Center in furtherance of a proposed development project which will be named the Cocoa Logistics and Business Center ("Project" or "Cocoa Logistics and Business Center").

10. The Brevard Crossings Project consisted of the following Development Program: 810,000 square feet of commercial; 180,000 square feet of office; 1,000,000 square feet of industrial/business park; 675 multi-family residential units; and 270 hotel rooms, which is consistent with the Brevard Crossing Regional Activity Center as that term is described in Future Land Use Policy 1.2.7.E and 1.2.7.N of the City Comprehensive Plan 2010-2020.

11. The City has approved amending and restating of the City of Cocoa Development Order for Brevard Crossings on March 14, 2017, and adopted this City Development Order, which amends and restates the City of Cocoa Development Order related to the Brevard Crossings Regional Activity Center in its entirety, and sets forth the rights and obligations governing the Cocoa Logistics and Business Center.

12. The Developer's authorized agent is Brian Hooper, Vice President of Real Estate with an address of Walmart Stores East, LP, 2001 SE 10th Street, Bentonville, AR 72716, and any and all correspondence and communication may be made to the Developer at such address, with a copy to Kutak Rock LLP, Attention: Terry Pool, 234 East Millsap Road, Suite 200, Fayetteville, AR 72703-4099.

13. Wal-Mart Stores East, LP, is the successor in interest to Cocoa Master Development, LLC, which was the successor in interest to Brevard Crossings, LLC, the

original Developer for the Brevard Crossings project and has authority to take any actions in regard to the Property and the Cocoa Logistics and Business Center that are the subject of this City Development Order.

SECTION II. CONCLUSIONS OF LAW

1. The Cocoa Logistics and Business Center Project shall be consistent with the City's Comprehensive Plan.

2. Subject to Wal-Mart Stores East, LP acquiring the Property, this City Development Order will become effective consistent with the provisions of Section XI C, and will constitute final approval for Cocoa Logistics and Business Center, as more particularly detailed in the Terms and Conditions of Development set forth herein; provided, however, any and all development provided for herein is subject to review and approval by the City in accordance with adopted development review procedures.

SECTION III. TERMS AND CONDITIONS OF DEVELOPMENT

The following terms and conditions of development approval are imposed upon Cocoa Logistics and Business Center and are accepted by the Developer for itself and on behalf of the developers of one or more sites within the Project (the "Site Developers") who take title from the Developer.

1. GENERAL

A. Cocoa Logistics and Business Center shall be developed in accordance with the City's Land Development Code, unless otherwise provided by the conditions of this City Development Order. This City Development Order shall prevail over any conflicting provision in the City's Land Development Code.

B. Cocoa Logistics and Business Center shall consist of no more than the specifically

described development program set forth below and on the Master Development Plan attached hereto as Exhibit "B," unless the trip conversion table attached hereto as Exhibit "C" is used to modify the development program.

1. Development Program: The mix of uses for the Cocoa Logistics and Business Center shall not exceed the intensities established for the Brevard Crossings Regional Activity Center under the City's Comprehensive Plan, Future Land Use Element, Policy 1.1.2.7.N, Subarea Policy 2, and. shall consist of not more than 1,020,000 square feet of industrial (including 420,000 square feet of warehouse and 600,000 square feet of distribution center); 270 room hotel; 150,000 square feet of office; 28,000 square feet of commercial; 8,000 square office of high-turnover (sit-down) restaurant and a one (1) acre municipal services parcel unless this Development Program is modified as provided for in this City Development Order.

2. Location: Cocoa Logistics and Business Center is located within the municipal limits of the City of Cocoa, Florida.

3. Acreage: 271.3± acres.

4. Legal Description: A legal description for the Property is attached as Exhibit "A."

5. Master Development Plan: The Master Development Plan is attached as Exhibit "B."

The Developer may increase or decrease the amount of a particular land use within the approved development program by using the conversion table, attached as Exhibit "C," which is based on equivalent PM peak hour peak directional trip ends. Use of the conversion table may increase or decrease the total amount of each land use by no more than the amount allowed in Future Land Use Policy 1.1.2.7.E. of the City's Comprehensive Plan. Greater

changes than those permitted under the aforesaid Policy, considered cumulatively, shall be subject to a comprehensive plan amendment amending the maximum intensities set forth in Subarea Policy 2. Additionally, the change must address impacts to the potable water usage and identify if the potable water capacity and allocation under the applicable consumptive use permit are available, taking into consideration any reclaimed water capacity that may be available. Additionally, the change must address any impacts to the surface water management system. Any time the conversion table is to be used, the City, FDOT, and the St. Johns River Water Management District ("SJRWMD") must be provided notice of the proposal at least 60 days in advance of the change. Notwithstanding any terms or conditions to the contrary herein, upon execution of this City Development Order, Developer shall be entitled, at such time as Developer deems necessary, to proceed with site-clearing and site-preparation activities on the Property for Phase 1 (as defined in Section 4, Paragraph A) prior to other final permit approvals being granted by the City for the Project. Site-clearing and site-preparation activities shall consist of vegetation removal, grading, construction of erosion control measures, storm water retention ponds and fill for building pads. Prior to commencing work, the Developer will provide the City with a written certification from the project engineer and/or other applicable consultant certifying that the work to be performed is in compliance with applicable environmental laws and permits, including, but not limited to, laws applicable to endangered or threatened species, artesian water wells, wetlands, hazardous materials, and historical artifacts. In the event that the Project is unreasonably delayed or abandoned by the Developer, the City may require, upon written notice to the Developer, that the Developer implement a restoration plan for the site in order to protect the public health, safety and welfare including, but not limited to, re-grading the site to eliminate unusually high stockpiles, eliminate unsafe conditions, grass and mulch, fencing access roads,

and maintaining silt fences.

2. HISTORICAL RESOURCES

Construction personnel working on the Property shall be notified, through posted advisories or other methods, of the potential for archaeological artifact discoveries on the site and to report suspected findings to the project manager. In the event of discovery of artifacts of historical or archaeological significance during construction, the Site Developer shall stop construction at the site of discovery and notify the City and the Division of Historic Resources of the Florida Department of State. From the date of notification, construction shall be suspended within a 100-foot radius of the site of discovery for a period of up to 120 days to allow evaluation of the site.

3. NATURAL SYSTEMS

A. Except as otherwise allowable by this City Development Order, the City Comprehensive Plan or any applicable permit issued in accordance with state or federal law, site development related activities shall not result in the harming, pursuit or harassment of wildlife species classified as endangered, threatened or a species of special concern by either the state or federal government in contravention of applicable state or federal laws. Should such species be determined to be residing on, or be otherwise significantly dependent upon all or a portion of the Cocoa Logistics and Business Center site, the Site Developer shall immediately notify the City, the Florida Fish and Wildlife Conservation Commission and the United States Fish and Wildlife Service. The Site Developer shall cease all activities which might negatively affect that individual or population until directed otherwise by the jurisdictional wildlife agency. The Site Developer shall provide proper protection, to the satisfaction of all agencies with jurisdiction. "Harming" and "harassment" as used in this recommendation shall be defined in the same

manner as “harm” and “harass” respectively are defined in 50 CFR Section 17.3.

B. Mitigation for wetland impacts has been completed as prescribed in Environmental Resource Permits issued by the SJRWMD (Permit Number: 64579). If the Developer or a Site Developer proposes any change to an approved permit that would result in additional wetlands impact or any modification to an approved mitigation plan, the Developer or Site Developer, as applicable, shall provide written notice and a detailed description of the proposed change to the City, simultaneously with submittal of the permit modification application to the permitting agency. A copy of this City Development Order shall be forwarded to all relevant federal, state and permitting agencies, such as the U.S. Army Corp of Engineers and the St. Johns River Water Management District.

C. The surface water management system for the Project shall be constructed, regularly inspected, and maintained in accordance with SJRWMD permit approvals. In addition, where practical and appropriate, and solely pertaining to Phase 2 of the Project, a surface water management system shall be designed, constructed and operated using low impact development (“LID”) strategies and techniques as set forth in the City’s Comprehensive Plan. The Developer shall demonstrate to the satisfaction of the City that the entity(ies) proposed to assumed responsibility for the Cocoa Logistics and Business Center’s surface water management system will have defined duties and responsibilities regarding the operation and maintenance of the surface water management system. These responsibilities shall include sufficient legal authority and power to establish the mandatory collection of fees or assessments, or both from all property owners or users for financing the operation, replacement and maintenance of all components of the Cocoa Logistics and Business Center’s surface water management system.

D. The Developer must comply with City of Cocoa Comprehensive Plan Objective

6.1.1, wherein stormwater facility(ies) shall be attenuated so as to not increase the flood stage experienced by properties in the Cox Road drainage basin. The site plan stormwater narrative shall also contain data, calculations, and any other relevant information to ensure an accurate confirmation of no net increase nutrient loading to the receiving water bodies, i.e, the St. Johns River.

- i. As an alternative to providing additional on-site storage to attenuate offsite discharge, the development may design, construct, and install an upgraded drainage conveyance system with increased capacity along Cox. Road. This drainage conveyance system shall be designed to handle future build-out conditions with maximum impervious areas and shall include providing positive outfall, including driveway, south to SR520.
- ii. The City agrees to participate in leveraging future project stormwater utility fees to construct off-site stormwater improvements to reduce existing flood stage in the Cox Road drainage basin. Toward this end, the City will calculate and leverage up to five (5) years of stormwater fees related to the Project to design, engineer and construct, in partnership with the Developer, the aforementioned stormwater improvements.

E. The Cocoa Logistics and Business Center stormwater facilities shall be designed to treat the runoff for a 25-year frequency, 24-hour duration storm event to address flooding concerns. Moreover, development shall not reduce the flood storage capacity of the project so as to impact adjoining properties or degrade the quality of the receiving surface water body (St. Johns River); however, the developer may utilize compensating storage to achieve the intensity authorized in the development program provided that any proposed alteration to the 100-year

floodplain or to isolated flood prone areas shall not adversely impact the drainage of adjacent properties or public drainage facilities consistent with the requirements of Future Land Use Policy 1.1.2.7 G and H.

F. Potable Water – Potable Water is available along Cox Road and along SR524 for use within the property. The construction of a water main extension will be required to serve the entire parcel and should be sized appropriately. A looped connection from S.R.524 to Road Cox will be required for reliability and fire flow as part of Phase 2. Water mains constructed within proposed rights of way will be dedicated to the city for ownership, operation and maintenance. A master utilities plan will be required to be submitted and approved by City staff in conjunction with Phase 2 design and development.

G. Sanitary Sewer – Sanitary sewer may be obtained via two options. Option 1 is to construct an internal private force main and lift station and connect to the proposed lift station being constructed by Brevard Robotics, Inc. and cost share certain expenses according to Force Main Reimbursement Agreement between City of Cocoa and Brevard Robotics, Inc. Option 2 is to construct a private force main to be located along north property line on S.R.524 and connect to the proposed force main at S.R.524 and Cox Road constructed by Brevard Robotics, Inc. Certain expenses and cost sharing would still be required to connect to the force main per the Force Main Reimbursement Agreement. All force mains constructed in the rights of way will be dedicated to the city for ownership, operation and maintenance. A master utilities plan will be required to be submitted and approved by staff in conjunction with Phase 2 design and development.

H. Reclaimed Water – Reclaimed water is available along Cox Road. The construction of a reclaimed main extension will be required to serve the entire parcel and will be

sized appropriately or shall be upsized in conjunction with Phase 2 development. Reclaimed water mains constructed within proposed rights of way will be dedicated to the city for ownership, operation and maintenance. A master utilities plan will be required to be submitted and approved by City staff in conjunction with Phase 2 design and development.

I. To meet the non-potable water use demands for Brevard Crossings, the Project shall use, in order of priority:

- (1) reclaimed wastewater,
- (2) treated stormwater,
- (3) non-potable quality groundwater, or
- (4) potable water.

unless unavailable or prohibited by the Florida Department of Environmental Protection, the SJRWMD, or other jurisdictional regulatory agency.

J. To minimize dependence on groundwater irrigation, plants listed in the Guide to Florida Friendly Landscaping published by the University of Florida shall be utilized as much as practicable throughout the site.

K. Portions of natural upland plant communities that are retained and maintained in their original state shall not be irrigated unless it becomes crucial to their survival nor shall non-native vegetation be introduced by the Site Developer or be allowed to become established within such retained areas.

L. All structures within Phase 1 of the Project shall utilize Ultra Low Flush Toilets with an effective flush volume of 1.6 gallons/flush or lower and bathroom faucets shall have flow restrictors limiting flow to 0.6 GPM or less. All structures within Phase 2 of the Project shall utilize ultra-low volume water use plumbing fixtures, self-closing and/or metered water

faucets, and other water conserving devices and/or methods. These Phase 2 devices and methods shall meet the criteria outlined in the water conservation plan of the public water supply permit issued to the City by the SJRWMD.

4. TRANSPORTATION

A. For purposes of the transportation conditions, the Development shall be divided into the following traffic phases:

Phase	Net New External PM Peak Hour Trips*			External PM Peak Hour Trips**		
	Total	Entering	Exiting	Total	Entering	Exiting
1	89	50	39	89	50	39
2 (cumulative)	638	226	412	824	308	516

*Includes new external trips only (after reducing for internal capture and pass-by trips).

**Includes new external trips, plus pass-by and diverted trips (but not internal capture).

"Phase 1" consists of the 600KSF Distribution Center.

"Phase 2" consists of all remaining development.

B. Only site-related improvements shall be required during Phase 1 of the Project as set forth in Section III.4.A. of this City Development Order. As used herein, the term "Site-related Improvements" shall have the same meaning this term has in the Brevard County Transportation Impact Fee Ordinance, see Sec. 62-805 of the Brevard County Code of Ordinances. The Developer or Site Developer shall be fully responsible for funding the cost of designing, engineering, permitting and constructing any Site-related Improvements. Site-related Improvements shall not be eligible for transportation impact fee credits or mobility fee credits, if either transportation impact fees or mobility fees have been duly adopted and are applicable to new development in the City. Any funds spent by the Developer on Site-related Improvements shall not count toward satisfaction of the Developer's proportionate share of mitigation costs for SR 524.

C. At such time as a County or City Ordinance is effective that charges fees for the purpose of transportation mitigation or mobility, development within the Project shall be assessed the required fees at the duly enacted rates, which fees shall be payable in cash or through the assignment of impact fee credits that the Developer has available for use at the time an impact fee payment is due.

D. The City shall vest the Project for the development program as set forth in Section III.4.A. of this City Development Order (638 PM net new external peak hour trips on SR 524). It should be noted that the formerly approved Development Order vested the Brevard Crossings Regional Activity Center in Phase 1(a) for 806 PM net new external peak hour trips on SR 524). The cumulative net new external PM peak hour trips previously approved, via three phases, totaled 3,560 trips. Thus, any changes to the Cocoa Logistics and Business Center Development Program, consistent with the requirements set forth in this Development Order, prior to the issuance of any building permit for a structure that would cause the cumulative number of net new PM peak hour trips generated by the Project to exceed 638, a written agreement among the Developer, the City and FDOT shall be required, as a condition precedent to issuance of said building permit, to address future phasing and funding of the S.R. 524 Improvements in a manner consistent with the applicable laws and regulations in effect at that time.

E. The Developer shall be responsible for SR 524 Improvements as required by FDOT or those improvements to SR 524 and or SR 524 and I-95 interchange requested by the Developer and approved by FDOT.

F. The Developer represents that an access road connecting to Cox Road is necessary for associate and customer ingress and egress to the development site after Phase 2

begins development. The access road shall be a public road which will be conveyed to the City upon completion. Furthermore, the Developer has requested a signalized intersection on Cox Road for the access road to the development site. The Developer shall be solely responsible for the costs to construct the access road and to signalize the Cox Road intersection with a mast arm and traffic signal in accordance with the design approved by the City.

- i. Upon installation of the mast arm traffic signal and subject to the inspection and approval by the City, the City will assume responsibility for maintenance.
- ii. The Developer shall adequately address vehicle and truck traffic in the design of the Cox Road access road to the satisfaction of the City, including but not limited to limiting ingress/egress from the Distribution Facility and future Warehousing Facility(ies) to SR 524 exclusively, thus restricting truck traffic from Cox Road. Traffic restrictions imposed on the Cox Road access road shall be posted with appropriate traffic control signage by the City and violations shall be subject to traffic citations issued by law enforcement. Further, restrictions shall include additional signage posted by the Developer to delineate dedicated truck only routes within the overall development site to limit joint use by passenger vehicles and pedestrians to, from and within the mixed-use development (commercial/office/hotel) portion of the site.
- iii. Only vehicles and trucks not exceeding Class 6 shall be permitted to utilize the Cox Road access road to exit from the development

site and facility(ies). Design of the new Cox Road access road shall be in accordance with appropriate FDOT/AASHTO geometric design of truck routes and the requisite and appropriate FDOT/AASHTO pavement design for expected truck loading.

G. The original 2002 Development Order required reconstruction of Cox Road from SR 524 to SR 520 and the improvement of Cox Road, Lake Drive, and SR 520 intersection due to the anticipated volume of traffic related to the former development program.

- i. The improvements of the Cox Road, Lake Drive and SR 520 intersection have already occurred since the adoption of the original 2002 Development Order.
- ii. The parties acknowledge for purposes of this Development Order, Developer submitted to the City a Traffic Impact Analysis Report prepared by Kimley Horn, which was title "Citizen Kane Development Traffic Impact Analysis" and dated April 2016 ("2016 Traffic Report"). Prior to permitting and developing Phase 2, Developer shall update the 2016 Traffic Report so the City may evaluate and determine whether the traffic impacts generated from the Project, as of the date of the updated 2016 Traffic Report, are consistent with the findings and conclusions contained in the 2016 Traffic Report. Prior to the issuance of any building permit for a structure in Phase 2 that would cause the cumulative number of net new PM peak hour trips generated by the Project to exceed 147 on Cox Road, a written agreement among the Developer, the City and County shall be required, as a condition

precedent to issuance of said building permit, to address future phasing and funding of Cox Road improvements in a manner consistent with the applicable laws and regulations in effect at that time.

- iii. In the event Developer commences the permitting of any portion of Phase 2 before Phase 1 is completed and operational, the updated 2016 Traffic Report required in Paragraph G ii. above, shall be prepared six (6) months after the certificate of occupancy has been issued by the City for Phase 1. Prior to the issuance of any additional building permit or certificate of occupancy for a structure in Phase 2 that would cause the cumulative number of net new PM peak hour trips generated by the Project to exceed 147 on Cox Road, a written agreement among the Developer, the City and County shall be required, as a condition precedent to issuance of said building permit or certificate of occupancy, to address future phasing and funding of Cox Road improvements in a manner consistent with the applicable laws and regulations in effect at that time.

H. As an integral part of site development within Cocoa Logistics and Business Center, each Site Developer shall comply with the Development Guidelines included in Appendix A, Article XI, Section 20 of the City Code and the supplemental Development Guidelines that will be timely proposed by the Developer, in writing, for City staff review and comment after the Effective Date of this Development Order. Said Guidelines shall be subject to the final, written approval of the City Council. If there is a conflict between the Development Guidelines in Appendix A, Article XI, Section 20 of the City Code and the Development

Guidelines subsequently approved pursuant to this City Development Order, the Development Guidelines subsequently approved shall prevail.

I. If the parties cannot reach agreement independently regarding any of the commitments specified in this City Development Order, or if so desired by the parties at any time, then the issues in dispute shall be submitted to voluntary mediation with a mutually agreeable mediator..

J. The Developer agrees to donate a one-acre parcel for the City's development for municipal purposes, such as a police sub-station, City Hall Annex, etc. (the "Municipal Services Parcel"). The donation of the site shall occur within 120 days following the Effective Date of this Development Order subject to reasonable closing extensions that may be mutually agreed upon to complete the conveyance of the Municipal Service Parcel to the City. The specific location of the Municipal Services Parcel shall be at the discretion of the Developer with generally having access to a primary road within the development site, and shall be approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

K. The City acknowledges and agrees that it has an adequate supply of affordable and workforce housing and, therefore, the Project shall not be required to provide additional affordable or workforce housing.

SECTION V. LOCAL MONITORING

Compliance with the terms and conditions of this City Development Order shall be monitored through the provisions of the established review and approval process for development pursuant to the City's monitoring procedures. The City's Community Services Director, or his authorized designee, shall be the official responsible for

monitoring compliance by the Developer with this City Development Order.

SECTION VI. RESTRICTIONS ON DOWN ZONING

This City Development Order shall not be subject to down zoning or intensity reduction unless the City can demonstrate that substantial changes in the conditions underlying the approval of this City Development Order have occurred, or that this City Development Order was based upon substantially inaccurate information provided by the Developer, or that the change is clearly established by the City to be essential to the public health, safety or welfare.

SECTION VII. APPLICABLE LAW AND LIMITATION OF REMEDIES

This City Development Order and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. The parties expressly agree that the consideration, in part, for each of them entering into this City Development Order is the willingness of the other to limit the remedies for all actions arising out of or in connection with this City Development Order.

A. Limitations on City's Remedies. Upon any failure by the Developer or a Site Developer to perform its obligations under this City Development Order, the City shall be limited strictly to only the following remedies:

- 1) action for specific performance; or
- 2) action for injunctive relief; or
- 3) the withholding of development permits and other approvals or permits from the delinquent party; or
- 4) action for declaratory judgment regarding the rights and obligations of the parties; or
- 5) any combination of the foregoing.

In addition to the foregoing, nothing in this City Development Order prohibits or estops the City from exercising its power of eminent domain with respect to any portion of the Property, as the

City may lawfully elect.

B. Limitations on Developer's or Site Developer's Remedies. Upon any failure by the City to perform its obligations under this City Development Order, the Developer or Site Developer shall be limited strictly to only the following remedies:

- 1) action for specific performance; or
 - 2) action for injunctive relief; or
 - 3) action for declaratory judgment regarding the rights and obligations of the parties;
- or
- 4) any combination of the foregoing.

The parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this City Development Order by the other. The parties expressly agree that each party shall bear the cost of its own attorney fees for any action arising out of or in connection with this City Development Order. Venue for any actions initiated under or in connection with this City Development Order shall be in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida.

SECTION VIII. RECORDING AND BINDING EFFECT

This City Development Order or any subsequent modification of this City Development Order shall be recorded by the City in accordance with Section 28.222, Florida Statutes, with the Clerk of the Circuit Court for Brevard County, Florida, at the City's expense, within 10 days following the Effective Date as defined in Section XI.C. This City Development Order shall run with the Property and shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the Developer.

SECTION IX. DEVELOPER'S CONSENT

The Developer, by executing this City Development Order, acknowledges that this City Development Order and the conditions of approval contained herein apply to and control all

further development of the Property.

SECTION X. EFFECT OF CITY DEVELOPMENT ORDER

Upon recordation as set forth in Section VIII, this City Development Order shall supersede all previous DRI Development Orders, Corrections, and Amendments thereto, specifically including the Original City Development Order, Original Development Order recorded at OR Book 4557, Page 0001, the First Amended Development Order recorded at OR Book 4915, Page 1837, the Second Amended Development Order recorded at OR Book 5167, Page 2408, the Third Amended Development Order recorded at OR Book 5788, Page 8883, and the City of Cocoa Development Order For Brevard Crossings recorded at OR Book 6269, Page 1528, all of the Public Records of Brevard County, Florida. This City Development Order governs all conditions and requirements for development of the Property.

SECTION XI. MISCELLANEOUS

A. Further Documentation. The parties agree that at any time following a request therefor by the other party, each of the parties shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of the parties hereunder and the consummation of the transactions contemplated hereby.

B. Counterparts. This City Development Order may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

C. Effective Date; Termination. The effective date of this City Development Order (the "Effective Date") between the parties shall be the later of (i) the last one of the parties has properly executed this City Development Order as determined by the date set forth immediately below their respective signatures, and (ii) Developer has purchased the entire Property. If

Developer fails to close on the purchase of the entire Property within one (1) year from the date that this Development Order is approved by the City Council, this Development Order shall automatically be deemed null and void and of no force and effect. The Developer shall periodically keep the City advised as to the status of the closing and shall be required to notify the City, in writing, of the occurrence of the closing within twenty-four hours of the closing.

D. Development Permits. Nothing herein shall limit the City's authority to grant or deny any development permit application or request subsequent to the Effective Date of this City Development Order under the terms hereof or pursuant to any duly adopted City Ordinance. The failure of this City Development Order to address any particular City, County, State and/or Federal permit, condition, term, or restriction shall not relieve the Developer or the City of the necessity of complying with the law governing said permitting requirements, condition, term, or restriction.

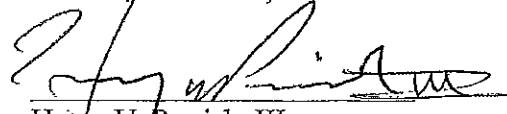
E. Sovereign Immunity. Nothing contained in this City Development Order shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or any other limitation on the City's potential liability under applicable State or Federal law.

F. City's Police Power. The Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this City Development Order be construed as bargaining away or surrendering its police powers.

G. Rendition of Development Order. Notwithstanding the conditional Effective Date as defined in Section XI.C., this Development Order shall be deemed rendered and declared a final written decision of the City on the date that this Development Order is approved by the City Council at a public meeting.

ADOPTED THIS 14th DAY OF MARCH, 2017 BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA.

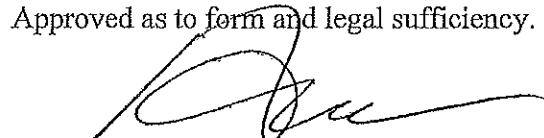
CITY OF COCOA, FLORIDA


Henry U. Parrish, III
Mayor



Carrie Shealy, CMC
City Clerk

For the use and reliance of the City of Cocoa only.
Approved as to form and legal sufficiency.


Anthony A. Garganese, City Attorney

WAL-MART STORES EAST, LP.

WITNESSES:

[Signature]
Print Name: Myles Cochran

[Signature]
Print Name: Lisa M. Garcia

By: [Signature]

Print Name: Brian Hooper
Its: Authorized Signatory

Date: 4/18/17

STATE OF Arkansas
COUNTY OF Benton

The foregoing instrument was acknowledged before me this 18 day of April, 2017
by Brian Hooper, as Authorized Signatory of WAL-MART STORES EAST, LP,
a Delaware limited liability company. He is X personally known to me, or has produced the
following identification _____.

[Signature]
Notary Public

Commission Expires: 7/9/23

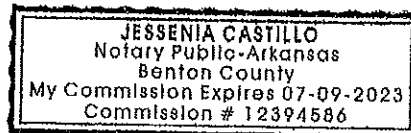


Exhibit "A"

LEGAL DESCRIPTION

A parcel of land lying in the East 1/2 of the Southwest 1/4, the Southeast 1/4 and the Northeast 1/4 of Section 23, Township 24 South, Range 35 East, all lying southerly of State Road No. 524, a 200.00 foot wide right-of-way per Right-of-Way Map Section 70220-2402; being a portion of the lands as described in O.R. Book 1382, Page 0044 which lie westerly of the East 486.00 feet of said Southeast 1/4 and of said Northeast 1/4, and all of the lands as described in O.R. Book 1390, Page 1010, O.R. Book 1397, Page 0476, O.R. Book 1446, Page 0565, O.R. Book 2074, Page 0321, O.R. Book 3577, Page 2205, O.R. Book 3499, Page 4221 and O.R. Book 4091, Page 2774, all as recorded in the Public Records of Brevard County, Florida; together with a parcel of land lying in the Northeast 1/4 and the Northwest 1/4 of Section 26, Township 24 South, Range 35 East, being all those lands as described in O.R. Book 1849, Page 0491, O.R. Book 2890, Page 0258, O.R. Book 3455, Page 4431, O.R. Book 3633, Page 4027, O.R. Book 3945, Page 0045 and a portion of those lands as described in O.R. Book 3034, Page 4427, all being recorded in said Public Records; said overall parcel being more, fully described as follows:

Commence at the southeast corner of said Southeast 1/4 corner of Section 23; thence S.89°56'20"W., along the south line of said Southeast 1/4, a distance of 885.00 feet to the northeast corner of said lands per O.R. Book 3945, Page 0045 and to the Point-of-Beginning of the lands herein described; thence S.00°17'58"W., along the east line of said lands per O.R. Book 3945, Page 0045 and parallel with the east line of said Northeast 1/4 of Section 26, a distance of 265.61 feet to a point 66.00 feet north, by right angle measure, of the fifth (5th) course of said lands per O.R. Book 3945, Page 0045; thence N.89°56'20"E., parallel with said fifth (5th) course, a distance of 840.00 feet to the west right-of way line of the 45.00 foot wide right-of-way of Cox Road as described in O.R. Book 0587, Page 0595 of said Public Records; thence S.00°17'58"W., along said west right-of-way line, a distance of 66.00 feet to an intersection with the easterly projection of the fifth (5th) course of said lands as described per O.R. Book 3945, Page 0045; thence departing said west right-of-way line, S.89°56'20"W., along said easterly projection, a distance of 618.11 feet to the east line of the Northwest 1/4 of the Northeast 1/4 of said Northeast 1/4 of Section 26 and to said east line of the lands per O.R. Book 3945, Page 0045; thence S.00°19'45"W., along said east lines, a distance of 331.62 feet to the south line of said Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 and of said lands per O.R. Book 3945, Page 0045; thence S.89°56'21"W., along said south lines, a distance of 663.28 feet to the east line of the South 1/2 of the Northwest 1/4 of said Northeast 1/4 of Section 26 and of the said lands described per O.R. Book 1849, Page 0491; thence S.00°21'33"W., along said east lines, a distance of 663.23 feet to the south line of said South 1/2 and of said lands per O.R. Book 1849, Page 0491; thence S.89°56'22"W., along said south lines and along the south line of said lands described per O.R. Book 2890, Page 0258, a distance of 1327.25 feet to the east line of said Northwest 1/4 of Section 26 and of said lands described per O.R. Book 3633, Page 4027; thence S.00°25'07"W., along said east lines, a distance of 611.43 feet to the south line of said lands per O.R. Book 3633, Page 4027; thence S.89°56'25"W., along said south line, a distance

of 1258.55 feet to the easterly right-of-way line of a 60.00 foot wide right-of-way per O.R. Book 1531, Page 0691 and O.R. Book 1531, Page 0693 of said Public Records and the westerly line of said lands per O.R. Book 3633, Page 4027; thence along said easterly right-of-way line and said westerly line of said lands per O.R. Book 3633, Page 4027 the following three (3) courses to wit; N.30°14'02"W., a distance of 34.29 feet to a point-of-curvature of a 120.00 foot radius circular curve concave to the east; Northerly, along an arc of said curve, through a central angle of 30°40'13", an arc distance of 64.24 feet to a point-of-tangency; N.00°26'11"E., a distance of 1858.02 feet to the south line of said Southwest 1/4 of Section 23; thence N.89°33'59"W., along said south line of the Southwest 1/4, a distance of 5.00 feet to the east right-of-way line of a 50.00 foot wide service road (a.k.a. Tract 4126) as shown on said Map Section 70220-2402 and to the west line of said lands per O.R. Book 3499, Page 4221; thence N.00°24'30"E., along said east right-of-way line and said west of the lands per O.R. Book 3499, Page 4221, a distance of 795.86 feet to the southerly right-of-way line of said State Road No. 524; thence N.53°28'30"E., along said southerly right-of-way line and the northerly lines of said lands as described in O.R. Book 3499, Page 4221, O.R. Book 1446, Page 0565, O.R. Book 1382, Page 0044, O.R. Book 3577, Page 2205, O.R. Book 2074, Page 0321, O.R. Book 1390, Page 1010, O.R. Book 4091, Page 2774 and O.R. Book 1397, Page 0476, a combined distance of 4322.62 feet to the west line of said East 486.00 feet of the Northeast 1/4 of Section 23; thence S.00°17'16"W., along said west line of the East 486.00 feet, a distance of 718.66 feet to the north line of said Southeast 1/4 of Section 23; thence S.00°16'36"W., along the west line of said East 486.00 feet of the Southeast 1/4, a distance of 2391.43 feet to the westerly projection of the north line of the 66.00 foot wide right-of-way of Pine Tree Place as described in O.R. Book 2568, Page 2856 of said Public Records; thence departing said west line of the East 486.00 feet of the Southeast 1/4 N.89°56'20"E., along said westerly projection and parallel with said south line of the Southeast 1/4, a distance of 398.89 feet to the northerly projection of said east of the lands per O.R. Book 3945, Page 0045; thence departing said westerly projection, S.00°17'58"W., along said northerly projection, a distance of 266.00 feet to the Point-of-Beginning.

Containing 271.31 acres (11,818,228.82 square feet), more or less, and being subject to restrictions, limitations, easements and/or any other rights-of-way of record.

Exhibit "B"

MASTER DEVELOPMENT PLAN

Exhibit "C"

CONVERSION TABLE

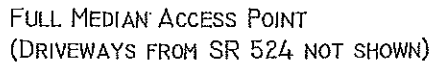
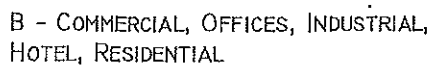
TO	FROM			
	Hotel	Office (KSF)	Industrial (KSF)	Retail (KSF)
Hotel (RM)	1.000	.867	1.923	4.881
Office (KSF)	0.259	1.000	0.497	1.262
Industrial (KSF)	0.520	.011	1.000	.538
Retail (KSF)	0.205	0.792	0.394	1.000

Based on equivalent PM peak hour peak direction trips.

Example Application:

200 KSF Office to Hotel = $200 \times 3.867 = 773$ rooms

A - INDUSTRIAL



LAND USE

1. COMMERCIAL
2. HIGH TURNOVER RESTAURANT
3. OFFICE
4. WAREHOUSE/DISTRIBUTION CE
5. HOTEL
6. MUNICIPAL SERVICES PARCEL

PROJECT TOTAL

20,000 SF

8,000 SF

150,000 SF

1,020,000 SF

270 ROOMS

1.0 AC



Location and number of crossings over FPL Easement are conceptual. Actual crossings will be based on FPL approval.

Kimley»»Horn

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801 21st STREET, SUITE 300, VERO BEACH, FL 32960
PHONE: 772-562-7981 FAX: 772-562-9689
WWW.KIMLEY-HORN.COM CA 00000695

COCOA LOGISTICS AND
BUSINESS CENTER

EXHIBIT B MASTER DEVELOPMENT PLAN

SHEET NUMBER

EX-B

RESOLUTION NO. 2025-027

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 13th day of May, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



City of Cocoa Budget Adjustment Form FY 2025 - 061-A

SELECT ADJUSTMENT TYPE: Budget Amendment

REQUESTING DEPARTMENT #: 3570

DATE PREPARED: 5/2/25

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 500	423-0000-336.00-00	WMLAND	CONTRIBUTIONS & DONATIONS			\$ 500	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 500	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 500	423-3570-538.61-00	WMLAND	SW UTILITY / LAND (Walmart land donation)			\$ 500	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 500	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Part 1 of 2 To accept the land donation from Walmart Inc. Value of the land was determined by Garganese et. al. (City Attorney).
Legal description Township 24 South, Range 35 South Section 23 -00-13.

Agenda 25-410

City Council Approval Needed?

Yes. ☒

No. ☐

DATE APPROVED:

RESOLUTION #:

2025-027

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.

Frank Mirabito
Digitally signed by Frank Mirabito
Date: 2025.05.05 12:45:56 -04'00'

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.05.05 14:04:38 -04'00'

Requestor's Signature

Finance Approval Signature

Finance Director's Signature

Abigail Morgan
Digitally signed by Abigail Morgan
Date: 2025.05.05 13:10:10 -04'00'

Lora Howell
Digitally signed by Lora Howell
Date: 2025.05.05 15:59:48 -04'00'

Department Director's Signature

Deputy Fin. Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered:

Entered By:

Group #:



City of Cocoa Budget Adjustment Form FY 2025 - 061-T

SELECT ADJUSTMENT TYPE: Budget Transfer

REQUESTING DEPARTMENT #: 3570

DATE PREPARED: 5/2/25

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
(\$ 1,531)	423-3570-538-39-00		CONTINGENCY (Land Closing Costs)			(\$ 1,531)	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
(\$ 1,531)	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 1,531	423-3570-538.61-00	WMLAND	SW UTILITY / LAND (Land Closing Costs)			\$ 1,531	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 1,531	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Part 2 of 2 To transfer funds from contingency to cover the closing costs for the parcel of land donated to the city by Walmart Inc. Value of the land was determined by Garganese et. al. (City Attorney). Legal description Township 24 South, Range 35 South Section 23 -00-13.

Agenda 25-410

City Council Approval Needed?

Yes. ☒

No. ☐

DATE APPROVED:

RESOLUTION #:

2025-027

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.

Frank Mirabito
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Date: 2025.05.05 12:45:09 -04'00'

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.05.05 14:04:56 -04'00'

Requestor's Signature

Finance Approval Signature

Finance Director's Signature

Abigail Morgan
Digitally signed by Abigail Morgan
Date: 2025.05.05 13:10:40 -04'00'

Lora Howell
Digitally signed by Lora Howell
Date: 2025.05.05 16:01:36 -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: May 8, 2025
Agenda Date: May 13, 2025
File ID: 2025-447
Prepared By: Monica Arsenault, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action: The City of Cocoa's Open Board Vacancies.

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 31, 2025

Code Enforcement Board

- 1 Alternate member vacancy

Police Advisory Board

- 3 Regular member vacancies

Police Pension Board

- 1 Regular member vacancy

Sustainability Advisory Board

- 4 Regular member vacancies, 3 terms expired 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 Boards: Additionally, special rules apply. Chs. 175 and 185, Fla. Stat.
- Cocoa Housing Authority: Additionally, special rules apply. The Mayor appoints and Council approves per Ch. 421, Fla. Stat.

Application Process:

Interested residents can apply on the City of Cocoa's website at <https://www.cocoaf1.gov/119/Vacancies>.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

The City of Cocoa's Open Board Vacancies.

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.

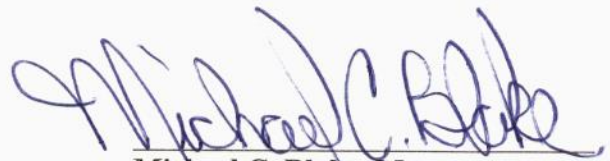
- c. The process of voting by ballot herein adopted supersedes the procedure for appointments of boards and committees established in Resolution 2013-99 of the City Council Rules of Procedure, Article XII, Section A.

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.

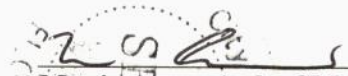
Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding 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: May 8, 2025
Agenda Date: May 13, 2025
File ID: 2025-448
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Bi-Weekly Report for April 18, 2025-May 7, 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 April 18, 2025-May 7, 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: April 18 – May 7, 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: 21 received/ 12 closed out - \$0 collected in fees
- Employment opportunities link: <https://www.governmentjobs.com/careers/cocoafl>
- New employees
 - Joanne Bryce – Accounts Payable Clerk, Finance/General Accounting, April 21, 2025
 - Dalyn Sims – Help Desk Support Technician, Information Technology, April 14, 2025
- Recent promotions
 - N/A
- Upcoming retirements
 - Terry Brizendine – Field Inspector II, Utilities/Engineering, May 2, 2025 – 11 Years of Service

Communication and Economic Development

- Media Stories:
 - [Cocoa Police K-9 Officer Draco Wows Crowd at 'Woof it Up' Event at Riverfront Park](#)

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- [City of Cocoa to Host District 3 Townhall Meeting at Catherine Schweinsberg Rood Central Library April 24](#)
- [Healthcare update: Know Your Urgent Care, Emergency Room Locations and Options](#)
- [City of Cocoa: What Closure of Orlando health Rockledge Hospital Means for City of Cocoa](#)
- [Adding Fluoride to water draws pushback in Cocoa](#)
- [Save the date: Cocoa's Annual Hurricane Preparedness Expo Set for May 27](#)
- [Public Service Spotlight: Cocoa Police Department Makes Promotions, Swears in New Officers](#)
- [Cocoa Police Department Welcomes New Officer Carly Rosas with Special Swearing-in Ceremony](#)
- [Cocoa Police Provide Tips for Protecting Yourself from Identity Theft](#)
- [Drug Take-Back Day by Cocoa Police Department Set April 26](#)
- New News Releases:
 - [What the Closure of Orlando Health Rockledge Hospital Means for Cocoa](#)
 - [Historic Cocoa Village Named Florida Main Street Program of the Month](#)
 - [April is Water Conservation Month in Florida](#)
- Social media/e-newsletter statistics
 - [Facebook](#)
 - Post reach: 70,082
 - Post engagement: 6,814
 - Followers: 16,819
 - [Twitter](#)
 - Followers: 3,658
 - [LinkedIn](#)
 - Post impressions: 390
 - Followers: 1,394
 - [NextDoor](#)
 - Impressions: 751
 - Members: 5,903
 - [April e-newsletter](#) (Sent 4/7/25)
 - Sent to 796 contacts
 - 46% open rate (average open rate for e-mail marketing in 2024 is 20%)
 - Next printed FYI Newsletter mails July 1, 2025.
- Upcoming special events at Leisure Services facilities:
 - [**AEG Presents Chace Rice Go Down Singin' International Tour 2025**](#)
 - April 25, 2025, 6-10:30pm
 - Riverfront Park
 - [**The Preclampsia Foundation presents the Space Coast Promise Walk**](#)
 - May 3, 2025, 7-10am
 - Myrt Tharpe Square Gazebo
 - [**HCVMS Summer Art and Craft Fair**](#)
 - May 10, 2025, 10am-6pm
 - Cocoa Village and Riverfront Park

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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

No report.

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Fire Department

- Department advertised position vacancies and selected 1 new member starting on May 12th.
- Re-opened position vacancy with a testing process scheduled for May 20th looking to hire 3.
- Administrative staff participated in a Full Scale Exercise for MIR resiliency through the East Coast Regional Planning Council.
- Total calls for service April 18 through May 7th: 289 calls with 180 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 April 18 – May 7, 2025

- Activity/Event highlights
 - Attended Public Safety Sponsor meeting at Cocoa H.S 4/22/25
- New project/training updates
 - Civilian attended RX Drug Prevention Summit 4/22/25
 - 2 officers attended speed measurement 4/21/25-04/25/25
- Chief's walk highlights
 - District 3 near Coventry and Winchester Dr 4/23/25
 - District 3 Townhall meeting 4/24/25
- Community engagement highlights/events
 - Chief's Breakfast fundraising event 4/29/25
- Call stats-Crime Stats: January 1, 2025 – April 27, 2025 (For comparison purposes January 1, 2024-April 27, 2024, data is also included)
 - Property Crimes Offenses have decreased by 20%.
 - Violent Crime Offenses decreased by 18%
 - Overall, crime offenses have decreased by 19%.

Public Works

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

Utilities

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

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