



**Agenda
City of Cocoa
Regular Meeting**

**June 10, 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 June 10, 2025.
2. Minutes: Town Hall Meeting of March 25, 2025.
3. Minutes: Town Hall Meeting of April 24, 2025.

III. Awards and Presentations:

1. Proclamation recognizing Aging Matters for 60 years of service in Brevard.

IV. Delegations:

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

V. Consent Agenda:

1. To Approve Amendment 1 to Task Order 2024-01 under Continuing Services Agreement RFQ-23-12-COC with Kimley-Horn and Associates, Inc. in the amount of \$53,436 for Engineering Services for the South Courtenay Parkway Water Main Replacement Project; To Approve a Resolution Amending the

FY2025 Budget, BAF 25-067-IFT.

2. Approve BAF 25-064-T to shore up Fire Department Overtime Budget for the rest of the year.
3. Approve the Purchase of an ILA ALPHA EAGLE Boom Mower with attachments utilizing Florida Sheriff's Association Contract FSA23--EQU21.0. Approve a Resolution Amending the FY25 Budget, BAF#25-070-A, in the amount of \$330,422.

VI. Public Hearings:

1. Approve Ordinance No. 03-2025 on second 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. Discuss and provide direction on (1) museum operations; (2) program and exhibit development; (3) facility maintenance and capital improvements; and (4) volunteer recruitment and development for the Leon and Jewel Collins Museum of African American History and Culture.

VIII. City Business:

1. Consider Approval of a Donation Application Request in the amount of \$1,000 dollars for Marine Resources Council.

IX. Informational Agenda:

1. 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.
2. FY 2025 May Budget Adjustment Report
3. In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.
4. Informational Only - The City of Cocoa's Open Board Vacancies.
5. Bi-Weekly Report for May 23, 2025-June 4, 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:

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

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

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

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

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

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

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

A Council member may add an item to the agenda during the meeting only at the time the agenda is approved. If the item requires action by the Council, then it may be added to the agenda by an affirmative vote of the Council, and written documentation must be submitted at the time the item is added to the agenda. Matters may also be raised by the Council, City Manager or City Attorney under reports and acted upon by the City Council. This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review.

CITY COUNCIL AGENDA ITEM

Memo Date: May 2, 2025
Agenda Date: June 10, 2025
File ID: 2025-429
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the June 10, 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 June 10, 2025 Regular City Council Meeting agenda as written or with amendments.



**Agenda
City of Cocoa
Regular Meeting**

June 10, 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 June 10, 2025. (2025-429).
2. Minutes: Town Hall Meeting of March 25, 2025. (2025-430).
3. Minutes: Town Hall Meeting of April 24, 2025. (2025-534).

III. Awards and Presentations:

1. Proclamation recognizing Aging Matters for 60 years of service in Brevard. (2025-522). (Mayor Blake)

IV. Delegations:

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

V. Consent Agenda:

1. To Approve Amendment 1 to Task Order 2024-01 under Continuing Services Agreement RFQ-23-12-COC with Kimley-Horn and Associates, Inc. in the amount of \$53,436 for Engineering Services for the South Courtenay Parkway Water Main Replacement Project; To Approve a Resolution Amending the FY2025 Budget, BAF 25-067-IFT. (2025-490). (Utilities Director)
2. Approve BAF 25-064-T to shore up Fire Department Overtime Budget for the rest of the year. (2025-491). (Finance Director)
3. Approve the Purchase of an ILA ALPHA EAGLE Boom Mower with attachments utilizing Florida Sheriff's Association Contract FSA23--EQU21.0. Approve a Resolution Amending the FY25 Budget, BAF#25-070-A, in the amount of \$330,422. (2025-521). (Public Works Director)

VI. Public Hearings:

1. Approve Ordinance No. 03-2025 on second 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. (2025-528). (City Manager)

VII. Council Business:

1. Leon & Jewel Collins Museum of African American History and Culture information. (2025-518). (Community Services Director)

VIII. City Business:

1. Consider Approval of a Donation Application Request in the amount of \$1,000 dollars for Marine Resources Council. (2025-492). (City Clerk)

IX. Informational Agenda:

1. Data showing the relation between the estimated and actual income and expenses to date. (2025-524). (Finance Director)
2. FY 2025 May Budget Adjustment Report (2025-525). (Finance Director)
3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (2025-526). (Finance Director)
4. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-531). (City Clerk)
5. Bi-Weekly Report for May 23, 2025-June 4, 2025. (2025-533). (City Clerk)

X. Reports:

XI. Adjournment:

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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.

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CITY COUNCIL AGENDA ITEM

Memo Date: May 2, 2025
Agenda Date: June 10, 2025
File ID: 2025-430
Prepared By: Monica Arsenault, City Clerk
Through: Monica Arsenault, City Clerk
Requested Action: Approve the District 4 Town Hall 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 District 4 Town Hall Meeting Minutes as written or with amendments.

MINUTES

CITY OF COCOA District 4 Town Hall Meeting

March 25, 2025

A Town Hall Meeting was held on Tuesday, March 25, 2025 located at the Orchid Lake Apartments, 1490 Dignity Circle., Cocoa, Florida, as publicly noticed.

I. Meeting called to Order:

Councilmember Koss called the meeting to order at 6:02 pm.

Councilmember Koss led the assembly in the Pledge of Allegiance to the United States of America.

Present: (see roster)

Absent: (see roster)

Councilmember Koss introduced staff members present.

II. Introduction:

Robert Cramp, Executive Director of HfH, spoke about affordable housing.

Lorri Benjamin, director of Adult Education, spoke about the programs they offer in Brevard County, including:

1. CDL
2. Cybersecurity
3. GED
4. Construction

She stated classes start at \$31.50.

Councilmember Koss went over the Clearlake Corridor Assets. These include FSEC, EFSC, BACE, Travis Recreation Center, Natural History Museum, Johnny Johnson nature trails, Mo Stradley Ball Fields, Cocoa Conservation Area and Cocoa High School.

III. Brightline Updates & New Developments:

City Manager Whitten provided a Brightline update. He spoke about future development in District 4.

Alan Woolwich, Brevard County Community Planner, spoke about having a citizen-based approach to development.

IV. FDOT Safety Plans to Enhance SR524:

Ashley Ingham, Communications from FDOT, introduced the FDOT engineer and recommended CFL Road's page for updates and information.

Richard Nasrawy, FDOT engineer, went over the completed projects in District 4. He mentioned Lake Drive and Dixon.

V. Needs/Challenges:

Chief Collier gave an update on the Police Department process and the crime rate being down.

Lieutenant Roman spoke about the scholarship program with Cocoa High and the thorough hiring process.

VI. Questions

Commissioner Delaney asked about what is being done to bring the crime rate down.

Chief Collier shared his approach on community connection and visibility. He mentioned his Community Walks.

Judy McCluney spoke about her time in the community and her concerns about development and the environmental impact.

Councilmember Koss responded to the concerns.

Janice Smith spoke about her concerns with how the land is being cleared.

Councilmember Koss responded to her concerns.

A Citizen asked Lieutenant Roman how many officers are on duty in District 4.

Lt. Roman stated it varies based on the time of day.

Chief Collier clarified and explained how the Police Department prioritizes calls.

A Citizen spoke about traffic concerns and infrastructure.

City Manager Whitten provided information on planning and grants needed for road widening.

A Citizen spoke about a lack of lighting at Clearlake.

Richard Nasrawy, FDOT Engineer, provided clarification on FDOT's role and explained FPL is responsible for lighting.

A Citizen asked if the City had plans for the uninhabitable and dangerous abandoned buildings.

City Manager Whitten spoke about Code Enforcement helping with the problem.

Councilmember Koss stated redevelopment will make a difference.

City Manager Whitten spoke about density bonuses from Affordable Housing.

A Citizen spoke about illegal immigration.

Councilmember Koss thanked everyone for being there.

VII. Adjournment

- * The District 4 Town Hall Meeting adjourned at 7:36pm.**

Michael C. Blake, Mayor

ATTEST:

Breanna Earley, Assistant City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: June 5, 2025
Agenda Date: June 10, 2025
File ID: 2025-534
Prepared By: Monica Arsenault, City Clerk
Through: Monica Arsenault, City Clerk
Requested Action: Approve the April 24, 2025 District 3 Town Hall 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 April 24, 2025 District 3 Town Hall Meeting minutes as written or with amendments.

MINUTES

CITY OF COCOA District 3 Town Hall Meeting

April 24, 2025

A Town Hall Meeting was held on Thursday, April 24, 2025 located at the Catherine Schweinsberg Rood Central Library, 308 Forrest Ave, Cocoa, Florida, as publicly noticed.

I. Introduction:

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

Sue Cottrell provided the invocation and Wayne Weeks led the assembly in the Pledge of Allegiance to the United States of America.

Present: (see roster)

Absent: (see roster)

Deputy Mayor Weeks introduced Council members.

Deputy Mayor Weeks introduced staff members present.

II. Development Update:

Luci Ribeiro, City Planner, went over the approved projects in various stages of development.

III. SR524 Expansion Project:

City Manager Whitten spoke about the SR524 expansion. He broke down the four phases of the project.

Abby Morgan, Public Works Director, elaborated on the phases and costs for the project.

IV. Cocoa's Brightline Multimodal Station:

Samantha Senger, Communication and Economic Development Director, provided an update on the Brightline Station progress. She reviewed the conceptual plan and cost breakdown.

V. Cocoa Conservation Area:

City Manager Whitten spoke about the Cocoa Conservation Area. He detailed the 300+ acres available for outdoor recreational use.

VI. Junny Rios Martinez Park:

Ms. Morgan spoke about Junny Rios Martinez Park and its amenities. She spoke about the repairs being made.

VI. Questions:

Steve Murphy, Sherwood Cir., Cocoa, asked about Junny Rios Martinez park and the splash pad.

Deputy Mayor Weeks responded to his concerns.

City Manager Whitten provided further clarification.

Mr. Murphy also asked about funding for SR524.

City Manager Whitten responded to his concerns.

Barbie Brown, Saxton Road, asked about 4 lanes on SR524.

City Manager Whitten provided clarification.

Ms. Brown asked about the roads at Adamson Creek.

City Manager Whitten responded to her concerns.

John Bulcock, Orsino Lane, spoke about emergency vehicles going through Adamson Creek and speed bumps.

Billy Long, Cox Road, Cocoa, spoke about his concern with the conservation trailhead and privacy for those that live near it.

City Manager Whitten spoke about the homes at the proposed trailhead and the commitment of respecting the privacy of those that live there.

Melanie Jones, Cox Road, Cocoa, spoke about the trailhead and how close it is to the properties and inquired about the stormwater runoff.

A citizen spoke about the turn at Adamson Creek.

City Manager Whitten addressed his concerns.

A citizen spoke about the multiple accidents at the intersection.

Deputy Mayor Weeks responded to their concerns.

A citizen from Lost Lakes spoke about the easement at Friday Road.

City Manager Whitten stated that the developer was responsible for the upkeep.

Ms. Ribeiro clarified.

A citizen spoke about Orlando Health potentially building a hospital in Cocoa.

City Manager Whitten addressed the comment.

Carol Marinez, Woodsmill Boulevard, asked who would be maintaining the road at Lost Lakes.

Deputy Mayor Weeks answered her question.

Sandy Washburn, Woodsmill Boulevard, asked about noises from the truck stop.

Ms. Ribeiro clarified that there was no overnight parking.

Al M'Clanahan, Lost Lakes, spoke about pink flags that were put up by SR524 and the new station.

City Manager Whitten clarified.

A citizen asked about property available for commercial use.

Ms. Senger provided further information.

A discussion on roundabouts was held.

Lieutenant Mark Baaden spoke about District 3 and the homeless problem. He recommended utilizing property lines to determine if they're on Cocoa property so the police department can properly address the issue.

Billy Long, Cox Road, Cocoa, spoke about foot and bike traffic.

Lieutenant Baaden responded. He expressed his commitment to the City of Cocoa.

Chief Collier spoke about recruiting the best officers. He spoke about traffic problems at SR524 and Industry Road and encouraged everyone to practice safe driving.

Councilmember Goins congratulated Deputy Mayor Weeks on her first Town Hall.

* **The District 3 Town Hall Meeting adjourned at 7:23 pm.**

Michael C. Blake, Mayor

ATTEST:

Breanna Earley, Assistant City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: June 3, 2025
Agenda Date: June 10, 2025
File ID: 2025-522
Prepared By: Breanna Earley, Assistant City Clerk
Through: Monica Arsenault, City Clerk
Requested Action: N/A

BACKGROUND:

Proclamation recognizing Aging Matters for 60 years of service in Brevard.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A



PROCLAMATION

WHEREAS, *Aging Matters in Brevard*, originally known as *The Community Service Council*, was incorporated as a not-for-profit organization on June 7, 1965, and today promotes the independence, health, safety, and quality of life of seniors countywide; and

WHEREAS, *Aging Matters* is now the leading agency providing direct services to seniors across Brevard County and is kicking off its 60th anniversary 2025-2085 CHAMPIONS initiative on July 1; and

WHEREAS, having grown alongside Brevard County, now employs more than 90 staff members and mobilizes more than 800 volunteers who drive more than 400,000 miles; and

WHEREAS, together, staff and volunteers, with support from a myriad of supporters, provide life-changing services annually to hundreds of seniors countywide, including 79,000 hours of companionship, respite, socialization, safety and wellness checks, and light housekeeping in 2024; and

WHEREAS, prepared more than 425,000 meals at its Brevard Community Kitchen, and distributed them daily through its Meals on Wheels program; weekly at 13 Seniors at Lunch community dining centers, and monthly provided pet food to 160 clients through Pets on Wheels; and

WHEREAS, installed 178 ramps and 2,100 grab bars; operated *The Sunflower House*, which provides critical caregiver support; recruited RSVP (Retired Senior Volunteer Program) Volunteers for its own and many other organizations, and conducted Bone Builders classes for 370 seniors to prevent osteoporosis.

NOW, THEREFORE, BE IT RESOLVED, that the City of Cocoa of Brevard County, Florida, does hereby recognize and commend **Aging Matters in Brevard** for 60 years of distinguished service to the citizens, and particularly the senior citizens, of Brevard County, and congratulates the Board of Directors and Leadership Team for a job well done.

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 28th day of May 2025.

Mayor

ATTEST:

City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: May 20, 2025
Agenda Date: June 10, 2025
File ID: 2025-490
Prepared By: John Perrin, Senior Engineer
Through: John Walsh, Utilities Director
Requested Action: To Approve Amendment 1 to Task Order 2024-01 under Continuing Services Agreement RFQ-23-12-COC with Kimley-Horn and Associates, Inc. in the amount of \$53,436 for Engineering Services for the South Courtenay Parkway Water Main Replacement Project; To Approve a Resolution Amending the FY2025 Budget, BAF 25-067-IFT.

BACKGROUND:

Brevard County is designing drainage and road widening improvements along South Courtenay Parkway between Carib Drive and Cone Road. The improvements are in conflict with City of Cocoa's (City) existing water main infrastructure. The City is required to resolve all conflicts and will use the opportunity to replace approximately 2,500 feet of AC pipe with PVC as part of the road widening project.

On July 9, 2024, City Council approved the scope of work requested under Task Order 2024-01 in the amount of \$169,106.67 to Kimley-Horn and Associates, Inc. (Kimley-Horn), under RFQ-23-12-COC, to perform engineering services for the project, generally consisting of design, permitting, bidding and procurement services.

During the design phase, scope changes have been identified which impact the roadway design, increase the cost of permitting and require additional coordination with Brevard County. Amendment 1 to Task Order 2024-01 will allow Kimley-Horn to perform the additional design services as required. The cost for this additional work will be \$53,436 bringing the total project cost for design to \$222,542.67.

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

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is amendment / transfer attached? Yes

Amount Requested (\$53,436)

Account Number 424-4055-536.63-00 Project WS24WM

Account Name Infrastructure

Amount Requested \$53,436
Account Number 424-4010-581.91-21
Account Name: Interfund Transfer

Amount Requested \$53,436
Account Number 421-0000-381.91-24
Account Name Interfund Transfer

Amount Requested \$53,436
Account Number 421-4055-536.63-00, Project Number WS24WM
Account Name Infrastructure

Source of Funds: Capital

If a P.O. Change Order is involved, please complete the following:
Change Order Amount: \$53,436
Original Purchase Order Amount: \$169,106.67

For this Agenda Item note Prior Change Order Information:
Total Number of change orders to date: 1
Total amount in change orders to date: \$53,436

PREVIOUS ACTION:

On July 9, 2024, City Council authorized the City Manager to execute Task Order 2024-01 with Kimley-Horn for engineering services for the South Courtenay Parkway Water Main Replacement Project.

RECOMMENDED MOTION:

To Approve Amendment 1 to Task Order 2024-01 under Continuing Services Agreement RFQ-23-12-COC with Kimley-Horn and Associates, Inc. in the amount of \$53,436 for Engineering Services for the South Courtenay Parkway Water Main Replacement Project; To Approve a Resolution Amending the FY2025 Budget, BAF 25-067-IFT.

Task Order Request Form

P-Form 2021.09 Revised
07/14/2023

Engineering Services for Design, Permitting, and Services During Construction for Utility Conveyance Systems Upgrades and Expansion

2024-01

Name of CSA (Continuing Service Agreement)

TASK ORDER NUMBER

Date: 05/19/25 City Bid Number: RFQ 23-12-COC AMOUNT: \$ 169,106.67

Vendor Name: Kimley-Horn and Associates, Inc. Quote/Proposal Number: 2024-01

Dept. Number/Division Name: Utilities/Engineering

Project Name: S Courtenay Pkwy Water Main Replacement Project Number: WS24WM

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. : 1 Requested Amendment Amount: \$ 53,436.00
Original Task Order Amount: \$ 169,106.67 Total Revised Amount including all Amendments: \$ 222,542.67
Total number of Amendments including this one: 1

Scope of Services; Justification for Amendment

This amendment requests additional services from the consultant to perform coordination with Brevard County for the interlocal agreement; design to accommodate scope changes to the roadway design at the intersection of Cone Rd and S. Courtenay Pkwy; modifications to the design to accommodate valve relocations and/or hardship documentation to Brevard as an alternative; additional permit fees which were based on the conceptual design cost.

Design is Construction Related: ☒ YES ☐ NO ☐ N/A Good Faith Estimate of Construction Value: \$ 3,200,000.00
Documentation for Good Faith Estimate Attached and Valid: ☒ YES ☐ NO ☐ N/A
Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

John Perrin

Digitally signed by John Perrin
Date: 2025.05.19 16:12:04 -04'00'

Requestor

John "Jack" Walsh

Digitally signed by John "Jack" Walsh
Date: 2025.05.20 07:08:55 -04'00'

Department Director

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

Task Order : ☒ Approved
☐ Disapproved

Refer to this Task # on all documentation: 2024-01.1

Council Approval Required: ☒ YES ☐ NO

Reason
Disapproved:

Brian Dale

Digitally signed by Brian Dale
Date: 2025.05.21 16:34:00 -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@cocoafll.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@cocoafll.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@cocoafll.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 #2024-01

Amendment 1

Courtenay Parkway Water Main Relocation

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-23-12-COC-B) dated June 20, 2023.

PROJECT UNDERSTANDING

The overall objective of the Courtenay Parkway Water Main Relocation (the "Project") is to replace two (2) existing water mains along S. Courtenay Parkway between Cone Road and Carib Drive due to a Brevard County roadway widening project. Following the 60% Design submittal, Kimley-Horn and the City were coordinating with Brevard County for the road widening project, which the County indicated changes to the existing roadway design. The changes that were made following the 60% submittal and coordination with the County and roadway widening project plan changes included: modifying the connections at Cone Road and Courtenay Parkway, redesigning the pipe near the intersection of Kenwood Drive due to additional storm structures and pipes, eliminating the 8-inch water main crossing on the north end of the project, moving the proposed water main valves outside of the limits of the sidewalk (to the best of the ability), and additional roadway improvements for pipeline road crossings. Kimley-Horn performed additional coordination requests for the interlocal agreement with Brevard County that included items such as: additional coordination meetings with Brevard County and the City, specification and opinion of probable construction cost (OPCC) changes to match the County's format, provide cost split to County for interlocal agreement, review Brevard County specifications, and assistance with providing a draft letter of hardship for removal of pipes under the existing roadway. This scope of work also includes additional anticipated permitting fees for Brevard County further described below.

This amendment to Task Order #2024-01 is to conduct the scope of services listed below.

SCOPE OF SERVICES

TASK 1 – Project Management and Coordination

A. Permitting Coordination

The initial task included anticipated permit fees of \$40,000 for the Brevard County right-of-way and inspection permit fees and Florida Department of Protection (FDEP) permit. However, during the design, the anticipated construction cost for the project has increased, therefore, Brevard County permitting and inspection fees have increased to an anticipated total of approximately \$54,000 and an additional unanticipated permit fee of \$825 for the geotechnical borings that was paid to Brevard County from the initial budget.

Kimley-Horn will pay the permitting fees, without markup, associated with the Brevard County Right-of-Way permit and inspection fee and geotechnical right-of-way permit. Coordination of the associated fees includes administrative and technical costs associated with the determination, payment, and confirmation of the payment of these fees.

- a. The permitting fees associated with the FDEP permit, Brevard County right-of-way permit and inspection fee have increased by an additional \$15,000 for a total of \$55,000. Kimley-Horn will invoice the City the direct cost of each permitting fee separately and independent of monthly project invoicing. Each fee invoice will include backup documentation regarding the determination of the fee amount. The invoice shall be prepared upon final confirmation of the fee amount in an invoice cycle preceding payment of the fee by Kimley-Horn to the

permitting agency. Once invoice is paid, the application fee will be released to the permitting agency.

TASK 3 – Project Documentation

- A. Following approval of the 60% design plans submitted to the City, Kimley-Horn will prepare the 90% design incorporating the design changes from the Brevard County roadway widening project, roadway repair details for the pipeline crossings, and integrate them into the 90% design plan submittal. Kimley-Horn will provide draft specifications to be included within the Brevard County roadway widening specifications.
- B. Kimley-Horn will assist the City with providing a draft letter of hardship to be submitted to Brevard County as part of the permitting submittal for portions that place an undue financial burden on the project and/or are unreasonable actions to perform during construction.

TASK 5 – Roadway Widening Project Coordination

A. County and Consultant Coordination

Kimley-Horn will coordinate the design of the water main relocation with Brevard County and DRMP, Inc. for the duration of the design. This includes specific design review at roadway design milestones to confirm if any roadway or drainage improvements have been changes which will impact the proposed water main design. It is anticipated that approximately 30 additional manhours will be utilized for this task. The amount of hours will be billed hourly at a not to exceed amount listed in the method of compensation section.

TASK 7 – Additional Brevard County Design Changes

- A. As authorized by the City, Kimley-Horn will provide supplemental support to enhance the design, specifications, and permitting tasks of the project based on Brevard County design changes to the roadway plans. This task can include, but is not limited to additional design considerations, specification modifications, hourly services, and coordination with Brevard County. The task can also include permitting fees for this project from the agencies listed in Task 1. The supplemental support task for this project will include an amount of \$10,000. It is understood that this task will only be utilized by request from the City.

Information Provided by the 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:

- South Courtenay Parkway Road Widening Plans – AutoCAD format.
- South Courtenay Parkway Survey – AutoCAD format.
- Reasonable access to operations, maintenance, and engineering staff.
- AutoCAD drawings of City design standards.
- Available as-built drawings.
- Advertisement and distribution of bid packages.

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:

- Review of additional regulatory agencies other than those specified.
- Submittal of documents beyond those specified.
- Environmental reviews or permits.
- Land acquisition.
- Permitting fees or applications not listed above.
- Attendance at additional meetings and public hearings beyond those identified above.
- Construction Phase Services.
- Any services not specifically described in the above scope of services.

PROJECT DELIVERABLES

- A. Drawings shall be prepared on a 22-inch by 34-inch border using Consultants standard drawing format. All drawings will be completed using Consultant's drafting standards.
- B. The deliverables to be provided for this project include:
 - a. Design Meeting Minutes – electronically submitted.
 - b. All submittals will be electronically submitted, which include the following:
 - i. Project plans and specifications.
 - ii. Permit applications (FDEP and Brevard County Right-of-Way).
 - iii. Bid tabulation and recommendation letter.
 - c. One printed set of 22-inch by 34-inch and one printed set of 11-inch by 17-inch plans will be provided at the 90 and final design.

SCHEDULE

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

METHOD OF COMPENSATION

The fee for the scope of work for Amendment 1 of Task Order 2024-01 described in the Scope of Services, above, shall not exceed **\$53,436.00** in accordance with the terms and conditions of the Continuing Services Agreement between the City of Cocoa and Kimley-Horn, dated June 20, 2023. Tasks 1 and 3 shall be paid in lump sum amounts. Task 5 will be billed on an hourly not to exceed at the hourly rates listed in the MSA. Task 7 will be billed for additional services as requested by the City. Expenses will be provided to the City as pass through.

TASKS		FEE
1	Project Management and Coordination	\$ 3,776
3	Design (90%, 100%)	\$ 19,446
5	County Coordination (Hourly)	\$ 5,214
7	Additional Brevard County Design Changes (As Directed)	\$ 10,000
Expenses		
Permitting Fees		\$ 15,000 ¹

Notes:

1. FDEP permit and Brevard County inspection fee is assumed to be \$55,000 total. Permit fees are estimated but will be provided at actual cost and invoiced separately.

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:

Exhibit A: Fee Table

ACCEPTED:

THE CITY OF COCOA, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Courtenay Parkway Water Main Relocation														
FEE SCHEDULE														
	Senior Engineer II		Project Manager		Project Engineer		Analyst I		CAD/GIS Designer		Administrative		Total	
Rate:	\$290.00		\$205.00		\$195.00		\$148.00		\$144.00		\$110.00			
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
Task 1: Project Management	2	\$ 580.00	12	\$ 2,460.00	0	\$ -	2	\$ 296.00	0	\$ -	4	\$ 440.00	20	\$ 3,776.00
Task 3: Design	11	\$ 3,190.00	4	\$ 820.00	20	\$ 3,900.00	34	\$ 5,032.00	36	\$ 5,184.00	12	\$ 1,320.00	117	\$ 19,446.00
Task 5: County Coordination (Hourly)	0	\$ -	8	\$ 1,640.00	10	\$ 1,950.00	8	\$ 1,184.00	0	\$ -	4	\$ 440.00	30	\$ 5,214.00
Task 7: Additional Brevard County Design Changes (As Directed)														\$ 10,000.00
Total	13	\$3,770.00	24	\$ 4,920.00	30	\$ 5,850.00	44	\$ 6,512.00	36	\$ 5,184.00	20	\$2,200.00	167	\$ 38,436.00
Expenses														
Permitting Fees														\$ 15,000.00
SUBTOTAL													\$ 53,436.00	

*Rates are per Continuing Services Agreement dated June 20, 2023 between City of Cocoa and Kimley-Horn.

60% DESIGN ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
FOR
COURTENAY PARKWAY WATER MAIN RELOCATION
CITY OF COCOA

Prepared: February 2025

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE*	TOTAL
GENERAL					
1	MOBILIZATION, INSURANCE, PERFORMANCE AND PAYMENT BOND	LS	1	\$ 250,000.00	\$ 250,000.00
2	PRECONSTRUCTION VIDEO, SURVEY LAYOUT, AND AS-BUILT DRAWINGS	LS	1	\$ 30,000.00	\$ 30,000.00
3	MAINTENANCE OF TRAFFIC ₄	LS	1	\$ 250,000.00	\$ 250,000.00
4	GENERAL RESTORATION (SEEDING, MULCHING, ETC.) ₄	LS	1	\$ 100,000.00	\$ 100,000.00
5	CONSTRUCTION TESTING (PRESSURE, BACTERIOLOGICAL, DENSITY TESTING, ETC.)	LS	1	\$ 60,000.00	\$ 60,000.00
6	SITE WORK (DEMOLITION, TREE PROTECTION, EROSION CONTROL) ₄	LS	1	\$ 150,000.00	\$ 150,000.00
7	ROADWAY RESTORATION ₄	LS	1	\$ 100,000.00	\$ 100,000.00
GENERAL TOTAL					\$ 940,000.00
COURTENAY PARKWAY WATER MAIN					
8	4" C900 DR-18 PVC WATER MAIN (INCLUDING FITTINGS, RESTRAINTS, ADAPTERS, ETC.)	LF	55	\$ 100.00	\$ 5,500.00
9	6" C900 DR-18 PVC WATER MAIN (INCLUDING FITTINGS, RESTRAINTS, ADAPTERS, ETC.)	LF	45	\$ 120.00	\$ 5,400.00
10	8" C900 DR-18 PVC WATER MAIN (INCLUDING FITTINGS, RESTRAINTS, ADAPTERS, ETC.)	LF	30	\$ 160.00	\$ 4,800.00
11	12" C900 DR-18 PVC WATER MAIN (INCLUDING FITTINGS, RESTRAINTS, ADAPTERS, ETC.)	LF	1,560	\$ 240.00	\$ 374,400.00
12	6" PRESSURE CLASS 350 DIP WATER MAIN (INCLUDING FITTINGS, RESTRAINTS, ADAPTERS, ETC.)	LF	280	\$ 150.00	\$ 42,000.00
13	8" PRESSURE CLASS 350 DIP WATER MAIN (INCLUDING FITTINGS, RESTRAINTS, ADAPTERS, ETC.)	LF	370	\$ 200.00	\$ 74,000.00
14	12" PRESSURE CLASS 350 DIP WATER MAIN (INCLUDING FITTINGS, RESTRAINTS, ADAPTERS, ETC.)	LF	270	\$ 300.00	\$ 81,000.00
15	16" PRESSURE CLASS 250 DIP WATER MAIN (INCLUDING FITTINGS, RESTRAINTS, ADAPTERS, ETC.)	LF	355	\$ 400.00	\$ 142,000.00
16	4" GATE VALVE, MJ	EA	1	\$ 2,500.00	\$ 2,500.00
17	6" GATE VALVE, MJ	EA	4	\$ 3,500.00	\$ 14,000.00
18	8" GATE VALVE, MJ	EA	6	\$ 7,500.00	\$ 45,000.00
19	12" GATE VALVE, MJ	EA	8	\$ 12,000.00	\$ 96,000.00
20	16" GATE VALVE, MJ	EA	3	\$ 15,000.00	\$ 45,000.00
21	SERVICE CONNECTIONS (INCLUDING SERVICE LINE AND METER BOX CONNECTION)	EA	17	\$ 3,000.00	\$ 51,000.00
22	LONG SERVICE CONNECTIONS (INCLUDING SERVICE LINE, CONDUIT, AND METER BOX CONNECTION)	EA	16	\$ 4,500.00	\$ 72,000.00
23	FIRE HYDRANT ASSEMBLY (INCLUDING VALVE)	EA	3	\$ 7,500.00	\$ 22,500.00
24	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EA	3	\$ 3,500.00	\$ 10,500.00
25	REMOVE EX 4" AC WATER MAIN AND ABANDON SERVICE LINES	LF	1,845	\$ 50.00	\$ 92,250.00
26	REMOVE EX 8" AC WATER MAIN AND ABANDON SERVICE LINES	LF	2,055	\$ 90.00	\$ 184,950.00
27	GROUT AND ABANDON EX. WATER MAIN (INCLUDING CAPS)	CY	20	\$ 500.00	\$ 10,000.00
28	4" LINESSTOP (WITH THRUST COLLAR)	EA	1	\$ 10,000.00	\$ 10,000.00
29	6" LINESSTOP (WITH THRUST COLLAR)	EA	5	\$ 15,000.00	\$ 75,000.00
30	8" LINESSTOP (WITH THRUST COLLAR)	EA	2	\$ 18,000.00	\$ 36,000.00
31	16" LINESSTOP (WITH THRUST COLLAR)	EA	2	\$ 30,000.00	\$ 60,000.00
32	CONNECT TO EXISTING 8" WATER MAIN (INCLUDING TAPPING SLEEVE AND VALVE)	EA	1	\$ 25,000.00	\$ 25,000.00
33	CUT AND CONNECT TO EXISTING 4" WATER MAIN	EA	2	\$ 15,000.00	\$ 30,000.00
34	CUT AND CONNECT TO EXISTING 6" WATER MAIN	EA	3	\$ 18,000.00	\$ 54,000.00
35	CUT AND CONNECT TO EXISTING 8" WATER MAIN	EA	1	\$ 25,000.00	\$ 25,000.00
36	CUT AND CONNECT TO EXISTING 16" WATER MAIN	EA	1	\$ 30,000.00	\$ 30,000.00
WATER MAIN TOTAL					\$ 1,719,800.00
PROJECT SUBTOTAL					\$ 2,659,800.00
37	CONTINGENCY ALLOWANCE (20%)	LS	1	\$ 531,960.00	\$ 531,960.00
PROJECT GRAND TOTAL					\$ 3,191,760.00

NOTES:

1. The Consultant has no control over the cost of labor, materials, equipment, or over the contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of Probable Costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its Opinions of Probable Costs.
2. Roadway restoration does not include milling and resurfacing of existing asphalt pavement. Milling and resurfacing costs along Courtenay Parkway to be determined after coordination with Brevard County due to the S. Courtenay Parkway Road Widening Project.
3. Sidewalk and concrete driveway restoration not included. Cost for sidewalk and concrete driveway restoration along Courtenay Parkway included in the S. Courtenay Parkway Road Widening Project.
4. MOT, asphalt restoration, general restoration, and site work costs along Courtenay Parkway to be determined after coordination with Brevard County due to the S. Courtenay Parkway Road Widening Project.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2025

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 Edgewood Partners Insurance Agency 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	INSURER(S) AFFORDING COVERAGE INSURER A : National Union Fire Ins Co of Pittsburg INSURER B : Allied World Assurance Co (U.S.) Inc. INSURER C : New Hampshire Insurance Company INSURER D : Lloyd's of London INSURER E : INSURER F :	NAIC # 19445 19489 23841 85202

COVERAGES**CERTIFICATE NUMBER:** 1842638108**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	4/1/2025	4/1/2026	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)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	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	4/1/2025	4/1/2026	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	WC067961230 (AOS) WC013711885 (CA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	☒ 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			B0146LDUSA2504949	4/1/2025	4/1/2026	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-25-03-COC; Engineering Services Agreement Pineda Causeway and SR AIA Water Main Extension; Tucker Hunter. The City of Cocoa and Florida State Department of Commerce (Agreement #S0243) are named as Additional Insureds 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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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

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CONTINUING SERVICES AGREEMENT

**Engineering Services for Design, Permitting, and Services During Construction for Utility
Conveyance Systems Upgrades and Expansion**

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 20 day of June 2023, by and between the **City of Cocoa**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **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 related to the construction of utility conveyance systems upgrades and expansion projects; and

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

WHEREAS, Engineer participated in the selection and negotiation process; and

WHEREAS, Engineer is willing to provide such utility engineering services to the City under the terms and conditions stated herein.

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional two (2) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

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

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 and Associates, Inc., 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 engineering services identified in **RFQ Q-23-12-COC**, which is incorporated herein by this reference as **Exhibit "B"**. The Engineer's Response to **RFQ Q-23-12-COC** is incorporated herein by this reference as **Exhibit "C"**.

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in **Exhibit "A"** and fully incorporated herein by this reference.

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the threshold in section 287.055, Florida Statutes, shall be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

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

designated representative.

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

4.0 SCHEDULE

4.1 Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Engineer shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Engineer without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

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

5.3 Witness Services. For witness or expert services rendered by Engineer's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the

Engineer or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Engineer.

5.6 Errors and Deficiencies. Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Engineer's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's 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. 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.
Attn: Tucker Hunter, P.E.
7341 Office Park Place, Suite 102
Melbourne, FL 32940

(407) 982-3064 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 and defense, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

34.2 The indemnity provisions set forth in Paragraphs 34.1 shall survive termination of this Agreement.

34.3 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

34.4 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

35.2 The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City;

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment; and

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than Engineer's undersigned representative's execution of the Agreement.

38.0 E-VERIFY.

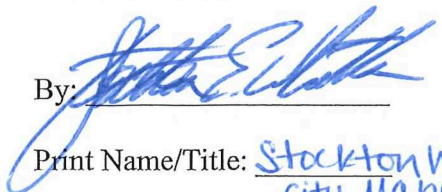
38.1 Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. Engineer must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Engineer stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The Engineer shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the Engineer utilizes Subcontractors the following shall apply:

- a. Engineer shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
- b. Engineer shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- c. Engineer shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

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

CITY:

CITY OF COCOA

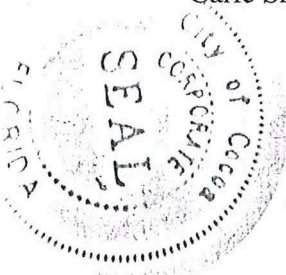
By: 

Print Name/Title: Stockton Whitten,
city manager

ATTEST:

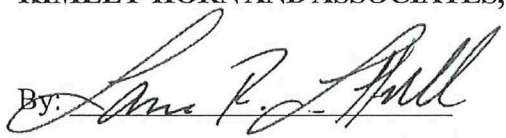
By: 

Carrie Shealy, City Clerk



ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.

By: 

Print Name/Title: LANCE R. LETTREN
VICE PRESIDENT

EXHIBIT A
Engineer's Rate Schedule

City of Cocoa RFQ Q-23-12-COC

Kimley-Horn and Associates, Inc. Hourly Labor Rate Schedule

Classification	<i>Hourly Rate</i>
Senior Engineer II	\$290.00
Senior Engineer I	\$245.00
Project Manager	\$205.00
Project Engineer	\$195.00
Analyst II	\$166.00
Analyst I	\$148.00
Senior Planner/Environmental	\$245.00
Project Planner/Environmental	\$195.00
Senior Design Lead	\$250.00
Construction Inspector	\$140.00
CEI Inspector	\$185.00
CAD/GIS Designer	\$144.00
CAD/GIS Technician	\$115.00
Administrative	\$110.00
Clerical	\$80.00

Notes:

1. Billing rates listed in the table above are for the initial term of the contract.
2. The salary multiplier billing rates include all payroll burden, overheads, and profit.
3. All copies, reproductions, subconsultant work, materials or equipment purchased or other direct costs shall be pass through only without mark-up.
4. Travel reimbursable at IRS rate for employees and specialists outside the Melbourne and Orlando offices.

EXHIBIT B
RFQ Q-23-12-COC

EXHIBIT C
Engineer's Response to RFQ Q-23-12-COC

City of Cocoa RFQ Q-23-12-COC

Kimley-Horn and Associates, Inc. Hourly Labor Rate Schedule

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4. Travel reimbursable at IRS rate for employees and specialists outside the Melbourne and Orlando offices.

REQUEST FOR QUALIFICATIONS (RFQ)

**City of Cocoa, Florida
ENGINEERING SERVICES
FOR
DESIGN, PERMITTING, AND SERVICES DURING
CONSTRUCTION FOR UTILITY CONVEYANCE
SYSTEMS UPGRADES AND EXPANSION**



BID NO. Q-23-12-COC

Published February 8, 2023

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

RFQ # Q-23-01-COC

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CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

1. INTRODUCTION

The City of Cocoa (hereinafter referred to as “City”) is requesting Statements of Qualifications from qualified engineering firms to provide the City with assistance regarding the anticipated design, permitting, and construction for Utility Conveyance Systems, Upgrades, and Expansion. The City’s objective is to select two or more engineering firms (also referred to herein as “Consultant”) to serve as the engineering firm that will be required to assist the City in the design, permitting, and performance of services during construction of Utility conveyance systems upgrade and expansion projects. In addition, the City reserves the right, at its sole discretion, to select among the Respondents of this RFQ or through other bidding procedures, other engineering/consulting firms to handle identified conveyance utility system projects if the City deems it in the City’s best interests to do so. This solicitation shall be part of the Consultants Competitive Negotiation Act (CCNA) process as mandated in Section 287.055, Florida Statutes and the City of Cocoa Purchasing Policy.

RFQ DUE DATE & TIME: Thursday, March 23, 2023 Qualifications packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Packages are to be received **NO LATER THAN 3:00 P.M.** Packages received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located at the reception desk in the lobby of Cocoa City Hall, 65 Stone St., Cocoa, Florida will be the official authority for determining the time that packages are received and for determining late responses.

All RFQ information and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark envelope **RFQ No. Q-23-12-COC ENGINEERING SERVICES FOR DESIGN, PERMITTING, AND SERVICES DURING CONSTRUCTION OF UTILITY CONVEYANCE SYSTEMS UPGRADES AND EXPANSION.** Respondent’s name and return address must be clearly identified on the outside of the envelope.

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Any additional information should be attached to this format or the Respondent may be disqualified.

Respondents shall submit ONE (1) original (marked “ORIGINAL”), Three (3) paper copies and ONE (1) USB copy of their response, complete with all supporting documentation. Responses submitted by facsimile or electronically will NOT be accepted. Responses which do not comply with these requirements may be rejected at the option of the City. It is the Respondent’s responsibility to ensure that all submittals are in accordance with all addendums issued, if any. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from its terms and requirements. The RFQ and any Addendums are available online at <http://www.myvendorlink.com>.

Responses not submitted in the format set forth herein shall be rejected unless otherwise explained in the response documents.

For information concerning procedure for responding to this Request for Qualifications (RFQ), contact Brian Dale, Purchasing Manager, Purchasing & Contracts Division at (321) 433-8833. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services or Respondent procedures will only be transmitted by written addendum.

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All questions about the meaning or intent of the RFQ Documents shall be submitted in writing and directed to the City of Cocoa, 65 Stone St., Cocoa FL 32922, Attention: Brian Dale, Purchasing Manager, Purchasing & Contracts Division. Questions may also be sent via e-mail to purchasing@cocoafl.gov. Questions received after the question due date will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by Respondent in submitting their response. **The deadline for questions is [UPDATE].**

ANTI-LOBBYING PROVISION

COMPANIES AND PERSONS DESIRING TO RESPOND TO THIS RFQ ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFQ, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE RESPONDENT, SHALL BE SUBMITTED TO THE CITY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH THE PURCHASING MANAGER. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFQ FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFQ MADE TO MEMBERS OF THE CITY COUNCIL, MEMBERS OF THE SELECTION ADVISORY COMMITTEE, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.

2. STANDARD TERMS & CONDITIONS

- 1.1. ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all responses and to accept the response which best serves the interest of the City of Cocoa. The City may award sections individually or collectively, whichever is in its best interest, unless the Respondent only intends to respond for the contract in its entirety.
- 1.2. ASSIGNMENT - Neither the contract nor payment due pursuant to this RFQ may be assigned. Any attempt to assign the responsibilities and payment under this RFQ without the express prior written consent of the City of Cocoa shall be grounds for termination of the Contract.
- 1.3. AWARD - Award shall be generally made to the engineering firms that demonstrate technical capability while most closely meeting the City's needs according to the evaluation criteria and factors designated in the solicitation and under the CCNA. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful Respondent(s) negotiating acceptable terms under an Engineering Services Contract. **While not included as part of the ranking of Respondent(s) in the CCNA process, Respondents are hereby notified that should a Respondent be selected to negotiate a Contract with the City, the City will be paying significant attention to cost of services being offered. The successful Respondents shall be those that are not only the most qualified firm, but the firm that has also agreed to rates, fees and charges that the City of Cocoa deems to be fair, reasonable and competitive in the market place.** If the City pursues competitive negotiations with your firm and the City cannot agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm until the City has awarded a Contract or rejected all of the proposals at its sole discretion.

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- 2.1. OTHER AGENCIES – All Bidder(s) awarded contracts as a result of this RFQ may permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).
- 2.2. CONFLICT OF INTEREST - The Respondent certifies that this response has not been arrived at collusively or otherwise in violation of federal, state or local laws. Any purchase order, check requisition or Contract from which any agent, officer or employee of the city or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or Contract, the Council shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the City.
- 2.3. CONSULTANT'S PROJECT MANAGER AND PROJECT ENGINEER – The Consultant will designate a Project Manager and Project Architect or Engineer in their submittal response to the RFQ. Both of these positions shall be qualified licensed professional architects or engineers in the State of Florida. The Project Manager shall be authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administering all aspects of Services to be performed under this Contract. The Project Architect or Engineer shall be the lead technical resource on the assigned projects responsible for technical elements of the design and quality control. Replacement (including reassignment) of said Project Manager or Project Architect or Engineer shall not be made without the prior written approval by the City.
- 2.4. DEVIATION FROM SPECIFICATION - Any deviation from specifications and submittal requirements must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and submittal requirements and the successful response shall be held accordingly.
- 2.5. DISCRIMINATION STATEMENT: An entity or affiliate placed on the Discriminatory Vendor List may not submit a response for a Contract to provide goods or services to a public entity, may not submit a response on a Contract with a public entity for the construction or repair of a public building or perform any public work, may not submit Proposals for leases of real property to a public entity, may not award or perform work as a Consultant, supplier, sub-consultant, or consultant under any Contract with any public entity, and may not transact business with any public entity.
- 2.6. ECONOMY OF PREPARATION: The responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's qualifications and ability to fulfill the requirements of the RFQ.
- 2.7. F.O.B. POINT - Products and materials related to the project are to be shipped F.O.B. to the department and address as identified on Purchase Orders.
- 2.8. INFORMALITIES - The City of Cocoa reserves the right to both waive any minor informality or irregularity in responses and to determine, in its sole discretion, whether or not a particular informality is minor.

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- 2.9. INFORMATION AND LITERATURE - Respondents are to furnish all information and literature requested. Failure to do so may be cause for rejection.
- 2.10. INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the purchasing manager. Interpretations that may affect the eventual outcome of this RFQ will be furnished in writing to all prospective potential Respondents. No interpretation shall be considered binding unless provided in writing by the City of Cocoa.
- 2.11. NON-DISCRIMINATION - The successful Respondent will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.
- 2.12. PATENTS AND COPYRIGHTS - The Respondent will agree to hold harmless the City of Cocoa, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements. Also, the City and any Federal awarding agency funding any part of the Contract with the successful Respondent reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for City and Federal Government purposes the copyright in any work developed under the Contract any rights of copyright that the Respondent has purchased ownership with funding from the Contract. In addition, with respect to any discovery or invention which arises or is developed in the course of or under any Contract with the City, the City shall retain ownership rights to any patent based on such discovery or invention unless otherwise agreed to by the City's City Council.
- 2.13. PAYMENTS - Upon acceptance of work by using department of the City, employees and others, it is understood and agreed that orders and services shall be shipped and performed at the established Contract prices. Invoicing in variance with this will subject the Contract to cancellation. The City shall make payment to the Consultant in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Consultant when requested to do so by the using City department. Unless otherwise directed in the Contract for services, **all invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922, with a copy directed to the City department using the services.**

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

- 2.14. PUBLIC ENTITY CRIMES - As required by section 287.133, Florida Statutes, the Proposer warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Proposer further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Proposer certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.
- 2.15. PUBLIC RECORDS: Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Section 119.01, Florida Statutes (The Public Records Law). Unless otherwise provided by the Public Records Law, information and

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materials received by the City in connection with an RFQ response and under any awarded Contract shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for under section 119.07, Florida Statutes and other applicable laws. If the Respondent believes any of the information contained in his or her response is exempt from the Public Records Law, then the Respondent must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records. In addition, the Respondent shall make available to the City (and if any part of any Contract awarded under this RFQ is funded by the Federal government, the Federal Grantor agency, the Comptroller General of the United States), or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any Contract awarded under this RFQ for the purpose of making audit, examination, excerpts, and transcriptions. All records shall be retained for a minimum of three (3) years after the City makes final payment under the Contract awarded under this RFQ and all other pending matters are closed by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (321) 433-8484; cshealy@cocoafl.org; City Clerk's Office, 65 Stone Street, Cocoa, FL, 32922.

- 2.16. TAX EXEMPTIONS - The City of Cocoa is tax exempt. The City of Cocoa's tax-exempt number is 85-8012621548C-8.
- 2.17. TERMINATION FOR CAUSE: If a Respondent is awarded a Contract under this RFQ, the successful Respondent is hereby on notice that the Contract shall be subject to termination in the event that the Respondent breaches the Contract, or Respondent fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Respondent is declared bankrupt or insolvent, or Respondent is found to have committed fraud or any other unlawful act against the City or another party. The City may, upon written notice to the Respondent, terminate the right of the Respondent to proceed under the Contract, and may hold the Respondent liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Respondent under the Contract shall, at the option of the City, become the City's property and the Respondent shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Respondent, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Respondent, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Respondent can be determined.
- 2.18. TERMINATION FOR CONVENIENCE: If a Respondent is awarded a Contract under this RFQ, the successful Respondent is hereby on notice that the Contract shall also be subject to termination for convenience by the City. The City reserves the right, in its best interest as determined by the City, in its sole discretion, to cancel the Contract by giving

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written notice to the Respondent thirty (30) days prior to the effective date of such cancellation.

2.19. TIME FOR CONSIDERATIONS – All Proposals will be considered after the time and date set for the opening of the Proposals and for a period up to ninety (90) days thereafter.

2.20. TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any Respondent, they will only be considered trade secrets in accordance with Florida law. Respondent must mark any trade secret information submitted to the City as Confidential prior to such submittal. If a Respondent fails to submit a claim of trade secrets to the City before obtaining the City's Contract, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (section 119.01, Florida Statutes).

3. SPECIAL CONDITIONS

3.1. ADDENDUM AND AMENDMENTS TO REQUEST FOR QUALIFICATIONS: If it becomes necessary to revise or amend any part of this Request for Qualifications, the City's Purchasing & Contracts Division will furnish the revision by written Addendum to all prospective Respondents who are recorded with the City as having received an original Request for Qualifications. Addenda information will be posted on Vendorlink at <https://www.myvendorlink.com/>. Respondents are responsible to check this location for updates.

3.2. COMMITTEE MEETINGS/PRESENTATIONS INFORMATION: The Notice of Committee Meetings/Presentations is generally posted at least seventy-two (72) hours in advance of such meetings/presentations. However, the City reserves the right to hold Committee meetings with less notice if necessary upon reasonable notice. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 65 Stone St., Cocoa, FL 32922; or on the City's Web Page <http://www.cocoafl.org>, under the City Clerk. City Council meetings, at which matters regarding this RFQ may be considered, are noticed by the City Clerk's office under the general rules and procedures of the City Council.

3.3. INDEMNIFICATION STATEMENT – By submitting a response document signed by an authorized agent of the Respondent, Respondent (Consultant) acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of Contract award:

“For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Consultant shall indemnify, hold harmless and defend the City of Cocoa and its elected and appointed officers, agents, officials, attorneys, representatives and employees (hereinafter the “City”) from and against any and all liability, loss, cost, damages, expenses, injuries (including death), claim or actions, of whatever type, including but not limited to reasonable attorney's fees in any legal proceeding through trial and appeal, which the City may hereafter sustain, incur or be required to pay, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant, its agent(s), vendors, representatives, servants, employees, or other persons employed or utilized by the Engineer in the execution, performance or non- performance or failure to adequately perform Consultant's obligations pursuant to this RFQ and any subsequent contract, including any Task Order.

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The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification, the Consultant specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties."

- 3.4. **LIMITATION OF LIABILITY STATEMENT** – By submitting a response document signed by an authorized agent of the Respondent, Respondent acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of Contract award:

"The City desires to enter into this Contract only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Contract, so that the City's liability for any breach never exceeds the sum of any Contract amount that is owed by the City for services actually performed by the Respondent to the City's complete satisfaction. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Respondent expresses its willingness to enter into this Contract with the knowledge that the Respondent's recovery from the City to any action or claim arising from the Contract is limited to a maximum amount of the sum of any Contract amount that is owed by the City for services actually performed by the Respondent to the City's complete satisfaction, and in no case shall exceed the amount provided in Section 768.28, Florida Statutes. Nothing contained in this paragraph or elsewhere in this Contract is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest."

- 3.5. **PROPOSER EXPENSES** - No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental Contract and issuance of an appropriate amendment to the Contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that Respondent may incur in preparing and submitting responses called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the Respondent. The City will not be liable for any costs incurred by the Respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.).
- 3.6. **REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION:** The Respondent shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to, information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the Respondent as it deems appropriate including, but not limited to, a background investigation of service personnel to be conducted by the City of Cocoa Police Department or its designees.
- 3.7. **TERMS:** Contracts awarded and entered into under this RFQ shall be contracts for continuing engineering services under which project or task based orders will be issued subject to deadlines mutually agreed to by the parties. The term of the any Contract will

CITY OF COCOA
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not exceed three (3) years with up to two (2) two (2) year renewals. However, the City will reserve the right to extend the Contract beyond that period if the City Council determines that extension is required based upon public necessity to complete a pending task related to this RFQ or as otherwise deemed necessary in the best interests of the City at the City's sole discretion. Selected Consultants will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected consultant until such time the written agreement is approved by the City Council at a public meeting and executed by the City and consultant.

3.8. TRUTH-IN-NEGOTIATIONS: Pursuant to section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in section 287.017, Florida Statutes for CATEGORY FOUR, the City shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

3.9. PROHIBITION AGAINST CONTINGENT FEES: Each contract entered into by the City for professional services must contain a prohibition against contingent fees, which reads as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For each breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

4. STANDARD INSURANCE REQUIREMENTS

All qualified firms **MUST** provide written proof of insurance and demonstrate that they maintain all applicable insurance coverage as specified below as a condition precedent to contracting with, and performing any work for, the City of Cocoa. **Copies of all applicable current insurance certificates must be attached to the Respondent's submittal.**

Excluding professional liability policies which prohibit naming the City as an additional named insured, the Certificate of Insurance must be made to the City of Cocoa, 65 Stone St., Cocoa, FL 32922 and should reference the operation and must name the City as an additional insured.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Cocoa.

All Certificates of insurance shall be approved by the City **prior** to the commencement of any work. Minimum coverage with limits and provisions are as follows:

4.1. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN \$15,000:

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It is required that individuals and firms Contracting with the City of Cocoa, where the total contract or job value is LESS than \$15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$200,000 and with a deductible amount not greater than \$5,000. It is further required that the City of Cocoa be named as an additional insured to the Consultant's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

**4.2. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS
FOR CONTRACTS VALUED AT \$15,000 OR MORE:**

It is required that individuals and firms contracting with the City of Cocoa, where the total Contract or job value is \$15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$1,000,000.00 and with a deductible not greater than \$5,000. It is further required that the City of Cocoa be named as an additional insured to the Consultant's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

**4.3. AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL
CONTRACTS:**

It is required that individuals and firms contracting with the City of Cocoa who own licensed motor vehicles that will be utilized in connection with any City contract or job maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles that will be utilized in connection with any City contract or job be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

**4.4. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL
PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:**

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance in a minimum amount of \$3,000,000.00 per occurrence or claim and in the aggregate, with a deductible not greater than \$50,000.00. For professional liability insurance written on a "claims-made" basis, the Professional shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five years following completion of all Work rendered under the Agreement and Task Orders.

4.5. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance or "Pollution Insurance" with a limit of not less than \$1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemicals being brought onto City property as required by the City's Safety and Loss Control Program.

4.6. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms must demonstrate that they have worker's compensation coverage at levels required by Florida law.

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5. GENERAL INFORMATION

The City is requesting Statements of Qualifications (known as “the proposal”) from qualified consulting firms in the state of Florida. In addition, the City reserves the right, at its sole discretion, to select among the Respondents of this RFQ, or through other procedures to select other engineering/consulting firms to handle component parts of the anticipated utility projects if the City deems it in the City’s best interests to do so. This solicitation shall be part of the Consultants Competitive Negotiation Act process as mandated in Section 287.055, Florida Statutes and the City of Cocoa Purchasing Policy.

The engineering firm(s) selected will serve as the City’s consultant for its utilities conveyance engineering design, permitting and services during construction including, but not limited to, the services described in the Scope of Services. The selected consultant(s) will enter into a three (3) year Contract with two (2) optional two (2) year renewals with the City if recommended by City staff after successful contract negotiations and approved by City Council in its sole discretion. However, the Consulting Professional Services Agreement shall be subject to termination for convenience by the City. The City reserves the right to select two or more consultants. Once under Contract, the City will award work on a task order basis to the contracted engineering firms and will attempt to divide the work between the firms as equitably as possible based on the projects to be executed under this Contract, the performance of the engineering firms under this Contract, and the specific expertise and experience of the firms required for the individual projects. The City reserves the right to award task orders at the City’s sole discretion as it deems to be in the City’s best interest regardless of the overall distribution of work to the selected engineering firms.

The selected engineering firms will be required to enter into an Engineering Continuing Services Contract in a form approved by the City Attorney and City Council, and at rates, fees, and charges determined by the City, in its sole discretion, to be fair, competitive and reasonable. Under no circumstances whatsoever shall a contract be formed between the City and a selected consultant until such time the written agreement is approved by the City Council at a public meeting and executed by the City and consultant. During presentations, Respondents are required to list and introduce by resume all lead members of their team, and there will be specific requirements for the engineering firm’s selected project manager and project engineer.

6. SCOPE OF SERVICES

The selected engineering firms may be asked to perform any engineering services related to utilities conveyance projects. Utility conveyance projects will be related to water supply pipelines; potable water transmission and distribution pipeline systems, storage and pump stations; wastewater collection, and force main pipelines, and transfer/lift stations; and reclaimed water storage and pumping systems, transmission and distribution pipeline systems. The engineering services that are required for the conveyance projects shall include, but are not limited to the following:

1. Planning Evaluations/Studies
 - a. Land availability
 - b. Pipeline route identification
 - c. Hydraulic modeling for pipeline sizing
2. Geotechnical Investigations

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- a. Provide laboratory testing data report that includes soil boring logs with classifications and technical criteria
3. Ecological Investigations
 - a. Wetland and endangered species identification
4. Land Surveying Services/Aerial Photography
 - a. Topographic survey including right of ways and easements
5. GIS Support
6. Materials Testing
7. Condition Assessment of Pipelines and Conveyance Systems
8. Public Information Assistance
9. Cost Estimating Services
10. Grants assistance and state/federal funding assistance
11. Permitting Services
 - a. Prepare and submit required project related permit applications and supporting documentation
 - b. Responses to all Agency Requests for Additional Information (RAI)
12. SCADA services per the City's Control Systems Configuration Standards for duplex and triplex transfer/lift stations
13. Design Services
 - a. 30 percent design completion submittals
 - b. 60 percent design completion submittals
 - c. 90/100 percent design completion submittals
14. Bidding Support Services
 - a. Pre-bid Conference attendance
 - b. Question response and issuance of addendums
 - c. Bid review
15. Construction Phase Services
 - a. Engineering Services During Construction such as shop drawing review, responses to requests for information and progress meetings
 - b. Periodic site visits
 - c. Testing
 - d. Certification of construction
 - e. Record drawings
 - f. Resident engineer, if required
 - g. Construction management and inspection, if required
 - h. Startup assistance/training
 - i. O&M Manual Preparation, if required
 - j. Additional services as requested

NOTE: Any of the services referenced above may be tasked to one of the selected engineering firms or to other engineering firms or consultants selected by the City at its sole discretion. The City reserves the right to solicit proposals for any capital project and to award a Contract for consulting services for such project separate and apart from the Contract entered into pursuant to this request for qualifications.

7. SIMILAR PROJECTS

For purposes of this RFQ, similar projects for Respondent evaluation shall include:

- **Project Type A- Potable water distribution pipeline project.** The project shall involve new installation or upgrade/rehabilitation of potable water distribution pipeline(s). The

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project shall include pipeline(s) less than 20-inches in diameter and greater than 1,000 feet of installed pipe.

- **Project Type B- Potable Water transmission pipeline project.** The project shall involve new installation or upgrade/rehabilitation of water transmission pipeline(s), carrying either raw or finished potable water. The project shall include pipeline(s) greater than or equal to 20-inches in diameter and greater than 1,500 feet of installed pipe.
- **Project Type C- Condition assessment.** The project shall involve determining appropriate testing methods, implementing a testing plan, and assessing results to determining remaining life of an asset.
- **Project Type D- Wastewater collection or transmission pipeline project.** The project shall involve new installation or upgrade/rehabilitation of a wastewater collection system (gravity) or transmission pipeline (force main). The project shall include a minimum of 500 feet of pipe installed within public rights of way.
- **Project Type E- Wastewater lift station or water pump station project.** The project shall involve a new or upgraded wastewater lift station or water pump station project. Lift station or water pump station projects shall have at least two pumps. The firm capacity of the station shall be a minimum of 300 gallons per minute.

8. RFQ SUBMITTAL DOCUMENTS

For the response to be considered complete and timely, Respondent must submit ONE (1) original marked "ORIGINAL", Three (3) paper copies and One (1) USB copy of the proposal. Response submissions must be received by the City of Cocoa on or before 3:00 P.M., Thursday, March 23, 2023.

The submission will be comprised of the Response Cover Page followed by the required documents in Sections I-IX. Each section will be separated using divider tabs and the response will be bound. A USB drive containing a complete electronic copy of the submittal in pdf format must be included.

Respondents must include the following information in their proposal:

RFQ Submittal Acknowledgement: Respondent will complete the acknowledgement and agree to the terms and conditions therein.

Section 1 - Cover Letter: The response shall contain a cover letter signed by a person who is authorized to commit the Respondent's offer to perform the work included in the RFQ and should identify all materials and enclosures being forwarded in response to the RFQ. **(Limited to 2 pages)**

Section 2 - Table of Contents: The Table of Contents shall provide a listing of all major topics, their associated section number, and starting page. **(Limited to 2 pages)**

Section 3 - Company/Firms and Subconsultant Qualifications and Capabilities: The Company Qualifications and Capabilities section of the proposal shall be **limited to four (4) typewritten pages**. The purpose of this section is to provide a brief discussion of Respondent's business history and description of the firm's abilities and capabilities to perform Tasks described in the RFQ. The section should also include a summary of current and projected workload of the project team

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including the designated project manager and project engineer and statements addressing the following:

- 1) Responsiveness of the prime firm to satisfy the requirements of this RFQ, especially the Scope of Services and Minimum Qualifications set forth in Section 6 and 7;
- 2) The sufficiency of the financial resources and ability of the firm's personnel to perform the Contract or service;
- 3) Whether the firm has performed similar Contracts within the time and budget specified, without delay or interference;
- 4) The character, integrity, reputation, judgment, experience and efficiency of the firm;
- 5) The previous and existing experience and compliance by the Firm with the laws and ordinances relating to the scope of services;
- 6) The number, frequency, and outcome of any professional malpractice and other claims related to services rendered that are made against the firm in any administrative, license, court, or other legal proceeding within the last five (5) years; and
- 7) Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.

Section 4 - Project Team Qualifications and Experience: The Project Team Qualifications and Experience section of the proposal will be **limited to 8 pages** and shall include the following:

- Provide an overview of the project team's qualifications and experience (**Limited to 1 page**)
- Provide an organizational chart designating the following (**Limited to 1 page**):
 - Principal-In-Charge who will be the City's point of contact with the Consulting Firm for Contract Management purposes;
 - Project Manager who will manage all of the projects/tasks related to this RFQ and serve as main point of contact for project interaction;
 - Project Engineer who will serve as the Engineer of Record, and Project Manager for individual projects and tasks;
 - Key Engineering and Construction Services Personnel; and
 - List all sub-consultants that the Firm anticipates using as part of this RFQ.
- **Prepare Form A for the Proposed Project Manager.** Form A requires the consultant to provide three (3) projects demonstrating the proposed project manager's experience. List up to three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in this RFQ, as identified in the above **Section 7. Similar Projects**, wherein the proposed Project Manager has performed IN THE SAME CAPACITY with your firm, or other firms. LIST THE ONE PROJECT MANAGER ONLY AS INDICATED ON THE ORGANIZATIONAL CHART. The Consultant shall ensure that the basic description of the similar project *includes both identification* of the Similar Project Type (e.g., Project Type A, B, C, D, or E) *and* all required performance requirements and/or dimensions and that the elements are adequately explained in the text. Further, greater points will be awarded for a proposed Project Manager that has experience in multiple Project Types.
- **Prepare Form B for the Proposed Project Engineer.** List up to three (3) similar projects, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in

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this RFQ, as identified in the above **Section 7. Similar Projects**, wherein the proposed project engineer has performed IN THE SAME CAPACITY with your firm, or other firms. LIST THE ONE PROJECT ENGINEER ONLY AS INDICATED ON THE ORGANIZATIONAL CHART. The Consultant shall ensure that the basic description of the similar project *includes both identification* of the Similar Project Type (e.g., Project Type A, B, C, D, or E) *and* all required performance requirements and/or dimensions and that the elements are adequately explained in the text. Further, greater points will be awarded for a proposed Project Engineer that has experience in multiple Project Types.

Section 5 - Past and Present Experience and Performance on Projects. The experience and performance on Projects section of the proposal will be **limited to 6 pages** and shall include the following:

- Provide a summary of project team's experience on projects **(Limited to 1 page)**
- **Prepare Form C for the Proposed Project Team.** List up to five similar projects, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely matches the scope of work in this RFQ. The Consultant shall ensure that the basic description of the similar project *includes both identification* of the Similar Project Type (e.g., Project Type A, B, C, D, or E) *and* all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text. Further, greater points will be awarded for a proposed Project Team that has experience in multiple Project Types. **(Limited to 5 pages as Form C)**

Section 6 - Project Approach: The purpose of the Project Approach is to provide preliminary insight into how the Respondent would sequence work, manage multiple projects, effectively communicate with the City, provide quality assurance and quality control, and provide innovative ideas and approach. **(Limited to 3 pages)**

Section 7 - Resumes: Resumes of key personnel on project team relating to specific skills and experience related to the scope of work of the RFQ. **(Limited to 5 pages)**

Section 8 - Required Proposal Submittal Forms and Statements: This section of the proposal is where the following forms and statements will be located. Use the RFQ form template where provided.

- 1) Location **(form provided)**. Provide the Company/Firm's Office, and the residences of both the Project Manager and Project Engineer and identify whether these locations are within 75 miles of the City of Cocoa defined as City Hall, 65 Stone Street, Cocoa, Florida.
- 2) Affidavit of Existing or Prior Contracts with the City **(form provided)**
- 3) Affidavit of Other Applicable Mandatory Criteria **(form provided)**
- 4) Scrutinized Company Certification **(form provided)**
- 5) Drug Free Workplace Form **(form provided)**
- 6) Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions **(form provided)**
- 7) Non-Collusion/Lobbying Certification **(form provided)**
- 8) Organizational Information **(form provided)**
- 9) E-Verify Affidavit **(form provided)**
- 10) FEMA Rider **(form provided)**
- 11) Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement **(form provided)**
- 12) Business Reference List **(form provided)**

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- 13) Standard Terms and Conditions/Special Condition Modification Requests (**Proposer provided letter detailing exceptions**)
- 14) Copy of business licenses
- 15) Certificates of Insurance (see RFQ terms 4.1-4.6)
- 16) If applicable, Minority Business Enterprise certification

These materials will not be counted against the submittal's total page limit provided that they are all collected under a separate tabbed section of the submittal and labeled 'Required Proposal Forms and Statements.'

Written Response to the RFQ: When compiling the responses, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals **should NOT be permanently bound**; do not use three ring binders; should allow flat storage; and sections should be compiled in the sequence list above. **The Maximum number of pages shall be 33 pages**, not including tabs/dividers and the "Required Proposal Submittal Forms and Statements" section.

9. RFQ TIMELINE

The City reserves the right to establish and change the schedule of the RFQ process at any time, with or without notice and without penalty. However, the **anticipated** schedule for this RFQ is as follows:

Solicitation Schedule		
STEP	STAGE	DATE
1	RFQ Published and Advertised	Wednesday, February 8, 2023
2	Deadline for Respondent Questions	Wednesday, March 1, 2023
3	Responses/Addendum Issued by City	Friday, March 10, 2023
4	RFQ Submission Deadline	Thursday, March 23, 2023
5	Advisory Selection Committee Short List Ranking and Selection for Presentations (if needed)	TBD
6	Presentations (if needed)	TBD
7	Final Ranking and Recommendation of Firms by Advisory Selection Committee	Wednesday, April 12, 2023
8	City Council consideration of ASC Recommendation and City Council's decision regarding Ranking and Selection for Contract Negotiations	Tuesday, April 25, 2023
9	Contract Award by Council if negotiations successful	Tuesday, May 23, 2023

10. PRESENTATIONS

In general, the City wishes to avoid the expense to the City and to Respondents of unnecessary oral presentations. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no top-ranked firms can be clearly identified by review of the written submittals alone, then the Advisory Selection Committee shall schedule three or more of the top ranked firms for presentations.

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If the City chooses to conduct oral presentations with one or more of the Respondents, the presentations will be held before the Advisory Selection Committee at a duly noticed meeting which may be open to the public. Minutes of the meeting will be prepared, and the meeting shall be tape recorded in accordance with s. 286.0113, Florida Statutes. The following general guidelines will be used during the presentations:

The City will establish the presentation schedule and Respondents will be notified at least seven (7) calendar days in advance of the date, time, and place of the presentations. Respondents are required to be available for the presentations and top members of the Respondent's team that will be working on and supervising the project are also expected to be present at the presentation and be available for questions.

The City will attempt to allot equal time for each Respondent divided into three sequential parts: (1) Introductory presentation by the Respondent (5 Minutes); (2) Questions and Answers between members of the ASC and the Respondent (10 Minutes); and (3) Brief closing remarks by the Respondent (5 Minutes). The time allotted for the presentation will be deemed the maximum time and no firm will be penalized for using less than the allotted time. The City reserves the right to go over the allotted time at any presentation to the extent that the Advisory Selection Committee deems it necessary to continue the question and answer period of the presentation related to Respondent's relevant qualifications and the criteria, and factors set forth in the RFQ.

Oral presentations will provide an opportunity for key members of the Respondent's team to demonstrate their, and their firm's, ability to communicate succinctly, efficiently, effectively, creatively, and economically about the requirements of this RFQ, and to demonstrate that their skills, qualifications, and character are compatible and consistent with the City's requirements and objectives set forth in this RFQ.

After the presentations, the Advisory Selection Committee will deliberate and prepare a recommended ranking of the qualifications of the Respondents that presented based on the written proposals and the presentations. The deliberations and recommendation may not occur at the presentation session, and will likely occur at a subsequently noticed meeting of the Advisory Selection Committee. The final ranking will be submitted to the City Council as a recommendation only. The City Council has the right to accept, reject, or modify the recommendation as it deems in the best interests of the City of Cocoa. The City Council will render, at its sole and absolute discretion, the final decision on the ranking received from the Advisory Selection Committee and make selection of Consultants for contract negotiations and the award of any and all Contracts, subject to successful contract negotiations, under this RFQ. The City Council's decision shall constitute the final decision of the City of Cocoa regarding this RFQ.

11. EVALUATION PROCEDURE AND CRITERIA

All responses will be subject to a review and evaluation process under the CCNA procedure set forth in the Florida Statutes. It is the intent of the City that all engineering firms and consultants responding to this RFQ who meet the requirements contained in this RFQ shall be ranked, at the City's sole and absolute discretion, in accordance with the criteria and factors established in these

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documents. The City will consider all responsive and responsible responses received in its evaluation and award process.

Submittals will be scored and weighted using the evaluation rating range table and cumulative point system (the maximum attainable score is 100 points) as follows:

- 1- Firm's Qualifications (Section III) – 23 Points
- 2-Project Team's Qualifications (Section IV, VII) – 25 Points
- 3- Experience and Performance (Section V) – 25 Points
- 4- Project Approach (Section VI) – 10 Points
- 5- Location of Firms Office, Project Manager and Project Engineer (Section VIII) – 15 Points

The Project Manager, the Project Engineer, and their office should reside within 75 miles of the City of Cocoa City Hall. If any listed above are located outside of the 75-mile radius, then zero points will be awarded.

- 6- Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act. (2 pts)

The City may, at its discretion, seek clarification of any aspect of a Consultant's submittal. Selection shall be made of the Consultants that demonstrate capability while most closely meeting the City's needs according to the requirements of this RFQ and the evaluation criteria and factors designated herein. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful Respondents negotiating acceptable terms under a Consulting Professional Services Agreement. **While not part of the ranking part of the RFQ process, Consultants are hereby notified that should a Respondent be selected to negotiate a contract with the City, the City will be paying significant attention to cost of services being offered.** If the City pursues competitive negotiations with your firm and the City cannot agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm or firms until the City has awarded a contract or rejected all the proposals at its sole discretion.

While the City intends to enter into contracts with a minimum of the top two (2) most qualified Consultants, subject to successful negotiation of acceptable terms of a contract, the City reserves the right to supplement the number of selected Consultants and enter into further additional contracts should certain areas of requested engineering expertise either (1) not be offered at all by the top two most qualified Consultants; or (2) if there are not an adequate number of engineering firms offering certain areas of expertise, in the City's sole discretion and determination."

12. OTHER APPLICABLE MANDATORY CRITERIA

The following represent additional mandatory criteria (See Section IX Affidavit):

- 1) The firm is licensed to practice in Florida and said license is in good standing.
 - 2) The firm has no legal or professional conflict of interest with regard to any other work performed by the firm for the City of Cocoa or for any other person or entity or with respect to the scope of services required by this RFQ.

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- 3) The firm adheres to the instructions and requirements in this RFQ in preparing and submitting the response including, but not limited to the Anti-Lobbying provision.

EACH RESPONDENT SHALL BE REQUIRED TO ADDRESS THE OTHER APPLICABLE MANDATORY CRITERIA IN WRITING AS PART OF THE RFQ SUBMITTAL PACKAGE. IF ANY OF THE FACTORS OR CRITERIA IS NOT APPLICABLE, THE RESPONDENT IS INSTRUCTED TO WRITE "NOT APPLICABLE" AS AN ANSWER.

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RFQ SUBMITTAL ACKNOWLEDGEMENT



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

ISSUANCE DATE:
Wednesday, February 8, 2023

PROPOSALS MUST BE RECEIVED PRIOR TO:
Thursday, March 23, 2023, 3:00PM

PURCHASING DIVISION CONTACT:

Brian Dale
(321) 433-8833
purchasing@cocoafl.gov

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Vendor Name:	List of Deviations (if any) attached Yes___ No___
Address:	If submitting a "NO RESPONSE", state reason: _____
City, State, Zip:	_____
Primary Contact:	
Phone Number:	
E-Mail Address:	
FEIN Number:	

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

One (1) original (MARKED "ORIGINAL"), Three (3) paper copies and One (1) electronic copy on a USB drive of all responses and required attachments must be executed and submitted in a

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sealed envelope. Respondent shall mark response envelope, **RFQ #Q-23-12-COC ENGINEERING SERVICES FOR DESIGN, PERMITTING, AND SERVICES DURING CONSTRUCTION FOR UTILITY CONVEYANCE SYSTEMS UPGRADES AND EXPANSION**. Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFQ proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFQ package to the City of Cocoa, and bind the Respondent to the terms and conditions of this RFQ. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFQ Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFQ submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFQ process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank Respondents to this RFQ.

The final ranking of the qualifications of all Respondents by the City does not guarantee that any of the highest ranked Respondents will be selected to perform the services required by this RFQ. The City, at its sole discretion, will initiate negotiations to enter into two or more written Contracts with selected Respondents pursuant to this RFQ and in accordance with the Consultants' Competitive Negotiation Act, s. 287.055, Florida Statutes. Said Contracts shall be approved separately by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful Respondent offering fair, competitive and reasonable prices for their services and the Respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFQ with any Respondent at any time, including after selection of certain Respondents for negotiation. Selected Respondents will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected Respondent until such time the written agreement is approved by the City Council at a public meeting and executed by the City and Respondent.

Respondent shall bear all costs associated with preparing and responding to this RFQ. The City of Cocoa will provide no compensation for such costs.

During the RFQ process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquiry about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFQ.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFQ which is set forth in Section I of this RFQ.

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Addendum Acknowledgements [List addenda number and date]:

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFQ AS IF SET FORTH ABOVE.

Authorized Signature	Date

Name of Respondent

Title

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SECTION I – COVER LETTER

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SECTION IV – PROJECT TEAM’S QUALIFICATIONS

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**FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 1 of 3)**

Proposed Project Manager: Name: _____

1. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

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**FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 2 of 3)**

Proposed Project Manager: Name: _____

2. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

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**FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 3 of 3)**

Proposed Project Manager: Name: _____

3. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

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**FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 1 of 3)**

Proposed Project Engineer: Name: _____

1. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
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**FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 2 of 3)**

Proposed Project Engineer: Name: _____

2. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
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**FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 3 of 3)**

Proposed Project Engineer: Name: _____

3. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

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SECTION V - PROJECT EXPERIENCE

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**FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 1 of 5)**

1. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
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**FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 2 of 5)**

2. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
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**FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 3 of 5)**

3. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
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**FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 4 of 5)**

4. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
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**FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 5 of 5)**

5. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

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SECTION VI – PROJECT APPROACH

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SECTION VII – RESUMES

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SECTION VIII – OTHER REQUIRED FORMS

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BUSINESS REFERENCE LIST

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last ten (10) years, engineering services similar to the scope of services required by this RFQ.

1. Company Name _____
Contact Name and Title _____
Address _____
Phone Number _____
Duration of Contract or business relationship _____

2. Company Name _____
Contact Name and Title _____
Address _____
Phone Number _____
Duration of Contract or business relationship _____

3. Name _____
Contact Name and Title _____
Address _____
Phone Number _____
Duration of Contract or business relationship _____

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**AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND
PROJECT ENGINEER**

(PAGE 1 OF 2)

Proposers shall complete and submit the information below to clearly identify the location of the Project Manager and Project Engineer designated in the organizational chart required in Section III RFQ Submittal Requirements. All proposers shall complete and sign the pages of this form concerning location. **NOTE THE AFFIDAVIT/ NOTARIZATION REQUIREMENT (page 2).**

1. Current domicile of Project Manager:

Name	_____
Address	_____
City, State, Zip	_____
County	_____
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ☐ Yes ☐ No	

2. Current domicile of Project Engineer:

Name	_____
Address	_____
City, State, Zip	_____
County	_____
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ☐ Yes ☐ No	

3. Firm's Office Location:

Company	_____
Address	_____
City, State, Zip	_____
County	_____
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ☐ Yes ☐ No	

**CITY OF COCOA
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**AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT
ENGINEER**

(PAGE 2 OF 2)

AFFIDAVIT

Under penalties of perjury, I swear that the preceding location information is true and correct. I also acknowledge that any material misrepresentation will be grounds for terminating for default any Contract, which may have been awarded due in whole or part to such misrepresentation. I also understand that false statements may result in criminal prosecution for a felony of the third degree per Section 92.525(3), Florida Statutes.

Authorized Signatory	Name of Proposer
Typed or Printed Full Name	Date
Title	

On this _____ day of _____, 20__, before me appeared (name)_____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm)_____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires _____

(seal)

Date _____

State of _____

County of _____

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AFFIDAVIT OF EXISTING AND PRIOR CONTRACTS WITH THE CITY OF
COCOA

STATE OF _____

CITY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.

2.I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3.I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.

4.I am familiar with one of the factors in the Consultants Competitive Negotiations Act ("CCNA"; section 287.055, Florida Statutes) that requires the City of Cocoa to generally consider the volume of work previously awarded each firm by the City of Cocoa when awarding new Contracts under the CCNA with the object of effecting an equitable distribution of Contracts among qualified firms, provided the distribution does not violate the principle of selection of the most highly qualified firm; and

5. I am familiar with the client base and the various Contracts for services entered into by Respondent, and have knowledge of whether or not there are any existing and/or prior Contracts within the past three (3) years between the City of Cocoa, Florida and Respondent.

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6. Based on my knowledge indicated in paragraph 5 of this Affidavit, there currently exist the following Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

7. Based on my knowledge indicated in paragraph 5 of this Affidavit, there were the following prior Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa within the previous three (3) years from the date of this Affidavit, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
_____	_____

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_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FURTHER AFFIANT SAYETH NAUGHT.

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of (____) physical presence or (____) online notarization, this ____ day of _____, 20__ by _____ [] who is personally known to me, or [] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20__.

NOTARY PUBLIC
Print Name: _____

My Commission Expires:

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**AFFIDAVIT OF OTHER APPLICABLE MANDATORY
CRITERIA**

STATE OF _____

CITY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.
2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.
3. I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.
4. I am familiar with the current professional licensing status of Respondent.
5. I have assisted in preparing the Respondent's response to the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion and I am familiar with the contents of said response.
6. I am also familiar with the other applicable mandatory criteria listed in sections 6 and 7 of the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; and
7. Based on my personal knowledge and belief, I state as follows:
 - a. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;

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- b. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person or entity, or with respect to the scope of services required by the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; and
- c. The Respondent adhered to the instructions set forth in the City of Cocoa Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of (____) physical presence or (____) online notarization, this ____ day of _____, 20__ by _____ [] who is personally known to me, or [] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20__.

NOTARY PUBLIC
Print Name:

My Commission Expires:

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Scrutinized Company Certification

This certification is required pursuant to Sections 287.135, 287.012 and 215.473, Florida Statutes.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. [215.4725](#), or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

- 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. [215.473](#); or
- 2. Is engaged in business operations in Cuba or Syria.

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

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engaged in business operations in Cuba or Syria; or on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on any of the Scrutinized Company Lists above or becomes engaged in business operations in Cuba or Syria, or becomes engaged in a boycott of Israel.
- d. The Vendor understands that any contract with an agency or local governmental entity for goods or services of \$1 million or more entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Any contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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(Authorized Signature)

(Printed Name and Title)

(Name of Vendor)

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (____) physical presence or (____) online notarization, this ____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as _____ (title) of _____ (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature) State of _____ at Large (Seal)

(Print Name) My commission expires: _____

Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a Contract with an agency or local government entity for goods or services of \$1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:

Sudan:

1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:

1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

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The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:

<http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx> then click on the "Other Links" to the List

or

<http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409>

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Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the RFQ response.

IDENTICAL TIE PROPOSALS: Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

AUTHORIZED SIGNATORY

Typed Name of Signatory

Title

Date

Witness Signature

Typed Name of Witness

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

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
 - b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

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

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

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

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

Instructions for Certification (B)

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

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

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

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

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

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

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

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

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

Applicant:		Date:
Signature of Authorized Certifying Official:		Title:

CITY OF COCOA
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Non-Collusion/Lobbying Certification

This statement is submitted with Proposal by:

_____ whose business address is _____
[Name of entity submitting sworn statement]

_____ and its Federal Employer Identification Number (FEIN) is _____.

My name is _____ and my relationship to the above is _____.
[Please print name of individual signing]

A. NON-COLLUSION PROVISION CERTIFICATION.

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B. LOBBYING CERTIFICATION.

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member or Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in, **Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.

AUTHORIZED SIGNATORY

Typed Name of SIGNATORY

Title

Date

Witness Signature

Typed Name of Witness

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Organizational Information

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

- A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
- B. A copy of a resolution listing the members of staff as authorized signatories for the company.
- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D. or Social Security Number					

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "H", Organizational Information**, is truthful and correct at the time of submission.

Respondant/Contractor_Name:

Mailing_Address:

Telephone_Number: _____ E-mail Address: _____

FEIN: _____ DUNS: _____ CAGE Code: _____ As issued through www.sam.gov

Authorized SignatoryPrinted Name

Title_____

Date_____

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E-Verify Contractor Affidavit

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) , a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal] Notary Public

Name typed, printed, or stamped

My Commission Expires: _____

**CITY OF COCOA
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FEMA RIDER

FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA

GRANTEES AND SUBGRANTEES

1. *Equal Employment Opportunity*

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: <https://www.dol.gov/agencies/whd/government-contracts/construction>. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland “Anti-Kickback” Act*

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. *Compliance with the Contract Work Hours and Safety Standards Act*

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys

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payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

~~5. Rights to Inventions Made Under a Contract or Agreement Not Applicable~~

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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- c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

- a. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- b. Prohibitions.
 - i. Section 889(b) of the John S. McCain National Defense Authorization Act

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for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

- i. This clause does not prohibit contractors from providing—
 1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 1. Covered telecommunications equipment or services that:
 - a. Are *not used* as a substantial or essential component of any system; *and*
 - b. Are *not used* as critical technology of any system.
 2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

- i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of

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any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - 1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - 2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

- a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
 - i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:

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(1)The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2)The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3)The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1.No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering

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into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

18. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. ~~Copyright and Data Rights~~– Not applicable

~~The Contractor grants to the CITY OF COCOA a paid up, royalty free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography,~~

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~~pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

Authorized Signature

Date

Name of Respondent

Title

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**Flow down of Terms and Conditions from the Federal
Regulations and/or Grant Agreement**

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

- A. The subcontractor is bound by the terms of this Agreement;
- B. The subcontractor is bound by all applicable state and federal laws and regulations; and
- C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the FEMA RIDER, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Respondant.

Respondant/Contractor_Name:

Mailing_Address:

Telephone_Number: _____ E-mail Address: _____

FEIN: _____ DUNS: _____ CAGE Code: _____ As issued through www.sam.gov

Authorized Signature

Date

Name of Respondent

Title



Purchasing

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8833

EMAIL: PURCHASING@COCOAFL.ORG

March 6, 2023

Addendum 1

To the Contract Documents and Specifications:
RFQ # Q-23-12-COC

Engineering Services for Design, Permitting and Services During Construction for
Utility Conveyance Systems Upgrades and Expansion

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

A. This addendum includes and addresses the following questions:

- A.1.Regarding Project Type C – Condition assessment is a common component of an overall system master plan in which the assessment is done in the early stages of the contract. If the condition assessment work is complete but the contract (future planning scenarios and 20-yr capital improvement plan development) is still on-going , can this be used as a similar project as the work related to Project Type C is complete? The whole project needs to be completed not just a portion.
- A.2.For the project examples, can they include projects whereby the design and permitting are complete, but construction has not commenced or is not complete? If we are just reviewing their work product related to design and permitting that is acceptable. But for engineering construction services the entire construction portion of the project would also need to be complete.
- A.3.In regard to Number 8, Sections 4 and 5, are firms permitted to use projects for Forms A, B, and C that were performed for the City of Cocoa? Experience with the City of Cocoa is acceptable.
- A.4.Will the awarded Firm have an opportunity to review and provide exceptions for negotiations, if any, to the contract terms and conditions? Yes, final agreement

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will be negotiated. If there are any known deviations at this time include them on a separate sheet as part of section eight. See RFQ page 17 (section 8, 13).

B. All other Bidding/Contract Documents and Specifications remain unchanged.

Should there be additional questions or clarification needed please contact the Purchasing and Contracts Division at purchasing@cocoaf1.org.

Brian Dale
Purchasing Manger
City of Cocoa

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Original

City of Cocoa

Engineering Services For
Design, Permitting, and Services
During Construction of Utility Conveyance
Systems Upgrades and Expansion

RFQ No. Q-23-12-COC



CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

RFQ SUBMITTAL ACKNOWLEDGEMENT



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

ISSUANCE DATE:
Wednesday, February 8, 2023

PROPOSALS MUST BE RECEIVED PRIOR TO:
Thursday, March 23, 2023, 3:00PM

PURCHASING DIVISION CONTACT:

Brian Dale
(321) 433-8833
purchasing@cocoaf.fl.gov

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Vendor Name: Kimley-Horn and Associates, Inc. Address: 7341 Office Park Place, Suite 102 City, State, Zip: Melbourne, FL 32940 Primary Contact: Tucker Hunter, P.E. Phone Number: 407-982-3064 E-Mail Address: Tucker.Hunter@kimley-horn.com FEIN Number: 56-0885615	List of Deviations (if any) attached Yes ☒ No ☐ Included in Section VIII. If submitting a "NO RESPONSE", state reason: _____ _____

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

One (1) original (MARKED "ORIGINAL"), Three (3) paper copies and One (1) electronic copy on a USB drive of all responses and required attachments must be executed and submitted in a

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

sealed envelope. Respondent shall mark response envelope, **RFQ #Q-23-12-COC ENGINEERING SERVICES FOR DESIGN, PERMITTING, AND SERVICES DURING CONSTRUCTION FOR UTILITY CONVEYANCE SYSTEMS UPGRADES AND EXPANSION**. Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFQ proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFQ package to the City of Cocoa, and bind the Respondent to the terms and conditions of this RFQ. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFQ Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFQ submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFQ process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank Respondents to this RFQ.

The final ranking of the qualifications of all Respondents by the City does not guarantee that any of the highest ranked Respondents will be selected to perform the services required by this RFQ. The City, at its sole discretion, will initiate negotiations to enter into two or more written Contracts with selected Respondents pursuant to this RFQ and in accordance with the Consultants' Competitive Negotiation Act, s. 287.055, Florida Statutes. Said Contracts shall be approved separately by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful Respondent offering fair, competitive and reasonable prices for their services and the Respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFQ with any Respondent at any time, including after selection of certain Respondents for negotiation. Selected Respondents will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected Respondent until such time the written agreement is approved by the City Council at a public meeting and executed by the City and Respondent.

Respondent shall bear all costs associated with preparing and responding to this RFQ. The City of Cocoa will provide no compensation for such costs.

During the RFQ process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquiry about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFQ.

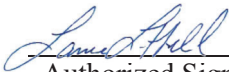
Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFQ which is set forth in Section I of this RFQ.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

Addendum Acknowledgements [List addenda number and date]:

Addendum 1, March 6, 2023

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND
CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFQ AS IF
SET FORTH ABOVE.



Authorized Signature

March 22, 2023

Date

Lance R. Littrell, P.E.

Name of Respondent

Vice President

Title

Section I

Cover Letter





I. Cover Letter

March 22, 2023

Brian Dale
Purchasing Manager
Purchasing & Contracts Division
65 Stone St.,
Cocoa, FL 32922

Kimley»Horn

7341 Office Park Place
Suite 102
Melbourne, FL 32940
321.430.1138
kimley-horn.com

Re: Engineering Services for Design, Permitting, and Services During Construction of Utility Conveyance Systems Upgrades and Expansion; RFQ No. Q-23-12-COC

Dear Mr. Dale and Members of the Selection Committee:

As the City of Cocoa looks to upgrade and expand their utility conveyance systems, **Kimley-Horn** would like to express our sincere desire to serve the City as your preferred engineering consultant. Now, more than ever, utilities are faced with several business challenges with maintaining infrastructure, expanding asset life, and securing safe and reliable water supply while balancing the impacts of severe weather events. Utilities are being asked to do more with less and need to address the increasing demand for staff productivity and effectiveness to meet the increasingly stringent regulations while also meeting stakeholder and customer expectations.

To complement the City of Cocoa's goals and objectives, you need a partner you can trust that provides a deep bench of professional resources capable of putting your vision into action. You need not only innovative and outside the box thinkers, but you also need the capacity to support operational decisions, as well as capital improvement projects. Kimley-Horn's understanding of the needs under this contract positions our firm as the logical selection for the City of Cocoa.

A Relationship Built to Last

Relationship capital is very important to our team. As our principal-in-charge and technical advisor, **Lance Littrell, P.E.** has compiled a team to match the personality styles of the City's staff to continue strengthening our long-standing relationships with the City. Lance and the Team understand the importance of responsiveness as well as the technical experience to handle every aspect of the City's goals under this contract.

Tucker Hunter, P.E. and **Steve Romano, P.E.**, each understand the City's future goals, challenges, and opportunities. Tucker will serve as our team's local project manager as he has been building a strong utilities team to specifically serve the City for contracts such as this. Steve will serve as your dedicated project engineer providing the City with a local, responsive contact involved with day-to-day project delivery. Our team doesn't want to just complete tasks but deliver successful projects that will serve the City of Cocoa and its residents for years to come. We believe creating a long-lasting relationship with the City is imperative to meeting the City's expectations. You can expect our team to think of themselves as an extension of your staff.



Tucker Hunter, P.E.
Project Manager



Steve Romano, P.E.
Project Engineer



Lance Littrell, P.E.
Principal-in-Charge
and Technical Advisor



Local Service, Local Response

Our proximity to City offices and critical City infrastructure will allow our team to be on site or in the field at a moment's notice. Tucker is based out of our local Melbourne office, just a quick 20-minute drive away from City offices. This local office will be the primary office serving the City on this contract, with specialized support from our surrounding offices. Additionally, Steve leads our utility team in the Orlando office and lives locally in Merritt Island. Between these offices, our team offers a proven ability to serve local utilities in the area such as the cities of Titusville and Cape Canaveral, as well as Brevard County. Tucker, Steve, and several members of our project team are Brevard County residents who take pride in serving the local community and look forward to serving the City through improving critical infrastructure.



Experience Serving Public Utilities

Our team understands a variety of utility engineering services are needed to implement your capital and operational programs on an on-call basis. We are currently serving dozens of Florida utilities with on-call engineering services, and we take a collaborative approach to utility infrastructure projects. Tucker currently serves as project manager for Brevard County under a continuing services contract for similar services. He knows what it takes for an on-call contract to be successful and has the experience necessary to navigate his team through any project that may arise. In addition, several members of our team have completed condition assessments, planning evaluations, pumping and storage projects, pipeline projects, water and wastewater treatment, grants assistance, and construction phase services for neighboring municipalities. This experience gives our team an extensive understanding of local conditions and insight on how we can best serve the City of Cocoa.

One Stop Shop

In addition to our expertise with integrated water systems, Kimley-Horn offers a full range of services including comprehensive planning; environmental services; asset management; transportation planning; traffic engineering; roadway design; structural engineering; survey; streetscape and landscape design; and public involvement. This gives you the comfort of knowing that a wide range of activities are all under the management and quality control of one firm—meaning better coordination, better decisions, better communication, increased productivity, and quicker, more accurate project deliverables that are consistent with your needs.

With this response, we offer our commitment to the City of Cocoa and ask for your favorable evaluation. Our bench of professionals is committed and eager to represent the City of Cocoa on this contract and look forward to providing our professional services to support your commitment to providing high quality engineering services to your community. We stand ready to serve and ask for the opportunity to do so. With Kimley-Horn, you can truly expect more and experience better.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Tucker Hunter, P.E.
Project Manager

Steve Romano, P.E.
Project Engineer

Lance Littrell, P.E.
Principal-in-Charge/Vice President

As Vice President with the firm, Lance Littrell, P.E. is duly authorized to contractually bind the firm.

Section II

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Engineering Services For Design, Permitting, and Services During Construction of Utility Conveyance Systems Upgrades and Expansion

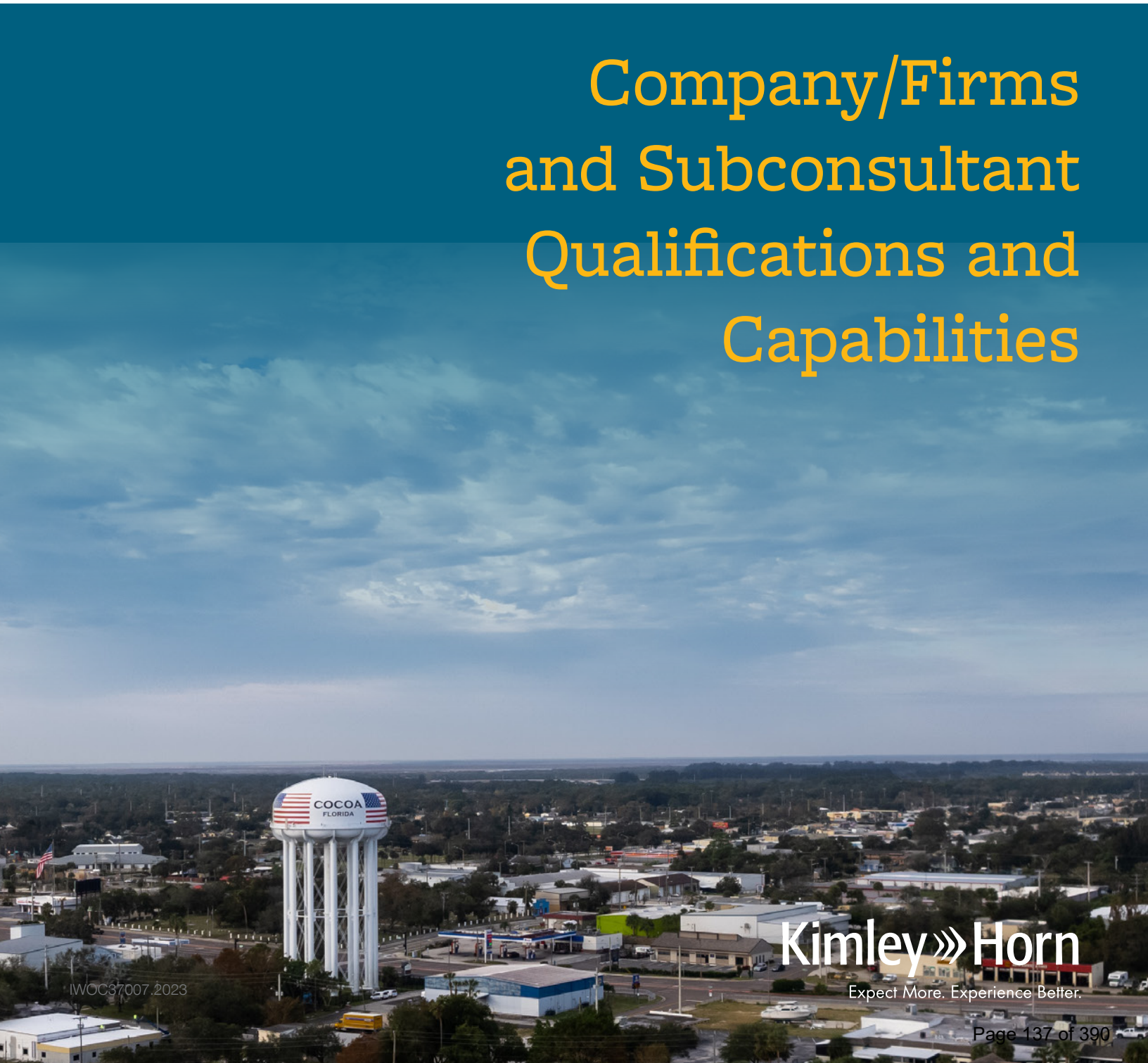
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Section III

Company/Firms and Subconsultant Qualifications and Capabilities



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III. Company/Firms and Subconsultant Qualifications and Capabilities

The City of Cocoa is seeking a qualified consultant to provide on-call engineering services for design, permitting, and construction phase services for utility conveyance system upgrades and expansion. The City needs a consultant that can navigate the wide-ranging responsibilities and challenges presented by each project with a clear, visionary approach, as well as a proactive partner who is familiar with your procedures. With 56 years of experience serving Florida municipalities—**Kimley-Horn** is that partner.

Kimley-Horn is a full-service, employee-owned, multidisciplinary consulting firm offering a broad range of engineering, planning, landscape architecture, and environmental services to clients in both the private and public sectors. Our permanent staff includes more than 6,900 professional, technical, and support staff nationwide in more than 100 offices throughout the United States. In Florida alone, Kimley-Horn has nearly 1,200 employees across 18 offices.

With Kimley-Horn you'll get access to a deep bench of resources to tackle any project effort under this contract. This is made possible by our large and diverse professional staff. We bring a complete understanding of water, wastewater, and reclaimed water systems from the initial needs analysis and master planning to detailed design, construction phase services, condition assessments, and start-up and commissioning. Kimley-Horn offers our clients the individual, personal service that you would expect from a small local firm, but we couple it with the manpower and technical resources of a nationally ranked multidisciplinary engineering firm.

Key Personnel

Kimley-Horn understands the importance of assembling a strong project team; by selecting your consultant for these continuing services, you are truly seeking a long-term partner and trusted advisor. The City needs a core team of experts with relevant hands-on experience and a high level of responsiveness, both in terms of exceptional local support and technical expertise. As you've experienced working with our team on various volunteer and conference events, our team and specially your project manager, **Tucker Hunter, P.E.** and project engineer, **Steve Romano, P.E.** are empowered to call upon any resources you may need and can assure you that immediate assistance is only a phone call away.



Our project team will be led by our project manager, **Tucker Hunter, P.E.** who is based out of our Melbourne office located just 10 miles from the City of Cocoa. He brings diverse experience in utility conveyance projects that includes over 25 miles of potable water, wastewater collection, force main, and reclaimed water main pipeline design (ranging from 4 inches to 36 inches in diameter), and pump station design. He currently serves as one of our project managers on continuing services contracts with the City of Titusville and Brevard County. He understands projects, regulatory agencies and obtaining permits, construction services, and—most importantly—communicating with our clients to meet expectations for deliverables.

Supporting Tucker is our project engineer, **Steve Romano, P.E.** based out of our Orlando office. Steve brings 26 years of experience working as a consultant for municipalities, including the cities of Cape Canaveral, Titusville, and Brevard County. Steve has experience with a full range of wastewater projects, including wastewater treatment facility design, pipeline design, pump station design, and master planning, including advanced hydraulic modeling, permitting assistance, and regulatory guidance. Steve's experience allows him to bring cost-effective, innovative ideas to provide solutions that best fit the specific needs of his clients.

Capabilities and Areas of Specialization

Kimley-Horn offers the City of Cocoa a utility team that is committed to providing clients with cost-effective and state-of-the-art design solutions. We bring an understanding of water and wastewater system operations, end-user requirements, and design capabilities that enable Kimley-Horn to produce plans that are constructable, meet the needs of our clients, and minimize construction costs. We have served more than 100 cities, counties, and local government clients throughout Florida—and more than 50 of these municipalities have chosen Kimley-Horn as their on-call consultant.

Throughout the firm's growth, we have come to appreciate the value and importance of remaining true to our roots as a small firm and focusing our attention on our local clients and providing them with the personalized and responsive service they expect.

We are pleased to offer the City a consulting firm that is local; provides a wealth of experience in utility conveyance, pump station, and storage projects; and has complementary multi-disciplinary engineering in-house capabilities to support any utility project. Our utility resources services and experience include, but are not limited to, the list provided below.

- | | | |
|--|---|-----------------------------|
| ■ Wastewater collection system evaluation and design | ■ Construction observation services | ■ Sanitary sewer collection |
| ■ Water storage facilities location and design | ■ Collection system condition assessments | ■ Force mains |
| ■ Pump station planning and design | ■ Hydraulic modeling and analysis | ■ Rehabilitation and repair |
| ■ Lift station planning and design | ■ Rehabilitation/replacement | ■ Water reuse facilities |
| ■ Well design | ■ Capital improvement planning | ■ GIS services |
| ■ Metering | ■ Permitting | ■ Flow modeling |
| | ■ Master planning | ■ System optimization |
| | | ■ Manhole assessment |

Planning Evaluations/Studies

The City has been very proactive in planning, assessing, and exercising the utility infrastructure assets by engaging contractors to support in exercising programs, consultants in refreshing evaluations and refocusing maintenance/rehabilitation efforts and addressing assets with high probability of failure (the 24-inch main feeding NASA). We commend you in your proactive effort and understand that in order to properly maintain utility systems, you need solutions that meet your needs while addressing aging infrastructure and water quality. Our planning expertise includes inventory and analysis, needs assessment/issue identification, schematic master plan development, cost projections, and implementation program development. We will deliver a product that will help you determine the condition of current water and wastewater systems, organize future capital improvement projects to fix system deficiencies, plan for future sustainability and resiliency, and investigate the applicability of industry technology.

Pipeline

Similar to your aggressive approach to infrastructure maintenance, we have experience with traditional pipeline design to more complex designs that include directional drilling and pipe bursting. We have designed hundreds of miles of pipelines varying sizes and materials, from smaller diameter neighborhood pipelines to major transmission mains. We routinely design projects under strict regulatory compliance conditions, such as State Revolving Fund loan requirements, coordinating with existing utilities to avoid underground conflicts, and integrating with existing systems. We interact regularly and have longstanding relationships with permitting agencies in procuring permits for unique horizontal directional drill projects, including those involving subaqueous crossings under sensitive wetlands, major highways, and under Waters of the State.

Pumping and Storage

Our team of experts have designed hundreds of pump stations in Florida for water, wastewater, stormwater, reuse, and seawater. Our experience includes the design of pump stations with capacities as small as a simplex grinder pump to stormwater pump stations with capacities up to 500 MGD. We have designed, permitted, and placed into operation several master wastewater in-line booster pump stations. These stations have eliminated the need for wet wells,

thereby eliminating odor problems while at the same time conserving energy through the use of variable frequency drives.

Condition Assessments

We have conducted numerous inflow and infiltration (I&I) studies and managed the subsequent I&I improvement programs, including one in Satellite Beach for Brevard County. We know that aging systems in coastal low lying areas face significant challenges to eliminate I&I. Kimley-Horn has the capability to coordinate flow monitoring, evaluation, prioritization of improvements, and modeling necessary to develop and implement an effective program. Our team can conduct condition assessments on aging lift stations/manholes/pump stations to determine where rehabilitation or replacement is warranted.

Construction Phase Services

With our proximity to the City, you can expect a member of our team to be on-site for any construction observations. Our construction phase services include shop drawing and submittal review, startup assistance and training, evaluation of delivered material, and coordinating punch list observations and materials testing. Our firm takes pride in designing “buildable” plans, and our knowledge of construction issues and costs is evidenced by our outstanding record of on time and on budget completions. Our experience can be used to review plans and specifications to identify constructability issues early in the process. Then, affordable adjustments can be made to maintain progress and avoid stop-work situations.

Treatment

Through our relationships with the City, we understand the challenges and opportunities that await the City's future in treatment projects as well. From the potential federal funding of utilities serving military bases to the pending regulations on both potable water and wastewater disposal. We offer a team well versed in water and wastewater treatment. Our experience includes an array of advanced water treatment projects. We have also successfully designed wastewater treatment facilities ranging from small package plants as well as large municipal wastewater treatment facilities, expansions, and brand-new greenfield sites. Our specialists have expertise with nearly every treatment process including oxidation ditches, 4- and 5-stage Bardenpho, A2O, MLE, MBR, MABR, and MBBR processes.

Qualified Subconsultants

Your project manager, Tucker Hunter, P.E. will coordinate with each subconsultant firm to help ensure that they adhere to Kimley-Horn's established policies and procedures and provide quality products. Our subconsultant team consists of **L&S Diversified** for surveying services; **The Merchant Strategy** for public information assistance; **NADIC** for geotechnical/materials testing; and **Bailey Engineering Consultants** for electrical and control systems.

Financial Resources

Kimley-Horn and Associates, Inc. had 2021 revenues of \$1.5 billion. Kimley-Horn has been in business since 1967. We are financially strong, and we are committed to our continued financial health. As of December 31, 2021, the firm had total assets of \$630 million and stockholder's equity of approximately \$181 million. In addition to the financial resources noted, Kimley-Horn also has an untapped \$125 million operating line of credit available for short-term cash flow needs. The firm's cash flow continues to be very strong. We maintain a disciplined focus on business fundamentals, operate the firm conservatively, and our internal controls and business standards are designed to keep our foundation strong. For any questions regarding Kimley-Horn's financial status, please contact Lindsey Balltzglier, Controller, at (919) 678-4141.

Ability to Deliver on Time and on Budget

Kimley-Horn has a proven record of performing on time and within budget for our clients. The key to our success is managing the right resources at the right time. We have developed project management and reporting procedures that will allow our team to track the City of Cocoa's projects with respect to schedules and budgets. Kimley-Horn will work with the City to define project scoping, implementation, scheduling, management, budgetary monitoring, and quality assurance. We will provide all team members with our approved project management plan that includes agreed upon scope of services, staff hours, and project schedule, including a list of critical milestones.

Additionally, both the City staff and Tucker will have the capability to call on Kimley-Horn's P.I.C. and technical advisor, **Lance Littrell, P.E.**, for any guidance needed for the City. Whether it be industry contacts and relationships, technical expertise gained from a diverse history in the water and wastewater industry or local knowledge of utility projects, Lance's resources will be brought to bear for the City *much like the Governor pulls in resources for times of need*. Lance and Tucker have worked together over the last five years and have a proven track record of meeting and exceeding client expectations. They were able to meet an accelerated deliverable for the City of Davenport with the design of a 65,000 linear feet of water main replacement for the downtown area. The project was anticipated to take 12-months for design and due to communicating with the client to monitor their expectations, our team was able to expedite the entire system design within 3-months after survey.

Meeting your schedule is not just a goal to us—it is a mandate. The members of our team were selected based on their experience with similar projects and their current and projected capacity. Kimley-Horn is immediately available to bring our relationships and extensive experience to begin serving the City of Cocoa on any work order issued under this contract.

Current and Projected Workload

Our project team is immediately available to serve the City of Cocoa. Due to page limit restrictions, in the table below we have provided the current assignments of our proposed project manager and project engineer only, as well as their availability to undertake additional work. Our project teams workload will be available upon request.

Team	Current Workload	% Complete	Anticipated Completion Date	Availability % to Serve the City
Tucker Hunter, P.E. Project Manager	Brevard County Sykes Creek Force Main Construction	70%	May 2023	90
	M Force Main Replacement	80%	May 2023	
	LTC Force Main	50%	July 2023	
	Lake Groves WWTP Expansion	10%	Ongoing	
Steve Romano, P.E. Project Engineer	Port Orange Force Main	70%	June 2023	70
	Port Orange Water Facilities Plan	50%	June 2023	
	Lake Groves WWTP Expansion	10%	Ongoing	
	Pennbrooke WTP Upgrades	90%	April 2023	

Character and Reputation

Kimley-Horn is recognized nationwide for the quality of its work environment, for its stature as a business enterprise, and for the outstanding work of its consulting staff. The firm's successful peer recognition has been accompanied by a commitment to providing responsive client service, pursuing continuous quality improvement, and operating as a business-based practice. We are proud of our working relationship with our clients and much of our success the last 56 years is directly related to our efforts to perform high-quality, timely services. *In fact, more than 90% of our work is for repeat clients.* You may ask why clients chose Kimley-Horn out of all the top-class consulting firms they have to choose from. Chances are they'd tell you it was because we have a reputation for making them successful. We listen to their needs, meet their schedules, accomplish their missions, deliver results, and exceed expectations. You simply won't find this caliber of service anywhere else.

2022 Award Rankings as issued by Engineering News-Record



Compliance Experience

Kimley-Horn has successfully represented clients before numerous federal, state, and local agencies and have an excellent working relationship with all the water management districts. We are experienced in preparing permit applications, know what is required to gain approval, and excel in providing the high level of coordination that facilitates the permitting process. Oftentimes, our reliable, established contacts enable us to obtain early, candid assessments of a project's ability to be permitted or compliance issues. We thoroughly understand the permitting application cycle and what constitutes a comprehensive submittal. We have the knowledge and experience to prepare project information in the concise format that agencies prefer. Our staff not only understands agency procedures but also their expectations, enabling us to minimize delays and rework of our clients' submittals. Our goal is to have a complete submission the first time around.

Our staff remains abreast of changes to applicable codes, standards, and regulations as they apply to each specific discipline. We are experienced in preparing permit applications for numerous federal, state, and local agencies, including Florida's Regional Planning Councils, USACE, FDEP, St. Johns River Water Management District, and Brevard County public works. Administration of many of these applicable codes, standards, and regulations has been delegated to state and local regulatory agencies.

Litigation in the Last Five Years

Kimley-Horn and its subsidiaries have provided services in all 50 states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. In the last five (5) years, Kimley-Horn has had more than 25,678 active projects in Florida, 29 of which had some form of litigation. Of these cases, 3 were dismissed, 14 were settled, and 12 are pending. This represents 0.1129% of all projects completed by Kimley-Horn in Florida over the past five years. None of the pending cases, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

Disciplinary Actions by a Licensing Board

Kimley-Horn has had two disciplinary actions by a licensing board within the past (5) years. In 2020, Kimley-Horn inadvertently omitted a branch office on its Alabama Certificate of Authorization. This has been corrected. The Alabama Board of Engineers and Land Surveyors determine that this was a technical violation of the Alabama Code of Professional Engineering. The violation resulted in a small fine. In 2022, Kimley-Horn received a small fine from the Ohio State Board of Registration for Professional Engineers and Surveyors for submitting our Certificate of Authorization renewal from one week late.

Florida Small and Minority Business Act

Kimley-Horn is not a minority business enterprise (MBE) and does not have DBE/SBE status. *Through corporate policies and philosophy, our firm actively seeks to encourage and promote the use of MBE/WBE firms, such as our subconsultants in this contract of NADIC, L&S Diversified, and The Merchant Strategy.*

Section IV

Project Team Qualifications and Experience



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IV. Project Team Qualifications and Experience

Project Team Overview

Kimley-Horn understands we are only as successful as the people driving our projects. Our team not only has the skills necessary to bring creative solutions to their clients, but are constantly thinking about how to go above and beyond. This tenacity has allowed Kimley-Horn to become a trusted advisor to numerous local municipality and cities nationwide.

The strength and stability of Kimley-Horn has enabled the firm to select top talent within the water and wastewater utilities industry in an effort to build a solid Central Florida utility practice. Both our project manager, **Tucker Hunter, P.E.**, and our project engineer, **Steve Romano, P.E.**, are both Brevard County residents dedicated to serving their community. Our management team has strong careers demonstrating a wide range of utility projects, including but not limited to potable water transmission and distribution pipelines, pump stations, force mains, reclaimed water mains, and condition assessments similar to the City's intentions under this contract. Accordingly, Tucker and Steve have been selected to serve as the key staff in leading your projects and serving as technical resources for your assignments.

Kimley-Horn's proposed management team for this contract has delivered over 70 miles of pipelines for Davenport, Brevard County, Oakland, and others; over 40 pump stations both new and rehabilitated in Brevard and Orange counties; inflow and infiltration investigations and utility infrastructure rehabilitation for Brevard County; and water and wastewater treatment plant upgrades for the City of Cape Canaveral, Mount Dora, and dozens of other municipalities. Their leadership and experience helps to ensure your staff are in capable hands with Kimley-Horn.

Our team includes senior members and up-and-coming engineers. Senior team members include those with 20 to 40 years of experience delivering successful water and wastewater projects throughout Florida. Our up-and-coming engineers with 2 to 10 years of experience have been selected due to their talent, drive to succeed, and ability to bring innovative ideas. They have local and regional experience and are equipped with the knowledge necessary to help ensure a smooth project delivery. Tucker will effectively harness our team's horsepower into one cohesive project delivery unit. Kimley-Horn is the right choice for this contract as we are committed to exceeding the City's expectations.

Subconsultants

Kimley-Horn believes we have a responsibility to provide the best possible client service to you as your consultant and we expect the same level of commitment from each of our subconsultants. **We pursue subconsultants we have worked with in the past and have proven their ability to perform up to the standards we expect.** For this important contract, we have recruited the following expert subconsultants to round out our team.



NADIC Engineering Services Inc. – Geotechnical Engineering/Materials Testing. NADIC is a engineering firm providing geotechnical, geo-environmental, and construction materials testing and inspection services. NADIC helps define risks associated with subsurface conditions and offer material engineering testing and inspection services applicable to the governmental, construction, and manufacturing industries.



Bailey Engineering Consultants, Inc. (BEC) – Electrical and Control Systems. BEC is an engineering firm specializing in electrical, instrumentation, and SCADA system designs for water and wastewater treatment facilities located throughout Florida. BEC is staffed to provide electrical and instrumentation engineering services from inception through design, bid, and construction completion.

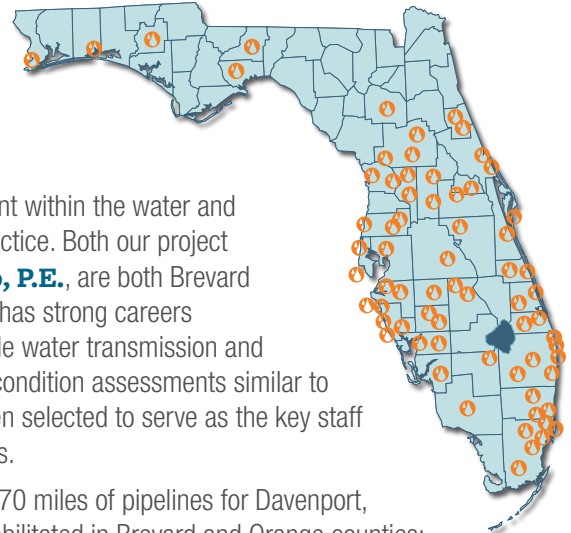


L&S Diversified, LLC (L&S) – Surveying. L&S is a reputable firm with clients in both the public and private sectors that offer subsurface utility engineering, construction, and design and transportation services. L&S has provided services that are similar to the scope of this RFP for Port Orange, Titusville, and Orlando.

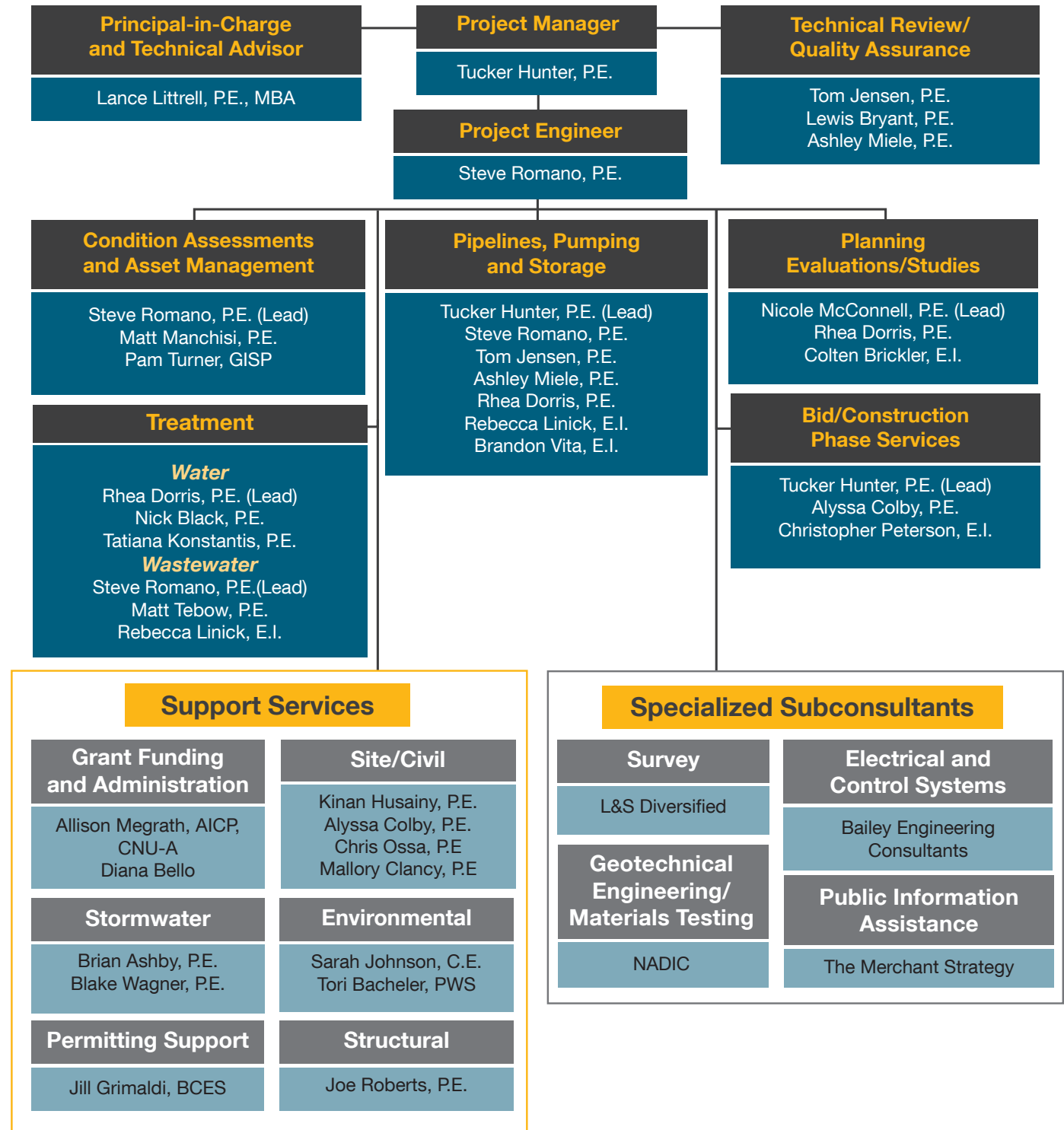


The Merchant Strategy Inc. (TMS) – Public Information Assistance. TMS is a women-owned small business who offers extensive expertise in public involvement, government/community relations, crisis management, social media, and media relations. They understand the importance of community involvement and the necessity of working with the public to build consensus and support and deliver a successful project.

Current Utility Clients Served



Organizational Chart



Women at Kimley-Horn

In our historically male industry, we are finally seeing a long overdue shift in dynamics—an increasing number of job candidates, clients, and partners in decision-making roles are women. Kimley-Horn has made an intentional effort to go beyond the industry trends, and in 2015 we established our LIFT (Lasting Impact for Tomorrow) initiative, which aims to recruit, develop, and retain professional women in the workforce.

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 1 of 3)**

Proposed Project Manager: Name: Tucker Hunter, P.E.

1. Project Name: Hull Avenue Septic to Sewer Conversion

Owner: Town of Oakland, FL

Reference Name, Address, Phone Number, Email Address:

Mike Parker, 230 N. Tubb Street Oakland FL 34760

407.656.1117 EXT: 2302 MParker@oaklandfl.gov

Project Type (A,B, C, D, or E) and Description:

Type D - Gravity sewer installation of 3,200 feet of 8-inch sewer main within public right of way.

Design or Consulting Fee: \$125,053

Design or Consulting Completion Date (month/year): April 2021

Construction Cost: \$1,312,030

Construction Completion Date: April 2022

Firm: Kimley-Horn and Associates, Inc.

Summary of Work:

This project consisted of the design of approximately 3,200 feet of 8-inch sewer main with approximately 48 sewer lateral connections within the public right of way. The Town of Oakland selected Kimley-Horn to provide engineering services for the design of the septic-to-sewer conversion along Hull Avenue from South Walker Street to the existing lift station. This route also includes services along Nixon Street and Herriot Avenue.

The Town previously received funding for this project through the Community Development Block Grant (CDBG) from the Department of Economic Opportunity (DEO). In order to fully fund the project, Kimley-Horn was able to assist the Town with applying for a cost share application to the St. John's River Water Management District (SJRWMD) and Florida Department of Environmental Protection (FDEP) Springs Funding. Kimley-Horn conducted public meetings and site visits that included educating the residents of the benefits of the project for the SJRWMD grant. In addition to the CDBG funds, the Town was received approximately \$644,700 from the SJRWMD and FDEP cost share grant and \$550,000 from the FDEP Springs Funds. The project was fully funded with \$1,794,700 in grant funding from the DEO, SJRWMD, and FDEP to cover the entire cost of construction and impact fees for the all the residents within the project area. During construction, Kimley-Horn assisted the Town with the administration, coordination, and allocation of funds between the three grants.

Kimley-Horn prepared and submitted premits to FDEP and Right of Way permits. In addition, our team prepared bid packages, participated in a pre-bid conference, responded to Requests for Information, and reviewed bid responses in order to provide recommendations.

Construction phase services included meeting the the Town and contractor to discuss project overview and schedule. Our team conducted site visits, prepared punch lists, and presented findings to the Town.

Skills used that are similar in nature to those required in the scope of services for this RFP included preliminary design, design, cost estimating, public information assistance, grant assistance and administration, bidding services, and construction phase services.

**CITY OF COCOA
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**FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 2 of 3)**

Proposed Project Manager: Name: Tucker Hunter, P.E.

2. Project Name: Sanlando Force Main and Water Main Replacement
Owner: Sunshine Water Services Company (formerly known as Utilities, Inc. of Florida)
Reference Name, Address, Phone Number, Email Address:
Bryan Gongre, 200 Weathersfield Avenue Altamonte Springs FL 32714 US
407.869.1919, bryan.gongre@sunshinewater.com

Project Type (A,B, C, D, or E) and Description:

Type A - Replacement of 1.5 miles of 14-inch water main.

Type D - Replacement over 1 mile of 14-inch AC force main.

Design or Consulting Fee: \$132,810

Design or Consulting Completion Date (month/year): March 2020

Construction Cost: \$4,202,827

Construction Completion Date: March 2021

Firm: Kimley-Horn and Associates, Inc.

Summary of Work:

As part of the Utility's asset management program, Kimley-Horn assisted in the development of condition assessment identification and evaluation to develop a five-year capital improvement program. This entailed GIS mapping the water and wastewater infrastructure and identifying installation date and materials in this system which started to be developed in the 1960's. This program was developed over several years and culminated in these plans being completed in 2019. The first phase of projects included the most critical infrastructure based on age material and consequence of failure. **This included the replacement of a 14-inch asbestos cement (AC) force main and a 14-inch AC water main which served as the trunkline of the system.** The water main design was a straightforward replacement and a 16-inch main was designed in its place along the same alignment of **1.5 miles of pipeline**. The force main was more complex. Most of the force mains within the service area are made of AC pipe or low pressure class PVC. The program of replacement includes most of the force mains. Since most lift stations are constructed as part of a planned development, over the decades the system gets added onto in an ad hoc manner. The Utility saw the asset management programming as a way to reset the system and have it designed to more efficiently work together. Kimley-Horn developed a wastewater hydraulic model in SewerCAD to evaluate the lift station pump sizing, the force main sizing, and the force main routing. This yielded several significant alignment changes which, **over the course of the 5-year capital program, is expected to save the utility over two million dollars.**

Coming out of this program was the replacement of **over 1.5 miles of 14-inch AC force main** which conveys nearly two thirds of the flow to the wastewater facility. **This main is being replaced by a 16-inch force main which increases to an 18-inch, then to a 24-inch pipeline** and the project connects directly to the recently constructed headworks of the treatment facility. This upsizing accounts for the several runs being redirected into this force main. The benefits of this was two fewer river crossings and an overall reduction in the pressure on the system lowering headloss and thereby power consumption.

This construction includes the crossing of a creek, a major roadway crossing, construction through a developed subdivision, and construction along the Duke Energy power easement.

Skills used that are similar in nature to those required in the scope of services for this RFP included master planning, hydraulic modeling, asset management, design, cost estimating, bidding, and construction phase services.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
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FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 3 of 3)

Proposed Project Manager: Name: Tucker Hunter, P.E.

3. Project Name: Sykes Creek Lift Station C-08, C-09, and C-10 Replacement

Owner: Brevard County Utility Services Department

Reference Name, Address, Phone Number, Email Address:

Lucas Siegfried, 2725 St. Johns St., Bldg. A, Melbourne, FL 32940

633.208.9584, lucas.siegfried@brevardfl.gov

Project Type (A,B, C, D, or E) and Description:

Type E - Rehabilitation of 3 lift stations to replace infrastructure of Sykes Creek collection system. Capacity is approximately 500 gallons per minute.

Type D - New and upgraded gravity sewer and force main within the public right of way.

Design or Consulting Fee: \$224,090

Design or Consulting Completion Date (month/year): August 2022

Construction Cost: N/A

Construction Completion Date: N/A

Firm: Kimley-Horn and Associates, Inc.

Summary of Work:

This project entails the rehabilitation of lift stations C-08,C-09, and C-10 which rerouted and replaced infrastructure for the Sykes Creek collection system on Merritt Island. Lift Station C-08 is a wet well/dry well pump station and was rehabilitated into a standard submersible station. Station C-08 is located in a rear yard easement with restricted access. The force main from the station was replaced and rerouted to the C-09 collection system through a 6-inch force main. Lift station C-10 has been decommissioned and the gravity infrastructure was extended to deliver flows directly to the C-09 collection area. Lift station C-09 was upgraded with new pumps and backup power to handle the additional flows. Further, the station pumps through a new force main directly into the 24" PCCP main along Courtenay Parkway directly to the Water Reclamation Facility. Lift station C-09 is currently in a rear yard easement but property has been acquired to allow for new access from Courtenay Parkway and the design includes improvements to better separate the lift station property from the residential neighbors.

Due to the complexity of rerouting two lift stations into an existing collection system, Kimley-Horn had to work closely with Brevard County to fully model the impacts the additional flows would have on the service area. Additionally, Kimley-Horn had to work with multiple agencies to acquire all of the required permits from the FDEP, FDOT, and an exemption for environmental permitting. Design is complete and will be going into construction in Spring 2023.

Skills used that are similar in nature to those required in the scope of services for this RFP included preliminary route analysis, hydraulic modeling, design, environmental, electrical design, permitting, and cost estimating.

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 1 of 3)**

Proposed Project Engineer: Name: Steve N Romano, P.E.

1. Project Name: Brevard County Infiltration and Inflow Analysis

Owner: Brevard County

Reference Name, Address, Phone Number, Email Address:

Brian Sorensen, 2725 Judge Fran Jamieson Way Building A Viera FL 32940 US
321.633.2091, brian.sorensen@brevardfl.gov

Project Type (A,B, C, D, or E) and Description:

Type C - Analysis of Satellite Beach service area to identify I/I impacts.

Design or Consulting Fee: \$163,885

Design or Consulting Completion Date (month/year): September 2018

Construction Cost: N/A

Construction Completion Date: N/A

Firm: Kimley-Horn and Associates, Inc.

Summary of Work:

This project was to identify sources of infiltration and inflow (I/I) within the City of Satellite Beach service area. Kimley-Horn was selected to provide engineering services to Brevard County Utility due to the Satellite Beach area suffering from high rates of groundwater infiltration and/or rainfall inflow. This I/I project included smoke testing to identify sources of rainfall inflow and engineering investigation into areas prone to flooding. The Satellite Beach service area consists of over 40 miles of gravity sewer and 841 manholes.

Kimley-Horn conducted the field efforts of smoke testing the County's service areas and worked closely with Brevard County field staff during the smoke testing efforts. Due to being in the public, Kimley-Horn assisted the County with providing public outreach, which included going door to door to all of the residents and providing door hangers to those that were not available. The door hangers included a public helpline that allowed the residents to call in to voice concerns or ask for assistance. Kimley-Horn provided calls back to the residents within 24-hours to serve as an extension to the County.

After completion of the smoke testing field efforts, Kimley-Horn compiled all of the noted deficiencies in the field into a GIS database. Kimley-Horn evaluated all of the deficiencies and ranked them based on their critical impact to I/I in the system. Additionally, Kimley-Horn provided a written report that included each of the lift station basins and cost for each of the deficiencies. This level of effort was part of protecting the Indian River Lagoon.

Skills used that are similar in nature to those required in the scope of services for this RFP included public information assistance, GIS support services, asset management, condition assessment, cost estimating services and meeting with County personnel to discuss findings.

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 2 of 3)**

Proposed Project Engineer: Name: Steve N. Romano, P.E.

2. Project Name: Shadow Hills Wastewater Treatment Plant Improvements

Owner: Sunshine Water Services (formerly Utilities Inc. of Florida)

Reference Name, Address, Phone Number, Email Address:

Bryan Gongre, 200 Weathersfield Avenue Altamonte Springs FL 32714 US
321.972.0360, bryan.gongre@sunshinewater.com

Project Type (A,B, C, D, or E) and Description:

Type D - Installation of approximately 22,000 cumulative linear feet of 12-inch wastewater force main and the design of two master lift stations.

Design or Consulting Fee: \$344,973

Design or Consulting Completion Date (month/year): December 2017

Construction Cost: \$7,800,000

Construction Completion Date: July 2018

Firm: Kimley-Horn and Associates, Inc.

Summary of Work:

This project involved the design of two master lift stations, approximately 22,000 cumulative linear feet of 12-inch force main within public right-of-way, and wastewater facility upgrades, including pumping, screening, and equalization. This design project entailed the development of four construction projects which, together would allow for the decommissioning of the Shadow Hills Wastewater Treatment Plant with all of the flows being sent to the Wekiva Water Reclamation Facility. This project entails 15,000 linear feet of 12-inch force main from the Shadow Hills Facility to the Des Pinar master pump station site; the Des Pinar master pump station, including a mechanical bar screen and equalization tank; 7,000 linear feet of 12-inch force main; upsizing the existing force mains to a new master pump station at Sabal Palm Blvd.; and Sabal Palm master pumping station, which is designed to pump approximately 3.0 MGD peak flow directly to the Wekiva Water Reclamation Facility. The project was designed on an aggressive schedule to meet the needs of the Utility.

Final design services included 60%, 90%, and 100% plan and profiles of the improvements as well as detailed designs of the Wekiva Hunt Club WRF to facilitate the equalization tank and master pumping station. Plans and specifications were developed for bidding. The project was divided into four construction contracts to expedite the project completion.

Permitting services included preparation of an FDEP construction permit and a Seminole County Right of Way permit. All permits were successfully obtained prior to the project's construction.

General construction phase services consist of contract negotiations, attending progress meetings, shop drawing review, responding to contractor Requests for Information, providing design clarification for the contract documents, part-time resident project inspection services, final inspections, record drawings and construction completion certification.

Additional, skills used that are similar in nature to those required in the scope of services for this RFP included hydraulic modeling, GIS support services, bidding services, cost estimating services, and meeting with Utility personnel to discuss findings.



CITY OF COCOA
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FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 3 of 3)

Proposed Project Engineer: Name: Steve N. Romano, P.E.

3. Project Name: Colonial Manor Water Main Replacement

Owner: Florida Governmental Utility Authority

Reference Name, Address, Phone Number, Email Address:

Chris Couch, FGUA Operations Office - Government Services Group

280 Wekiva Springs Road, Suite 2070, Longwood, FL 32779

407.629.6900, ccouch@govmserv.com

Project Type (A,B, C, D, or E) and Description:

Type A - Replacement of approximately 32,000 linear feet of 6-inch water main within public right-of-way.

Design or Consulting Fee: \$247,269

Design or Consulting Completion Date (month/year): Phase 1 (January 2018) Phase 2 (June 2019)

Construction Cost: \$2,623,879 Phase 3 (January 2021) Phase 4 (January 2022)

Construction Completion Date: Phase 1 (May 2019) Phase 2 (July 2020) Phase 3 (January 2022)

Firm: Kimley-Horn and Associates, Inc. Phase 4 anticipated completion dates is May of 2023.

Summary of Work:

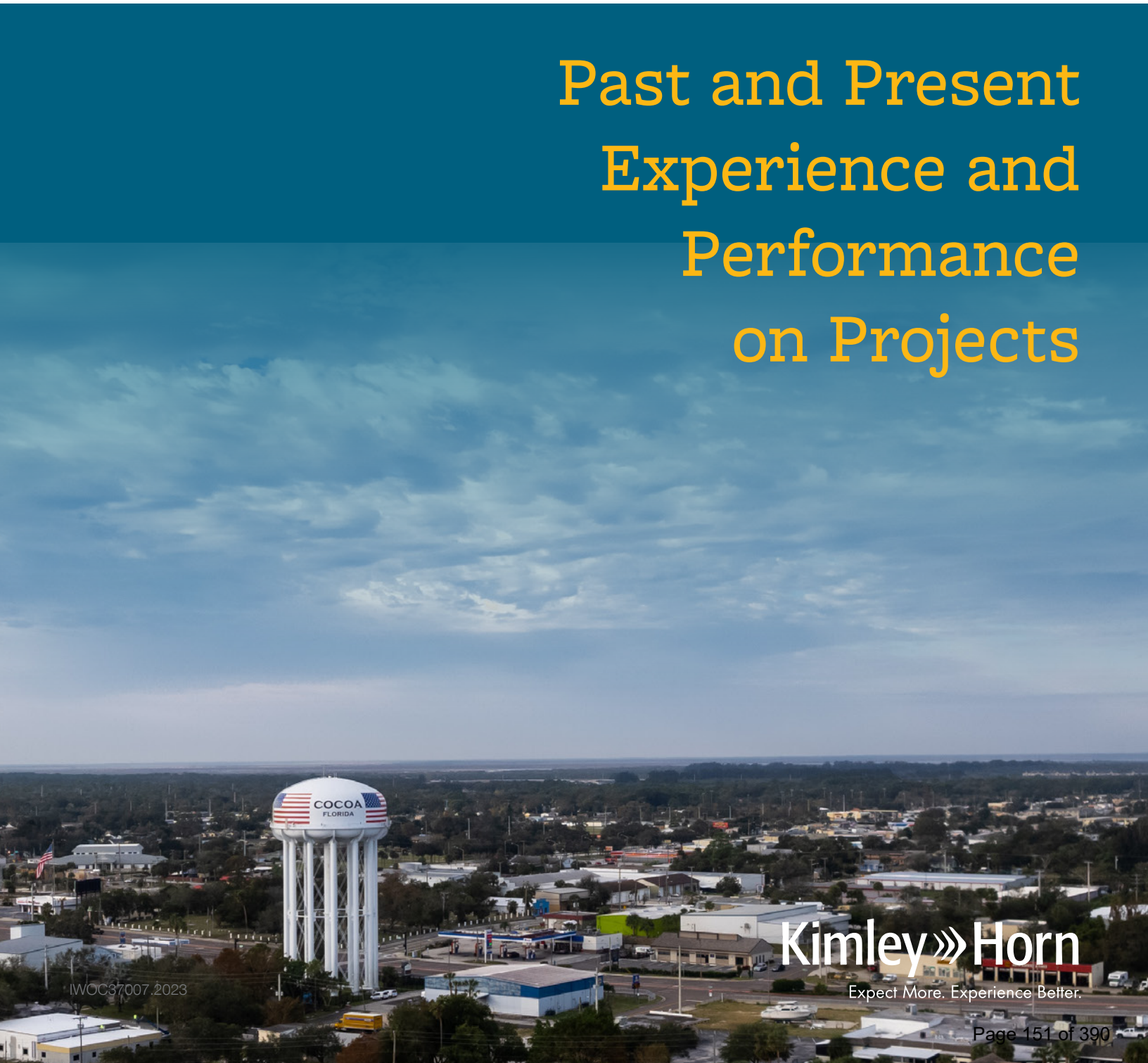
This project entailed the replacement of approximately 8,000 linear feet (Phase 1), 6,000 linear feet (Phase 2), 9,000 linear feet (Phase 3), and 9,000 linear feet (Phase 4) of water main in the Colonial Manor development in Holiday, Florida for FGUA. The service area had aged water mains and due to an several incidence of pipe breaks and pressure complaints the Utility needed to replace all of the water mains within the service area. The water mains were galvanized and low pressure class PVC mains primarily located in the rear of the properties and were relocated to **within the public right-of-way**. This project included the replacement of the water mains, as well as the relocation of the service laterals as needed. Fire protection services were provided under this contract, and all 4- and 6-inch piping was replaced with **6-inch piping** to meet local fire flow standards.

Kimley-Horn prepared an FDEP permit for water mains in coordination with U.S. Water to assist them with obtaining a Pasco County right of way permit.

Skills used that are similar in nature to those required in the scope of services for this RFP included hydraulic modeling, preliminary design, design, permitting, cost estimating, and construction phase services. Additionally, Kimley-Horn assisted with the preparation of bid documents, issuance of addenda, bid review and recommendation of award.

Section V

Past and Present Experience and Performance on Projects



Kimley»Horn

Expect More. Experience Better.

V. Past and Present Experience and Performance on Projects

Kimley-Horn has served on continuing service contracts with municipalities and local governments throughout Central Florida and the Space Coast, including the cities of Cape Canaveral, Port Orange, Titusville, and many others. With our extensive experience and local insight, we understand the challenges and opportunities within the community. These efforts have included virtually every task type listed in your scope of services for this contract. We believe our experience is well-qualified in the type of projects described in the scope for this contract and in the City's commitment towards improving the infrastructure and environment for the City's residents.

Ability to Manage On-Call Contracts

Our team has **138 cumulative years of experience** between Tucker, Steve, Lance, Jill, Tom, Nicole, and Rhea. Kimley-Horn brings senior-, mid-, and junior-level engineering professionals to your contract. In addition, we have a full suite of experience provided by a history of over 56 years of utility project delivery in Florida.

As you'll see from our selected projects detailed in Form C of this proposal, we have completed a number of projects similar to the needs under this contract. Our recent experience coupled with our customer service-focused approach positions Kimley-Horn as a confident choice for this contract.

As your project manager **Tucker Hunter, P.E.**, you'll receive over 25 miles of water, wastewater, and reclaimed water main design expertise; septic to sewer conversion design and construction; pump station design and construction services; and grant funding experience with St. Johns River Water Management District, FDEP State Revolving Fund, and Community Development Block Grants for local municipalities. Projects under Tucker's management have received more than \$1.5 million dollars in grant funding. Tucker's design experience for pipeline design has included projects such as asbestos cement pipeline replacement, utility main extensions to serve new and existing developments, and pipeline relocations in new and limited roadway corridors. In addition, Tucker obtained his Pipeline Assessment Certification and serves as the Central Florida Vice Chair for the Florida Water Environment Association which allows him to serve the City to maximum capacity. Tucker brings a complete understanding of contracting, authorizations, and coordination of multiple staff and specialty subconsultants to help ensure the delivery of successful projects.

Serving as the project engineer under this contract, **Steve Romano, P.E.** brings a wealth of experience not only with utility projects but serving as a continuing service consultant for municipal utilities. Steve's utility engineering experiences includes more than 50 wastewater pump station projects, more than 100 miles of pipeline projects, and several storage and repumping projects. Couple this experience with his utility relocation pipeline projects and expansions of water reclamation facilities and Steve has seen the gambit of wastewater projects.

Lance Littrell, P.E. will support our team as our principal-in-charge and technical advisor, bringing 22 years of experience delivering water, wastewater, and reclaimed water utility projects throughout Florida. Perhaps more important than his years of experience, the relationships and leadership that Lance brings to the City is paramount to bringing in the right people and building the right teams to deliver for the City. His experience includes a well-rounded portfolio of planning, design, construction inspection, and start-up services, as well as operations assistance. Through his service within these projects, he has been successful in obtaining some of the most

Keys to Success for Managing Continuing Services Contracts



Think and Act as an
Extension of City Staff



Careful
Planning



Expert Team



Communication



Staff
Continuity



Think Big
Picture



Be Flexible and
Adaptable

difficult utility-related permits, easements, and general approvals for utility projects. Bringing his hands-on experience, he brings a wealth of relationship capital to negotiate the regulatory hurdles for municipal clients and achieve the desired approvals.

Jill Grimaldi, BCES brings 22 years of experience with an emphasis in water, wastewater, stormwater, and solid waste. She has extensive experience with permitting including Power Plant Siting Act site certification permitting, FDEP, water management districts, and United States Army Corps of Engineers (USACE), as well as various state, federal, and local agencies throughout Florida.

Nicole McConnell, P.E.'s expertise in pipeline design, planning, and treatment facility evaluation includes the design of wastewater, potable, and reuse pipelines ranging from 4 inches to 42 inches and up to 20,000 linear feet. She recently served as a key member for the City of Port Orange water, force main, and hydraulic modeling projects.

Rhea Dorris, P.E. brings nine years of experience that includes water and wastewater engineering, with a specialty and passion for hydraulic modeling and water treatment. Her expertise consists hydraulic modeling, master planning, GIS analysis, lift station design, and treatment process/piloting design.

Tom Jensen, P.E. will lead our quality assurance and technical review efforts, helping to ensure Kimley-Horn's commitment to quality that serves as a foundation of the firm's outstanding track record of results in Central Florida. Tom brings 37 years of experience in all facets of water projects throughout Florida and will be serving as our technical/quality assurance reviewer. He has served as quality manager on several utility project in Florida that include potable water transmission and distribution, wastewater collection, reuse distribution, and stormwater systems.

Matching the City of Cocoa's needs with our experience, we serve as a great fit for the City. Our leadership is tried and true in our project team's experience. Kimley-Horn's business model supports the long-term relationship that supports extended success with the City and its staff. Our staff looks forward to making the City of Cocoa our primary focus.

CITY OF COCOA
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FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 1 of 5)

- 1. Project Name:** Davenport Water Main Replacement and Construction Services (Design-Bid-Build)
Owner: City of Davenport, FL
Reference Name, Address, Phone Number, Email Address:
Michael Stripling, 1 South Allapaha Avenue, Davenport FL 33836 US
863.419.3300 EXT: 143, mstripling@mydavenport.org

Project Type (A,B, C, D, or E) and Description:

Type A - Replacement of 80,000 linear feet of 2-inch to 12-inch water main with 65,000 linear feet of 6-inch to 16-inch water main within public right-of-ways.

Design or Consulting Fee: \$728,122

Design or Consulting Completion Date (month/year): April 2020

Construction Cost: \$6,923,091

Construction Completion Date: February 2022

Firm: Kimley-Horn and Associates, Inc.

Summary of Work:

This project involved the replacement of 65,000 linear feet of existing 2-inch to 12-inch water main. The City of Davenport operates and maintains a water distribution system generally centered around the intersection of 17-92 and Davenport Boulevard. Many portions of the downtown distribution system are up to 100 years old and have reached the end of their usable life. Moreover, the pipes have shown significant tuberculation inside the pipe sections being repaired and their resulting flow path is significantly restricted. Several pipe repairs in the downtown area indicated this condition as portions of the pipe were cut out for repair.

This project involved the replacement of 80,000 linear feet of existing 2-inch to 12-inch water main east of West Boulevard, west of East Boulevard, north of South Boulevard, and south of North Boulevard. The new water main was installed side by side with the preexisting water main via open trench methods, along with directional drilling at key road crossings and jack-and-bore across two CSX railroad crossings. The existing residential and commercial service lines were connected to the newly installed pipe with minimal disruption to the customer's service.

Through the design team's efforts, Kimley-Horn was able to reduce the overall pipe needed to just over 65,000 linear feet, which is a **substantial reduction in the capital expense for the City**. In addition, the new mains support major transmission through downtown Davenport to support the current planned developments that will more than double the City's water demand over the coming decade. The design team was able to preserve large sections of the City's established oak trees and minimize restoration efforts using a careful, stepwise approach to the construction efforts while designing the pipeline replacement.

After completing the water main replacement design, Kimley-Horn was contracted to provide construction services for the project. The project team provided flexibility to the contractor by leaving the design "open" and allowing the contractor to determine the most cost-effective construction method for the specified water main design. As a result, the contractors were able to provide the best solution to avoid conflicts and were able to **trim nearly \$1 million on construction costs compared to the alternative construction**.

Construction services included construction observation/site visits, shop drawing reviews, construction phase progress meetings, and completion certification. Additionally, the project received a SRF loan, including a significant principle forgiveness for the project. Kimley-Horn provided SRF loan administration for the City that included SRF bid review, reviewing compliance with American Iron and Steel (AIS), Davis-Bacon interviews, and disbursement requests.



**CITY OF COCOA
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**FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 2 of 5)**

2. Project Name: Sarasota County Peace River Interconnect and Potable Water Transmission Main

Owner: Sarasota County

Reference Name, Address, Phone Number, Email Address:

Jaimol Charles, 1001 Sarasota Center Blvd. Sarasota FL 34240 US

941.861.500, jcharles@scgov.net

Project Type (A,B, C, D, or E) and Description:

Type B - Installation of 5 miles of 30-inch and 36-inch potable water transmission main.

Design or Consulting Fee: \$814,834

Design or Consulting Completion Date (month/year): February 2018

Construction Cost: \$9,952,406

Construction Completion Date: September 2022

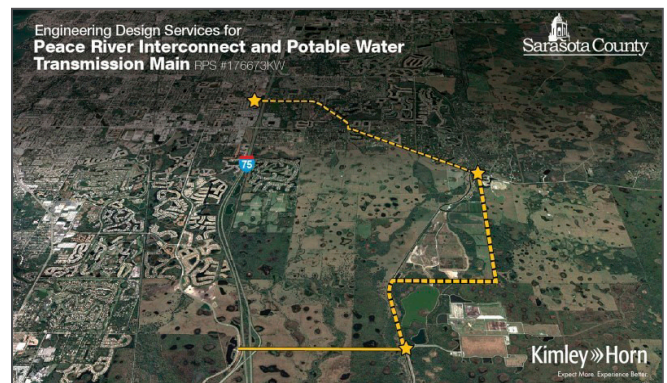
Firm: Kimley-Horn and Associates, Inc.

Summary of Work:

The Kimley-Horn team was selected to provide design and construction phase services for **5 miles of 30-inch and 36- inch potable water transmission main** that connects to the termination point of Phase 3B and runs west along Clark Road and northwest along Proctor Road to Pump Station Number 5. The route includes various wetlands; critical crossings such as Cow Pen Slough, Philippi Creek, and Interstate I-75; and schools, churches, and an FPL transmission station. The pipeline will be constructed with a combination of construction methodologies, including open trench, horizontal directional drill, and jack and bore. This project requires extensive coordination with not only Sarasota County and PRMRWSA but also FDEP, ACOE, and FDOT (state roads and interstate departments). Plans are required to meet existing right-of-way along SR 72 and future expansions, including the construction of two potential roundabouts and road widening. The corridor also consists of new large developments along that way that are currently underway with design and/or construction. This required additional coordination with developers and developers' engineers to ensure construction duration and times were coordinated correctly and impacts were reduced.

This project includes of changing the current operations and infrastructure at Pump Station No. 5 including flow direction, tank connections, chemical adjustments, instrumentation and control changes, and water age. As a part of the Sarasota County Potable Water Interconnect, Sarasota County selected Kimey-Horn to provide additional pump station improvements to Pump Station No.5, located at the intersection of Cattlemen Road and Proctor Road in Sarasota County. The existing pump station contains a CROM tank built from 1998 and currently bypassing the tank, boosting water pressure and sending it directly to the distribution system. In order to accommodate the new 30-inch Peace River transmission water main, Kimley-Horn assisted the County with acquiring CROM to inspect and perform tank improvements. Additionally, Kimley-Horn prepared design plans to provide a second tank penetration for the interconnect. The connection consisted of an altitude valve, chemical injection points for chlorine and ammonia and additional instrumentation and controls for programming. Another aspect included replacement of the suction pipe line and providing an above ground system with updated chemical injections points for ease of operations and maintenance.

Skills used that are similar in nature to those required in the scope of services for this RFP included construction phase services, bid support services, design, permitting, and surveying.



**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 3 of 5)**

Infiltration and Inflow (I/I) Study, Model Capacity Report, and Sewer System

3. Project Name: Inspection and Rehabilitation Program

Owner: City of St. Pete Beach

Reference Name, Address, Phone Number, Email Address:

Brett Warner, City of St. Pete Beach 1112 39th Avenue NE St. Pete Beach, FL 33703
727.363.9254, bwarner@stpetebeach.org

Project Type (A,B, C, D, or E) and Description:

Type C - Infiltration and Inflow for the City of St. Pete Beach wastewater system

Design or Consulting Fee: \$170,480

Design or Consulting Completion Date (month/year): June 2022

Construction Cost: N/A

Construction Completion Date: N/A

Firm: Kimley-Horn and Associates, Inc.

Summary of Work:

The City of St. Pete Beach wastewater system consists of approximately 38 miles (+200,000 LF) of gravity sewer pipe, 17 lift stations, and approximately 826 manholes. As part of the City of St. Pete Beach gravity sewer rehabilitation program, Kimley-Horn developed the plans, specifications, and bid package to first inspect and clean the entire sanitary sewer system of City of St. Pete Beach. Utilizing the data obtained through the inspection process, Kimley-Horn assisted the City in prioritizing the entire sewer system following the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP), thereby creating a prioritized plan for the rehabilitation of the gravity sewer and manholes. Once the rehabilitation prioritization process was completed, Kimley-Horn assisted the City by developing work order contracts for gravity sewer and manhole rehabilitation. **Kimley-Horn also created an Inflow and Infiltration report using this database and compiled an overall model in SewerGEMS to estimate the capacity of the City's system.** Kimley-Horn completed the following to support the City's efforts:

- 2016: Kimley-Horn developed the plans, specifications, and bid package to inspect the entire sanitary sewer system using CCTV and the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) and Manhole Assessment Certification Program (MACP).
- 2016: Kimley-Horn developed the bid package for manhole rehabilitation, pipeline point repairs, and pipeline rehabilitation, establishing unit prices for the rehabilitation construction.
- 2016-2017: Utilizing the data obtained through the inspection process, Kimley- Horn assisted the City in prioritizing the entire sewer system for rehabilitation following NASSCO PACP and MACP standards, thereby creating a prioritized plan for the rehabilitation of the gravity sewer and manholes.
- 2017: Kimley-Horn assists the City by developing work order contracts for gravity sewer and manhole rehabilitation in order of priority based on the City's annual budget available for I&I rehabilitation. Kimley-Horn oversees the construction and data collection process and ensures the contractor completes the work under the contract. As part of the rehabilitation program management, Kimley-Horn maintains and updates the City's GIS data with the life cycle status of each asset, as well as each documented repair or replacement by asset ID and project purchase order. From 2017 - 2022, a total of 483 Manholes and 196 Gravity Main Segments (nearly 50,000 LF) have been rehabilitated or replaced.
- 2021: Kimley-Horn re-developed the plans, specifications, and bid package to re-inspect the entire sanitary sewer system using CCTV and the NASSCO PACP and MACP standards. The goal of the inspection is to re-establish a baseline for rehabilitation prioritization.
- 2021: Kimley-Horn developed the bid package for manhole rehabilitation, pipeline point repairs, and pipeline rehabilitation, re-establishing unit prices for the rehabilitation construction.

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 4 of 5)**

4. Project Name: Sykes Creek Force Main Replacement

Owner: Brevard County Utility Services Department

Reference Name, Address, Phone Number, Email Address:

Owen Callard, 2725 Judge Fran Jamieson Way, Melbourne, FL 32940
633.2089 EXT: 58385, owen.callard@brevardfl.gov

Project Type (A,B, C, D, or E) and Description:

Type D - Replacement of approximately 3,400 linear feet of 14-inch force main within public rights of way in Merritt Island.

Design or Consulting Fee: \$66,957

Design or Consulting Completion Date (month/year): December 2021

Construction Cost: \$1,999,603

Construction Completion Date: Anticipated construction completion: April 2023

Firm: Kimley-Horn and Associates, Inc.

Summary of Work:

The project entailed the replacement of approximately 3,400 linear feet of 14-inch pipe and upsizing the force main to a 16-inch ductile iron pipe along Sykes Creek Parkway. The Sykes Creek Parkway force main is a transmission force main that conveys flow from the east side of Merritt Island to the west, prior to connecting to the County's main line on Courtenay Parkway. The existing force main is located within a limited right-of-way, which required very extensive maintenance of traffic.

Due to the limited space, Kimley-Horn had to design the force main with construction sequencing in mind. The design included the need to provide line stops and a temporary 16-inch bypass line along the east side of the project so that the existing force main could be carefully removed and replaced in the same alignment as the proposed line. Additionally, the design included the replacement of an existing 5-foot wide bike path and increasing it to 8-ft wide.

Kimley-Horn provided design, permitting, bidding, and construction phase services for this project. The project is currently in the construction with the anticipated completion date being in April 2023.



**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 5 of 5)**

5. Project Name: Village of Parrish Master Lift Station

Owner: Manatee County

Reference Name, Address, Phone Number, Email Address:

Jeff Streitmatter, 1112 Manatee Avenue West Bradenton FL 34205 US

941.708.7450 EXT. 7335, jeff.streitmatter@mymanatee.org

Project Type (A,B, C, D, or E) and Description:

Type E - Wastewater lift station comprised of four pumps with the capacity of 1,667 GPM (2 MGD) with the capability to upgrade to 7,507 GPM (9 MGD).

Design or Consulting Fee: \$317,503

Design or Consulting Completion Date (month/year): December 2019

Construction Cost: \$7,15,000

Construction Completion Date: June 2022

Firm: Kimley-Horn and Associates, Inc.

Summary of Work:

Kimley-Horn performed design and permitting for the Village of Parrish Master Lift Station for Manatee County. Kimley-Horn was brought in on an emergency contract to expedite the design of this new master lift station. Originally the lift station was designed as an in-line booster station; however, with the ongoing growth and development in the Parrish area, the County needed a centralized submersible lift station to be able to bring raw wastewater via gravity. Initially Kimley-Horn developed three site plan options and began construction of a hydraulic model. Once this initial task was completed, the Kimley-Horn team held a workshop with the County to discuss the hydraulic model and nail down the design of the master lift station. Kimley-Horn completed the design and permitting for a quad-plex submersible lift station. The station is somewhat site restricted and required sheeting to be driven to excavate for the 20'x20'x34' deep cast in place wet well. **The station has four 75 Hp submersible pumps on variable frequency drives, but the site is designed to allow the expansion to four 150 Hp pumps.** A circular driveway is designed on site for better access and an overhead crane is designed for the easy pump removal and maintenance. The site is designed with a 300kW generator with 2,000 gallon diesel fuel tank. Other improvements included a prefabricated electrical building, odor control system, and all site improvements. Kimley-Horn also handled all coordination with power company to relocate poles and to upgrade power to the site. Kimley-Horn completed the design and permitting within a 3-month deadline.



Section VI

Project Approach



VI. Project Approach

Selecting the right on-call consultant is of the utmost importance to the City of Cocoa. You need a consultant who embraces each project with a clear, visionary approach and creates innovative solutions for any challenges the City may face. Selecting Kimley-Horn means you will receive unmatched service, responsiveness, and local knowledge due to our experience on continuing service contracts with municipal agencies. Our response to on-call requests begins with an informal phone or email exchange to better understand our client's needs. This is followed by a focused in-person scoping meeting, development of the proposal, and a clear definition of task expectations and deliverables. Upon notice to proceed, appropriate staff assignments are made to accomplish the task within the agreed upon timeframe. For each task order, we look carefully at staff availability and skill sets to build the best task order team to serve you. With the ability to utilize staff locally, regionally, and nationwide, as well as an established network of strong subconsultants, we can draw from a multitude of disciplines and resources to complete each assignment, large or small, to meet your expectations.

Project Planning and Phasing

Kimley-Horn recognizes that each assignment under a general professional engineering services contract is unique. Therefore, each assignment will be managed as an independent project. We clearly understand your primary objective for this contract is to provide professional engineering services for the improvements of the City's critical utility infrastructure. For assignments under this general services contract, Kimley-Horn proposes to follow a general process as outlined below.

Team Selection

After communicating a need for professional services, our project manager, **Tucker Hunter, P.E.**, and select team members will meet with the City's project manager and staff to review the assignment, scope of services, and alignment of service expectations. We will discuss what's your definition of project success and essential factors. After the initial meeting, we will provide a draft scope of services, staffing plan, and fee budget for review by the City. Tucker will assign task leaders as needed and depending on project needs with the expertise required to execute our assignments. **Tucker will be involved on every assignment to assure communication, continuity, and delivery of exceptional client service.**



Scope and Fee Preparation

A detailed project work plan will be developed for each assignment. This will be provided in the form of a formal and detailed scope of services with a description of tasks, assigned staff, deliverables, schedule milestones, internal quality reviews, client meetings, presentations, external client reviews, and deliverables. This will be coordinated with and accompanied by a task and staff-based level of effort (by hours) fee estimate and task plan. The combined work plan will be reviewed with the City to assure complete understanding of the services, budget, schedule, and deliverables prior to authorization to proceed.



Notice to Proceed

Kimley-Horn will not complicate our relationship with the City by jumping ahead on anticipated or poorly communicated perceptions of desired services. Only upon receiving executed authorization and a notice to proceed will we schedule a formal project kick-off meeting with your assigned project manager and staff. At this time, we will revisit the project success factors previously defined during our initial assignment review meeting.



Project Status Review Meetings

Kimley-Horn will schedule and conduct regular project status and review meetings with the City to evaluate progress and to adjust services as needed. Regular meetings allow project participants to be fully informed, resolve issues, and review intermediate deliverables.



For all meetings, we will prepare meeting summaries including a listing of decisions made and action items to assure that we have fully communicated all meeting decisions. If on review of the meeting summary decisions were not fully communicated, we will issue a revised summary noting updates. This documentation allows our clients to record decisions that had been made early in the project and track action items. Our document reminders help the project team avoid delays and stay on track. We will also provide a monthly project status report with monthly invoices.

Communication

Regular meetings are important but are not our only means of communication. We will tailor our communication to the method that works best for the City. We regularly track lists of outstanding items for each project and use the list to remind each responsible party of their tasks and deadlines. Kimley-Horn has implemented state-of-the-art systems for online and virtual meetings where we can provide presentations, documents for review, real-time mark-ups, and virtual face-to-face communications.



Communication is Key

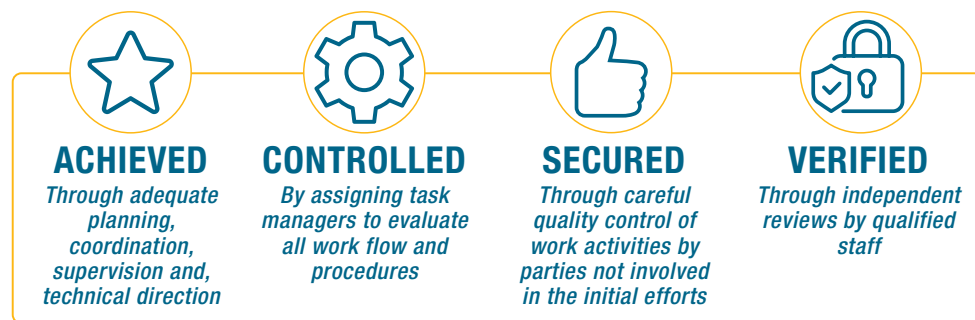
The Kimley-Horn team consists of project-centered professionals and staff who are empowered with the flexibility needed to respond quickly to both administrative requirements and scheduling needs. The Melbourne office is a quick drive away from the City. This allows us to serve the City at a moment's notice, help assess project needs, and make decisions to serve you. Our team has the experience required to tailor suitable courses of action and provide timely decision-making for any unexpected challenges that may arise. We are proactive in our communication by keeping organized records of correspondence. We listen to our clients to fully understand what is important to them before moving forward with design decisions.

We believe that communication is the foundation of any relationship, and with core values such as honesty and integrity, we want our clients to trust that we will make them aware of any project concerns immediately, including impacts to schedule and budgets.

Delivering Quality Services

Quality is a keystone principle of Kimley-Horn. It is one of the key attributes that has enabled us to become one of the leading consulting firms in the nation and is essential to our continuing success. **Tucker Hunter, P.E.** will lead the day-to-day production efforts and be responsible for helping to ensure all production efforts are completed with an appropriate QA/QC process. Our formal QA/QC program is

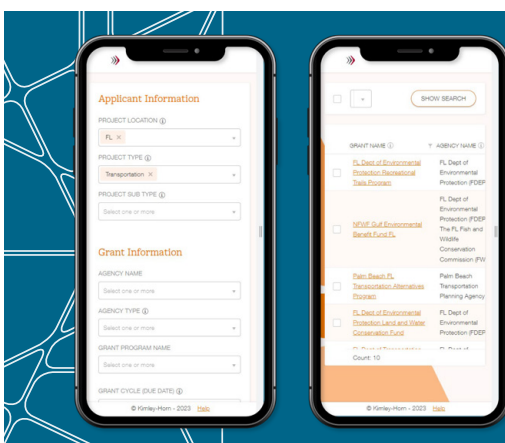
based upon assigning experienced senior professionals, who are otherwise qualified to manage a particular project, to serve in an independent quality control role. Our proposed QA/QC members, **Tom Jensen P.E.**, **Lewis Bryant P.E.**, and **Ashley Miele, P.E.** will use their extensive experience to help ensure we deliver the very same quality of service that is expected from Kimley-Horn.



Grants Funding and Management

We understand that obtaining successful funding and identifying potential public and private sources is critical to your projects, and we will work to identify alternative funding and financing strategies within multiple categories. Kimley-Horn is experienced with the complex regulations tied to the local use of federal funding and has been successful in obtaining grants for municipalities. We also understand the federally funded programs established to support treatment facilities that supply water to military bases. Our team will provide insight into the opportunities available and the procedures required to obtain funding.

Kimley-Horn has provided assistance to our clients resulting in more than \$300 million in grants and outside funding, including more than \$40 million for 2022 alone.



GrantSource

As a result of our funding experience and success for our clients, we have developed a resource library of information on state and federal funding sources to assist you in making the most of available resources. GrantSource is an internal application containing more than 300 grant programs to assist our clients in identifying potential funding sources based on the specific project parameters. This tool, combined with the hands-on funding experience our team has, will position the City for complete success.

Innovative Solutions

We always look for better and more creative ways to serve our clients. Our professional team evaluates emerging technologies and applies them where it can benefit our projects. We use the depth of our local experience and the vast technical knowledge of our national experts to merge tried and true practices with emerging technologies. We know how to think outside of the box and recognize what trends offer sound design advantages. The table below illustrates representative projects incorporating innovative techniques that have added cost savings, value, and quality for our Florida clients.

PROJECT	INNOVATION AND/OR RELATED COST SAVINGS
Force Main Rehabilitation Design-Build Project <i>North Bay Village</i>	Assisted the City with collecting the ARRA funding and \$1.0 million through a State Revolving Fund (SRF) loan for the balance of the \$4.5-million improvement
Master Pump Station No. 1 and 2 <i>St. Pete Beach</i>	Provided design services for the rehabilitation of the pumps due to being undersized and experiencing several maintenance issues that caused them to fail on a frequent basis. Generators were located on an elevated structure to provide maximum resiliency during storm events or flooding. Pump Station Nos.1 and 2 were completed within schedule and saved the client \$50,000.
42-inch Force Main Aerial Crossing Replacement <i>West Palm Beach</i>	Since a failure of the force main aerial crossing would have devastating consequences to the drinking water supply, Kimley-Horn performed a condition assessment of the pipeline support structure and then prepared plans to repair the supports so a redundant, parallel force main could be installed on the same supports. Design plans provided for a seamless construction sequence that allowed the force main to remain operational 100% of the time because there are no other bypass options for this segment of pipeline.

Technological Innovation

In 2018, Kimley-Horn created an internal initiative called New Ventures. The purpose of New Ventures is to incubate the best new growth ideas from our staff and promote bold, entrepreneurial thinking. New Ventures allows us to invest in the strongest seeds of employee ideas and provide the support needed to grow them into practices to better serve our clients. The services below will be made available to the City of Cocoa.

Xak-Pack®

Kimley-Horn offers above-and-beyond value to the City of Cocoa with our ability to perform real-time pump analysis using our proprietary XAK-PACK® evaluation system. The XAK-PACK® is a custom-built electronic device that collects real-time data about the pump's operation and performance. Using the XAK-PACK®, Kimley-Horn has identified deficiencies such as broken impellers, clogs, inefficient pumps, incoming power problems, worn out motors and pumps, and misapplication of pumps. During these assessments, Kimley-Horn's expert on pump station design and O&M makes observations and provides a detailed comprehensive evaluation of the station, identifying safety issues, operational deficiencies, and failing equipment. Performance evaluations can be a powerful tool for CIP planning, preventative maintenance, and data collection for asset management systems.

»» XAK-PACK

A Kimley-Horn Smart Utility Solution



PublicCoordinate

This proprietary Kimley-Horn tool is a streamlined, sophisticated interactive map that makes it easier than ever to solicit feedback from the public. This tool offers enhanced capabilities such as comment input, toggling between multiple project alternatives and base maps, ADA web accessibility, custom branding, survey integration, and so much more. Whether the goal of the project is to inform, consult, or collaborate with the public, this tool provides information in an easily digestible format.

»» PublicCoordinate

A Kimley-Horn Software Solution

Section VII

Resumes



VII. Resumes

Kimley-Horn brings decades of experience in providing support to municipalities on continuing service contracts. Our balanced, multidisciplinary team will bring unique and innovative solutions to the City of Cocoa. You get a team that works with you—not just for you—to achieve success on this contract. Following you will find brief resumes for all key Kimley-Horn team members. Their resumes and more in-depth illustrations of their portfolio experience are available upon request.



Tucker Hunter, P.E. | Project Manager; Pipelines Pumping and Storage Lead; Bid/Construction Phase Services Lead

Tucker is a professional engineer with 10 years of experience as a project engineer. Tucker's project experience includes pipeline design and replacement, lift station design and replacement, condition assessment and facility evaluation of wastewater treatment facilities, wastewater,

treatment plant expansions, construction engineering and inspection services, and SRF and SJRWMD grant administration. Tucker has designed over 25 miles of pipelines and has experience with supporting clients through the design, permitting, bidding, construction, grant administration, and close out phases of many pipeline and wastewater treatment plant projects. Additionally, Tucker has supported our development services and roadway teams with utility extension or pipeline replacement projects.

RELEVANT PROJECTS

- Sykes Creek Lift Stations C-08, C-09, and C-10 Replacement, Merritt Island, FL
- Hull Avenue Septic to Sewer Conversion, Oakland, FL
- Sanlando Force Main and Water Main Replacement, Longwood, FL
- Davenport Water Main Replacement, Davenport, FL
- Brevard County Infiltration and Inflow Analysis, Satellite Beach, FL
- Barrington Wastewater Treatment Plant Lift Station, Clermont, FL

EDUCATION/CREDENTIALS

- Bachelor of Science, Civil and Environmental Engineering, Old Dominion University
- Professional Engineer in FL (#88634)
- PACP, MACP, and LACP Certified, #U0220-70308581
- Florida Water Environment Association (FWEA), Central Florida Vice Chair
- Florida Stormwater Erosion and Sedimentation Control Inspector



Steve N. Romano, P.E. | Project Engineer, Conditions Assessments and Asset Management Lead

Steve is a professional engineer with 26 years of experience as a consultant working in the water and wastewater industry. Steve has experience with a full range of utility projects, including water treatment facility design, wastewater treatment facility design, pipeline design,

pump station design, and master planning, including advanced hydraulic modeling, permitting assistance, and regulatory guidance. Steve has provided design and rehabilitation/replacement of lift stations, including master pumping stations, and conversions of old can style lift stations to standard submersible lift stations. Steve's utility engineering experiences includes more than 50 wastewater pump station projects, more than 100 miles of pipeline projects, and several storage and repumping projects.

RELEVANT PROJECTS

- Brevard County Infiltration and Inflow Analysis, Brevard County, FL
- Shadow Hills Wastewater Treatment Plant Improvements, Longwood, FL
- Pinellas County Pump Station 190 Rehabilitation (under general services contract), Pinellas County, FL
- Orange County 42-inch Force Main Relocation, Orlando, FL
- Sykes Creek Force Main Replacement, Merritt Island, FL

EDUCATION/CREDENTIALS

- Bachelor of Science, Environmental Engineering, University of Central Florida
- Professional Engineer in FL (#57579)
- Professional Engineer in AZ (#76631)
- Water Environment Federation (WEF)



Lance Littrell, P.E. | Principal-in-Charge and Technical Advisor

Lance has 22 years of experience successfully delivering water, wastewater, and reclaimed water utility projects throughout Florida. His municipal experience includes a well-rounded portfolio of planning, design, construction inspection, and start-up services, as well as operations assistance. Lance also brings significant experience in design and hands-on construction of membrane treatment systems in the U.S. and abroad. In

addition, Lance serves as the Region III Chair for FSAWWA, as well as on the Board of Directors of the Southeast Desalting Association (SEDA).

RELEVANT PROJECTS

- Davenport Water Main Replacement, Davenport, FL
- Maitland Lift Station 17 Force Main, Maitland, FL
- Orlando Cargo Road Water Main for the Middlesex Corporation, Orlando, FL
- Palm Beach County Water Treatment Plant #2 Evaluation of Existing Facilities, FL
- 8.0 MGD RO Water Treatment Plant Expansion for Town and Country Utilities, Babcock Ranch, FL
- Southwest Water Treatment Plant and Wastewater Treatment, North Port, FL

EDUCATION/CREDENTIALS

- Master of Business Administration, University of Central Florida
- Bachelor of Science, Mechanical Engineering, Old Dominion University
- Professional Engineer in FL (#65645)
- Professional Engineer in Ohio (#79857)
- American Membrane Technology Association, American Water Works



Ashley Miele, P.E. | Technical Review/Quality Assurance; Pipelines, Pumping and Storage

Ashley is a senior project manager with more than 21 years of project design, project management, and construction management experience with environmental wastewater and water engineering projects. Her expertise includes design and management of water and wastewater infrastructure, pumping systems, subsurface utility relocation and

permitting, hydraulic analyses, and feasibility studies. She has extensive experience with permitting through all agencies, including FDEP, SWFWMD, FDOT, and ACOE and provides construction phase services, including contractor solicitation, bid analyses, management recommendations, site construction management, and quality control.

RELEVANT PROJECTS

- Sarasota County Peace River Interconnect and Potable Water Main (30-inch and 36-inch Potable Water Transmission Main), FL
- Osprey Avenue Phase II Utilities and Roadway Improvements (Phase II and Phase IV 20-inch Force Main and 12-inch Water Main Replacements), Sarasota, FL
- Master Pump Station No. 1, Master Pump Station No. 2, and Master Pump Station No. 3 Rehabilitation, St. Pete Beach, FL
- Lakewood Ranch Boulevard Extension and Water Main Extension, Sarasota, FL

EDUCATION/CREDENTIALS

- Bachelor of Science, Environmental Engineering, Roger Williams University, Bristol, RI
- Professional Engineer in Florida (#66476)
- American Society of Civil Engineers
- Water Environment Federation
- American Water Works Association



Tom Jensen, P.E. | Technical Review/Quality Assurance

Tom has 37 years of experience with a diverse background within the field of civil engineering and is responsible for client/project management, design, permitting, and construction observation. His extensive experience includes paving, drainage, water distribution, and wastewater collection/transmission systems projects for a multitude of developments/

municipalities throughout South Florida. As QA/QC advisor, Tom will conduct QA/QC reviews at the end of each project phase to help ensure that the project deliverable is not only technically correct, but also consistent with the project's objectives. Tom will review project deliverables for clarity, accuracy, completeness, and complete scope compliance.

RELEVANT PROJECTS

- Hollywood North Central Septic to Sewer Conversion, Hollywood, FL
- Value Engineering and Quality Reviews, Islamorada and Cudjoe Key, FL
- Miami-Dade 60-inch Force Main SL-3A-2-SP-1 Transmission Force Main Extension, Phase 2, Miami, FL
- Martin County Utilities Western Corridor Water and Sewer Main Extension, Martin County, FL
- Northport 24-inch Force Main Extension Phase 3, Port St. Lucie, FL
- Wastewater Infiltration and Inflow Study, Palm Beach, FL
- Central Transmission Main Crossing, Jupiter, FL

EDUCATION/CREDENTIALS

- Bachelor, Civil Engineering, University of South Florida
- Professional Engineer in FL (#37290)
- American Water Resources Association, American Water Works Association (AWWA)



Lewis Bryant, P.E. | Technical Review/Quality Assurance

Lewis has more than 23 years of experience with municipal utility engineering, including utility relocation, master planning, distribution system design, hydraulic computer modeling and analysis, and construction phasing and inspections. He is a skilled project manager and quality advisor for utility relocation/expansion projects, water and wastewater treatment facilities design, facility expansion plans, capacity analysis reports, and water use permits. As QA/QC Advisor, Lewis will help to ensure the accuracy, efficiency, and correctness of all project deliverables.

RELEVANT PROJECTS

- St. Pete Beach Master Pump Station No. 1, Master Pump Station No. 2, and Master Pump Station No. 3 Rehabilitation, St. Pete Beach, FL
- St. Pete Beach Engineering Services (Force Main 3, Force Main 5), St. Pete Beach, FL
- Pinellas County Pump Station 190 Rehabilitation, Pinellas County, FL
- Wildwood CR 501 Force Main Design, Wildwood, FL
- Martin County Utilities Utility Condition Assessment and Valuation of Indiantown Company Utility Systems, Indiantown, FL

EDUCATION/CREDENTIALS

- Master of Business Administration, University of Florida
- Master of Science, Civil Engineering, University of Florida,
- Bachelor of Civil Engineering, University of Florida
- Bachelor of Science, Technology (Nuclear), Regents College
- Professional Engineer in Florida (#65582)



Nicole McConnell, P.E. | Planning Evaluation/Studies Lead

Nicole has more than 16 years of experience specializing in wastewater treatment plant and pipeline design. Her technical engineering skills include wastewater treatment plant design, pump stations and lift stations, pipeline design, reuse feasibility planning, master planning, permitting, and construction management. Her wastewater treatment plant designs include odor control systems, headworks facilities, process basins, filtration and disinfection, and solids handling facilities. Her pipeline design experience includes the design of wastewater, potable, and reuse pipelines.

RELEVANT PROJECTS

- Facilities Plan, Port Orange, FL
- Consumptive Use Permitting Preparation and Review, Port Orange, FL
- Hydraulic Model Evaluation and Calibration, Port Orange, FL
- Shadow Hills Wastewater Treatment Plant, Longwood, FL
- Church Avenue Force Main Replacement, Longwood, FL
- Florida Government Utility Authority Colonial Manor Water Main Replacement, Holiday, FL
- Florida Government Utility Authority Dixie Groves Water Main Replacement Holiday, FL

EDUCATION/CREDENTIALS

- Bachelor of Science, Environmental Engineering, Rensselaer Polytechnic Institute
- Professional Engineer in FL (#73789)



Rhea Dorris, P.E. | Water Treatment Lead

Rhea is a project engineer with nine years of experience in water and wastewater engineering for municipal clients. She has experience in water and wastewater hydraulic modeling, master planning, GIS analysis, pressure pipeline design, gravity sewer design, lift station design, and treatment process piloting/design. Rhea's project experience has focused on local Central Florida municipalities but extends across Florida. Rhea has been involved in production of technical memorandums, preliminary design reports, design drawings, specifications, and permitting. In addition to treatment process design, she also has led design efforts for raw water wells, pipeline, pump stations, and hydraulic models. Rhea is proficient in GIS, WaterCAD, and InfoWater. In 2018, Rhea was accepted as an exclusive member of the 2018 Water Leadership Institute (WLI) program where she was one of 54 applicants accepted.

RELEVANT PROJECTS

- Brevard County Infiltration and Inflow Analysis, Satellite Beach, FL
- Shadow Hills Wastewater Treatment Plant Improvements, Longwood, FL
- Orange County 42-inch Force Main Relocation, Orlando, FL
- Florida Government Utility Authority Dixie Groves Water Main Replacement, Holiday, FL
- Northport 24-inch Force Main Extension Phase 3, Port St. Lucie, FL
- Davenport Water Main Replacement, Davenport, FL
- 8.0 MGD Reverse Osmosis (RO) Water Treatment Plant Expansion for Town and Country Utilities, Babcock Ranch, FL

EDUCATION/CREDENTIALS

- Bachelor, Environmental Engineering, University of Central Florida
- Professional Engineer in FL (#88094)



Allison Megrath, AICP, CNU-A | Grant Funding and Administration

Allison has built a strong practice in grant writing and administration based on her 30-year career in community planning. She understands obtaining successful funding from a variety of sources is critical to many public sector projects. Allison works to identify alternative funding strategies for many local governments in Florida. She has experience in all aspects of

the grants process from identification, to preparing applications, to tracking award announcements, to administration, and finally successful project implementation and grant award close out.

RELEVANT PROJECTS

- City of Boynton Beach Heart of Boynton Utility Retrofit FEMA BRIC Grant Project, Boynton Beach, FL
- City of Hollywood FEMA BRIC Grant Application – Southern Regional Wastewater Treatment Plant Upgrades, Hollywood, FL
- Indiantown Wastewater Collection System Improvements CDBG-MIT Grant Preparation, Indiantown, FL
- City of High Springs Florida Department of Economic Opportunity (DEO) Community Planning Technical Assistance Grant Preparation for Utility Modeling Services, High Springs, FL
- Village of Palm Springs Florida Department of Economic Opportunity (DEO) Community Planning Technical Assistance Grant Preparation for a Septic to Sewer Plan, Palm Springs, FL
- City of Hollywood FDEP Water Protection Grant Application–US 441 Corridor Septic to Sewer Conversion Project, Hollywood, FL

EDUCATION/CREDENTIALS

- Bachelor, Urban Studies, University of Toronto
- American Institute of Certified Planners (#019583)
- Congress for New Urbanism
- American Planning Association (APA)
- National Grants Management Association Member



Jill Grimaldi, BCES | Permitting Support

In her 22-year career, Jill Grimaldi, BCES has served as a permitting specialist obtaining more than a hundred of permits, primarily for municipal clients, including FDEP operations permits (wastewater and solid waste), FDEP Construction Permits (Potable Water), FDEP water and wastewater main extensions, Consumptive/Water Use Permits through St. Johns River

Water Management District and South Florida Water Management District, Environmental Resource Permits through both water management district and FDEP jurisdictions, NPDES permitting, U.S. Army Corps of Engineers permitting (flood plain, nationwide, general), FDEP Power Plant Siting Act permitting (primarily for waste to energy facilities/solid waste agencies), local City/County building/site plan/fire department/utility permitting, FDOT roadway and railroad crossing permits (involving RRs as well), Title V and PSD Air Permitting, wetland mitigation coordination (various agencies), local 298 Water Control District drainage permitting, FDEP deep injection well permitting, and compliance and potable well construction permitting.

RELEVANT PROJECTS

- Design and Permitting of the 30" and 24" Raw Water Main Projects, Port St. Lucie, FL
- Northport 24-inch Force Main Extension Phase 3, Port St. Lucie, FL
- South Oslo Road Water Plant Floridan Well Rehabilitation and Construction of Well #7, Vero Beach, FL

EDUCATION/CREDENTIALS

- Bachelor of Science, Environmental Science, University of Florida
- American Water Works Association (AWWA)
- National Association of Environmental Professionals



Kinan Husainy, P.E. | Site/Civil

Kinan has more than 16 years of civil engineering experience in the design and project management of large-scale residential communities, commercial projects, and mixed-use developments. Kinan is well-versed in the specific requirements for both multifamily developments and single-family communities. His specific areas of engineering expertise include

land development, grading, stormwater management, water and sewer systems, site layout, permitting, utility system design, dewatering, construction phasing, and value engineering.

RELEVANT PROJECTS

- Del Webb at Tradition, Port St. Lucie, FL
- Palmetto Design Center, Miami Gardens, FL
- Hillcrest Country Club Redevelopment, Hollywood, FL
- Fisherman's Wharf, Jupiter, FL

EDUCATION/CREDENTIALS

- Bachelor of Science, Civil Engineering, Florida State University
- Professional Engineer in Florida (#75481)



Brian Ashby, P.E. | Stormwater

Brian is a project engineer with 13 years of experience in civil and water resources engineering including site layout and design, drainage analysis and design, utility design, master planning, stormwater management, water quality assessments, erosion and sedimentation control design, permitting assistance throughout the State of Florida, and construction phase services.

His software experience includes AdICPR, PONDS, AutoCAD Civil 3D, AutoCAD Storm and Sanitary Analysis, StormCAD, Hydraflow, and WaterCAD. Brian has extensive knowledge of permitting through various review agencies across Florida, including St. Johns River Water Management District (SJRWMD), Lake County, the Florida Department of Environmental Protection (FDEP), the Florida Department of Transportation (FDOT), and various other municipal entities.

RELEVANT PROJECTS

- Titusville Downtown Stormwater Development Plan, Land Development Regulations, and Urban Design Manual Updates, Titusville, FL
- Osceola County Continuing Planning, Design, and Stormwater Consultant Services, Osceola County, FL
- Maitland Stormwater/Lakes Management Plan (SLMP) Update, Maitland, FL
- Hanger Boulevard Sanitary Sewer and Lift Station Improvements (BP-452), Orlando International Airport (OIA), Orlando, FL

EDUCATION/CREDENTIALS

- Bachelor of Science, Civil Engineering, Florida State University
- Professional Engineer in FL (#80456)
- American Society of Civil Engineers (ASCE)



Joe Roberts, P.E. | Structural

Joe has more than 11 years of experience involving structural evaluation, design, and repair of bridges, roadways, parks, airports, buildings, infrastructure, foundations, supports, and water control structures. Joe has provided design services for a variety of structures related to water and wastewater utilities.

RELEVANT PROJECTS

- St. Petersburg Pump Station 122 Collection System & Bulkhead Wall Improvements, St. Petersburg, FL
- Cape Canaveral Headworks and Filter Improvements, Cape Canaveral, FL
- Mid-County Wastewater Treatment Plant Headworks and Grit Removal Improvements, FL
- North Port Water Control Structure 106, North Port, FL
- Sarasota County Bee Ridge Water Reclamation Facility Interim Process Improvements—Design/Build Project, Sarasota County, FL

EDUCATION/CREDENTIALS

- Master of Engineering, Structural Engineering, University of Florida
- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in FL (#78547)
- American Society of Civil Engineers (ASCE)



Sarah Johnson, C.E. | Environmental

Sarah has more than 20 years of experience managing and conducting biological assessments, permitting, mitigation planning, NEPA evaluations, species-specific surveys, GIS, and photointerpretation. She has experience with NEPA documentation, including natural resource evaluation reports, re-evaluations, environmental certifications for minor projects, and Section 4(f)

Determination of Applicability. She has been the environmental lead on projects with entities such as FDOT Districts One, Five, and Seven; Lee, Collier, Hillsborough, Pinellas, Sarasota, and Nassau counties; and numerous water management districts. Sarah is knowledgeable about the PD&E guidelines used for development of transportation projects by FDOT, the NEPA process, and the permitting guidelines for various agencies for projects that impact wetlands and/or protected species. Additionally, Sarah has direct experience conducting protected species surveys for the Florida bonneted bat, bald eagle, crested caracara, Florida scrub-jay, Big Cypress and Sherman fox squirrel, gopher tortoise, red-cockaded woodpecker, wood stork, West Indian manatee, sand skink, Florida sandhill crane nests, wetland dependent wading birds and shorebirds, snail kite, and Florida burrowing owl.

RELEVANT PROJECTS

- Inverness 44 W Sewer Extension, Inverness, FL
- Peninsula Pipeline Company, Callahan Pipeline Expansion Project, Callahan, FL
- Bald Eagle Nest Monitoring, Polk County, FDOT District One, FL
- Bonneted Bat Survey for SW 136th Safe Routes to School Project, Palmetto Bay, FL

EDUCATION/CREDENTIALS

- Master of Science, Zoology, University of Oklahoma
- Bachelor of Arts, Zoology, Ohio Wesleyan University
- Certified Environmental Professional, Certified Ecologist

Section VIII

Required Proposal Submittal Forms and Statements



Kimley»Horn

Expect More. Experience Better.

CITY OF COCOA
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VIII. Required Proposal Submittal Forms and Statements

AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

(PAGE 1 OF 2)

Proposers shall complete and submit the information below to clearly identify the location of the Project Manager and Project Engineer designated in the organizational chart required in Section III RFQ Submittal Requirements. All proposers shall complete and sign the pages of this form concerning location. **NOTE THE AFFIDAVIT/ NOTARIZATION REQUIREMENT (page 2).**

1. Current domicile of Project Manager:

Name	Tucker Hunter, P.E.
Address	7341 Office Park Place, Suite 102
City, State, Zip	Melbourne, FL 32940
County	Brevard County
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ☒ Yes ☐ No	

2. Current domicile of Project Engineer:

Name	Steve N. Romano, P.E.
Address	189 S Orange Ave #1000
City, State, Zip	Orlando, FL 32801
County	Orange County
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ☒ Yes ☐ No	

3. Firm's Office Location:

Company	Kimley-Horn and Associates, Inc.
Address	7341 Office Park Place, Suite 102
City, State, Zip	Melbourne, FL
County	Brevard County
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ☒ Yes ☐ No	

CITY OF COCOA
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**AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT
ENGINEER**

(PAGE 2 OF 2)

AFFIDAVIT

Under penalties of perjury, I swear that the preceding location information is true and correct. I also acknowledge that any material misrepresentation will be grounds for terminating for default any Contract, which may have been awarded due in whole or part to such misrepresentation. I also understand that false statements may result in criminal prosecution for a felony of the third degree per Section 92.525(3), Florida Statutes.


Authorized Signatory
Lance R. Littrell, P.E.
Typed or Printed Full Name
Vice President
Title

Kimley-Horn and Associates, Inc.
Name of Proposer
March 22, 2023
Date

On this 22nd day of March, 2023, before me appeared (name) Lance R. Littrell, P.E., to me personally known ^{in person}, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) Kimley-Horn and Associates, Inc. to execute the affidavit and did so as his or her free act and deed.

Notary Public 
Commission Expires 5/16/26

(seal) 
Date 3/22/23

State of FL
County of ORANGE

CITY OF COCOA
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AFFIDAVIT OF EXISTING AND PRIOR CONTRACTS WITH THE CITY OF
COCOA

STATE OF Florida

CITY OF Orange

BEFORE ME, the undersigned authority, this day personally appeared
Lance R. Littrell, P.E., who, after first being duly sworn, upon oath, deposes and says:

1. My name is Lance R. Littrell, P.E. and I am over the age of eighteen (18)
years.

2.I have personal knowledge of the facts contained in this Affidavit, and I know
these facts to be true and correct.

3.I currently serve in the position of Vice President for
Kimley-Horn and Associates, Inc. (hereinafter "Respondent") and have been employed by
Respondent since 7/25/2016.

4.I am familiar with one of the factors in the Consultants Competitive Negotiations
Act ("CCNA"; section 287.055, Florida Statutes) that requires the City of Cocoa to
generally consider the volume of work previously awarded each firm by the City of Cocoa
when awarding new Contracts under the CCNA with the object of effecting an equitable
distribution of Contracts among qualified firms, provided the distribution does not violate
the principle of selection of the most highly qualified firm; and

5. I am familiar with the client base and the various Contracts for services
entered into by Respondent, and have knowledge of whether or not there are any existing
and/or prior Contracts within the past three (3) years between the City of Cocoa, Florida
and Respondent.

6. Based on my knowledge indicated in paragraph 5 of this Affidavit, there currently exist the following Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

[illegible]

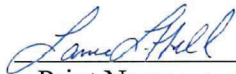
7. Based on my knowledge indicated in paragraph 5 of this Affidavit, there were the following prior Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa within the previous three (3) years from the date of this Affidavit, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
Not applicable.	

CITY OF COCOA
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_____	_____
_____	_____
_____	_____
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FURTHER AFFIANT SAYETH NAUGHT.



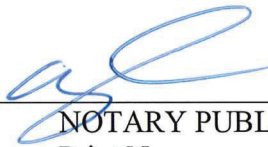
Print Name: Lance R. Littrell, P.E.

STATE OF FL
COUNTY OF ORANGE

The foregoing instrument was sworn to and subscribed before me by means of (☒) physical presence or () online notarization, this 22nd day of March, 2023 by Lance R. Littrell, P.E. [☒] who is personally known to me, or [] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 22 day of MARCH, 2023.





NOTARY PUBLIC
Print Name: MYRTHA RODRIGUEZ VILLARREAL

My Commission Expires:

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
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AFFIDAVIT OF OTHER APPLICABLE MANDATORY
CRITERIA

STATE OF Florida

CITY OF Orange

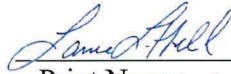
BEFORE ME, the undersigned authority, this day personally appeared
Lance R. Littrell, P.E., who, after first being duly sworn, upon oath, deposes and says:

1. My name is Lance R. Littrell, P.E. and I am over the age of eighteen (18) years.
2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.
3. I currently serve in the position of Vice President for
Kimley-Horn and Associates, Inc. (hereinafter "Respondent") and have been employed by
Respondent since 7/25/2016.
4. I am familiar with the current professional licensing status of Respondent.
5. I have assisted in preparing the Respondent's response to the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion and I am familiar with the contents of said response.
6. I am also familiar with the other applicable mandatory criteria listed in sections 6 and 7 of the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; and
7. Based on my personal knowledge and belief, I state as follows:
 - a. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;

CITY OF COCOA
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- b. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person or entity, or with respect to the scope of services required by the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; and
- c. The Respondent adhered to the instructions set forth in the City of Cocoa Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.



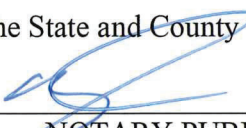
Print Name: Lance R. Littrell, P.E.

STATE OF FL
COUNTY OF ORANGE

The foregoing instrument was sworn to and subscribed before me by means of (☒) physical presence or () online notarization, this 22nd day of March, 2023 by Lance R. Littrell, P.E. [☒] who is personally known to me, or [] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 22 day of MARCH, 2023.




NOTARY PUBLIC

Print Name: MYRTHA RODRIGUEZ VILLARREAL

5/16/26

My Commission Expires:

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

Scrutinized Company Certification

This certification is required pursuant to Sections 287.135, 287.012 and 215.473, Florida Statutes.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. [215.4725](#), or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

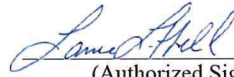
- 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. [215.473](#); or
- 2. Is engaged in business operations in Cuba or Syria.

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

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engaged in business operations in Cuba or Syria; or on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on any of the Scrutinized Company Lists above or becomes engaged in business operations in Cuba or Syria, or becomes engaged in a boycott of Israel.
- d. The Vendor understands that any contract with an agency or local governmental entity for goods or services of \$1 million or more entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Any contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

**CITY OF COCOA
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(Authorized Signature)

Lance R. Littrell, P.E., Vice President

(Printed Name and Title)

Kimley-Horn and Associates, Inc.

(Name of Vendor)

STATE OF FLORIDA, COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization, this 22nd day of March, 2023, by Lance R. Littrell (name of person whose signature is being notarized) as Vice President (title) of Kimley-Horn and Associates, Inc. (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:



(Signature)

MYRTHA RODRIGUEZ VILLARREAL

(Print Name)

State of FLORIDA at Large (Seal)

My commission expires: 5/16/26



Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a Contract with an agency or local government entity for goods or services of \$1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:

Sudan:

1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:

1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

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The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:

<http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx> then click on the "Other Links" to the List

or

<http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409>

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Drug-Free Workplace Certification

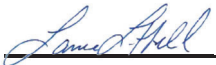
When applicable, the drug-free certification form below must be signed and returned with the RFQ response.

IDENTICAL TIE PROPOSALS: Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.



AUTHORIZED SIGNATORY

Vice President

Title



Witness Signature

Lance R. Littrell, P.E.

Typed Name of Signatory

March 22, 2023

Date

Tucker Hunter, P.E.

Typed Name of Witness

CITY OF COCOA
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**Certification A: Certification Regarding Debarment, Suspension, and
Other Responsibility Matters – Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
 - b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

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

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

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

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

Instructions for Certification (B)

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

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

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

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

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

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

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

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

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

Applicant: Kimley-Horn and Associates, Inc.		Date: March 22, 2023
Signature of Authorized Certifying Official:  Page 56 of 70	Title: Vice President	

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

Non-Collusion/Lobbying Certification

This statement is submitted with Proposal by:

Kimley-Horn and Associates, Inc. whose business address is
7341 Office Park Place, Suite 102, Melbourne, FL 32940
[Name of entity submitting sworn statement]

Kimley-Horn and Associates, Inc. and its Federal Employer Identification Number (FEIN) is
56-0885615.

My name is Lance R. Littrell, P.E. and my relationship to the above is
Vice President.
[Please print name of individual signing]

A. NON-COLLUSION PROVISION CERTIFICATION.

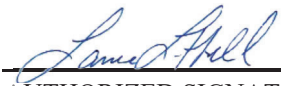
The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B. LOBBYING CERTIFICATION.

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member or Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in, **Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.



AUTHORIZED SIGNATORY

Vice President

Title



Witness Signature

Lance R. Littrell, P.E.

Typed Name of SIGNATORY

March 22, 2023

Date

Tucker Hunter, P.E.

Typed Name of Witness

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

Organizational Information

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

- A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
- B. A copy of a resolution listing the members of staff as authorized signatories for the company.
- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
✓	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation		North Carolina			
Principal Place of Business (Enter Address)		421 Fayetteville Street, Suite 600, Raleigh, NC 27601			
Federal I.D. or Social Security Number		56-0885615			

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "H", Organizational Information**, is truthful and correct at the time of submission.

Respondant/Contractor_Name:
Lance R. Littrell, P.E.

Mailing_Address: 189 South Orange Avenue, Suite 1000, Orlando, FL 32801

Telephone_Number: 407-412-7544 E-mail Address: Lance.Littrell@kimley-horn.com

FEIN: 56-0885615 DUNS: V8PKGG6NLKV6 CAGE Code: OBPM5 As issued through www.sam.gov

Authorized Signatory Printed Name

Lance R. Littrell, P.E.

Title Vice President

Date March 22, 2023



Certificate of Secretary

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 15, 2022 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented."
(Copies of the employee lists as presented are enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated:

A handwritten signature in blue ink, appearing to read "Richard N. Cook", written over a horizontal line.

Richard N. Cook, Secretary

(corporate seal)



Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 15, 2022

The following individuals have authority to sign both standard and non-standard agreements directly related to serving clients ("Project Agreements"). Project Agreements include client contracts, subcontracts, project-specific vendor agreements, IPO's, contract amendments, non-disclosure agreements, teaming agreements, project-specific equipment and facility rental agreements for specific projects, and certifications related to proposals. This document does not grant authorization to sign other types of contracts or legal documents not directly related to client service such as office leases, software purchase or license agreements, tax returns, purchase agreements for supplies, or agreements to procure accounting, legal, recruiting, or similar services.

ATLANTIC

BALTIMORE CITY

Falk, Katherine W.
Kraft, Jonathan H.

BALTIMORE COUNTY

Leffner, Nicholas J.
Hutton, Heather

BOSTON

Keegan, Katherine A.

HARRISBURG

Bankert, Larry I.
McGinley, Steve M.

NEWPORT NEWS

Collins, Carroll E.

NORTHERN VIRGINIA

Byrd, Michael N.
Carter, Erica V.
Elman, Paul D.
Giffin, Geoffrey D.
Kauppila, John L.
Koopman, Jennifer R.
Lefton, Steven E.
Martin, Robert J.
Murphy, Erin M.
Musson, David B.
Prunty, Robert W.
Sauro, Thomas J.
Schrader, Carly N.
Stevens, Ross S.
Teague, M. Zach
Whyte, Richard D.

PHILADELPHIA

CENTER CITY

Harmon, Amanda R.
Hughes, Paul W.

PITTSBURGH

Beaves, Adele M.

PRINCETON

Diggan, Tony W.
Gibson, Adam T.

RICHMOND

Chance, Maxwell P.
Heustess, Aaron M.
Hill, Corey
Lickliter, Ashley C.

McCray, Danielle R.
McPeters, Brian A.
Perkins, Ryan R.
White, Timothy E.

VIRGINIA BEACH

Chambers, Jon S.
Crum, Katie E.
Davidson, Scott O.
Farthing, Andrew P.
France, William D.
Holland, Kimberly R.
Holland, Stephen R.
Jucksch, Rebecca R.
Mackey, William F.
Marscheider, Edward A.
Mertig, Karl E.
Miller Edward W.
Moser, Emily A.
Niss, Robyn M.
Royal, Jack R.
Votava Charles F.
Williams, Kyle D.

WHITE PLAINS

Canning, Thomas J.
Van Hise, Kevin

CALIFORNIA

LOS ANGELES

Blume, Robert D.
Chakravarthy, Srikanth
Fares, Jean B.
Kyle, Gregory S.
Phaneuf, Alyssa S.
Ranta, Shahrzad

OAKLAND

Akwabi, Kwasi
Colety, Mike D.
Dankberg, Adam J.

ORANGE

Adrian, Darren J.
Glaze, Jacob S.
Kerry, Nicole M.
Matson, Jason B.
Marechal, Jason A.
Melchor, Jason J.
Melvin, M. Pearse
Phillips, Chad E.

PLEASANTON

Durrenberger, Randal R.

Johnson, Miles R.
Mehta, Parag G.
Mowery, Michael C.
Sowers, Brian E.

RIVERSIDE

Cowan, Eugene D.
Pollock, John A.

SACRAMENTO

Melvin, Enda
Pittalwala, Fareed S.
Tait, Zachary T.
Weir, Matthew D.

SAN DIEGO

Barlow, Matthew T.
Becker, Justin S.
Harry, Jennifer L.
Kaltsas, Joseph D.
Landaal, Dennis J.
Madsen, Michael P.
McCormick, Matthew B.
McWhorter, Samuel L.
Podegracz, Anthony J.
Ullery, Megan R.

SAN JOSE

Hedayat, Leyla
Meyerhofer, Peter N.
Venter Frederik J.

CAROLINAS

CHARLESTON

Guy, Jonathan R.

CHARLOTTE

Blakley, Jr., Stephen W.
Edwards, Matthew A.
Lewis, Ryan T.
Pattison, Paul G.
Taylor, Benjamin S.

COLUMBIA

Iser, Christopher M.

DURHAM DOWNTOWN

Lewellyn, Earl R.

FORT MILL

Holcomb, John E.

RALEIGH

Adams, Richard C.

Barber, Barry L.
Beck, Chadwick W.
Brewer, Brian J.
Cochran, Adam P.
Cook, Richard N.
Deans, Neil T.
Denney, Seth A.
Keil, Ashley R.
Flanagan, Tammy L.
Kuzenski, John
Meador, Emily H.
Thompson, Erin K.

FLORIDA

BOCA-DELRAY

Spruce, Michael D.
Webber, Jason A.

FORT LAUDERDALE

Alam, Mudassar M.
Capelli, Jill A.
Falce, Christopher T.
McWilliams, John J.
Ratay, Gary R.
Robertson, Stewart E.
Viola, Stefano F.

FORT MYERS

Bryant, M. Lewis
Clark, Kellie R.
Wicks, Amy N.

GAINESVILLE

Towne, Christopher

JACKSONVILLE

Brenny, Martin T.
Mecca, Joseph P.
Mullis, Raiford M.
Roland, George E.
Shelton, Mark W.

LAKELAND

Lewis, Jason A.
Wilson, Mark E.
White, Wayne E.

MELBOURNE

Husainy, Kinan F.

MIAMI

Almonte, Leonte I.
Baldo, Burt L.
Buchler, Aaron E.

Collier, Julio A.
Fernandez, Jorge L.
Fye, Barton J.

OCALA

Busche, Richard V.
Gartner, Amber L.
Losito, Gene B.

ORLANDO

Chau, Hao T.
Lenzen, Brent A.
Littrell, Lance R.
Martin, Jonathan A.
Mingonet, Milton S.
Stickler, Brooks A.
Thigpen, Jonathan D.
Wetherell, Ryan S.

SARASOTA

Klepper, B. Kelley
Nadeau, Gary J.
Pankonin, James R.
Schmid, Seth E.

ST. PETERSBURG

Dodge, Dawn M.
Walker, Jordan W.

TALLAHASSEE

Barr, Richard R.
DeVeau, Zachariah A.

TAMPA

Bulloch, Kelly B.
Gilner, Scott W.
Lee, Nathan Q.

VERO BEACH

Good, Brian A.
Lawson, Jacob B.
Roberson, Kevin M.
Thomas, Melibe S.
Van Rens, Peter J.

WEST PALM BEACH

Heggen, Christopher W.
Lee, Jason R.
Mufleh, Marwan H.
Rapp, Bryan T.
Schanen, Kevin M.
Schwartz, Michael F.
Sumislaski, James M.

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 15, 2022

Tercilla, Lindsey A.
Walthall, David W.

MID-WEST

CHICAGO
DOWNTOWN

Dvorak, Jr., William E.
Lemmon, Peter C.
Marnell, Colleen L.
Morton, Jr., Arthur J.

CHICAGO NORTH
SUBURBS

Cooper, Jason C.
Tracy, Eric J.
West, Craig L

CHICAGO WEST
SUBURBS

Fancier-Splitt, Rory K.
Heinen, Andrew N.
Kaufman, Phil R.
Walker, Michaela E.
Walker, William A.

COLUMBUS

Muller, Justin M.
Schall, Andrew J.

INDIANAPOLIS

Butz, Jr., William A.
Sheward, Bryan A.

KANSAS CITY

Kist, Matthew D.

NORTHEAST OHIO

Clements, Kevin J.

TWIN CITIES

Bishop, Mark C.
Coyle, Daniel J.
Elegert, Brandon R.
Hume, Robert M.
Leverett, Christopher C.
Matzek, William D.
Schmitz, William J.
Bourdon, Brandon J.
Fosmo, Eric J.
Jensen, Matthew D.
Wall, Lisa M.
Zimmerman, David

TWIN CITIES- WEST

Kuhnau, JoNette L.
Wurdeman, Brian M.

MOUNTAIN

ASPEN

Christensen, Bryce E.

BOISE

McDougald, Brandon D.
Nicholson, Tim P

COLORADO SPRINGS

Gunderson, Eric J.
Heiberger, John R.

DENVER

Andryscik, Kory J.
Colvin, Scott W.
Krell, Gabriel M.
Phelps, Randall J.
Rowe, Curtis D.
Salvagio, Robin
Skeehan, Daniel L.
Sobieski, Dennis
Turner, Meaghan M.
Valentine, Brian W.
Wilhelm, William R.

EVERETT

Reeverts, Canaan H.

LAS VEGAS

Ackeret, Kenneth W.
Ahartz, Shannon R.
Colety, Michael D.
Jones, Christopher R.
Moles, Richard A.
Wolf, Treasea

MESA

Burm, Jason M.
Grandy, Michael L.
Margetts, Sterling T.
Mutti, Brent H.
Walnum, Nathan C.

PHOENIX

Connelly, Alissa J.
Ehrick, Taylor R.
Henderson, Benjamin J.
Hermann, Michael J.
Jupp, Andrew M.
Kimm, Kevin J.
Kissinger, John C.
Leistiko, David J.
Marella, Damon J.
Perillo, Adam C.
Sjogren, Timothy P.
Smalkoski, Brian R.

PORTLAND

Belsick, Jody W.

RENO

Hildebrandt, Timothy H.
Nasset, Brent J.

SALT LAKE CITY

Crowther, Brent C.
Gresham, Teresa R.
Johnson, Zachary A.
O'Brien, Molly M.

SEATTLE

Danielson, Paul B.
Williams, David S.

TUCSON

Payne, Kevin W.
Rhine, Timothy J.

SOUTH

ALPHARETTA

Fanney, Angela L.
Fanney, Lawson H.
Hamilton, James R.
James, Alvin B.
Shearouse, Sarah
Stricklin, David L.
Walker, John D.

ATLANTA

Ergle, Kevin B.
Fink, Kenneth L.
Rushing, Michael L.

ATLANTA MIDTOWN

Bosman, Eric S.
Coleman, Sean H.
Johnston, Sean P.
Ross, Robert A.
Triplett, Katherine R.

BIRMINGHAM

Bailey, Clark B.

MEMPHIS

Danley, Drake E.
Minor, Henry W.
Peregoy, Samuel J.
Peregoy, Jennifer M.

MOBILE

Starling, Charles H.

NASHVILLE

Creasman, Brett R.
Dufour, Zachary J.
Espelet, Leonardo E.
McMaster, Ryan L.
Rhodes, Christopher D.

SAVANNAH

Gwaltney, Jamie N.

TEXAS

AUSTIN NORTH

Boecker, Brian C.
Van Leeuwen, Andrew

AUSTIN SOUTH

Hudson, Harrison M.
Mason, Sean R.

BRYAN/COLLEGE
STATION

Lucas, Michael D.

DALLAS

Galloway, Steven D.
Gary, Glenn A.
Hall, James R.
Harris, Mark E.
Hoppers, Kevin P.
Nathan, Aaron W.
Sulkowski, Nicholas E.
Williamson, Sarah T.

FORT WORTH

Arnold, Douglas M.
Arnold, Scott R.
Atkins, John R.
Hill, Bradley J.
James, Jeffery
Webb, Floyd C.

FRISCO

Brignon, Brit A.
Coppin, Thomas G.
McCracken, Paul D.
Dickey, Kyle A.

HOUSTON

Frysinger, Chris V.
Guillory, Michael B.
Rader, Aaron K.
Schmidt, Scott C.

LAS COLINAS

Ante, Louis N.

MCKINNEY

Morales, Hugo

SAN ANTONIO

Farnsworth, Jeffrey A.
Holscher, Nicholas F.

THE WOODLANDS

Freeman, Jr., Steven C.

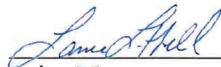
**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

E-Verify Contractor Affidavit

I hereby certify that Kimley-Horn and Associates, Inc. [insert ~~contractor~~ ^{consultant} 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 Kimley-Horn and Associates, Inc. [insert ~~contractor~~ ^{consultant} company name] proof of registration in the E-Verify system is attached to this Affidavit.



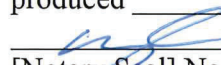
Print Name: Lance R. Littrell, P.E.

Date: March 22, 2023

STATE OF FLORIDA

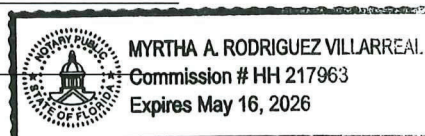
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this March 22, 2023 (date) by Lance R. Littrell, P.E., Vice President (name of officer or agent, title of officer or agent) of Kimley-Horn and Associates, Inc. (name of corporation acknowledging), a North Carolina (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.


[Notary Seal] Notary Public

Name typed, printed, or stamped

My Commission Expires: 5/16/26



Kimley-Horn and Associates, Inc Profile ACTIVE

Company Information

Company Name

Kimley-Horn and Associates, Inc

Doing Business As (DBA) Name

Company ID

412062

Enrollment Date

May 02, 2011

Employer Identification Number (EIN)

560885615

Unique Entity Identifier (UEI)

DS7JWCWDLQU7

DUNS Number

061099131

Total Number of Employees

5,000 to 9,999

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

All instances of "contractor" are to
be substituted with "consultant".

FEMA RIDER

FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA

GRANTEES AND SUBGRANTEES

1. *Equal Employment Opportunity*

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

CITY OF COCOA
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(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: <https://www.dol.gov/agencies/whd/government-contracts/construction>. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland “Anti-Kickback” Act*

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. *Compliance with the Contract Work Hours and Safety Standards Act*

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

~~5. Rights to Inventions Made Under a Contract or Agreement Not Applicable~~

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

CITY OF COCOA
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- c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

- a. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- b. Prohibitions.
 - i. Section 889(b) of the John S. McCain National Defense Authorization Act

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
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for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

- i. This clause does not prohibit contractors from providing—
 1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 1. Covered telecommunications equipment or services that:
 - a. Are *not used* as a substantial or essential component of any system; *and*
 - b. Are *not used* as critical technology of any system.
 2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

- i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
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any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - 1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - 2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

- a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
 - i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:

CITY OF COCOA
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(1)The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2)The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3)The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1.No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
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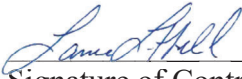
into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Kimley-Horn and Associates, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Lance R. Littrell, P.E., Vice President

Name and Title of Contractor's Authorized Official

March 22, 2023

Date

18. Affirmative Socioeconomic Steps

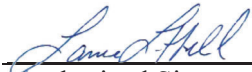
If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. Copyright and Data Rights– Not applicable

~~The Contractor grants to the CITY OF COCOA a paid up, royalty free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography,~~

CITY OF COCOA
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~~pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~



Authorized Signature

March 22, 2023
Date

Lance R. Littrell, P.E., Vice President

Name of Respondent

Vice President

Title

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

**Flow down of Terms and Conditions from the Federal
Regulations and/or Grant Agreement**

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

- A. The subcontractor is bound by the terms of this Agreement;
- B. The subcontractor is bound by all applicable state and federal laws and regulations; and
- C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

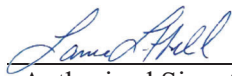
By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the FEMA RIDER, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Respondant.

Respondant/Contractor Name:
Lance R. Littrell, P.E., Vice President

Mailing Address:
189 South Orange Avenue, Suite 1000, Orlando, FL 32801

Telephone Number: 407-412-7544 E-mail Address: Lance.Littrell@kimley-horn.com

FEIN: 56-0885615 DUNS: V8PKGG6NLKV6 CAGE Code: OBPMF As issued through www.sam.gov



Authorized Signature

March 22, 2023

Date

Lance R. Littrell, P.E.

Name of Respondent

Vice President

Title

*On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Identity ID Identification 9UEI) number that can be found in SAM.gov. We listed our UEI number above.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
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BUSINESS REFERENCE LIST

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last ten (10) years, engineering services similar to the scope of services required by this RFQ.

1. Company Name Town of Oakland
Contact Name and Title Mike Parker, Public Works Director
Address 230 N. Tubb Street, P.O Box 98, Oakland FL 34760
Phone Number 407.656.1117 Ext: 2302
Duration of Contract or business relationship January 2020 - On-going
Hull Avenue Septic to Sewer Conversion: Under an on-call contract, provided design services of
septic to sewer conversion along Hull Ave.
2. Company Name City of Cape Canaveral
Contact Name and Title Jeff Ratliff, Capital Projects Director
Address 601 Thurm Blvd., Cape Canaveral, FL 32915
Phone Number 321.868.1220 Ext: 221
Duration of Contract or business relationship May 2019 - On-going
Cape Canaveral Headworks and Filter Improvements: design, structural design, permitting
bidding and award, and construction phase services.
3. Name City of Port Orange
Contact Name and Title Junos Reed, Engineering and Construction Manager
Address 1000 City Center Cir, Port Orange, FL
Phone Number 386.506.5574
Duration of Contract or business relationship April 2019 - On-going
Hydraulic Modeling: services included hydraulic modeling of the water distribution system and
training of City staff.



March 22, 2023

Brian Dale

Purchasing Manager

Purchasing & Contracts Division

65 Stone St.,

Cocoa, FL 32922

RE: Standard Terms and Conditions/Special Modification Requests

To Whom it May Concern:

The indemnification language in Section 3 on page 8 of 70 is in violation of Florida Statute 725.08 by requiring a defense, and we believe it is void and unenforceable. We request that you modify this language to make it compliant to FL Statutes and delete the requirement to "defend".

Additionally, the indemnity provision refers to both Consultant and Engineer. We request the City only refers to one or the other.

Regards,

A handwritten signature in blue ink that reads "Lance R. Littrell".

Lance R. Littrell, P.E., Vice President

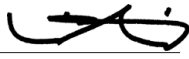
Kimley-Horn and Associates, Inc.

 Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LB696**
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE ST STE 600
RALEIGH, NC 27601-1777


WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

State of Florida
Department of State

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on February 10, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of February, 2023



Secretary of State

Tracking Number: 528845004JC1
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THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

 Department of Business & Professional Regulation

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AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS
10:33:17 AM 12/14/2021

Licensee Information

Name: KIMLEY-HORN AND ASSOCIATES, INC. (Primary Name)
KIMLEY-HORN AND ASSOCIATES, INC. (DBA Name)
Main Address: 421 FAYETTEVILLE STREET
SUITE 600
RALEIGH North Carolina 27601
County: OUT OF STATE

License Information

License Type: Registry
Rank: Registry
License Number: 35106
Status: Current
Licensure Date: 05/10/2021
Expires:

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

 Department of Business & Professional Regulation

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AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS
6:46:59 AM 4/25/2022

Licensee Information

Name: MINGONET, MILTON SCOTT (Primary Name)
KIMLEY-HORN AND ASSOCIATES INC (DBA Name)
Main Address: 189 SOUTH ORANGE AVENUE
SUITE 1000
ORLANDO Florida 32801
County: ORANGE

License Information

License Type: Registered Landscape Architect
Rank: Landscape Arc
License Number: LA0001428
Status: Current,Active
Licensure Date: 10/14/1991
Expires: 11/30/2023

L&S Diversified

	Florida Department of Agriculture and Consumer Services Division of Consumer Services Board of Professional Surveyors and Mappers 2005 Apalachee Pkway Tallahassee, Florida 32399-6500	License No.: LB7829 Expiration Date February 28, 2025
 Professional Surveyor and Mapper Business License Under the provisions of Chapter 472, Florida Statutes		
L&S DIVERSIFIED, LLC 489 STATE ROAD 436 STE 117 CASSELBERRY, FL 32707-4969		 WILTON SIMPSON COMMISSIONER OF AGRICULTURE
This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.		

Bailey Engineering Consultants

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

	Department of Business & Professional Regulation	HOME CONTACT US MY ACCOUNT
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[Unlicensed Activity Search](#)
[AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS 10:11:37 AM 3/6/2023
Licensee Information

Name:	BAILEY ENGINEERING CONSULTANTS, INC. (Primary Name)
Main Address:	10620 GRIFFIN ROAD SUITE 202 COOPER CITY Florida 33328
County:	BROWARD

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	6783
Status:	Current
Licensure Date:	12/16/1993
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

[View Related License Information](#)
[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

NADIC

State of Florida Department of State

I certify from the records of this office that NADIC ENGINEERING SERVICES INCORPORATED is a corporation organized under the laws of the State of Florida, filed on August 28, 2001.

The document number of this corporation is P0100085332.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 18, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighteenth day of January,
2023*



[Signature]
Secretary of State

Tracking Number: 0386136410CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

The Merchant Strategy

State of Florida Department of State

I certify from the records of this office that THE MERCHANT STRATEGY, INC. is a corporation organized under the laws of the State of Florida, filed on September 26, 2007.

The document number of this corporation is P07000106694.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 24, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fourth day of January,
2023*



[Signature]
Secretary of State

Tracking Number: 4564805828CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2022

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 E-MAIL ADDRESS: jerry.noyola@greyling.com FAX (A/C, No): <table border="1"> <tr> <th data-bbox="803 420 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 420 1576 451">NAIC #</th> </tr> <tr> <td data-bbox="803 451 1437 483">INSURER A : National Union Fire Ins. Co.</td> <td data-bbox="1437 451 1576 483">19445</td> </tr> <tr> <td data-bbox="803 483 1437 514">INSURER B : Allied World Assurance Company (U.S.)</td> <td data-bbox="1437 483 1576 514">19489</td> </tr> <tr> <td data-bbox="803 514 1437 546">INSURER C : New Hampshire Ins. Co.</td> <td data-bbox="1437 514 1576 546">23841</td> </tr> <tr> <td data-bbox="803 546 1437 577">INSURER D : Lloyds of London</td> <td data-bbox="1437 546 1576 577">085202</td> </tr> <tr> <td data-bbox="803 577 1437 609">INSURER E :</td> <td data-bbox="1437 577 1576 609"></td> </tr> <tr> <td data-bbox="803 609 1437 638">INSURER F :</td> <td data-bbox="1437 609 1576 638"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins. Co.	19445	INSURER B : Allied World Assurance Company (U.S.)	19489	INSURER C : New Hampshire Ins. Co.	23841	INSURER D : Lloyds of London	085202	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601															

COVERAGES

CERTIFICATE NUMBER: 22-23

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GL5268169	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA4489663	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			03127930	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ Y / N ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC015893685 (AOS) WC015893686 (CA)	04/01/2022 04/01/2022	04/01/2023 04/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			B0146LDUSA2204949	04/01/2022	04/01/2023	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies.

CERTIFICATE HOLDER

CANCELLATION

Sample Certificate

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

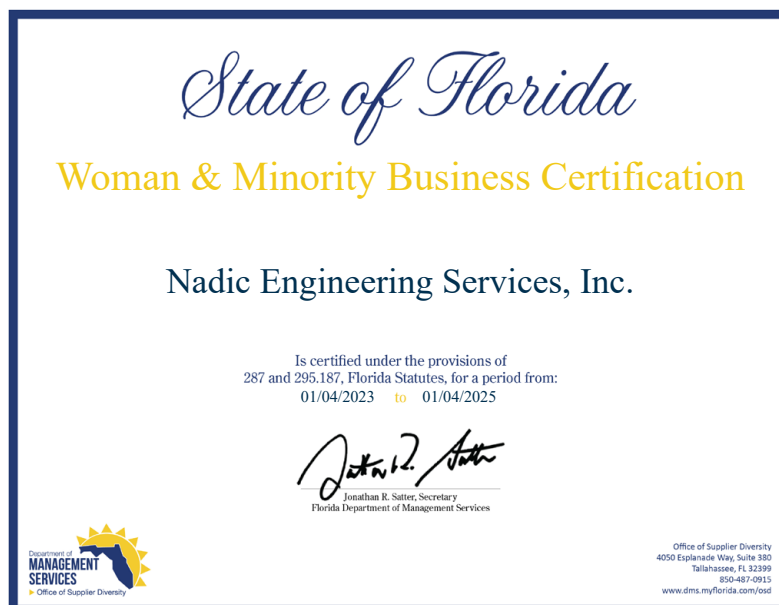


MBE/WBE/SBE Certifications

L&S Diversified



NADIC



RESOLUTION NO. 2025-034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2025; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2024, and ending on September 30, 2025, at a Special meeting held on September 17, 2024; and

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

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

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

SECTION 1. The 2024-2025 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 10th day of June, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



City of Cocoa Budget Adjustment Form FY 2025 - 067-IFT

SELECT ADJUSTMENT TYPE: Interfund Transfer

REQUESTING DEPARTMENT #: 4055

DATE PREPARED: 5/20/25

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 53,436	421-0000-381.91-24		TRF FROM / RENEW & REPLACE (424)			\$ 53,436	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 53,436	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
(\$ 53,436)	424-4055-536.63-00	WS24WM	INFRASTRUCTURE			(\$ 53,436)	
\$ 53,436	424-4010-581.91-21		INTERFUND TRF/TO WATER SEWER (421)			\$ 53,436	
\$ 53,436	421-4055-536.63-00	WS1201	INFRASTRUCTURE			\$ 53,436	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 53,436	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To complete design of the South Courtenay Parkway Water Main Replacement project under Project Number WS24WM, including additional permit fees and coordination with Brevard County. Agenda 25-490

City Council Approval Needed?

Yes. ☒

No. ☐

DATE APPROVED:

RESOLUTION #:

2025-034

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.

John Perrin

Digitally signed by John Perrin
Date: 2025.05.20 13:32:52 -04'00'

Zoie Badalov

Digitally signed by Zoie Badalov
Date: 2025.05.22 12:55:38 -04'00'

Requestor's Signature

Finance Approval Signature

Finance Director's Signature

John "Jack" Walsh

Digitally signed by John "Jack"
Walsh
Date: 2025.05.20 16:01:15 -04'00'

Lora Howell

Digitally signed by Lora Howell
Date: 2025.06.04 17:02:12 -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 21, 2025
Agenda Date: June 10, 2025
File ID: 2025-491
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Requested Action: Approve BAF 25-064-T to shore up Fire Department Overtime Budget for the rest of the year.

BACKGROUND:

Salary Line items are routinely shored up in monthly cleanups to cover items like unexpected overtime costs, and accrual payouts that cannot be reasonably accounted for during the budget process. These are usually low amounts and all within the City Manager's signing authority. The overages in fire operations' overtime and special pay accounts currently exceed the City Manager's signing authority. At the current rate, the overtime account will need an additional \$287,717 and the special pay account needs \$168,029 to make it to the end of the year. BAF 25-064-T moves funds from the regular salary accounts and the insurance accounts to cover these shortfalls.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Transfer attached - BAF 25-064-T

Source/Use of Funds

<u>Account Number</u>	<u>Amount</u>
001-2201-522.12-00	(\$370,029)
001-2201-522.23-04	(\$85,717)
001-2201-522.14-00	\$287,717
001-2201-522.15-00	\$168,029

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve BAF 25-064-T to shore up Fire Department Overtime Budget for the rest of the year.

RESOLUTION NO. 2025-035

**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 10th day of June, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk

Page 211 of 390

CITY COUNCIL AGENDA ITEM

Memo Date: May 30, 2025
Agenda Date: June 10, 2025
File ID: 2025-521
Prepared By: Tony Jones, Fleet Manager
Through: Abigail Morgan, Public Works Director
Requested Action: Approve the Purchase of an ILA ALPHA EAGLE Boom Mower with attachments utilizing Florida Sheriff's Association Contract FSA23--EQU21.0. Approve a Resolution Amending the FY25 Budget, BAF#25-070-A, in the amount of \$330,422.

BACKGROUND:

Asset 9777, 2014 John Deere 6125M / with Alamo Maverick Slope Mower system needs significant repairs. After reviewing the repair cost, the repair cost far exceeds the overall value of the equipment and reviewing the tractor's operational history, noting that the complete asset has reached its operational service life. A quote for a new Tractor and Slope Mower similar to the current equipment was obtained with an estimated replacement cost of **\$291,225**.

Staff recommendation: to replace the equipment with a purpose-built slope mowing tractor system. This equipment would expand Public Works Department / Stormwater operational flexibility as it relates to Stormwater's ongoing maintenance of ditches, retention pond and right of way maintenance.

The Energreen Alpha Eagle boom / slope mower equipment is specifically designed for slope mowing operations with additional attachments that can expand the operational capability of the equipment.

The quoted price is \$330,421.69 with optional attachments. The pricing comes from the Florida Sheriff association vehicle equipment contract FSA23--EQU21.0. Please see the attached quote and equipment spec sheet.

The Public Works Staff had an opportunity to demo the unit. The demo revealed the machines' capability far exceeds the operational capability of a conventional add-on slope mower attachment.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is amendment / transfer attached? Yes

Source/Use of Funds
Amount \$330,422
Account Number 423-0000-389.99-50
Account Name Fund Balance Reserves

Amount \$330,422
Account Number 423-3570-536.64-00 CA2502
Account Name: Machinery & Equipment

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve the Purchase of an ILA ALPHA EAGLE Boom Mower with attachments utilizing Florida Sheriff's Association Contract FSA23--EQU21.0. Approve a Resolution Amending the FY25 Budget, BAF#25-070-A, in the amount of \$330,422.

Quote #	Q-0332045
Prepared by:	Gregory Bori
Email	gbori@efe1963.com
Quoted On	5/21/2025
Sales Order#	
Expires On	



Contract	FLSHERIFFS FSA23--EQU21.0
Freight Terms	INCLUDED
Credit Terms	
Dealer Po	
End User PO	

Bill To:	City of Cocoa
Ship to:	Everglades Equipment Group

Invoice	
Loading Dock	
ETA	

Machine Information

Make	ILF	Tire Size	
Model	ALPHA EAGLE	Track Type	N/A
Year			

QTY	Part#	DESCRIPTION			
1		ALPHA Eagle BOOM T10 + Nokian 600/50 R 22,5 159D Tire	\$276,985.17		\$276,985.17
1	ENGOKT01001073	Automatic lubrication system with 12 greasing points, pro	\$0.00	Included	\$0.00
1	ENGOKT01001076	Homologation USA - Alpha	\$0.00	Included	\$0.00
1	ENGOKT01000705	Special lights-kit USA homologation	\$0.00	Included	\$0.00
1	ENGOKT01000908	Fenders for tires 600 and 650	\$2,583.90		\$2,583.90
1	ENG20101000017	Motor for NEW SPEED mower-head of 44 cc + pipes	\$2,889.81		\$2,889.81
1		New Speed 150	\$8,514.99		\$8,514.99
1	ENG04001000002	Rotor 150 cm for forest hammers (360° rotating) (Includes	\$4,794.57		\$4,794.57
1	E00301371400	Electro-hydraulic opening for New Speed cutting head	\$1,335.51		\$1,335.51
1	ENG20101000017	Mineral hydraulic oil	\$0.00	Included	\$0.00
1	ENGOKT01000049	STD ENERGREEN paint - RAL 2011 Orange/RAL 7021 Grey	\$0.00	Included	\$0.00
1	E620KITBRA02	Hydraulic quick couplings mounted on the arm	\$2,201.76		\$2,201.76
1	ENGOKT01000605	Fire extinguisher	\$216.81		\$216.81
1	ENG00701000230	Windshield Hammerglass	\$2,988.81		\$2,988.81
1	ENG00701000227	Right side glass in Hammerglass	\$2,464.11		\$2,464.11
1	ENG01301000136	FORESTRY HEAD 120 T 44 cc	\$22,211.64		\$22,211.64
1	ENG01301000140	Chain protection set for FORESTRY HEAD 120 T 35/44 cc	\$434.61		\$434.61
1		Freight	\$2,800.00		\$2,800.00
		TOTALS	\$330,421.69		\$330,421.69

Notes:

Signature _____

Date _____

*Unless otherwise stated, this quote will expire 30 days after the issue date**.

1) Acceptance of this form is not firm until credit is approved and purchase order is accepted by Energreen America, Inc.3)Approximate shipping and/or delivery dates can be confirmed only by Energreen America, Inc. and delivery is sometimes subject to change due to conditions beyond the control of Energreen America, Inc. 4)This sales order and quote form is subject to Terms and Conditions contained on page 3 of the form. If you did not receive page 2 containing the Terms and Conditions, please contact seller so that we may send them to you. 4)This sales order and quote form is subject to Terms and Conditions contained on page 3 of the form. If you did not receive page 2 containing the Terms and Conditions, please contact seller so that we may send them to you.

5)This sales order and quote form expressly limits acceptance to the terms of this offer and seller hereby objects to any different or additional terms contained in any response to this sales order & quote form by the buyer, including the buyers purchase order.

ILF ALPHA 173HP



ENERGREEN[®] *America*
Professional Machines



SELF-PROPELLED
HYDROSTATIC
MACHINES



ILF SELF-PROPELLED

**SELF-PROPELLED
HYDROSTATIC MACHINES**

HIGHWAY GRASS-CUTTING MACHINE





BRUSHCUTTER

Brushcutter with Multifunction Boom

ILF ALPHA

Energreen presents the new self-propelled hydrostatic machine **ILF Alpha**.

A high-tech level machine that guarantees high performance, safety and working flexibility.

ILF Alpha can be equipped with 3 different types of boom with different lengths which have various attachments.



STRENGTHS

ILF ALPHA



STRENGTHS



Safety and Comfort

- 90° rotating cabin certified FOPS-ROPS
- High visibility panoramic windshield
- Excellent working ergonomics
- Stability Control Device



Quality

- 10" LCD Display ECI *Energreen Control Interface*
- JD 173 HP powerful engine
- EPA Tier 4f emission
- Main parts made with special steel
- Heavy Duty hydrostatic transmissions



Multifunctional

- Three types of boom: T, F, 3P
- Several tools available
- Green maintenance, forestry work, winter viability
- Front and rear attachment for tools



Productivity

- Sturdy and flexible telescopic boom
- Bidirectional work
- Operation with multiple implements
- Easy and smart to use
- 360° cabin visibility



THREE DIFFERENT BOOM SHAPES



BOOM **T**

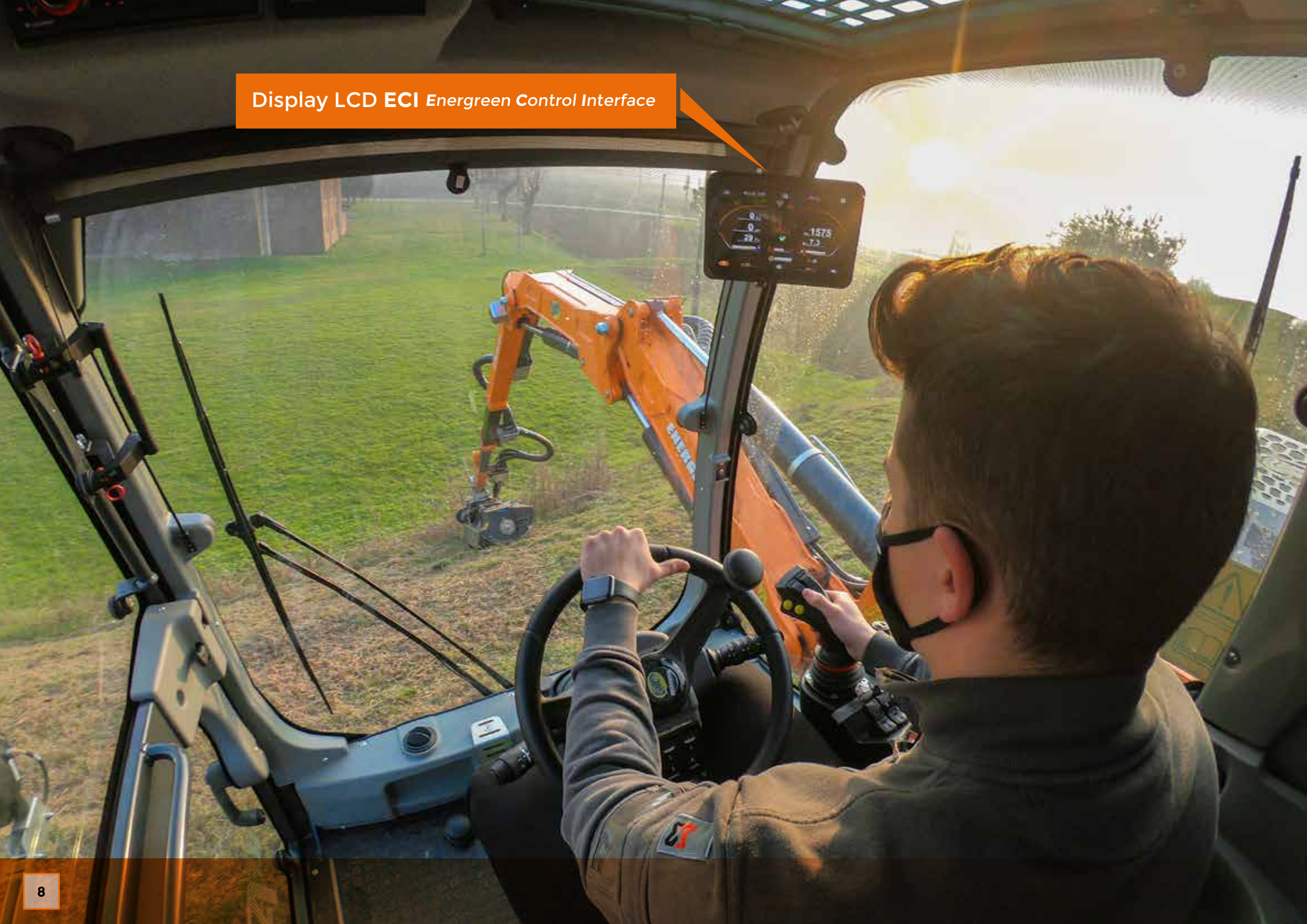


BOOM **F**



BOOM **3P**

See pages 13, 14, 15



Display LCD ECI Energreen Control Interface

360° VISIBILITY

Complete visibility of the working environment

Visibility is an essential element for a correct and safe use of the machine while working and moving.
Visibility has always been one of Energreen strengths!

ILF Alpha has a comfortable and spacious cabin, equipped with a large windshield which allows the operator to have an efficient and total view of the work, keeping a high level of comfort and physical wellness.
In terms of safety, the cabin is certified by FOPS-ROPS tests: anti-tipping, against the risk of falling objects, soundproofed, provided with an efficient cooling system, and equipped with all that features necessary to assure the operator a safe and comfortable working environment.

The 90° rotation of the cab makes the cut of the grass in both directions much easier. The rotating cabin allows the operator to always keep the correct body posture, avoiding stress and backpain or stiff neck, as well as managing the work with great comfort and care.



ROTATING CABIN



CABIN COMFORT



Maximum Safety and Comfort

ILF Alpha cabin is certified according to the FOPS-ROPS regulation that guarantees the protection against overturning and objects fall. The cabin is completely isolated and efficiently air-conditioned thanks to a sealing system: soft gasket are settled on fixed and mobile glasses and the cabin is mounted on elastic supports on sustain points. In this way, this multifunction machine is suited for working in dusty and noisy environments for many hours per day, still keeping a high level of comfort.

The cabin is available in three versions:
STANDARD - COMFORT - PRESTIGE



CABIN STANDARD

- 90° rotating cabin
- FOPS-ROPS certified cabin
- 10" ECI Display
- Tilting and height-adjustable steering column
- Electronic direction control lever
- Adjustable armrest with Joystick
- Front windshield washer wiper
- Air conditioning with anti-pollen filter
- Retractable sunshade on front windshield
- Left mirror
- Height-adjustable LED beacon
- Cabin door partially openable
- Darked anti-UV rear window, partially openable
- Lateral documents holder
- Automatic LED courtesy lights
- Emergency glass break hammer
- External electrical socket for 12 V services
- Internal 12 V DC socket
- Two-way USB socket
- Clothes hangers
- GRAMMER MAXIMO XXL seat with air suspension and adjustable lumbar shock absorber



CABIN COMFORT

In addition to the «STANDARD CABIN» installation

- Cruise Control
- Instant reverse pedal
- DAB/Bluetooth stereo
- LED working lights



CABIN PRESTIGE

In addition to the «COMFORT CABIN» installation

- N. 1 backup camera (integrated view in the ECI)
- Twin LED beacon
- Porthole with grille, curtain and windscreen wiper.
- Windshield wiper on the right side.
- 4.5 lbs fire extinguisher
- GRAMMER MAXIMO EVOLUTION DYNAMIC seat with larger seat dimensions, air suspension system, longitudinal shock absorber, side suspension, lumbar shock absorber and active climate control system



ADJUSTABLE STEERING WHEEL



REVERSING CAMERA



TOP PORTHOLE WITH GRILLE

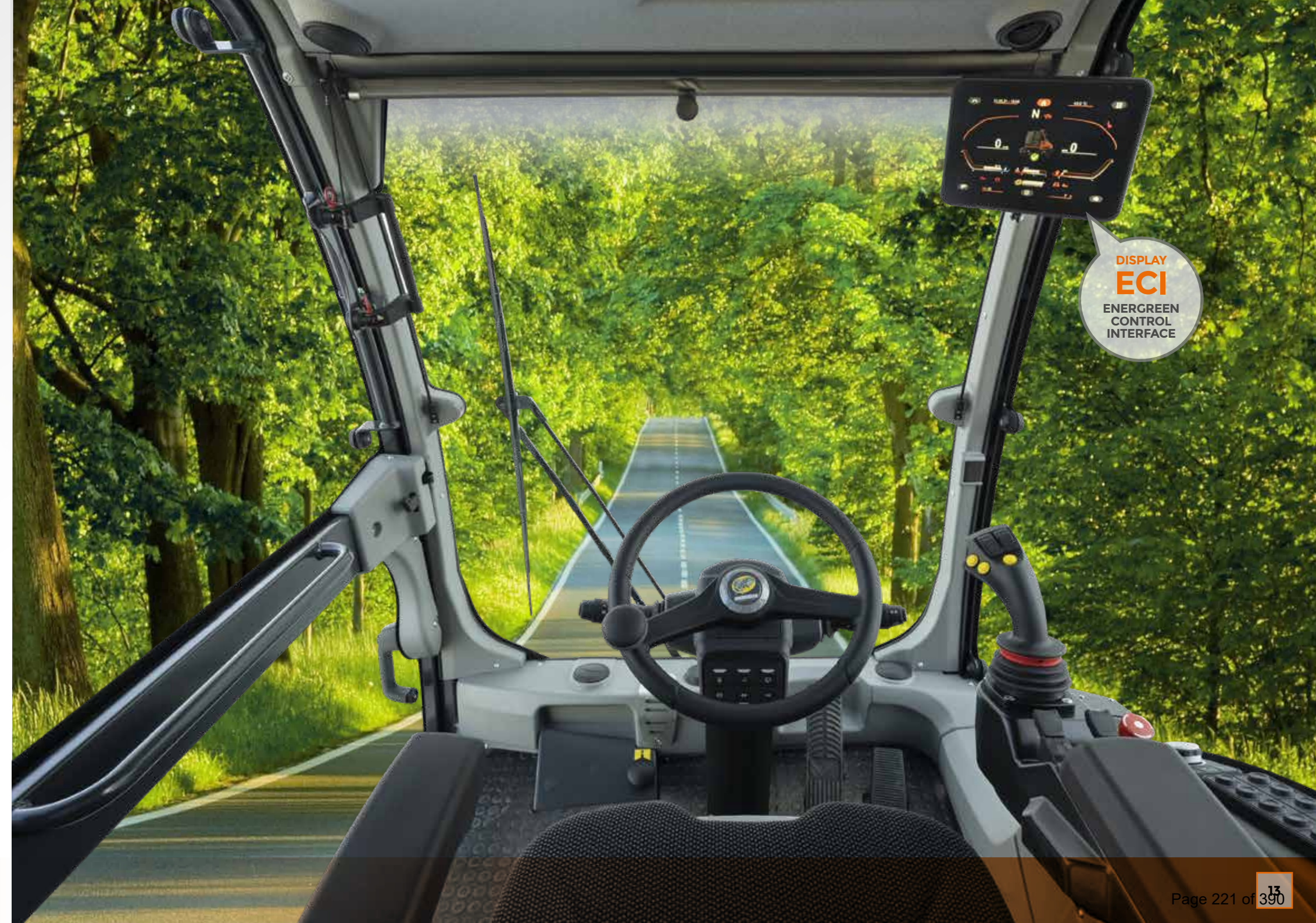
DISPLAY ECI

The new control system ECI “Energreen Control Interface”

The new 10” colors display (1) together with the new Power Track, the button panel and the Joystick create the new ECI system “Energreen Control Interface”, exclusive by Energreen. This system allows to control all the functions of the machine in a simple and intuitive way, allowing also the customization of the screens based on the oprator preferences.

The Power Track (2) is used for surfing inside the display. It is composed by multifunction buttons and a pushbutton for managing every function of the machine from the display.

Finally, the new Joystick (3) assures the control of the boom and of the tool with ease and the maximum precision.



DISPLAY
ECI
ENERGREEN
CONTROL
INTERFACE



T8
26'

T10
33'

T12
39'

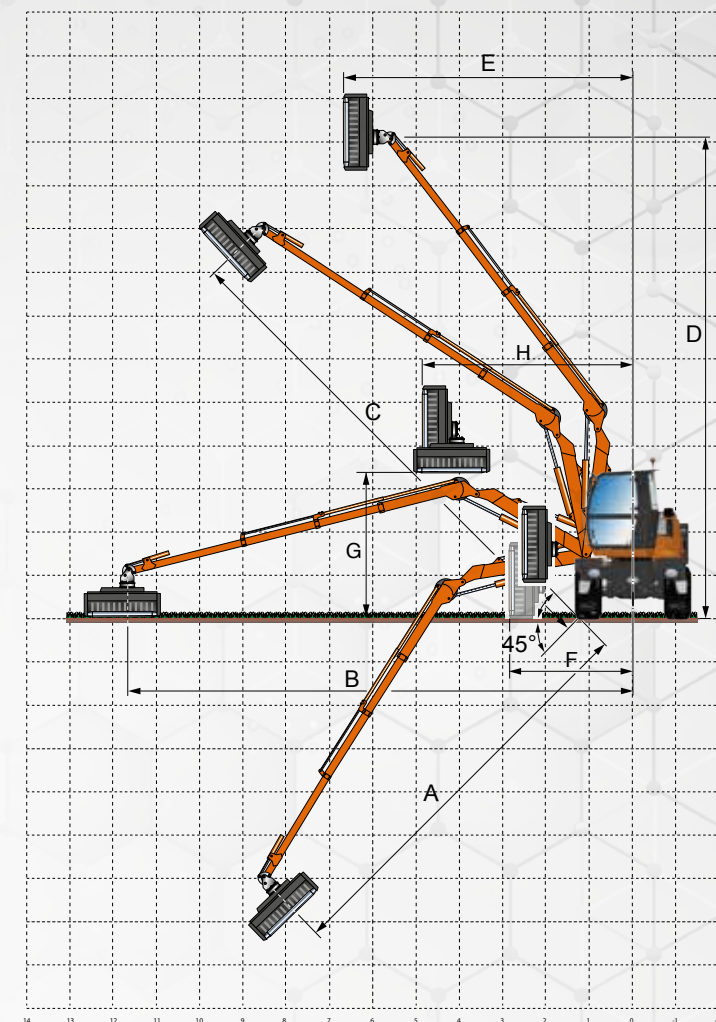


The telescopic boom **T** is sturdy and multifunctional. It is able to safely work with every kind of attachments. This boom has been designed both for long distance activity and for working in narrow areas on the edge of the street.

Models:
T8 (26 ft)
T10 (33 ft)
T12 (39 ft)

FEATURES

- Boom up to 39 ft.
- Suitable for long distance.
- Extended boom but with compact size.
- Cutting of branches in vertical position.
- Versatile use of various tools.



MOD.	A	B	C	D	E	F	G	H
T8	21.6'	27.2'	26.8'	27.3'	12.6'	8.6'	10.5'	14.5'
T10	26'	33'	32.6'	32'	16.8'	8.8'	11.6'	15'
T12	32'	38.8	38.5'	36.6'	20.5'	9'	10.6'	15.7'

Technical and construction specifications may be subject to change without prior notice.

F9.5
31'
F11
36'
F12
39'

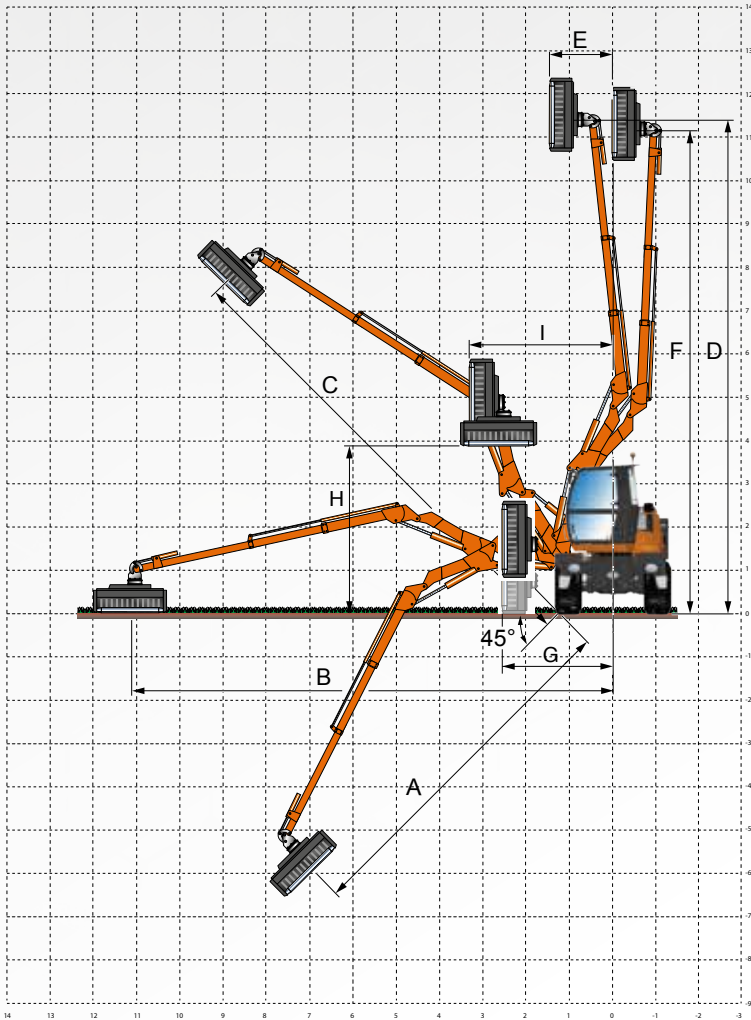


The telescopic boom **F** is ideal for vegetation cutting along roads or in narrow areas; its special shape makes the overcoming of obstacles - like road sign - easy and simple. It is also the ideal boom for aerial maintenance and pruning in vertical position.

Models:
F9,5 (31 ft)
F11 (36 ft)
F12 (39 ft)

FEATURES

- Boom up to 39 ft.
- Appropriate for roadsides and narrow areas.
- Easy overcoming of obstacles.
- Cutting of branches in vertical position.
- Versatile use of various tools.



MOD.	A	B	C	D	E	F	G	H	I
F9.5 (31')	21.6'	30.8'	30.6'	32'	5.7'	30.8'	7.5'	12'	9.5'
F11 (36')	27,2'	36.5'	36'	37.6'	5.3'	37'	8'	12.7'	9.7'
F12 (39')	29.7'	38.8'	38.6'	40'	5'	39,6'	8.1'	12,8'	10.7'

Technical and construction specifications may be subject to change without prior notice.

3P
9.7
32'

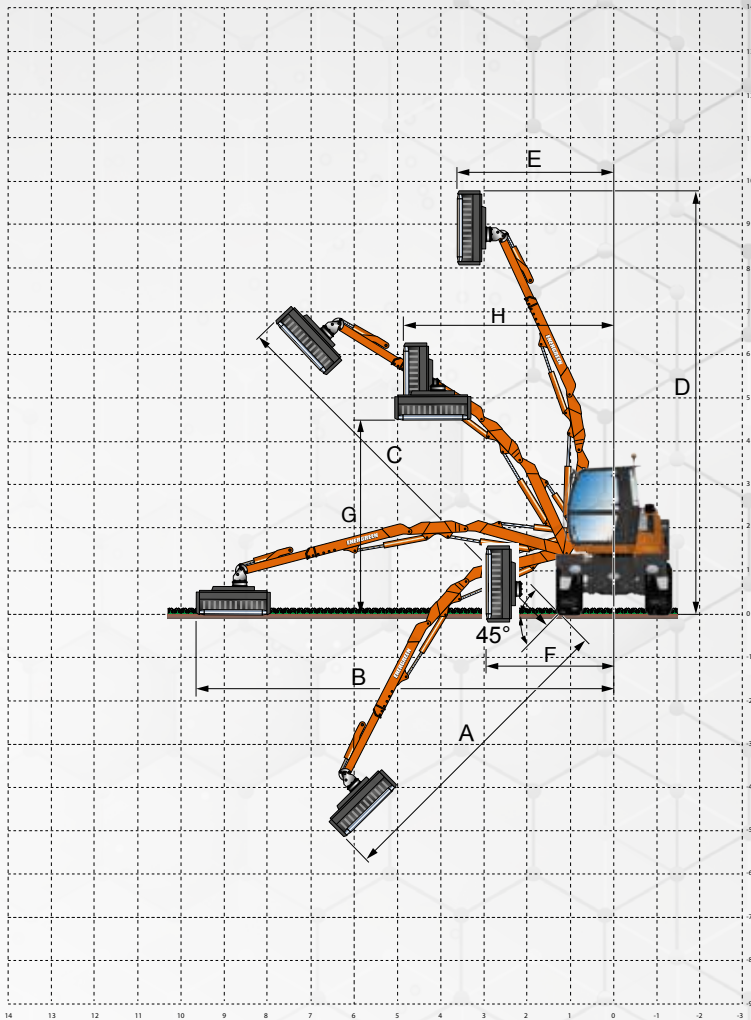


The telescopic boom **3P** has a sturdy and compact structure, divided in 3 pieces for allowing the overcoming of the typical obstacles when working along the routes. In addition, its geometry makes it ideal for working with tools like buckets for the cleaning of canals.

Model:
3P 9,7 (32 ft)

FEATURES

- Telescopic arm up to 32 ft.
- Ideal for roadsides or canals.
- Overcoming of obstacles.
- Ideal for working with buckets.
- Sturdy and compact structure.



MOD.	A	B	C	D	E	F	G	H
3P 9.7 (32')	23.8'	31.6'	31.3'	32.3'	11,7'	9.3'	14.8'	15.5'

Technical and construction specifications may be subject to change without prior notice.



ACCESSORIES

A FRONT ATTACHMENT



LIFTER "HERCULES" (22046 lb)
(optional)



DIN PLATE 76060
(optional)

B REAR ATTACHMENT



BLOWER
(optional)



TOW HOOK

ATTACHMENTS

THE SUITABLE TOOL FOR EVERY JOB

C



NEW SPEED
47"
FLAIL HEAD



NEW SPEED
59"
FLAIL HEAD



CONVEYOR HEAD
FLAIL HEAD
WITH CONVEYOR BELT



FORESTRY HEAD
FORESTRY HEAD
WITH FIXED TEETH



SAW BAR
CUTTER DISCS BAR



CUTTER BAR



POWER SHEARS



IRON BRUSH



DITCH CLEANER



**ORANGE
PEEL GRAPPLE**



TRUNK PINCERS



FORC-ONE



EXTRA TRUNK
PRUNING SCISSORS-PINCERS



STUMP GRINDER



RIVER BUCKET
WEEDING-MOWING BUCKET

Only for 3P boom



DITCH BUCKET

A

RAIBER
BARRIER MOWER



TRANSFORMER 840



DISCOVERY 840



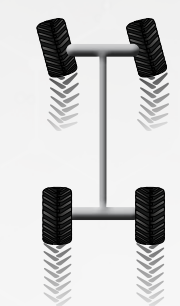
ROTATOR UNIT
ROTATOR UNIT FOR 180° ATTACHMENTS ROTATION

180°

MANOEUVRABILITY



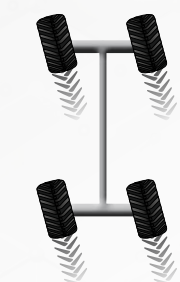
2 STEERING WHEELS



4 STEERING WHEELS CONCENTRIC



4 STEERING WHEELS PARALLEL



Agility and Accuracy in the Movements

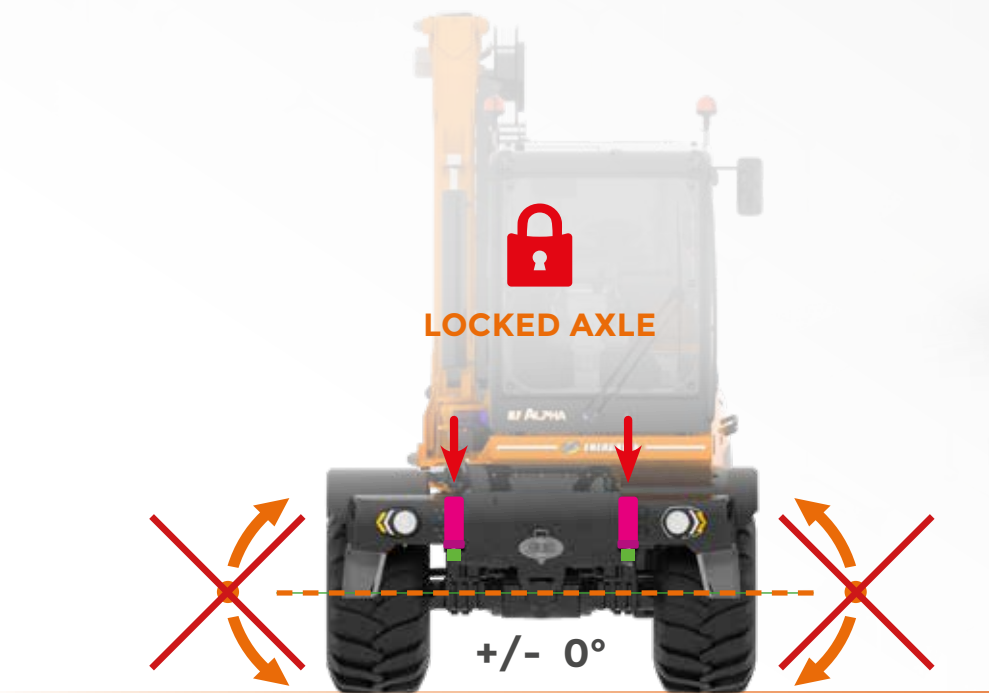
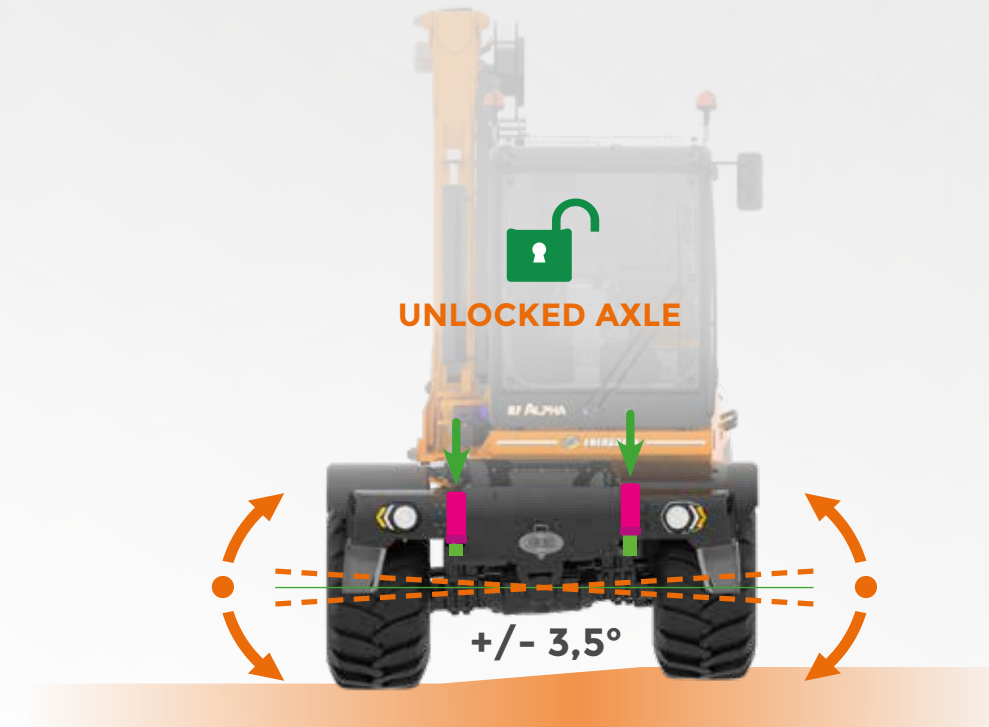
The polyvalent soul of this machine is highlighted also from the 4-wheel drive traction system, all steering, hydraulically configurable from the cab control in 3 different operating modes:

- **2 front steering wheels**, for the maximum agility on road movement.
- **4 steering wheels**, a system that halves the turning range of the machine, ideal for working in narrow areas.
- **4 parallel steering wheels (crab)**, useful for moving special tools or for moving away from an obstacle.

STABILITY

Stability Control Device

The **Stability Control Device** allows to lock the front axle oscillation, increasing the stability of the machine, in order to guarantee the maximum level of performance and safety for the operator. This plus is composed by two hydraulic jacks fixed on the chassis of the machine and controlled by the innovative ECI system inside the cab.



ENGINE

ILF ALPHA



John Deere Power Engine

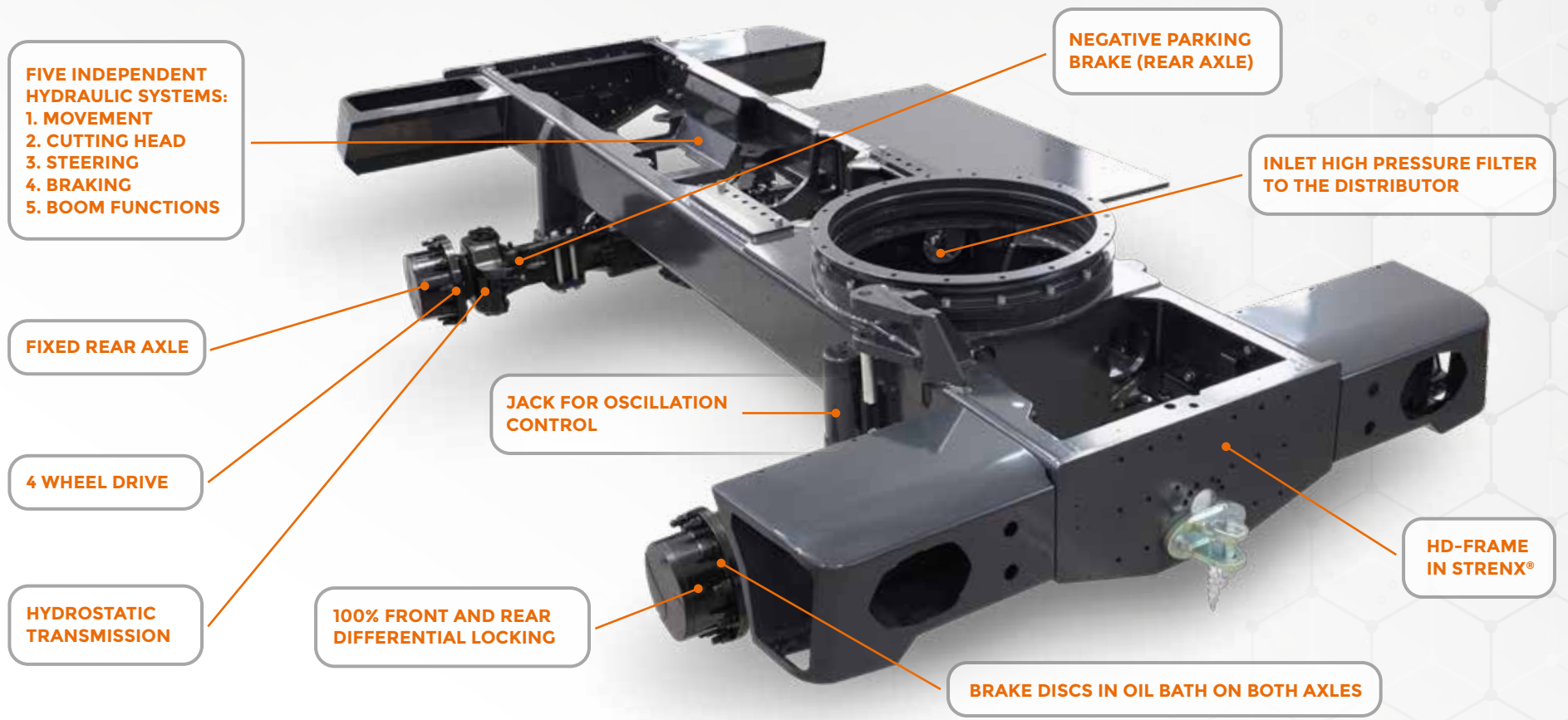
ILF Alpha is equipped with a **John Deere 4.5 with 173 HP**, 4-cylinder inline engine with liquid-cooled, external exhaust gas recirculation and **EPA Tier 4f** emissions.

The powerful Common Rail injection system with high pressure with 2 valves per cylinder and the electronic engine control (EMR) with intelligent link to the drive management ensures optimum engine performance at low fuel consumption.

- Minimum consumption of fuel compared to competitors.
- Technical support and diagnosis provided by John Deere's worldwide service network.



EASY ACCESS FOR MAINTENANCE



QUALITY

EASY MAINTENANCE

Easily accessible for maintenance

For meeting the productivity and safety needs of the clients, Energreen wanted to integrate in the self-propelled machine **ILF Alpha** a concept of ordinary maintenance which is simple, fast and efficient.

All the strategic points for the daily checks are easily accessible from the floor: the engine room and the various compartments for oil, diesel and AdBlue refueling are at hand.

All this makes **ILF Alpha** a cutting-edge machine, where the performance and the control of the operator are put in first place.



THE ENGINE COMPARTMENT IS EASILY ACCESSIBLE FOR ORDINARY AND EXTRAORDINARY MAINTENANCE



DIESEL AND OIL SUPPLY COMPARTMENT AND FILTER MAINTENANCE



DEF SUPPLY COMPARTMENT



OPTIONAL



AUTO LUBE Automatic greasing system

OPTIONAL

The **AUTO LUBE** system is built with an electric greasing pump, electronically controlled, that allows to work independently and to be programmed to ensure the best grease of pins and bushing of the boom and of hydraulic cylinders. Moreover, this system allows an important reduction of maintenance hours.



Simple and intuitive JOYSTICK

High quality joystick with proportional main controls that allows a precise and smooth control of the attachments. It allows you to move up to 3 boom functions at the same time with an excellent gradual movement.

TIRES



WIDE RANGE OF TIRES FOR EVERY TYPE OF GROUND AND JOB

STANDARD

MICHELIN
XF 18 R 22.5



OPTION A

CONTINENTAL / MITAS
MPT 445/65



OPTION B

ALLIANCE 18 PR
600/50 331



OPTION C

TRELLEBORG
650/45 T440



OPTION D

NOKIAN COUNTRY KING
600/50 R 22,5 10F



OPTIONAL



Led working light kit



Cabin porthole



Backup camera



Mobile weight with step

DIMENSIONS

DIMENSIONS AND WEIGHT

A	Lenght	213 in
B	Width	
	• Tires 445 mm (17,5")	94 in
	• Tires 600 mm (23,6")	99 in
	• Tires 650 mm (25,6")	100 in
C	Height	157 in
D	Wheelbase	98 in
	Machine weight without attachments	30.424 lb

VERSION WITH BOOM F12



Technical and construction specifications may be subject to change without prior notice.

TECHNICAL DATA

CABIN

Rotating cabin	Up to 90°
Steering wheel	Adjustable
Joystick	Electronic
Air conditioning	Electronic
Rear glasses	Darkened anti UV
Cabin door	Openable 60-40
Adjustable seat	Air suspension
Power socket	12 V
Battery switch	Automatic
Cabin homologation	FOPS-ROPS

ENGINE

Brand	John Deere 4.5 4045CI
Type	4 Cylinders Diesel
Power	173 HP
Injection	Common Rail - 4 valves
Exhaust emissions	EPA Tier 4f
Alternator	200 A.
Pre-heating air engine intake	
Air intercooler radiator	
Reinforced cooler radiator	
Self-cleaning reversible fan	
Fuel tank capacity	65 gal
AdBlue capacity	6 gal

HYDRAULIC SYSTEM

Closed circuits	
Cutting heah	Piston
Translation pump	Piston
Open circuits	
Boom movement	Gear (Optional: Piston)
Brakes system	Gear
Steering system	Gear
Hydraulic distributor	6/7 sections
Oil flow attachment	42 gal/min
Oil pressure attachment	4206 psi

TRASMISSION AND BRAKES

Transmission	Hydrostatic
Traction	2x4 - 4x4
Speed variation	0 - 24 mph
Manual gearbox	2 gears
Wheel alignment	Electronic
Front axle	Oscillating
Front axle block	Hydraulic
Steering axles	2 axles
Front axle block	100%
Rear axle block	100%
Parking brake	Negative
Service brakes	8 discs

Technical and construction specifications may be subject to change without prior notice.





ILF ALPHA

     **ENERGREENAMERICA.COM**



SELF-PROPELLED HYDROSTATIC MACHINES



ENERGREEN[®] *America*
Professional Machines 

ENERGREEN America • 1242 Nowell Dr • Augusta • GA 30901 • USA
Phone CA 510 593 3144 • Phone GA 470 989 2600
info@energreenamerica.com • www.energreenamerica.com

Local dealership

PROFESSIONAL MACHINES AND ATTACHMENTS



ELUSD1800102 - 04/22 - © Energreen America 2022 - All rights reserved
Photo, technical and constructive characteristics subjected to modification without reporting requirement.



PROFESSIONAL MACHINES

227 Trade Ct - Aiken - SC 29805 - USA - Phone 510 593 3144 Phone 706 945 2800

Florida Sheriffs Contract Contract FSA23-EQU21.0

Item #420 Tool Carrier: Hydrostatic Drive: Kommunal

ITEM 420 BUY UP TO ILF ALPHA EAGLE FROM ILF KOMMUNAL

ENG00001000054	ALPHA Eagle (cabin with glass roof included) + BOOM T10 + Nokian 600/50 R
ENG0KT01001076	22,5 159D Tires
ENG0KT01000705	Homologation USA - Alpha
ENG0KT01000908	Special lights-kit USA homologation
ENG0KT01000908	Fenders for tires 600 and 650
ILF Koummunal Base Price	241,127.20
ILF AspenE Adder	16,274.70
ILF AspenE Net Total	257,401.90

ITEM 420 ADD/DEDUCT OPTIONS TO ALPHA EAGLE NET PRICE

+ / -

Add ENG0KT01000915 Fenders for tires 450 King		
Deduct ENG0KT01000908 Fenders for tires 600 and 650	Deduct	\$ (91.80)
Add ENG0KT01000929 Additional right mirror	Add	\$ 178.20



PROFESSIONAL MACHINES

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Florida Sheriffs Contract Contract FSA23-EQU21.0

Item #420 Tool Carrier: Hydrostatic Drive: Kommunal

ITEM 420 UP/DOWN GRADE FROM ILF KOMMUNAL TO ILF ALPHA



ILF ALPHA

ILF Alpha is a self-propelled tool carrier equipped with a boom suitable for the installation of various attachments to operate in the control of vegetation. A fundamental and unique feature of its kind is the possibility of rotating the cabin up to 90° with respect to the longitudinal axis of the machine in order to give the operator maximum visibility and comfort while working.

This self-propelled machine is equipped with the latest generation **John Deere engine** that provides **173 HP** in compliance with the **EPA Tier 4** anti-pollution regulations. In addition to the wide range of types and boom lengths, it is possible to equip the machine with different configurations to manage attachments installed on the front and rear of the machine.



ILF ALPHA

Standard equipment:

MACHINE:

- LED daytime running lights
- Steel reinforced rear light bar
- Integrated LED rear lights for road traffic
- 8 t towbar (without braking systems) - ONLY WITH "AGRICULTURAL MACHINE" APPROVAL
- Service towbar (not homologated for road circulation) - ONLY WITHOUT "AGRICULTURAL MACHINE" APPROVAL
- Fuel tank capacity 65 gal
- AdBlue® tank capacity 6 gal
- Hydraulic oil tank capacity 79 gal
- Retractable folding step on the counterweight for easy refueling
- Double front steps on left and right for safe cab Ingress/Egress (right step only when the cabin is rotate)
- Large tool compartment on the right side of the machine complete with Energreen Service Toolbox
- MICHELIN XF (18 R22,5) tires



PROFESSIONAL MACHINES

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Florida Sheriffs Contract Contract FSA23-EQU21.0

Item #420 Tool Carrier: Hydrostatic Drive: Kommunal

ENGINE:

- John Deere 4045CI 4.5-liter liquid-cooled in-line 4-cylinder engine
- HPCR (High-Pressure Common-Rail) injection with 4 valves per cylinder
- Engine power 173 HP (at 2200 rpm)
- Engine data control and regeneration devices management (exhaust gases treatment) integrated in the ECI - Energreen Control Interface (in-cab 10" monitor)
- FLEXXAIRE proportional hydraulic reversible fan system (AUTO and MANUAL activation)
- Separate cooling circuits (coolant - intercooler - hydraulic oil) with reinforced multi-section radiator
- 11" two-element air filter (primary and safety) and self-cleaning cyclonic prefilter
- 200 A /14 V DC alternator
- Automatic battery isolator switch
- Exhaust emissions compliant with EPA Tier 4
- EGR (Exhaust Gas Recirculation) module with throttle valve and air heat exchanger managed by ECU (Engine Control Unit)
- Exhaust system consisting of EGR (Exhaust Gas Recirculation) + DPF (Diesel Particulate Filter) + DOC (Diesel Oxidation Catalyst) + SCR (Selective Catalytic Reduction) with regeneration without burner

AXLES AND BRAKING SYSTEM:

- Axles with 10 Stud Hub with maximum permissible load:
 - o front: 19180 lbs
 - o rear: 20172 lbs
- SCD - Stability Control Device system for locking/unlocking the front axle oscillation by means of hydraulic cylinders controlled by ECI
- 100% Front and rear Diff lock with electro-hydraulic in-cab control
- Axle lubrication system from a single access point in an easy position
- 8-Discs Oil immersed brakes system
- Negative parking brake

TRANSMISSION AND STEERING:

- Continuously variable hydrostatic transmission with two-speed mechanical gearbox (work and transfer gear)
- ECO-MODE system to provide efficiency savings when travelling between worksites by lowering engine RPM when travelling at 25 mph
- Selectable drive modes 4wd or 2wd
- Electronic recognition of wheel alignment and selection of steering mode by ECI
- Selectable steering mode:
 - o 2-wheel steer (only front)
 - o 4-wheel steer
 - o Crab steer



PROFESSIONAL MACHINES

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Florida Sheriffs Contract Contract FSA23-EQU21.0
Item #420 Tool Carrier: Hydrostatic Drive: Kommunal



ILF ALPHA

Standard equipment:

HYDRAULIC SYSTEM:

- Piston pump and motor, in closed circuit, for the arm-mounted equipment
- Piston pump and motor, in closed circuit, for the machine transmission
- Gear pump, in open circuit, for the movements of the boom
- Gear pump, in open circuit, for the breaking system
- Gear pump, in open circuit, for the steering system
- Pressurised inlet and outlet filter for closed circuits with filter blockage indicator
- In line high pressure filter for the hydraulic valve block protection with filter blockage indicator
- Hydraulic oil flow (0-100 %) control of the equipment hydraulic circuit by ECI
- Modular 6-section hydraulic valve block:
 - o n° 5 proportional elements (electronic piloting)
 - o n° 1 hydraulic safety element (electronic piloting)
- Boom suspension system with nitrogen accumulators
- Floating movement function of the flail head tilting
- Hydraulic oil temperature display

STANDARD CAB:

- 90° Rotating cabin
- FOPS (ISO 3449) - ROPS (ISO 3471) cabin approval
- ECI (Energreen Control Interface) consisting of on-board computer with 10" touchscreen display, PowerTrack (navigation knob) and electronic keypads for controlling the functionalities of the machine and the engine
- Tilting (in two points) and height-adjustable steering column
- Electronic direction control lever
- GRAMMER MAXIMO XXL seat with air suspension and adjustable lumbar shock absorber
- Innovative and redesigned ergonomic right armrest, integrated into the seat and adjustable (with joystick housing for boom, fingertip joysticks housing for machine settings and mini-joystick housing for front hydraulic functions if the machine is equipped with front options)
- Front windshield washer wiper
- Electronical controlled air conditioning system, pollen filter and dedicated exchanger
- Retractable sunshade on front windshield
- Left mirror
- Right mirror - ONLY WITH "AGRICULTURAL MACHINE" APPROVAL
- Height-adjustable LED beacon
- Cab door with partial opening upper windshield
- Cab rear windshield partial opening and darkened with UV rays reduction treatment
- Lateral documents holder
- Automatic LED courtesy lights
- Emergency glass break hammer
- External electrical socket for 12 V DC services
- Internal 12 V DC socket
- Two-way USB socket (2x 5 V DC - 1 A)
- Clothes hangers



PROFESSIONAL MACHINES

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Florida Sheriffs Contract Contract FSA23-EQU21.0

Item #420 Tool Carrier: Hydrostatic Drive: Kommunal

ITEM 420 BUY UP TO ILF ALPHA FROM ILF KOMMUNAL

ENG03501000037	ILF ALPHA F11
ENG0KT01000940	Homologation USA - Alpha
ENG0KT01000705	Special lights-kit USA homologation
ENG0KT01000299	Tires Alliance 600
ENG0KT01000908	Fenders for tires 600 and 650
E00301370000	Hydraulic rotator
ENG20101000017	Mineral hydraulic oil
ENG0KT01000049	STD ENERGREEN paint - RAL 2011 Orange/RAL 7021 Grey
E620KITBRA02	Hydraulic quick couplings mounted on the arm
ENG0KT01000605	Fire extinguisher
ILF Koummunal Base Price	241,127.20
ILF Aspen Adder	66,453.30
ILF Aspen Net Total	307,580.50

ITEM 420 ADD/DEDUCT OPTIONS TO ALPHA NET PRICE

+ / -

Add ENG70204000020 Passenger seat	Add	\$ 979.20
Add ENG00701000196 Comfort Cabin Deduct Standard Cabin	Add	\$ 3,869.10
Add ENG00701000197 Prestige Cabin Deduct Standard Cabin	Add	\$ 11,578.50
Add ENG0KT01000893 Alpha - Cab accessories kit (cup holder, usb socket kit 12/24 V)	Add	\$ 644.40
Add ENG70204000037 Passenger seat	Add	\$ 979.20
Add ENG00701000230 Polycarbonate Window Kit windshield	Add	\$ 2,717.10
Add ENG00701000231 Polycarbonate Mount Kit front door	Add	\$ 2,179.80
Add ENG00701000232 Polycarbonate Mount Kit rear door	Add	\$ 1,496.70
Add ENG00701000227 Polycarbonate Mount Kit passenger side	Add	\$ 2,240.10
Add ILF ALPHA T8 Deduct ILF ALPHA F11	Deduct	\$ (42,183.00)
Add ILF ALPHA T10 Deduct ILF ALPHA F11	Deduct	\$ (32,338.80)
Add ILF ALPHA T12 Deduct ILF ALPHA F11	Deduct	\$ (12,153.60)



PROFESSIONAL MACHINES

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Florida Sheriffs Contract Contract FSA23-EQU21.0
Item #420 Tool Carrier: Hydrostatic Drive: Kommunal

Add ILF ALPHA 3P Deduct ILF ALPHA F11	Deduct	\$ (12,161.70)
Add ILF ALPHA F9,5 Deduct ILF ALPHA F11	Deduct	\$ (11,686.50)
Add ILF ALPHA F12 Deduct ILF ALPHA F11	Add	\$ 11,574.90
Add ENG0KT01000855 Tires Michelin XF 18 R 22,5 Deduct ENG0KT01000299 Tires Alliance 600	Deduct	\$ (1,361.70)
Add ENG0KT01000071 Tires Continental/Mitas Deduct ENG0KT01000299 Tires Alliance 600	Deduct	\$ (437.40)
Add ENG0KT01000238 Tires Trelleborg 650 Deduct ENG0KT01000299 Tires Alliance 600	Add	\$ 280.80
Add ENG0KT01000438 Tires Nokian Country King Deduct ENG0KT01000299 Tires Alliance 600	Add	\$ 1,033.20
Add ENG0KT01000915 Fenders for tires 450 Deduct ENG0KT01000908 Fenders for tires 600 and 650	Deduct	\$ (91.80)
Add ENG0KT01000929 Additional right mirror	Add	\$ 178.20
Add ENG20102000031 Biodegradable hydraulic oil Deduct Standard Mineral Oil	Add	\$ 1,704.60
Add ENG20102000032 Biodegradable PANOLIN HPL SYNTH 46 Deduct Standard Mineral Oil	Add	\$ 4,676.40
Add ENG21401000030 Custom Paint Deduct Standard Mineral Oil	Add	\$ 3,119.40



PROFESSIONAL MACHINES

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Florida Sheriffs Contract Contract FSA23-EQU21.0

Item #420 Tool Carrier: Hydrostatic Drive: Kommunal

ITEM 420 UP/DOWN GRADE FROM ILF KOMMUNAL TO ILF ATHENA



ILF ATHENA

ILF Athena is a self-propelled machine equipped with a boom suitable for the installation of various attachments to operate for the management of vegetation. A fundamental and unique feature of its kind is the possibility of rotating the cabin up to 90° with respect to the longitudinal axis of the machine in order to give the operator maximum visibility and comfort while working.

This self-propelled machine is equipped with the latest generation Deutz engine that provides **220 HP** in compliance with the **EPA Tier 4** anti-pollution regulations.

In addition to the 49ft boom, it is possible to equip the machine with different configurations to manage equipment installed on the front and rear.





January 12, 2024

To: All Departments

Subject: Approved use of Florida Sheriff's Office contract FSA23-EQU21 for EQUIPMENT

The Purchasing Department has reviewed Florida Sheriff's Association (FSA) contract FSA23-EQU21 and has confirmed that the terms are acceptable for departmental use from the date of this memo through its expiration of September 30, 2025, unless extended. This is a multiple award contract. A list of awarded equipment and vendors can be found by visiting the FSA website at <https://www.flsheriffs.org/purchasingprogram/contractcategory/fsa23equ210>.

The Florida Sheriffs Association is a not-for-profit corporation whose mission is to provide support, and training for its members made up of 67 Florida Sheriffs Departments, business leaders and private citizens. The FSA's Cooperative Purchasing Program (CPP) conducts solicitations for the benefit of various government entities, including municipalities. The following terms in the contract, which can be found beginning on page 555 of the final award packet referenced within, support the terms and conditions required by the City of Cocoa:

1.08 GENERAL DEFINITIONS (o) Purchase Order: Purchaser orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.

1.09 ELIGIBLE PURCHASERS OF CONTRACT: Awarded bids, or contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida.

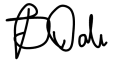
1.10 LEGAL REQUIREMENTS: Federal, State, county laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

To ensure you receive correct contract and program discounts, Departments will request quotations for product pricing directly from the vendor. The vendor quote and requisition must clearly reference that pricing is provided in accordance with this contract. The vendor quote must specify product pricing discount applied which must be greater than or equal to pricing discount listed in the contract.

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. Vendor must accept the Terms and Conditions issued along with the Purchase Order. Departments are required to obtain any additional documentation such as a COI and e-Verify affidavit when required. If purchase is greater than the City Manager approval

authority and/or if the purchase results in a service agreement which is active in more than one fiscal year, the department must also obtain the approval of City Council.

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



Brian Dale
Purchasing Manger
City of Cocoa

Reference:

FSA23-EQU21.0: Equipment Final Award Contract Packet,

https://www.flsheriffs.org/uploads/FSA23EQU210-Equipment_Final_Award_Packet10122023.pdf

RESOLUTION NO. 2025-036

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 10th day of June, 2025.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, City Clerk



City of Cocoa Budget Adjustment Form FY 2025 - 070-A

SELECT ADJUSTMENT TYPE: Budget Amendment

REQUESTING DEPARTMENT #: 3570

DATE PREPARED: 6/5/25

Revenue Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 330,422	423-0000-389.99-50		FUND BAL-APPROP. RESERVES			\$ 330,422	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 330,422	TOTAL						

Expense Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 330,422	423-3570-538.64-00	CA2502	STORMWATER MACHINERY&EQUIPMENT			\$ 330,422	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 330,422	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To fund the purchase of a new slope mower for the Stormwater division. The current Slope mower is in need of repair and the cost for repairs outweighs the current value of the asset.
Agenda# 2025-521

City Council Approval Needed?

Yes. ☒

No. ☐

DATE APPROVED:

RESOLUTION #:

2025-036

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.

Abigail Morgan
Digitally signed by Abigail Morgan
Date: 2025.06.05 07:56:47 -04'00'

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.06.05 08:03:18 -04'00'

Requestor's Signature

Finance Approval Signature

Finance Director's Signature

Abigail Morgan
Digitally signed by Abigail Morgan
Date: 2025.06.05 07:57:08 -04'00'

Lora Howell
Digitally signed by Lora Howell
Date: 2025.06.05 08:07:55 -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: June 4, 2025
Agenda Date: June 10, 2025
File ID: 2025-528
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 second 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 approved the First Reading of Ordinance 03-2025 on May 13, 2025.

RECOMMENDED MOTION:

Approve Ordinance No. 03-2025 on second 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: 05/13/2025
Legal Ad Published: 05/23/2025
Effective Date: _____

Ad Preview

Ad#11333884 05/23/2025

CITY OF COCOA NOTICE OF PUBLIC HEARING June 10, 2025

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Tuesday, June 10, 2025, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

The City Council will consider adopting the following Ordinance on Second Reading, titled as follows:

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.

This is a public meeting. All interested parties may attend. The facility wherein the public meeting will be held is accessible to the physically handicapped.

Pursuant to Section 286.0105, Florida Statutes, the City of Cocoa hereby advises the public that if a person decides to appeal any decision made by this Council with respect to any matter considered at the meeting, that person will need a record of the proceedings and that for such purpose, affected persons may need to ensure 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 not otherwise allowed by law.

Members of the public are encouraged to comment on the proposed ordinances at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922, or by email (morse-naut@cocoafl.gov), or by telephone by calling (321) 433-8488.

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 (321) 433-8488.
Further information may be obtained by calling the City Clerk at the above listed number.

Dated this the 20th

day of May, 2025.

Monica Arsenault, CMC, City Clerk



THE CITY OF COCOA

BUSINESS IMPACT ESTIMATE

PURSUANT TO F.S. 166.041(4)

This form should be included in the agenda packet with the proposed ordinance to be considered. It must be posted on the City's website by the time notice of the proposed ordinance is published pursuant to Section 166.041(3)(a), Florida Statutes.

City Council Meeting Dates: May 13, 2025 and June 10, 2025

Ordinance Number: 03-2025

Posted To Webpage: May 16, 2025

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

Ordinance No. 03-2025 Relating to Septic to Sewer Conversion of Project Areas J&K

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.

Parts I-IV below are not required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:

- ☐ 1. Ordinances required for compliance with federal or state law or regulation;
- ☐ 2. Ordinances relating to the issuance or refinancing of debt;
- ☐ 3. Ordinances relating to the adoption of budgets or budget amendments, including

revenue sources necessary to fund the budget;

___ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

___ 5. Emergency ordinances;

___ 6. Ordinances relating to procurement; or

___ 7. Ordinances enacted to implement the following:

___ a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;

___ b. Sections 190.005 and 190.046;

___ c. Section 553.73, relating to the Florida Building Code; or

___ d. Section 633.202, relating to the Florida Fire Prevention Code.

Part I.

Summary of the proposed ordinance and statement of public purpose:

(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Cocoa.)

This ordinance authorizes the City Council to mandate property owners to discontinue and remove septic tank usage and connect to the City's sewer system in conjunction with a sewer line expansion project that the City constructs when it is available to the public. This requirement is intended to protect and improve the environment, including but not limited to the health and water quality of the Indian River Lagoon ecosystem. The ordinance also outlines policies related to homeowner's who fail to connect to the system.

Part II.

Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Cocoa: (fill out subsections a-c as applicable, if not applicable write "not applicable")

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

(c) An estimate of the City of Cocoa's regulatory costs, including an estimate of revenues

from any new charges or fees that will be imposed on businesses to cover such costs.

Part III.

Good faith estimate of the number of businesses likely to be impacted by the ordinance: Businesses would only be affected if they are in a future sewer line expansion project area that is mandated to connect to the public sewer system, or a business is required to hook up to an existing sewer line system under existing policy in the City Code section 22.5. If businesses are required to connect to the city system, businesses will pay the same rate, connection fee, and impact fees which are generally established by the city council for all sewer customers. In addition, if a business is within a future sewer line project area approved by the city council, businesses may be required to pay an assessment only if an assessment is adopted by the city council under assessment procedures authorized by law to recover a portion or all of the cost of constructing a new public sewer line servicing the project area.

Part IV. Additional Information the City Council may find useful (if any):

This Business Impact Estimate may be revised following its initial posting.

CITY COUNCIL AGENDA ITEM

Memo Date: May 30, 2025
Agenda Date: June 10, 2025
File ID: 2025-518
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action: Staff is seeking Council direction.

BACKGROUND:

At its May 27, 2025 meeting the City Council discussed a multitude of matters regarding the Leon and Jewel Collins Museum of African American History and Culture. Ultimately the Council directed a discussion item to be brought back to the next meeting to discuss potentially the following.

- Operations staff or an operating entity
- Exhibition and Program Development
- Volunteer Development and Coordination
- Facility maintenance, capital repair and improvements
- Use as a venue

The following timeline of development of the Leon and Jewel Collins Museum is provided.

- 2014 Building acquired by the City from Brevard County
- 2015 Application for funding from the Florida Division of Historical Resources
- 2016 Building dedicated and named after Leon and Jewel Collins
- 2019 Building added to the Department of Interior's National Registry of Historic Places
- 2020 Museum exhibits and displays developed
- 2021 Museum available by appointment for tours
- 2023 Dedication of the 100th Anniversary of the Cocoa Elementary School

The following history of Federal, State, and other funding for the Collins Museum is provided.

- \$100,000 Roof Replacement Grant (FL Division of Historical Resources)
- \$355,256 Interior Restoration Grant (FL Division of Historical Resources)
- \$50,000 Museum Exhibits Grant (FL Division of Historical Resources)
- \$30,000 Museum Exhibits Grant (Federal Department of Interior)
- \$288,541 Museum Windows and Doors Grant (FL Division of Historical Resources)
- \$175,000 Landscape Buffer and Playground Equipment (Lennar Homes, LLC)

The following general fund capital repairs and improvements have occurred over the last two to three years for the Brevard Museum.

- \$7,600 Siding Repairs
- \$25,003 Roof Repairs
- \$35,550 HVAC

Annual maintenance funding for Brevard Museum of Natural History and Science and the Collins Museum/Moore Center

- Average Annual Maintenance –
 - o Brevard Museum \$57,440
 - o Collins Museum \$29,808

Annual personnel cost/funding for Brevard Museum of Natural History and Science and the Collins Museum/Moore Center

- o Brevard Museum \$16,889
- o Collins Museum \$0

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

Budgetary impact not determined at this time.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Staff is seeking Council direction.

CITY COUNCIL AGENDA ITEM

Memo Date: May 21, 2025
Agenda Date: June 10, 2025
File ID: 2025-492
Prepared By: Lori Chabot, Recording Secretary
Through: Monica Arsenault, City Clerk
Requested Action: Marine Resources Council is requesting \$1,000 to help launch their Low Impact Living initiative. Funds will go towards developing education and advocacy resources so that Cocoa (and other Lagoon) citizens can adopt Lagoon-friendly lifestyles. Materials include checklists to help kids, homeowners, renters, and businesses to get involved, educational infographics to be shared through social media, and a template for HOA's to improve stormwater management. The City of Cocoa will be listed as a Low Impact Living Partner on our website and in public presentations.

BACKGROUND:

Marine Resources Council has been working to restore and protect the Indian River Lagoon and its coastal communities through science, education and advocacy since 1983.

Generally, donations of funds are provided under City Policy to support private parties providing public services in lieu of the City providing those services. Approval of a donation request requires the Council to deem the expenditure serves a public purpose, and ensure any funds provided are used in furtherance of the public purpose.

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>
001-1000-511.48-00	\$1,000

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Marine Resources Council is requesting \$1,000 to help launch their Low Impact Living initiative. Funds will go towards developing education and advocacy resources so that Cocoa (and other Lagoon) citizens can adopt Lagoon-friendly lifestyles. Materials include checklists to help kids, homeowners, renters, and businesses to get involved, educational infographics to be shared through social media, and a template for HOA's to improve stormwater management. The City of Cocoa will be listed as a Low Impact Living Partner on our website and in public presentations.



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.

Monica Arsenault, 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.

Donation Instructions
Page 2 of 2



SUBMITTAL CHECKLIST

Please make sure that all requested information below is accompanying the application.

Organization Name: Marine Resources Council

Project Name: Low Impact Living

		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

Monica Arsenault, 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 433-8488 . Thank You.



65 Stone Street
Cocoa, Florida 32922

DONATION APPLICATION

PART I: GENERAL INFORMATION

APPLICANT INFORMATION:

APPLICANT NAME: Marine Resources Council

FEDERAL ID #: EIN: 59-3030066

Please attach IRS Determination Letter as support documentation Exhibit A.

ADDRESS: 3275 Dixie Hwy NE

CITY/STATE: Palm Bay, FL

ZIP: 32905

CONTACT PERSON: Laura Wilson

TITLE: Executive Director

Contact person will be in direct contact with the City and responsible for administering the grant if awarded.

TELEPHONE #: 321.725.7775

FAX #: N/A

EMAIL ADDRESS: Laura@mrcirl.org

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: \$628,536

PROJECT INFORMATION:

NAME OF PROJECT: Low Impact Living

TOTAL

PROJECT COST: \$ 72,243

AMOUNT OF

MONETARY REQUEST: \$ 1000

*Neither monetary nor
in-kind may exceed \$1,000*

AMOUNT OF

IN-KIND REQUEST: \$

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: 1.8 million

OF COCOA RESIDENTS TO BE SERVED: 19,300

(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)

The success of Low Impact Living is dependent on resident action and implementation. Through this initiative, Cocoa residents will be educated on small but impactful actions they can take to embrace Lagoon-friendly living and create a healthier environment for the community. They will also be provided resources to better advocate for environmental resiliency in their own communities.

3. Briefly describe your organization's experience and ability to deliver the project as proposed and timeline for completion. (UP TO 20 POINTS)

MRC has been working to restore and protect the Indian River Lagoon and its coastal communities through science, education, and advocacy since 1983. We have been champions of Low Impact Development for the past decade and Low Impact Living is an extension of our work educating on and advocating for taking care of water where it falls before it can become a problem for the Lagoon.

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.

Laura E. Wil
Signature of Authorized Representative

4.30.2025
Date



Exhibit D

City of Cocoa
Use of Funds Statement
(To be submitted with Donation Application)

Date: 4/30/2025

Project Dates: 2/1/2025-2/1/2026

Organization: _____

Project: Low Impact Living

1.) Please list the in-kind services requested from the City, along with the dates and times required: none

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: MRC is requesting \$1000.00 to help with the costs of launching the new Low Impact Living initiative. Funds will go towards developing education and advocacy resources so that Cocoa (and other Lagoon) citizens can adopt Lagoon-friendly lifestyles. Materials include checklists to help kids, homeowners, renters, and businesses to get involved, educational infographics to be shared through social media, and a template for HOAs to improve stormwater management. The City of Cocoa will be listed as a Low Impact Living Partner on our website (<https://lovetheirl.org/low-impact-living/>) and in public presentations.

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Laura E. Wil
Project Administrator

4.30.2025
Date

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Project Financial Officer

Date

Approved 04/06

Donation Application Exhibit D

Project Impact: Exhibit C

Marine Resources Council of East Florida (MRC) was established in 1983 by a group of concerned scientists and other community leaders to address the declining health of the Indian River Lagoon (IRL) system. The Indian River Lagoon is a 156-mile long estuary that runs along 40% of the east coast of Florida and is one of North America's most biodiverse estuaries. Declines in IRL health became noticeable in the 1970s as a result of salt marsh and mangroves removal, population growth, wastewater and stormwater pollution, and overfishing. Since 2011, the IRL has faced particularly severe water quality degradation, seagrass decline, and harmful algae blooms that have led to manatee deaths, fish kills, widespread sea turtle and dolphin diseases, and human health threats.

The two biggest pollutants of the Indian River Lagoon are freshwater and nutrients (specifically, nitrogen and phosphate). Both pollutants enter the Lagoon from land through stormwater runoff. To improve IRL health, Marine Resources Council is launching a new initiative called Low Impact Living (LIL)—a multi-faceted campaign to improve water quality, and consequently biodiversity. It builds on the principles of Low Impact Development (stormwater management through site planning and design) by addressing water on land before it even reaches the Lagoon.

There are four parts to the LIL initiative: educating, empowering, advocating, and demonstrating. Educating the public relies on consistent and clear messaging presented in person (presentations and outreach) and online (infographics and social media). We are stressing the positive impacts through achievable individual actions. We are empowering citizens by providing them with the knowledge and resources needed to advocate for meaningful change within their own communities. Our initial focus is working with HOAs to build more vibrant and resilient neighborhoods. In addition to community action, MRC is teaming up with industry partners to advocate for adopting Low Impact Development practices by working with elected officials and other municipal leaders. Lastly, we are utilizing properties owned and managed by MRC across the region to demonstrate how to implement Low Impact Living principles and actions.

Our goal is to use education and action to support Lagoon-friendly living on all scales: individual, family, community, and government. By allowing everyone to see themselves as part of the solution, LIL will serve all members of the Cocoa community, from children to elected officials, as we strive for cleaner water and healthier, more resilient communities.

The first part of the report is a general introduction to the project. It describes the background of the project, the objectives, and the scope of the work. The second part of the report is a detailed description of the methodology used in the project. It includes a description of the data collection methods, the data analysis methods, and the results of the analysis. The third part of the report is a discussion of the results of the project. It discusses the findings of the project, the implications of the findings, and the conclusions of the project. The fourth part of the report is a conclusion and a list of references.

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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 _____

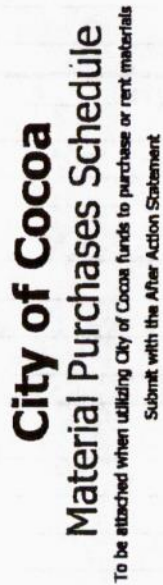
Project Financial Officer _____

Date _____

Attach any back up documentation, pictures, newspaper stories, etc.

Approved 04/06

Donation After Action

**Grantee:**

Project:

.....

[illegible]**TOTAL \$**

Certification: I hereby certify that the purchases noted above were used in accomplishing the project.

Certification: I hereby certify that the attached documents such as, canceled checks, sales receipts, and invoices support the funded project.

X

Project Administrator

Project Financial Officer

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: _____

Fiscal Period: _____

INCOME	AMOUNT
Support	
Govt. grants	\$
Foundations	\$
Corporations	\$
United Way	\$
Individual contributions	\$
Fundraising efforts	\$
Membership income	\$
In-Kind support	\$
Investment income	\$
Other (specify)	\$
	\$
	\$
Revenue	
Govt. contracts	\$
Earned Income	\$
Other (specify)	\$
	\$

EXPENSES	AMOUNT
Salaries and wages	\$
Insurance and Benefits	\$
Professional fees	\$
Fundraising costs	\$
Travel	\$
Equipment	\$
Printing fees	\$
Telephone/Utilities	\$
Postage	\$
Rent	\$
In-Kind expenses	\$
Depreciation	\$
Other (specify)	\$
	\$

TOTAL INCOME \$ _____

TOTAL EXPENSES \$ _____

Last Filed Federal 990 or 990EZ Form will be accepted in lieu of the above Income/Expense Report.

SCORING CHECKLIST FOR GRANT APPLICATIONS

Organization: _____

Project Name: _____

- | | SCORE |
|---|--------------|
| 1. New or expanded program for the organization?
If Yes, the applicant receives 10 points . | 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 . | 5 |
| 3. Were Cocoa volunteer residents used in the implementation of this project?
If yes, the applicant receives 10 points . | 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 | 50 |
| 5. Has the applicant demonstrated the ability to execute their proposed project?
Applicant may receive up to 20 points in this section. | 20 |

6. COMMENTS:

Total Score 95

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 ☐
Donation Application Scoring

Internal Revenue Service

Department of the Treasury

**P. O. Box 2508
Cincinnati, OH 45201**

Date: March 23, 2001

**Marine Resources Council of East Florida Inc
270 Paint St
Rockledge, FL 32955-5804**

Person to Contact:
Paul Perry 31-07423
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 8:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
59-3030066

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in March of 1991 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(2).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Marine Resources Council of East Florida Inc
59-3030066

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

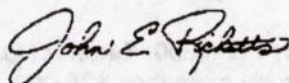
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,



John E. Ricketts, Director, TE/GE
Customer Account Services

TOTAL P.03

Form **990****Return of Organization Exempt From Income Tax**

OMB No. 1545-0047

2023Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.Open to Public
Inspection

A For the 2023 calendar year, or tax year beginning , 2023, and ending , 20		
B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Final return/terminated ☐ Amended return ☐ Application pending	C Name of organization MARINE RESOURCES COUNCIL OF EAST FLORIDA, INC Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite 3275 DIXIE HWY NE City or town, state or province, country, and ZIP or foreign postal code PALM BAY, FL 32905 F Name and address of principal officer: JAMES MOIR SAME AS C ABOVE	D Employer identification number 59-3030066 E Telephone number (321) 725-7775 G Gross receipts \$ 355,927 H(a) Is this a group return for subordinates? ☐ Yes ☒ No H(b) Are all subordinates included? ☐ Yes ☐ No If "No," attach a list. See instructions H(c) Group exemption number
I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527		J Website: WWW.SAVETHEIRL.ORG
K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other		L Year of formation: 1990 M State of legal domicile: FL

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: THE MISSION OF THE MARINE RESOURCES COUNCIL (MRC) IS TO MAINTAIN AND ENHANCE THE QUALITY OF MARINE SYSTEMS FOR THE ECONOMIC, RECREATIONAL, AETHETIC, AND ENVIRONMENTAL USE FOR THE PEOPLE OF FLORIDA		
	2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	15
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	15
Revenue	5 Total number of individuals employed in calendar year 2023 (Part V, line 2a)	5	7
	6 Total number of volunteers (estimate if necessary)	6	230
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
	b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0
Expenses	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	526,136	290,367
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	98,934	0
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	7,574	7,730
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	68,958	41,768
	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	701,602	339,865
	14 Benefits paid to or for members (Part IX, column (A), line 4)		0
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		0
	16a Professional fundraising fees (Part IX, column (A), line 11e)	396,886	186,277
	b Total fundraising expenses (Part IX, column (D), line 25)		5,262
Net Assets or Fund Balances	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	114,424	
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	382,070	393,181
	19 Revenue less expenses. Subtract line 18 from line 12	778,956	584,720
		(77,354)	(244,855)
	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
Signature Block	21 Total liabilities (Part X, line 26)	1,076,735	870,866
	22 Net assets or fund balances. Subtract line 21 from line 20	95,724	89,886
		981,011	780,980

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	JAMES MOIR Signature of officer	Date			
	JAMES MOIR, CHAIR Type or print name and title				
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
	SAM PEWU, EA	SAM PEWU, EA	08-07-2024		XXXXXXXXXX
	Firm's name	Firm's EIN			
	BLUE FOX	2542 WOODFIELD CIR			
	Firm's address	Phone no.			
	MELBOURNE FL 32904	321-233-3311			

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

Form 990 (2023)

EEA

CITY COUNCIL AGENDA ITEM

Memo Date: June 4, 2025
Agenda Date: June 10, 2025
File ID: 2025-524
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Stockton Whitten, City Manager
Requested Action: Informational Item Only

BACKGROUND:

The following reports for the period ending May 31st, 2025 (FY25) provide information about the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This May 2025 (FY25) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report

Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object.

2. Revenue Report

Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year-to-date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or the year-to-date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received)

3. Detail Budget Report Summary by Object

Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year-to-date totals, encumbrances, the annual budget and the unencumbered balance.

- Budget - represents either the current period or the year-to-date prorated budget
- Actual - represents actual cash expenditures either in the current period or year to date
- % Exp. - the percentage of actual expenditures vs. budget
- Encumbrance - encumbered amount
- Annual Budget - annual budget
- Unencumbered Balance - annual budget less actual year-to-date actual expenditures plus encumbrances
- % Budgeted - the percentage of year-to-date actual expenditures plus encumbrances

vs. budget

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only



FY 2025 Budget by Classification Report - Summary Listing

5/31/2025

Target for May 2025 is 67%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	\$ 15,912,604	\$ -	\$ 14,517,869	\$ 1,394,735	91%
OTHER PERMITS AND FEES	\$ 5,744,539	\$ -	\$ 4,786,415	\$ 958,124	83%
INTERGOVERNMENTAL	\$ 3,164,348	\$ -	\$ 1,837,869	\$ 1,326,479	58%
CHARGES FOR SERVICES	\$ 7,888,773	\$ -	\$ 5,406,335	\$ 2,482,438	69%
FINES AND FORFEITURES	\$ 15,000	\$ -	\$ 53,188	\$ (38,188)	355%
MISCELLANEOUS	\$ 1,352,584	\$ -	\$ 2,334,670	\$ (982,086)	173%
**OTHER SOURCES (NON-REVENUE)	\$ 28,485,811	\$ -	\$ 14,956,564	\$ 13,529,247	53%
REVENUE TOTALS	\$ 62,563,659	\$ -	\$ 43,892,910	\$ 18,670,749	70%
EXPENSE					
SALARIES AND BENEFITS	\$ 30,930,361	\$ 1,110	\$ 17,786,390	\$ 13,142,861	58%
OPERATING EXPENDITURES	\$ 18,808,118	\$ 3,365,354	\$ 9,332,204	\$ 6,110,560	50%
CAPITAL OUTLAY	\$ 9,718,542	\$ 3,696,966	\$ 3,783,801	\$ 2,237,775	39%
GRANTS, AIDS AND OTHER	\$ 1,847,291	\$ 31,244	\$ 1,793,544	\$ 22,503	97%
NON-OPERATING USES	\$ 1,259,347	\$ -	\$ 521,772	\$ 737,575	41%
EXPENSE TOTALS	\$ 62,563,659	\$ 7,094,674	\$ 33,217,712	\$ 22,251,273	64%
REVENUE TOTALS	\$ 62,563,659	\$ -	\$ 43,892,910	\$ 18,670,749	70%
EXPENSE TOTALS	\$ 62,563,659	\$ 7,094,674	\$ 33,217,712	\$ 22,251,273	64%
	\$ -	\$ (7,094,674)	\$ 10,675,198	\$ (3,580,524)	

*Unaudited

**Fund Balance is a budgeted revenue, not actual revenue.

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND		*****		CURRENT	*****		*****	YEAR-TO-DATE	*****		ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION	ESTIMATED		ACTUAL	%REV	ESTIMATED	ACTUAL	%REV		ESTIMATE	BALANCE
310		TAXES										
311		AD VALOREM										
	10 00	CURRENT TAXES	402,838		189,639.23	47	11,698,766	11,784,903.46	101		12,101,604	316,700.54
	20 00	DELINQUENT TAXES	2,250		82.67-	4	6,000	455.97	8		15,000	14,544.03
	25 00	PENALTIES RE: TAXES	1,666		3,589.61	216	13,328	39,398.76	296		20,000	19,398.76-
	30 00	TAX CERTIFICATES	16,666		.00		133,328	.00			200,000	200,000.00
311	**	AD VALOREM	423,420		193,146.17	46	11,851,422	11,824,758.19	100		12,336,604	511,845.81
312		SALES USE AND FUEL TAXES										
	41 00	LOCAL OPTION GAS TAX 6 CT	54,166		63,028.13	116	433,328	348,880.12	81		650,000	301,119.88
312	**	SALES USE AND FUEL TAXES	54,166		63,028.13	116	433,328	348,880.12	81		650,000	301,119.88
314		UTILITY SERVICE TAX										
	10 00	ELECTRICITY	137,500		190,955.80	139	1,100,000	1,355,516.98	123		1,650,000	294,483.02
	30 00	WATER-COCOA	33,333		43,812.30	131	266,664	328,550.78	123		400,000	71,449.22
	40 00	GAS	4,583		6,349.29	139	36,664	45,713.12	125		55,000	9,286.88
	80 00	PROPANE	2,000		2,498.26	125	16,000	19,170.44	120		24,000	4,829.56
314	**	UTILITY SERVICE TAX	177,416		243,615.65	137	1,419,328	1,748,951.32	123		2,129,000	380,048.68
315		COMMUNICATION SERVICE TAX										
	00 00	COMMUNICATION SERVICE TAX	54,166		55,040.73	102	433,328	464,179.23	107		650,000	185,820.77
315	**	COMMUNICATION SERVICE TAX	54,166		55,040.73	102	433,328	464,179.23	107		650,000	185,820.77
316		LOCAL BUSINESS TAX										
	00 00	LOCAL BUSINESS TAX	4,729		6,994.13	148	128,086	131,100.14	102		147,000	15,899.86
316	**	LOCAL BUSINESS TAX	4,729		6,994.13	148	128,086	131,100.14	102		147,000	15,899.86
310	***	TAXES	713,897		561,824.81		14,265,492	14,517,869.00			15,912,604	1,394,735.00
320		OTHER PERMITS & FEES										
322		BUILDING PERMITS										
	10 00	TRAINING SURCHARGE	0		.00		0	.00			0	.00
322	**	BUILDING PERMITS	0		.00		0	.00			0	.00
323		FRANCHISE FEES										
	10 00	ELECTRICITY	108,333		124,167.47	115	866,664	853,338.03	99		1,300,000	446,661.97
	40 00	GAS	7,083		10,426.86	147	56,664	69,465.80	123		85,000	15,534.20
	70 00	SOLID WASTE	25,000		27,631.77	111	200,000	220,066.36	110		300,000	79,933.64
323	**	FRANCHISE FEES	140,416		162,226.10	116	1,123,328	1,142,870.19	102		1,685,000	542,129.81
324		IMPACT FEES										
	32 00	TRANSP IMPACT FEE-COMMRCL	0		.00		0	.00			0	.00
324	**	IMPACT FEES	0		.00		0	.00			0	.00

CITY OF COCOA, FLORIDA
REVENUE REPORT
67% OF YEAR LAPSED

ACCOUNTING PERIOD 08/2025

CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
325		SPECIAL ASSESSMENT									
	22 01	FIRE ASSESSMENT		76,833	62,883.61	82	3,179,208	3,477,061.84	109	3,486,539	9,477.16
	22 02	F ASSMNT DELINQ TAXES		250	119.90	48	2,000	589.19	30	3,000	2,410.81
	22 03	F ASSMNT PENALTIES		416	1,427.04	343	3,328	7,164.70	215	5,000	2,164.70-
	22 04	F ASSMNT TAX CERTS		11,666	.00		93,328	.00		140,000	140,000.00
	22 *	FIRE PROTECTION		89,165	64,430.55	72	3,277,864	3,484,815.73	106	3,634,539	149,723.27
325	**	SPECIAL ASSESSMENT		89,165	64,430.55	72	3,277,864	3,484,815.73	106	3,634,539	149,723.27
329		OTHER PERMITS & FEES									
	10 00	INSPECTION FEES		0	.00		0	.00		0	.00
	10 01	FIRE INSPECTION FEES		9,583	4,270.00	45	76,664	9,610.00	13	115,000	105,390.00
	10 02	FIRE INSPEC FEE-PDCS CHGS		0	5,664.00		0	13,632.00		0	13,632.00-
	10 *	INSPECTION FEES		9,583	9,934.00	104	76,664	23,242.00	30	115,000	91,758.00
	25 00	PLANNING AND ZONING		25,833	5,966.97	23	206,664	54,122.29	26	310,000	255,877.71
	25 01	PLANNING CONS FEES		0	.00		0	81,365.00		0	81,365.00-
	25 *	PLANNING AND ZONING		25,833	5,966.97	23	206,664	135,487.29	66	310,000	174,512.71
329	**	OTHER PERMITS & FEES		35,416	15,900.97	45	283,328	158,729.29	56	425,000	266,270.71
320	***	OTHER PERMITS & FEES		264,997	242,557.62		4,684,520	4,786,415.21		5,744,539	958,123.79
330		INTERGOVERNMENTAL REVENUE									
331		FEDERAL GRANTS									
	20 19	JAG 2020-DJ-BX-0410		0	.00		0	.00		0	.00
	20 22	JAG 21-GG-01363		0	.00		0	.00		0	.00
	20 23	BULLET PROOF VEST 2021		0	.00		0	.00		0	.00
	20 24	VOCA-2022-COCOA PD-00181		0	.00		0	.00		0	.00
	20 25	JAG 2022-22-GG-02810		0	.00		0	.00		0	.00
	20 26	BULLET PROOF VEST 2022		0	.00		0	.00		0	.00
	20 27	VOCA-2023-COCOA PD-00042		0	.00		0	.00		0	.00
	20 28	JAG 2023-23-GG-03233		0	.00		0	.00		0	.00
	20 29	BULLET PROOF VEST 2023		38	.00		266	627.50-	236	416	1,043.50
	20 30	VOCA-2024-COCOA PD-00273		9,366	.00		74,928	44,100.81	59	112,393	68,292.19
	20 31	BULLET PROOF VEST 2024		1,206	1,193.00	99	8,442	1,193.00	14	13,263	12,070.00
	20 32	JAG 2024-24-GG-04542		1,739	.00		8,695	.00		15,653	15,653.00
	20 33	VOCA-2025-COCOA PD-00181		0	.00		0	.00		0	.00
	20 *	PUBLIC SAFETY		12,349	1,193.00	10	92,331	44,666.31	48	141,725	97,058.69
	39 12	USDA/FOREST SVC 26866		0	.00		0	.00		0	.00
	50 01	FEDERAL DISASTER REIMB		0	4,500.00		0	4,500.00		0	4,500.00-
	70 02	AFRICAN AM MUSE-GR2111		0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS		12,349	5,693.00	46	92,331	49,166.31	53	141,725	92,558.69

CITY OF COCOA, FLORIDA
REVENUE REPORT
67% OF YEAR LAPSED

ACCOUNTING PERIOD 08/2025

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND		*****		CURRENT	*****		*****	YEAR-TO-DATE	*****		ANNUAL	UNREALIZED
ACCOUNT		ACCOUNT DESCRIPTION	ESTIMATED		ACTUAL	%REV	ESTIMATED	ACTUAL	%REV		ESTIMATE	BALANCE
333	90 00	PAYMENT IN LIEU OF TAXES HOUSING AUTHORITY	0		.00		0	.00			0	.00
333	**	PAYMENT IN LIEU OF TAXES	0		.00		0	.00			0	.00
334	10 15	STATE GRANT FL CYBERSECURITY	0		.00		0	.00			0	.00
	50 01	STATE DISASTER REIMB	0		4,500.00-		0	269,381.95			0	269,381.95-
	50 55	RESILIENT FL-FDEP 24PLN48	6,944		.00		44,364	.00			72,135	72,135.00
	50 *	ECONOMIC ENVIRONMENT	6,944		4,500.00-	65	44,364	269,381.95	607		72,135	197,246.95-
	70 11	HTMOORE RESTOR-GR23HM	2,294		.00		55,886	.00			65,062	65,062.00
334	**	STATE GRANT	9,238		4,500.00-	49	100,250	269,381.95	269		137,197	132,184.95-
335	12 00	STATE SHARED REVENUES STATE REVENUE SHARING	66,416		59,434.64	90	531,328	486,619.05	92		797,000	310,380.95
	12 20	8TH CNT MUNICIPAL GAS TAX	13,333		13,046.63	98	106,664	106,818.84	100		160,000	53,181.16
	12 *	STATE REVENUE SHARING	79,749		72,481.27	91	637,992	593,437.89	93		957,000	363,562.11
	14 00	MOBILE HOME LICENSES	2,083		1,132.25	54	16,664	19,596.37	118		25,000	5,403.63
	15 00	ALCOHOLIC BEVERAGE	2,083		18,916.86	908	16,664	19,430.77	117		25,000	5,569.23
	18 00	LOCAL GOVERNMENT 1/2 CENT	116,666		134,810.67	116	933,328	832,092.37	89		1,400,000	567,907.63
	21 00	FIREFIGHTER SUPPLEMENTAL	1,333		.00		10,664	7,980.00	75		16,000	8,020.00
	29 21	POL PEN STATE CONTR	0		.00		0	.00			245,613	245,613.00
	29 22	FIRE PEN STATE CONTR	0		.00		0	.00			196,813	196,813.00
	29 *	OTHER PUBLIC SAFETY	0		.00		0	.00			442,426	442,426.00
	41 00	FUEL TAX REFUNDS	1,666		.00		13,328	46,783.26	351		20,000	26,783.26-
335	**	STATE SHARED REVENUES	203,580		227,341.05	112	1,628,640	1,519,320.66	93		2,885,426	1,366,105.34
337	30 21	GRANTS FROM LOCAL UNITS FIND BV-C0-23-159 WTRF P1	0		.00		0	.00			0	.00
	60 00	HUMAN SERVICES	0		.00		0	.00			0	.00
337	**	GRANTS FROM LOCAL UNITS	0		.00		0	.00			0	.00
338	10 06	SHARED REVENUE LOCAL UNIT SR524 Widening	0		.00		0	.00			0	.00
338	**	SHARED REVENUE LOCAL UNIT	0		.00		0	.00			0	.00
330	***	INTERGOVERNMENTAL REVENUE	225,167		228,534.05		1,821,221	1,837,868.92			3,164,348	1,326,479.08
340		CHARGES FOR SERVICES										
341		GENERAL GOVERNMENT										

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67% OF YEAR LAPSED

ACCOUNTING PERIOD 08/2025

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
30 00	ADMINISTRATIVE FEES	0	.00		0	1,180.00		0	1,180.00-
31 00	ADMIN FEES STORMWATER	0	.00		0	.00		0	.00
40 00	CERTIFY/COPY/SEARCH	7,750	11,305.39	146	62,000	62,731.48	101	93,000	30,268.52
90 12	PASSPORT EXECUTION FEES	250	525.00	210	2,000	1,785.00	89	3,000	1,215.00
341	** GENERAL GOVERNMENT	8,000	11,830.39	148	64,000	65,696.48	103	96,000	30,303.52
342	PUBLIC SAFETY								
10 00	SVC CHG - LAW ENF SERVICE	10,000	6,827.50	68	80,000	86,625.00	108	120,000	33,375.00
10 02	SCHOOL RES OFFICER	24,000	72,000.00	300	192,000	216,000.00	113	288,000	72,000.00
10 *	SVC CHG - LAW ENF SERVICE	34,000	78,827.50	232	272,000	302,625.00	111	408,000	105,375.00
20 00	SVC CHG - FIRE PROTECTION	2,500	2,700.00	108	20,000	17,727.50	89	30,000	12,272.50
90 00	OTHER PUBLIC SAFETY	83	.00		664	.00		1,000	1,000.00
90 01	FALSE ALARM FEES	625	340.00	54	5,000	1,350.00	27	7,500	6,150.00
90 *	OTHER PUBLIC SAFETY	708	340.00	48	5,664	1,350.00	24	8,500	7,150.00
342	** PUBLIC SAFETY	37,208	81,867.50	220	297,664	321,702.50	108	446,500	124,797.50
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	52,349	114,435.77	219	418,792	451,023.24	108	628,194	177,170.76
37 11	ROCKLEDGE	29,083	31,182.40	107	232,664	247,583.59	106	348,996	101,412.41
37 12	SUN LAKE	378	387.81	103	3,024	3,109.15	103	4,536	1,426.85
37 13	CLNY PK-M.I.UTIL CO.	191	218.23	114	1,528	1,706.48	112	2,303	596.52
37 16	COCOA BEACH	10,935	11,481.06	105	87,480	91,332.38	104	131,223	39,890.62
37 17	CAPE CANAVERAL	9,306	11,136.62	120	74,448	88,128.85	118	111,678	23,549.15
37 18	TITUSVILLE	418	428.12	102	3,344	3,374.24	101	5,025	1,650.76
37 *	WATER BILLING SERVICES	102,660	169,270.01	165	821,280	886,257.93	108	1,231,955	345,697.07
39 01	SERVICE CHARGES	75,000	71,358.00	95	600,000	604,068.51	101	900,000	295,931.49
39 03	ADMIN CHARGES	41,666	43,290.00	104	333,328	326,475.00	98	500,000	173,525.00
39 04	PENALTIES	60,000	58,902.49	98	480,000	501,879.99	105	720,000	218,120.01
39 05	NSF CHECKS	2,500	5,037.76	202	20,000	40,944.47	205	30,000	10,944.47-
39 13	HIGH CONSUMP CHGS	833	1,680.00	202	6,664	15,450.00	232	10,000	5,450.00-
39 *	WATER OTHER INCOME	179,999	180,268.25	100	1,439,992	1,488,817.97	103	2,160,000	671,182.03
41 10	SOLID WASTE	236,695	245,334.19	104	1,893,560	1,923,928.16	102	2,840,345	916,416.84
41 20	RECYCLING REVENUE	33,735	35,458.41	105	269,880	283,399.74	105	404,831	121,431.26
41 30	GREEN WASTE	38,327	43,747.85	114	306,616	349,655.21	114	459,933	110,277.79
41 *	GARBAGE COLLECTION	308,757	324,540.45	105	2,470,056	2,556,983.11	104	3,705,109	1,148,125.89
45 10	BILLING FEE - WASTE MGMT	0	.00		0	.00		0	.00
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00

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CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND									
ACCOUNT		ACCOUNT DESCRIPTION	***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE	
90	01	FDOT MEDIAN MAINT	0	.00		45,150	31,265.00	69	60,200	28,935.00	
90	03	FDOT MNT SIGNAL/HWY LIGHT	0	.00		0	.00		130,409	130,409.00	
90	*	OTHER PHYSICAL ENVIRON	0	.00		45,150	31,265.00	69	190,609	159,344.00	
343	**	PHYSICAL ENVIRONMENT	591,416	674,078.71	114	4,776,478	4,963,324.01	104	7,287,673	2,324,348.99	
347		CULTURE/RECREATION									
20	10	GAZEBO-PAVILLION RENTAL	41	95.00	232	328	235.00	72	500	265.00	
20	11	SERVICE FEES	0	1,245.00		0	6,233.25		0	6,233.25-	
20	*	PARKS & RECREATION	41	1,340.00	3268	328	6,468.25	1972	500	5,968.25-	
39	10	PORCHER HOUSE - REVENUES	666	.00		5,328	11,150.00	209	8,000	3,150.00-	
39	11	TENANT MAINTENANCE FEES	100	103.49	104	800	825.94	103	1,200	374.06	
39	20	COCOA CIVIC CENTER	833	3,066.17	368	6,664	15,896.99	239	10,000	5,896.99-	
39	30	RIVERFRONT PARK	666	441.00	66	5,328	3,282.00	62	8,000	4,718.00	
39	*	OTHER CULTURAL SERVICES	2,265	3,610.66	159	18,120	31,154.93	172	27,200	3,954.93-	
40	05	SPECIAL EVENT PERMITS	2,083	6,450.00	310	16,664	12,850.00	77	25,000	12,150.00	
50	10	EVENT FEES	325	1,050.00	323	2,600	2,400.00	92	3,900	1,500.00	
50	30	ADVERTISING/SPONSORSHIPS	41	.00		328	500.00	152	500	.00	
50	50	MISC FURNISHINGS	125	.00		1,000	2,239.25	224	1,500	739.25-	
50	*	SPECIAL REC FACILITIES	491	1,050.00	214	3,928	5,139.25	131	5,900	760.75	
347	**	CULTURE/RECREATION	4,880	12,450.66	255	39,040	55,612.43	142	58,600	2,987.57	
340	***	CHARGES FOR SERVICES	641,504	780,227.26		5,177,182	5,406,335.42		7,888,773	2,482,437.58	
350		FINES AND FORFEITURES									
351		JUDGMENTS AND FINES									
90	00	OTHER	1,250	3,670.58	294	10,000	53,188.22	532	15,000	38,188.22-	
351	**	JUDGMENTS AND FINES	1,250	3,670.58	294	10,000	53,188.22	532	15,000	38,188.22-	
350	***	FINES AND FORFEITURES	1,250	3,670.58		10,000	53,188.22		15,000	38,188.22-	
360		MISCELLANEOUS REVENUES									
361		INTEREST & OTHER EARNINGS									
10	00	INTEREST	12,500	.00		100,000	30,675.48	31	150,000	119,324.52	
10	02	INVESTMENT INTEREST	41,666	127,775.20	307	333,328	1,159,757.75	348	500,000	659,757.75-	
10	10	FLORIDA PRIME INTEREST	20,833	86,929.66	417	166,664	571,449.67	343	250,000	321,449.67-	
10	11	INTEREST/CBOS	0	.00		0	.00		0	.00	
10	*	INTEREST	74,999	214,704.86	286	599,992	1,761,882.90	294	900,000	861,882.90-	

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CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND									
ACCOUNT	ACCOUNT DESCRIPTION	***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
30 00	NET INC/DEC FMV INVESTMNT	0	.00		0	4,050.35		0	4,050.35-
35 01	AMERICAN TOWER	53	.00		424	644.41	152	645	.59
35 02	ATT CELL TWR 14386094	1,303	.00		10,424	15,643.31	150	15,644	.69
35 03	ATT CELL TOWER 382218	38	74.47	196	304	318.00	105	463	145.00
35 04	LAMAR BILLBOARD	29	29.10	100	232	270.10	116	357	86.90
35 05	SPRINT CELL TOWER	497	.00		3,976	7,828.28	197	5,964	1,864.28-
35 06	LEASE - TMOBILE A2C0020A	14	.00		112	139.65	125	177	37.35
35 07	LEASE - TMOBILE A2C0555A	11	161.17	1465	88	586.59	667	134	452.59-
35 *	MISCELLANEOUS INTEREST	1,945	264.74	14	15,560	25,430.34	163	23,384	2,046.34-
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	11,217.31-		0	11,217.31
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	11,217.31-		0	11,217.31
361	** INTEREST & OTHER EARNINGS	76,944	214,969.60	279	615,552	1,780,146.28	289	923,384	856,762.28-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		864	.00		1,300	1,300.00
39 01	AMERICAN TOWER	0	.00		0	.00		0	.00
39 02	ATT CELL TWR 14386094	0	.00		0	.00		0	.00
39 03	ATT CELL TOWER 382218	0	.00		0	.00		0	.00
39 04	LAMAR BILLBOARD	0	.00		0	.00		0	.00
39 05	SPRINT CELL TOWER	0	.00		0	.00		0	.00
39 06	TMOBILE CELL TWR A2C0020A	0	.00		0	.00		0	.00
39 07	TMOBILE CELL TWR A2C0555A	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE-TENANTS	583	1,409.76	242	4,664	11,238.48	241	7,000	4,238.48-
39 20	CIVIC CENTER-TENANTS	658	660.00	100	5,264	5,280.00	100	7,900	2,620.00
39 *	RENTALS AND LEASES	1,241	2,069.76	167	9,928	16,518.48	166	14,900	1,618.48-
362	** RENT AND ROYALTIES	1,349	2,069.76	153	10,792	16,518.48	153	16,200	318.48-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	66,713.36		0	66,713.36-
10 00	GAIN/(LOSS)SALE OF F/A	0	.00		0	.00		0	.00
364	** DISPOSITION FIXED ASSETS	0	.00		0	66,713.36		0	66,713.36-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	.00		0	7,426.72		0	7,426.72-
365	** SALE SURPLUS MTRLS &SCRAP	0	.00		0	7,426.72		0	7,426.72-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	35,717	.00		71,434	214,853.00	301	214,300	553.00-

CITY OF COCOA, FLORIDA

FUND 001		GENERAL FUND		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****		ANNUAL	UNREALIZED
ACCOUNT		DESCRIPTION		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV		ESTIMATE	BALANCE
10	10	CONTRIBS FOR K-9		0	.00		0	.00			0	.00
10	14	REPLACEMENT TREES		0	.00		0	.00			0	.00
10	*	DONATIONS-PRIVATE SOURCES		0	.00		0	.00			0	.00
366	**	CONTRIBUTIONS & DONATIONS		35,717	.00		71,434	214,853.00	301		214,300	553.00-
368	00 00	PENSION CONTRIBUTIONS		0	.00		0	.00			0	.00
368	**	PENSION CONTRIBUTIONS		0	.00		0	.00			0	.00
369		OTHER MISC REVENUES										
90	00	OTHER MISC REVENUES		0	1,618.77		0	38,502.77			0	38,502.77-
90	02	POLICE SECURITY SERVICES		0	.00		0	.00			0	.00
90	03	CODE ENF ABATE/DEMO REV		12,583	8,824.75	70	100,664	152,104.64	151		151,000	1,104.64-
90	04	MISC. POLICE REVENUES		516	137.68	27	3,128	927.81	30		5,200	4,272.19
90	05	INVESTIGATIVE COSTS REIM		3,333	4,645.15	139	26,664	31,183.51	117		40,000	8,816.49
90	09	PROPERTY REGISTRATION		166	1,200.00	723	1,328	3,400.00	256		2,000	1,400.00-
90	12	LEISURE SVCS -CANCEL FEES		41	.00		328	210.00	64		500	290.00
90	*	OTHER MISC REVENUES		16,639	16,426.35	99	132,112	226,328.73	171		198,700	27,628.73-
96	00	INSURANCE REFUND/PROCEEDS		0	.00		0	22,683.00			0	22,683.00-
369	**	OTHER MISC REVENUES		16,639	16,426.35	99	132,112	249,011.73	189		198,700	50,311.73-
360	***	MISCELLANEOUS REVENUES		130,649	233,465.71		829,890	2,334,669.57			1,352,584	982,085.57-
380		OTHER SOURCES(NON-REV)										
381		INTERFUND TRANSFER										
91	03	TRF FROM CDBG (103)		0	.00		0	.00			0	.00
91	10	TRF FROM COCOA CRA (110)		18,493	18,500.00	100	148,017	148,000.00	100		222,000	74,000.00
91	11	TRF FROM DIAMOND SQ (111)		0	.00		0	.00			0	.00
91	14	TRF FROM ARPA (130)		0	.00		13,934	13,933.81	100		13,934	.19
91	20	TRF FROM DBT SVC (201)		0	.00		0	.00			0	.00
91	21	TRF FROM W/S FUND (421)		0	.00		0	.00			0	.00
91	23	TRF FROM STORMWATER (423)		18,320	91,600.00	500	18,320	91,600.00	500		91,600	.00
91	25	TRF FROM W/S REST (425)		0	.00		0	.00			0	.00
91	26	TRF FROM W/S 2018B (426)		0	.00		0	.00			0	.00
91	30	TRF FROM CAP PROJ (301)		0	.00		0	.00			0	.00
91	31	TRF FROM FISKE BV (303)		0	.00		0	.00			0	.00
91	41	TRF FROM CONFISC (141)		0	.00		0	.00			0	.00
91	*	TRANSFER FROM		36,813	110,100.00	299	180,271	253,533.81	141		327,534	74,000.19
94	21	TRANS FR 421 OH ALLOC		697,361	697,361.67	100	5,578,888	5,578,893.36	100		8,368,340	2,789,446.64
94	23	TRANS FR 423 OH ALLOC		27,344	27,344.00	100	218,752	218,752.00	100		328,128	109,376.00
94	*	INTERFUND TRANSFER		724,705	724,705.67	100	5,797,640	5,797,645.36	100		8,696,468	2,898,822.64
381	**	INTERFUND TRANSFER		761,518	834,805.67	110	5,977,911	6,051,179.17	101		9,024,002	2,972,182.00

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CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND										
ACCOUNT		ACCOUNT DESCRIPTION	***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
382		CONTRIBUTIONS ENTERPRISE								
40 00		CONTRIBUTIONS (ROI)	654,056	654,056.92	100	5,232,448	5,232,455.36	100	7,848,683	2,616,227.64
40 01		6% PILOFF	147,241	147,241.17	100	1,177,928	1,177,929.36	100	1,766,894	588,964.64
40 *		CONTRIBUTIONS (ROI)	801,297	801,298.09	100	6,410,376	6,410,384.72	100	9,615,577	3,205,192.28
382	**	CONTRIBUTIONS ENTERPRISE	801,297	801,298.09	100	6,410,376	6,410,384.72	100	9,615,577	3,205,192.28
383	10 33	INSTLMT PURCH/CAP LEASE POSTAGE MACHINE	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	00 00	DEBT PROCEEDS DEBT PROCEEDS	214,038	.00		1,638,841	2,495,000.00	152	2,495,000	.00
384	**	DEBT PROCEEDS	214,038	.00		1,638,841	2,495,000.00	152	2,495,000	.00
389		NON OPERATING SOURCES								
90 00		NON OPERATING SOURCES	24,168-	.00		97,480	.00		800	800.00
99 10		CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11		RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50		FUND BAL-APPROP. RESERVES	726,596	.00		4,444,047	.00		7,350,432	7,350,432.00
99 *		BALANCE FORWARD	726,596	.00		4,444,047	.00		7,350,432	7,350,432.00
389	**	NON OPERATING SOURCES	702,428	.00		4,541,527	.00		7,351,232	7,351,232.00
380	***	OTHER SOURCES(NON-REV)	2,479,281	1,636,103.76		18,568,655	14,956,563.89		28,485,811	13,529,247.11
FUND TOTAL GENERAL FUND			4,456,745	3,686,383.79		45,356,960	43,892,910.23		62,563,659	18,670,748.77
GRAND TOTAL			4,456,745	3,686,383.79		45,356,960	43,892,910.23		62,563,659	18,670,748.77

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
11-00	EXECUTIVE SALARIES	92142	108413.22	118	737136	628736.24	85	.00	1105763	477026.76	57
11 **	EXECUTIVE SALARIES	92142	108413.22	118	737136	628736.24	85	.00	1105763	477026.76	57
12-00	REGULAR SALARIES & WAGES	1282348	1489939.35	116	10242738	8603677.48	84	.00	15372256	6768578.52	56
12-06	SALARIES/CONTRACTUAL	9650	18768.00	195	76798	99933.46	130	.00	115399	15465.54	87
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	13926	48439.97	348	84314	134260.50	159	.00	140042	5781.50	96
12 **	REGULAR SALARIES & WAGES	1305924	1557147.32	119	10403850	8837871.44	85	.00	15627697	6789825.56	57
13-00	OTHER SALARIES & WAGES	101883	137229.36	135	790065	759262.27	96	.00	1197652	438389.73	63
13 **	OTHER SALARIES & WAGES	101883	137229.36	135	790065	759262.27	96	.00	1197652	438389.73	63
14-00	OVERTIME	60056	113852.08	190	475120	614986.39	129	.00	715456	100469.61	86
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	60056	113852.08	190	475120	614986.39	129	.00	715456	100469.61	86
15-00	SPECIAL PAY	27068	52091.06	192	216544	314236.41	145	.00	324843	10606.59	97
15 **	SPECIAL PAY	27068	52091.06	192	216544	314236.41	145	.00	324843	10606.59	97
20-00	CLOTHING/SHOE ALLOWANCE	2759	31.25	1	20848	12430.09	60	.00	31897	19466.91	39
20 **	CLOTHING/SHOE ALLOWANCE	2759	31.25	1	20848	12430.09	60	.00	31897	19466.91	39
21-00	FICA TAXES	112884	149183.62	132	898572	843704.02	94	.00	1350247	506542.98	63
21 **	FICA TAXES	112884	149183.62	132	898572	843704.02	94	.00	1350247	506542.98	63
22-00	RETIREMENT CONTRIBUTIONS	123918	162130.15	131	990819	886157.49	89	.00	1486611	600453.51	60
22-01	FIRE PENSION	235216	323091.04	137	1879553	1904699.83	101	.00	2820431	915731.17	68
22-02	STATE CONTRIBUTIONS	36868	.00	0	294944	.00	0	.00	442426	442426.00	0
22-03	NON-FRS RETIREMENT PLAN	3178	4319.00	136	25403	25007.03	98	.00	38130	13122.97	66
22 **	RETIREMENT CONTRIBUTIONS	399180	489540.19	123	3190719	2815864.35	88	.00	4787598	1971733.65	59
23-00	INSURANCES	4309	3277.95	76	34445	24528.48	71	.00	51780	27251.52	47

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
23-02	MEDICARE PART B	38256	29465.60	77	306048	312200.92	102	1110.00	459072	145761.08	68
23-04	MEDICAL	306365	258346.21	84	2456968	1921609.68	78	.00	3682569	1760959.32	52
23-05	HEALTH GF RETIREES 50%	4969	5362.94	108	39752	40953.36	103	.00	59630	18676.64	69
23-06	HEALTH GF RETIREES 100%	20872	17551.44	84	166976	138599.90	83	.00	250467	111867.10	55
23-07	DENTAL INSURANCE	13731	12344.97	90	109776	92136.52	84	.00	164850	72713.48	56
23-08	VISION INSURANCE	2440	2219.49	91	19508	16586.64	85	.00	29427	12840.36	56
23-09	LONG TERM DISABILITY	4173	3534.42	85	33357	26409.31	79	.00	50182	23772.69	53
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	395115	332103.02	84	3166830	2573024.81	81	1110.00	4747977	2173842.19	54
24-00	WORKER'S COMPENSATION	65438	42930.48	66	523393	248291.40	47	.00	785310	537018.60	32
24 **	WORKER'S COMPENSATION	65438	42930.48	66	523393	248291.40	47	.00	785310	537018.60	32
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	6664	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	6664	.00	0	.00	10000	10000.00	0
27-00	BENEFIT OFFSET	20493	18805.16	92	163944	137982.59	84	.00	245921	107938.41	56
27 **	BENEFIT OFFSET	20493	18805.16	92	163944	137982.59	84	.00	245921	107938.41	56
28-00	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	74141	24006.78	32	484163	255094.62	53	241733.67	780763	283934.71	64
31-01	LEGAL EXPENSES	42876	28371.13	66	343008	209933.46	61	287866.94	514518	16717.60	97
31-02	MEDICAL SERVICES	4991	34670.15	695	39928	40001.30	100	15003.70	59895	4890.00	92
31-03	ENGINEERING SERVICES	727	.00	0	3635	6540.00	180	.00	6540	.00	100
31-05	EMS 1ST RESPONDER	1724	.00	0	13792	19915.89	144	.00	20690	774.11	96
31-11	USDA MANAGE FOREST GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-15	AFRICAN AM MUSE-GR2111	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
31-16 HTMOORE RESTOR-GR23HM		382	.00	0	2674	3403.50	127	.00	4204	800.50	81
31-17 RESILIENT FL-FDEP 24PLN48		6944	12929.72	186	44364	60780.82	137	.00	72135	11354.18	84
31-33 EMPLOYEE HEALTH CENTER		34768	58307.05	168	278144	258934.57	93	158286.43	417221	.00	100
31 ** PROFESSIONAL SERVICES		166553	158284.83	95	1209708	854604.16	71	702890.74	1875966	318471.10	83
32-00 ACCOUNTING & AUDITING		11860	30800.00	260	89353	60800.00	68	.00	136800	76000.00	44
32 ** ACCOUNTING & AUDITING		11860	30800.00	260	89353	60800.00	68	.00	136800	76000.00	44
34-00 CONTRACT SERVICES		148888	117261.91	79	1186757	889055.57	75	652420.42	1782426	240950.01	87
34-03 CUSTOMER SERVICE CONTRACT		285320	288420.28	101	2282560	1992274.61	87	.00	3423844	1431569.39	58
34-07 JANITORIAL CONTRACT SVS		0	.00	0	0	.00	0	.00	0	.00	0
34-09 MOWING CONTRACTS		36909	19406.00	53	294363	225504.55	77	207653.99	442000	8841.46	98
34-23 JAG 2022-22-GG-02810		0	.00	0	0	.00	0	.00	0	.00	0
34 ** CONTRACT SERVICES		471117	425088.19	90	3763680	3106834.73	83	860074.41	5648270	1681360.86	70
39-00 CONTINGENCY		30377	.00	0	231901	.00	0	.00	353406	353406.00	0
39-01 CONTINGENCY - FY21		20388	.00	0	81558	.00	0	.00	0	.00	0
39-02 CONTINGENCY - FY22		78684	.00	0	525270	.00	0	.00	840000	840000.00	0
39-15 WAGE AND SALARY		0	.00	0	0	.00	0	.00	0	.00	0
39-20 FUEL, OIL & LUBRICANTS		0	.00	0	0	.00	0	.00	0	.00	0
39 ** CONTINGENCY		88673	.00	0	838729	.00	0	.00	1193406	1193406.00	0
40-00 TRAVEL & PER DIEM		6974	3288.25	47	57359	21251.54	37	35.00	85313	64026.46	25
40-01 CAR ALLOWANCE		0	.00	0	0	.00	0	.00	0	.00	0
40-22 JAG-21-GG-01363		0	.00	0	0	.00	0	.00	0	.00	0
40-23 VOCA-2023-COCOA PD-00042		0	.00	0	0	.00	0	.00	0	.00	0
40 ** TRAVEL & PER DIEM		6974	3288.25	47	57359	21251.54	37	35.00	85313	64026.46	25
41-00 COMMUNICATION		26332	23905.11	91	207381	137129.66	66	169808.52	312736	5797.82	98
41-35 VOCA-2022-COCOA PD-00181		0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
41 **	COMMUNICATION	26332	23905.11	91	207381	137129.66	66	169808.52	312736	5797.82	98
42-00	POSTAGE & FREIGHT	47925	44328.93	93	383672	277792.09	72	267723.45	575495	29979.46	95
42 **	POSTAGE & FREIGHT	47925	44328.93	93	383672	277792.09	72	267723.45	575495	29979.46	95
43-00	ELECTRIC/WATER/SEWER	80971	59470.01	73	647768	439092.29	68	437373.71	971681	95215.00	90
43 **	ELECTRIC/WATER/SEWER	80971	59470.01	73	647768	439092.29	68	437373.71	971681	95215.00	90
44-00	RENTALS AND LEASES	5341	2815.45	53	42001	30741.10	73	26506.90	63398	6150.00	90
44 **	RENTALS AND LEASES	5341	2815.45	53	42001	30741.10	73	26506.90	63398	6150.00	90
45-00	INSURANCE	74255	.00	0	594040	674951.59	114	.00	891070	216118.41	76
45 **	INSURANCE	74255	.00	0	594040	674951.59	114	.00	891070	216118.41	76
46-00	REPAIRS & MAINTENANCE	113706	97975.00	86	906045	623979.56	69	147840.82	1360910	589089.62	57
46-02	REPAIR/MAINT BUILDING	56257	39795.75	71	478665	246424.90	52	164738.94	703708	292544.16	58
46-03	REPAIR/MAINT-VEHICLES	29961	70844.70	237	297090	272898.50	92	32190.99	417005	111915.51	73
46-04	HTMOORE RESTOR-GR23HM	11206	.00	0	81094	114259.63	141	.00	125920	11660.37	91
46-05	HYDRANT FEES	22515	22163.66	98	180120	177410.18	99	.00	270189	92778.82	66
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	233645	230779.11	99	1943014	1434972.77	74	344770.75	2877732	1097988.48	62
47-00	PRINTING & BINDING	15221	12049.85	79	120666	77670.50	64	80378.50	181613	23564.00	87
47 **	PRINTING & BINDING	15221	12049.85	79	120666	77670.50	64	80378.50	181613	23564.00	87
48-00	PROMOTIONAL ACTIVITIES	6110	5507.46	90	48850	29721.89	61	1531.52	73315	42061.59	43
48-01	JAG 24-GG-04542	184	517.50	281	920	517.50	56	.00	1653	1135.50	31
48-11	BUSINESS ASSIST. PROGRAM	41	.00	0	328	105.42	32	.00	500	394.58	21
48 **	PROMOTIONAL ACTIVITIES	6335	6024.96	95	50098	30344.81	61	1531.52	75468	43591.67	42
49-00	OTHER CHARGES & OBLIG.	30199	51383.90	170	214929	139072.91	65	115313.61	335838	81451.48	76
49-02	ADVERTISING	116	.00	0	928	99.89	11	.00	1400	1300.11	7
49-06	BROWNFIELD PROG CITY COST	416	.00	0	3328	.00	0	.00	5000	5000.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
49-07	BAD DEBT EXPENSE	0	5217.32	- 0	0	28689.77	- 0	.00	0	28689.77	0
49-08	CASH OVER/SHORT	0	.03	- 0	0	377.02	0	.00	0	377.02	- 0
49-21	PD INVESTIGATIVE FUNDS	2083	.00	0	16664	930.00	6	.00	25000	24070.00	4
49-23	COM CRIME PREV (SPOT)	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	32814	46166.55	141	235849	111790.05	47	115313.61	367238	140134.34	62
51-00	OFFICE SUPPLIES	4201	1206.70	29	34084	12269.27	36	.00	51018	38748.73	24
51-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	4201	1206.70	29	34084	12269.27	36	.00	51018	38748.73	24
52-00	OPERATING SUPPLIES	106621	25496.53	24	878082	930251.21	106	95060.83	1304688	279375.96	79
52-02	UNIFORMS-PURCHASED	7410	1022.27	14	67710	24634.41	36	37579.02	97391	35177.57	64
52-05	EMS 1st RESP-CONSUM SUPP	6874	5262.57	77	54557	40164.69	74	16293.14	82054	25596.17	69
52-07	JANITORIAL SUPPLIES	4483	2992.49	67	35864	23492.23	66	.00	53830	30337.77	44
52-10	HEATING FUEL	474	340.07	72	3792	3122.16	82	2565.52	5688	.32	100
52-22	BULLET PROOF V 2020	0	.00	0	0	.00	0	.00	0	.00	0
52-23	BULLET PROOF VEST 2021	0	.00	0	0	.00	0	.00	0	.00	0
52-26	BULLET PROOF VEST 2022	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	28149	19808.24	70	247828	134623.59	54	.00	360500	225876.41	37
52-33	EMPLOYEE HEALTH CENTER	15729	26345.01	168	125832	92328.08	73	96421.92	188750	.00	100
52-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
52-36	FIREHOUSE SUBS - E-BIKES	0	.00	0	0	.00	0	.00	0	.00	0
52-37	JAG 23-GG-03233	0	.00	0	0	.00	0	.00	0	.00	0
52-38	BULLET PROOF VEST 2023	38	.00	0	266	415.92	156	.00	416	.08	100
52-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
52-40	BULLET PROOF VEST 2024	2412	1193.00	50	16884	12707.08	75	13818.92	26526	.00	100

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
52 **	OPERATING SUPPLIES	172190	82460.18	48	1430815	1261739.37	88	261739.35	2119843	596364.28	72
53-00	ROAD MATERIALS/SUPPLIES	4056	3746.67	92	32448	17670.34	55	102.67	48675	30901.99	37
53 **	ROAD MATERIALS/SUPPLIES	4056	3746.67	92	32448	17670.34	55	102.67	48675	30901.99	37
54-00	MEMBERSHIP/PUBLICATIONS	13077	8738.18	67	60995	28646.34	47	.00	113475	84828.66	25
54 **	MEMBERSHIP/PUBLICATIONS	13077	8738.18	67	60995	28646.34	47	.00	113475	84828.66	25
55-00	TRAINING	15459	11485.48	74	123234	67697.73	55	18194.22	185181	99289.05	46
55-01	EDA PROGRAM	833	1215.86	146	6664	2781.39	42	2258.00	10000	4960.61	50
55-02	P/F HS RECRUITMENT	863	.00	0	6041	.00	0	9497.42	9497	.42	100
55-22	JAG 21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
55-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
55-36	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	17155	12701.34	74	135939	70479.12	52	29949.64	204678	104249.24	49
56-15	IT-RELATED OPERATING EXP	84868	122950.66	145	674682	683424.62	101	67155.11	1014243	263663.27	74
56-16	FL CYBERSECURITY	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	84868	122950.66	145	674682	683424.62	101	67155.11	1014243	263663.27	74
57-99	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
57 **	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	59855	.00	0	216262	214300.00	99	.00	455679	241379.00	47
61 **	LAND	59855	.00	0	216262	214300.00	99	.00	455679	241379.00	47
62-00	BUILDINGS	6255	.00	0	6255	.00	0	31275.00	31275	.00	100
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
62 **	BUILDINGS	6255	.00	0	6255	.00	0	31275.00	31275	.00	100
63-00	INFRASTRUCTURE	203349	26670.00	13	1133671	629881.26	56	736465.69	1947071	580724.05	70
63-07	IMPROVE OTHER THAN BLDG	182186	.00	0	1231982	1084943.95	88	474421.27	1960726	401360.78	80
63-13	FIND BV-CO-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
63-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
63-15	FIND BV-CO-21-152 DRGP II	0	.00	0	0	.00	0	.00	0	.00	0
63-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
63-17	FIND BV-CO-23-159 WTRF P1	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	385535	26670.00	7	2365653	1714825.21	73	1210886.96	3907797	982084.83	75
64-00	MACHINERY & EQUIPMENT	434784	56404.00	13	3227438	1837355.49	57	2451084.02	4966581	678141.49	86
64-15	IT HARDWARE	36400	.00	0	211616	17320.65	8	3720.00	357210	336169.35	6
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64-34	LEASED POSTAGE METER	0	.00	0	0	.00	0	.00	0	.00	0
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	471184	56404.00	12	3439054	1854676.14	54	2454804.02	5323791	1014310.84	81
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71-30	LEASE - COPIERS	4293	8590.46	200	34344	34321.00	100	17201.30	51523	.70	100
71-33	LEASED POSTAGE METER	372	1122.37	302	2976	3345.11	112	1129.89	4475	.00	100
71-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
71-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
71-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
71-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-64	SBITA - VECTOR TGT SOL	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
71-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-67	SBITA - SOCRATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
71-69	SBITA - SAMSARA	2240	5456.34	244	17920	21651.73	121	5234.39	26887	.88	100
71-70	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
71-72	SBITA - BRIGHTLY ASSET	3262	.00	0	9786	22830.13	233	1.77	22831	.90-	100
71 **	DEBT SERVICE - PRINCIPAL	10167	15169.17	149	65026	82147.97	126	23567.35	105716	.68	100
72-30	LEASE - COPIERS	14	25.54	182	112	143.00	128	30.70	175	1.30	99
72-33	LEASED POSTAGE METER	45	132.59	295	360	419.77	117	125.23	545	.00	100
72-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
72-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
72-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
72-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-64	SBITA - VECTOR TRGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
72-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-67	SBITA - SCORATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
72-69	SBITA - SAMSARA	32	49.86	156	256	373.08	146	20.64	394	.28	100
72-72	SBITA - BRIGHTLY ASSET	204	.00	0	612	1426.00	233	.00	1426	.00	100
72 **	DEBT SERVICE - INTEREST	295	207.99	71	1340	2361.85	176	176.57	2540	1.58	100
73-00	OTHER DEBT SERVICE COSTS	3357	.00	0	16785	30213.37	180	.00	30214	.63	100
73 **	OTHER DEBT SERVICE COSTS	3357	.00	0	16785	30213.37	180	.00	30214	.63	100
81-00	AIDS TO GOVT AGENCY	139485	.00	0	1115880	1673821.00	150	.00	1673821	.00	100

DETAIL BUDGET REPORT SUMMARY BY OBJECT
67% OF YEAR LAPSED
WITHOUT FIXED CHARGES

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
81 **	AIDS TO GOVT AGENCY	139485	.00	0	1115880	1673821.00	150	.00	1673821	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	0	.00	0	0	.00	0	.00	0	.00	0
83-11	UPSTART COCOA PROGRAM	3541	.00	0	20828	5000.00	24	7500.00	35000	22500.00	36
83 **	OTHER GRANTS & AIDS	3541	.00	0	20828	5000.00	24	7500.00	35000	22500.00	36
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	TO DIAMOND SQ (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	89369	89368.76	100	521772	521772.08	100	.00	1259347	737574.92	41
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRCTD ASSET (425)	0	.00	0	0	.00	0	.00	0	.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	89369	89368.76	100	521772	521772.08	100	.00	1259347	737574.92	41

FUND 001 GENERAL FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

FUND 001	TOTAL	*****									
	GENERAL FUND	5316381	4463951.65	84	40914821	33217711.98	81	7094673.78	62563659	22251273.24	64
GRAND	TOTAL	*****									
		5316381	4463951.65	84	40914821	33217711.98	81	7094673.78	62563659	22251273.24	64



FY 2025 Budget by Classification Report - Summary Listing

5/31/2025

Target for May 2025 is 67%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	\$ 79,722,196	\$ -	\$ 52,929,165	\$ 26,793,031	66%
INTERGOVERNMENTAL/GRANTS	\$ -	\$ -	\$ -	\$ -	0%
MISCELLANEOUS	\$ 3,662,128	\$ -	\$ 1,783,898	\$ 1,878,230	49%
*OTHER SOURCES (NON-REVENUE)	\$ 5,743,844	\$ -	\$ -	\$ 5,743,844	0%
REVENUE TOTALS	\$ 89,128,168	\$ -	\$ 54,713,063	\$ 34,415,105	61%
EXPENSE					
SALARIES AND BENEFITS	\$ 21,442,558	\$ -	\$ 11,642,919	\$ 9,799,639	54%
OPERATING EXPENDITURES	\$ 27,463,235	\$ 8,647,724	\$ 12,418,001	\$ 6,397,509	45%
CAPITAL OUTLAY	\$ 1,929,874	\$ 1,254,655	\$ 588,659	\$ 86,560	31%
GRANTS, AIDS AND OTHER	\$ 472,406	\$ 187,331	\$ 281,598	\$ 3,476	60%
NON-OPERATING USES	\$ 37,820,095	\$ -	\$ 29,879,262	\$ 7,940,833	79%
EXPENSE TOTALS	\$ 89,128,168	\$ 10,089,711	\$ 54,810,439	\$ 24,228,018	73%
REVENUE TOTALS	\$ 89,128,168	\$ -	\$ 54,713,063	\$ 34,415,105	61%
EXPENSE TOTALS	\$ 89,128,168	\$ 10,089,711	\$ 54,810,439	\$ 24,228,018	73%
**	\$ -	\$ (10,089,711)	\$ (97,376)	\$ 10,187,087	

*Fund Balance is a budgeted revenue, not actual revenue.

**Unaudited

CITY OF COCOA, FLORIDA
REVENUE REPORT
67% OF YEAR LAPSED

ACCOUNTING PERIOD 08/2025

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND		ACCOUNT	*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
	30 02	FDEM H0477 LS#1	0	.00		0	.00		0	.00
	50 01	FEDERAL DISASTER REIMB	0	.00		0	85,260.43		0	85,260.43-
331	**	FEDERAL GRANTS	0	.00		0	85,260.43		0	85,260.43-
334		STATE GRANT								
	50 01	STATE DISASTER REIMB	0	.00		0	.00		0	.00
334	**	STATE GRANT	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
	30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	85,260.43		0	85,260.43-
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	31 00	WATER SALES	5,561,481	6,117,611.18	110	44,491,848	43,609,726.11	98	66,737,780	23,128,053.89
	33 00	WATER CONNECTION FEE	47,267	52,947.79	112	378,136	552,633.02	146	567,211	14,577.98
	36 00	WATER HYDRANT FEES	340,513	368,202.19	108	2,724,104	2,922,730.24	107	4,086,156	1,163,425.76
	39 06	HYDRANT RESID FLOW TEST	141	2,100.00	1489	1,128	9,450.00	838	1,696	7,754.00-
	39 07	BACKFLOW DEVICE TEST	12,808	20,307.99	159	102,464	161,996.31	158	153,700	8,296.31-
	39 08	JUMPER METERS	61	.00		488	1,600.00	328	742	858.00-
	39 09	PLAN REVIEW/CONST INSPECT	1,060	5,250.00	495	8,480	39,000.00	460	12,720	26,280.00-
	39 10	BACKFLOW PRV/RLCT TEMP	44	105.42	240	352	1,768.36	502	530	1,238.36-
	39 *	WATER OTHER INCOME	14,114	27,763.41	197	112,912	213,814.67	189	169,388	44,426.67-
	51 00	SEWER SALES	642,330	703,832.93	110	5,138,640	5,320,263.52	104	7,707,960	2,387,696.48
	51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	51 *	SEWER SALES	642,330	703,832.93	110	5,138,640	5,320,263.52	104	7,707,960	2,387,696.48
	53 02	SEWER CONN INDIAN HILLS	0	.00		0	.00		0	.00
	59 01	GREASE TRAP PERMITS	547	854.01	156	4,376	6,681.85	153	6,572	109.85-
	60 00	REUSE WATER SALES	36,642	42,190.75	115	293,136	296,923.81	101	439,709	142,785.19
	60 01	REUSE WATER INSTALLATION	618	425.00	69	4,944	6,392.00	129	7,420	1,028.00
	60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	60 *	REUSE WATER SALES	37,260	42,615.75	114	298,080	303,315.81	102	447,129	143,813.19
	90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	6,643,512	7,313,827.26	110	53,148,096	52,929,165.22	100	79,722,196	26,793,030.78
340	***	CHARGES FOR SERVICES	6,643,512	7,313,827.26		53,148,096	52,929,165.22		79,722,196	26,793,030.78

CITY OF COCOA, FLORIDA
REVENUE REPORT
67% OF YEAR LAPSED

ACCOUNTING PERIOD 08/2025

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND		ACCOUNT	*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
	10 00	INTEREST	0	.00		0	29,992.43		0	29,992.43-
	10 02	INVESTMENT INTEREST	40,078	1,654.88	4	320,624	494,634.21	154	480,943	13,691.21-
	10 10	FLORIDA PRIME INTEREST	0	60,577.31		0	450,039.76		0	450,039.76-
	10 11	INTEREST/CBOS	0	.00		0	.00		0	.00
	10 *	INTEREST	40,078	62,232.19	155	320,624	974,666.40	304	480,943	493,723.40-
	30 00	NET INC/DEC FMV INVESTMNT	0	.00		0	38,200.14		0	38,200.14-
	40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	64,617.48-		0	64,617.48
	40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
	40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	64,617.48-		0	64,617.48
361	**	INTEREST & OTHER EARNINGS	40,078	62,232.19	155	320,624	948,249.06	296	480,943	467,306.06-
362	00 00	RENT AND ROYALTIES								
		RENT AND ROYALTIES	108	.00		864	1,300.00	151	1,300	.00
362	**	RENT AND ROYALTIES	108	.00		864	1,300.00	151	1,300	.00
364	00 00	DISPOSITION FIXED ASSETS								
		DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
	10 00	GAIN/(LOSS)SALE OF F/A	0	.00		0	9,550.96		0	9,550.96-
364	**	DISPOSITION FIXED ASSETS	0	.00		0	9,550.96		0	9,550.96-
365	00 00	SALE SURPLUS MTRLS &SCRAP								
		SALE SURPLUS MTRLS &SCRAP	265	.00		2,120	1,986.86	94	3,180	1,193.14
365	**	SALE SURPLUS MTRLS &SCRAP	265	.00		2,120	1,986.86	94	3,180	1,193.14
369	90 00	OTHER MISC REVENUES								
		OTHER MISC REVENUES	4,308	6,160.37	143	34,464	69,572.94	202	51,705	17,867.94-
	90 06	SETTLEMENTS	602,500	675,000.00	112	715,000	675,000.00	94	3,125,000	2,450,000.00
	90 *	OTHER MISC REVENUES	606,808	681,160.37	112	749,464	744,572.94	99	3,176,705	2,432,132.06
	96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	78,238.24		0	78,238.24-
369	**	OTHER MISC REVENUES	606,808	681,160.37	112	749,464	822,811.18	110	3,176,705	2,353,893.82
360	***	MISCELLANEOUS REVENUES	647,259	743,392.56		1,073,072	1,783,898.06		3,662,128	1,878,229.94
380		OTHER SOURCES(NON-REV)								
381	91 01	INTERFUND TRANSFER								
		GENERAL FUND (001)	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA
REVENUE REPORT
67% OF YEAR LAPSED

ACCOUNTING PERIOD 08/2025

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND										
ACCOUNT		ACCOUNT DESCRIPTION	***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
91	24	RENEW & REPLACE (424)	0	.00		0	.00		0	.00
91	25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91	26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91	27	TRF FROM W/S RESRVS (425)	0	.00		0	.00		0	.00
91	42	W/S IMPACT FEE (422)	0	.00		0	.00		0	.00
91	52	TRF FROM WORK COMP (520)	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383	10 00	INSTLMT PURCH/CAP LEASE LEASE PROCEEDS	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
	30 01	SRF LOAN PROCEEDS	0	.00		0	.00		0	.00
	85 00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
	99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
	99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
	99 50	FUND BAL-APPROP. RESERVES	162,556	.00		5,093,616	.00		5,743,844	5,743,844.00
	99 *	BALANCE FORWARD	162,556	.00		5,093,616	.00		5,743,844	5,743,844.00
389	**	NON OPERATING SOURCES	162,556	.00		5,093,616	.00		5,743,844	5,743,844.00
380	***	OTHER SOURCES(NON-REV)	162,556	.00		5,093,616	.00		5,743,844	5,743,844.00
FUND TOTAL WATER/SEWER FUND			7,453,327	8,057,219.82		59,314,784	54,798,323.71		89,128,168	34,329,844.29
GRAND TOTAL			7,453,327	8,057,219.82		59,314,784	54,798,323.71		89,128,168	34,329,844.29

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
11-00	EXECUTIVE SALARIES	15127	20728.82	137	121016	116772.28	97	.00	181529	64756.72	64
11 **	EXECUTIVE SALARIES	15127	20728.82	137	121016	116772.28	97	.00	181529	64756.72	64
12-00	REGULAR SALARIES & WAGES	1040184	1179703.12	113	8268014	6584810.71	80	.00	12428817	5844006.29	53
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	3701	12938.63	350	13770	43382.61	315	.00	28571	14811.61	152
12-15	SETTLEMENT WAGES	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1043885	1192641.75	114	8281784	6628193.32	80	.00	12457388	5829194.68	53
13-00	OTHER SALARIES & WAGES	54528	68653.49	126	491754	379742.15	77	.00	709910	330167.85	54
13 **	OTHER SALARIES & WAGES	54528	68653.49	126	491754	379742.15	77	.00	709910	330167.85	54
14-00	OVERTIME	63087	101860.73	162	499206	722126.38	145	.00	751592	29465.62	96
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	63087	101860.73	162	499206	722126.38	145	.00	751592	29465.62	96
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	2017	700.00	35	15136	24269.10	160	.00	23225	1044.10	105
20 **	CLOTHING/SHOE ALLOWANCE	2017	700.00	35	15136	24269.10	160	.00	23225	1044.10	105
21-00	FICA TAXES	80230	104848.99	131	640238	593458.30	93	.00	961198	367739.70	62
21 **	FICA TAXES	80230	104848.99	131	640238	593458.30	93	.00	961198	367739.70	62
22-00	RETIREMENT CONTRIBUTIONS	154706	200595.60	130	1235116	1201413.54	97	.00	1854009	652595.46	65
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	463	726.90	157	3704	3644.07	98	.00	5564	1919.93	66
22 **	RETIREMENT CONTRIBUTIONS	155169	201322.50	130	1238820	1205057.61	97	.00	1859573	654515.39	65
23-00	INSURANCES	2753	2273.27	83	22015	16682.06	76	.00	33075	16392.94	50
23-02	RETIREEES OTHER INSURANCES	13150	7826.80	60	105200	83918.52	80	.00	157806	73887.48	53
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
23-04	MEDICAL/RX SELF INSURED	281638	206964.80	74	2252321	1519777.47	68	.00	3378907	1859129.53	45
23-05	HEALTH RETIREES 50%	1988	975.08	49	15904	5362.94	34	.00	23856	18493.06	23
23-06	HEALTH RETIREES 100%	3976	3894.52	98	31808	34081.40	107	.00	47712	13630.60	71
23-07	DENTAL INSURANCE	13234	8721.63	66	105842	64548.28	61	.00	158816	94267.72	41
23-08	VISION INSURANCE	2567	1580.46	62	20506	11712.21	57	.00	30803	19090.79	38
23-09	LONG TERM DISABILITY	2821	2608.46	93	22562	19146.83	85	.00	33908	14761.17	57
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	322127	234845.02	73	2576158	1755229.71	68	.00	3864883	2109653.29	45
24-00	WORKER'S COMPENSATION	38737	23287.73	60	309869	132410.89	43	.00	464860	332449.11	29
24 **	WORKER'S COMPENSATION	38737	23287.73	60	309869	132410.89	43	.00	464860	332449.11	29
25-00	UNEMPLOYMENT COMPENSATION	833	154.51	19	6664	154.51	2	.00	10000	9845.49	2
25 **	UNEMPLOYMENT COMPENSATION	833	154.51	19	6664	154.51	2	.00	10000	9845.49	2
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	13200	11500.00	87	105600	85505.05	81	.00	158400	72894.95	54
27 **	BENEFIT OFFSET	13200	11500.00	87	105600	85505.05	81	.00	158400	72894.95	54
31-00	PROFESSIONAL SERVICES	18579	11250.00	61	148187	37081.00	25	121114.00	222532	64337.00	71
31-01	LEGAL EXPENSES	47184	2336.20	5	366962	91272.50	25	53878.87	555690	410538.63	26
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	243779	232219.37	95	1835540	1214385.18	66	1572847.45	2810665	23432.37	99
31-27	TCR PROJECT-COCOA	22571	2568.00	11	180568	6785.05	4	264061.94	270847	.01	100
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	332113	248373.57	75	2531257	1349523.73	53	2011902.26	3859734	498308.01	87

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	165761	73058.10	44	1385372	446232.25	32	369143.96	2048472	1233095.79	40
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	165761	73058.10	44	1385372	446232.25	32	369143.96	2048472	1233095.79	40
39-00	CONTINGENCY	65889	.00	0	728789	.00	0	.00	992345	992345.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	65889	.00	0	728789	.00	0	.00	992345	992345.00	0
40-00	TRAVEL AND PER DIEM	1310	1496.29	114	10480	5134.69	49	.00	15748	10613.31	33
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1310	1496.29	114	10480	5134.69	49	.00	15748	10613.31	33
41-00	COMMUNICATION	17274	15547.45	90	138191	125683.17	91	80611.91	207319	1023.92	100
41 **	COMMUNICATION	17274	15547.45	90	138191	125683.17	91	80611.91	207319	1023.92	100
42-00	FREIGHT & POSTAGE SERVICE	1148	110.49	10	9016	2062.23	23	.00	13640	11577.77	15
42 **	FREIGHT & POSTAGE SERVICE	1148	110.49	10	9016	2062.23	23	.00	13640	11577.77	15
43-00	ELECTRIC/WATER/SEWER	203402	181217.03	89	1627216	1190198.37	73	1216781.24	2440835	33855.39	99
43 **	ELECTRIC/WATER/SEWER	203402	181217.03	89	1627216	1190198.37	73	1216781.24	2440835	33855.39	99
44-00	RENTAL AND LEASES	3141	6411.00	204	25128	16481.82	66	31559.98	37715	10326.80-	127
44-21	DUKE ENERGY-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
44 **	RENTAL AND LEASES	3141	6411.00	204	25128	16481.82	66	31559.98	37715	10326.80-	127
45-00	INSURANCE	108436	.00	0	867488	971866.06	112	.00	1301232	329365.94	75
45 **	INSURANCE	108436	.00	0	867488	971866.06	112	.00	1301232	329365.94	75
46-00	REPAIRS & MAINTENANCE	542710	650917.34	120	4261606	3336480.30	78	1207734.82	6432489	1888273.88	71

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
46-02	REPAIR/MAINT BUILDING	40264	3334.85	8	364679	186897.18	51	17440.51	525757	321419.31	39
46-03	REPAIR/MAINT-VEHICLES	26626	37917.42	142	213008	199501.31	94	.00	319564	120062.69	62
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	609600	692169.61	114	4839293	3722878.79	77	1225175.33	7277810	2329755.88	68
47-00	PRINTING & BINDING	3084	.00	0	22508	28027.20	125	45.00	34876	6803.80	81
47 **	PRINTING & BINDING	3084	.00	0	22508	28027.20	125	45.00	34876	6803.80	81
48-00	PROMOTIONAL ACTIVITIES	2083	1148.32	55	16664	6602.11	40	850.00	25000	17547.89	30
48 **	PROMOTIONAL ACTIVITIES	2083	1148.32	55	16664	6602.11	40	850.00	25000	17547.89	30
49-00	OTHER CHARGES & OBLIG.	22792	12097.89	53	77660	106613.23	137	515.00	168865	61736.77	63
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	6091.60-	0	0	35344.71-	0	.00	0	35344.71	0
49-08	CASH OVER & UNDER	0	40.60	0	0	76.53	0	.00	0	76.53-	0
49-09	DOCUMENT RECORDING CHGS	500	50.00-	10-	4000	1609.00-	40-	3659.00	6000	3950.00	34
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	23292	5996.89	26	81660	69736.05	85	4174.00	174865	100954.95	42
51-00	OFFICE SUPPLIES	2109	2174.83	103	16872	8124.81	48	.00	25354	17229.19	32
51 **	OFFICE SUPPLIES	2109	2174.83	103	16872	8124.81	48	.00	25354	17229.19	32
52-00	OPERATING SUPPLIES	64340	47885.70	74	515119	531159.34	103	129986.67	772515	111368.99	86
52-02	UNIFORMS-PURCHASED	133	32.99	25	665	959.99	144	.00	1200	240.01	80
52-07	JANITORIAL SUPPLIES	769	942.77	123	6152	7112.15	116	.00	9240	2127.85	77
52-09	CHEMICALS	582596	467633.14	80	4735096	3454964.96	73	3560923.85	7065491	49602.19	99
52-30	FUEL OIL & LUBRICANTS	53246	28608.75	54	425968	178960.79	42	1241.89	639010	458807.32	28
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
52 **	OPERATING SUPPLIES	701084	545103.35	78	5683000	4173157.23	73	3692152.41	8487456	622146.36	93
53-00	ROAD MATERIALS/SUPPLIES	3748	831.43	22	29984	831.43	3	100.00	45000	44068.57	2
53 **	ROAD MATERIALS/SUPPLIES	3748	831.43	22	29984	831.43	3	100.00	45000	44068.57	2
54-00	MEMBERSHIP/PUBLICATIONS	3416	.00	0	27328	34799.40	127	.00	41031	6231.60	85
54 **	MEMBERSHIP/PUBLICATIONS	3416	.00	0	27328	34799.40	127	.00	41031	6231.60	85
55-00	TRAINING	11444	6555.00	57	76232	28558.11	38	13369.06	122064	80136.83	34
55-01	EDA PROGRAM	416	.00	0	3328	.00	0	.00	5000	5000.00	0
55 **	TRAINING	11860	6555.00	55	79560	28558.11	36	13369.06	127064	85136.83	33
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	25734	2544.02	10	204762	238103.71	116	1859.27	307739	67776.02	78
56 **	TECHNOLOGY SYSTEMS	25734	2544.02	10	204762	238103.71	116	1859.27	307739	67776.02	78
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	10200	6706.10	66	457516	52456.40	12	840416.58	498327	394545.98	179
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	10200	6706.10	66	457516	52456.40	12	840416.58	498327	394545.98	179
64-00	MACHINERY & EQUIPMENT	94022	74106.33	79	584292	530682.86	91	270795.98	960402	158923.16	84
64-15	IT HARDWARE	39447	.00	0	313348	5519.50	2	143442.54	471145	322182.96	32
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	133469	74106.33	56	897640	536202.36	60	414238.52	1431547	481106.12	66

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUNDS	0	.00	0	0	.00	0	.00	0	.00	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71-32	LEASED ASSET-GENERATOR	29131	29166.33	100	233048	202680.00	87	146902.38	349583	.62	100
71-33	SBITA ACCRUENT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
71-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
71-35	SBITA - SAMSARA	2827	6885.39	244	22616	27322.43	121	6605.29	33928	.28	100
71-36	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
71-74	ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
71 **	PRINCIPAL	31958	36051.72	113	255664	230002.43	90	153507.67	383511	.90	100
72-32	LEASED ASSET-GENERATOR	7008	6973.67	100	56064	50300.00	90	33797.74	84098	.26	100
72-33	SBITA - ACCRNT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
72-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	41	62.91	153	328	470.76	144	26.08	497	.16	100
72-36	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
72-74	SBITA - ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	7049	7036.58	100	56392	50770.76	90	33823.82	84595	.42	100
73-00	OTHER DEBT SERVICE COST	275	.00	0	2200	825.00	38	.00	3300	2475.00	25
73-32	GENERATOR AMORT	0	.00	0	0	.00	0	.00	0	.00	0
73-33	SBITA ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	INTANG AMORT EXP	275	.00	0	2200	825.00	38	.00	3300	2475.00	25

FUND 421 WATER/SEWER FUND		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
82-00	AID TO PRIVATE ORGANIZAT	167	.00	0	334	.00	0	.00	1000	1000.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	167	.00	0	334	.00	0	.00	1000	1000.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-02	TO GEN FUND ROI (001)	654056	654056.92	100	5232448	5232455.36	100	.00	7848683	2616227.64	67
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-24	TRANSFER TO R & R (424)	0	528113.00	0	13565432	13565432.00	100	.00	13565432	.00	100
91-25	TO RESTRCTD ASSET (425)	486547	486547.09	100	4324552	4324551.50	100	.00	6270746	1946194.50	69
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJ (427)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND (422)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1140603	1668717.01	146	23122432	23122438.86	100	.00	27684861	4562422.14	84
94-01	TXFR TO GF OH ALLOC (001)	697361	697361.67	100	5578888	5578893.36	100	.00	8368340	2789446.64	67
94 **	INTERFUND TRANSFER	697361	697361.67	100	5578888	5578893.36	100	.00	8368340	2789446.64	67
95-01	TXFR TO GF 6% PLOFF (001)	147241	147241.17	100	1177928	1177929.36	100	.00	1766894	588964.64	67
95 **	NONOPERATING	147241	147241.17	100	1177928	1177929.36	100	.00	1766894	588964.64	67
FUND 421	TOTAL *****										
	WATER/SEWER FUND	6241747	6380501.50	102	64159807	54810438.99	85	10089711.01	89128168	24228018.00	73
GRAND	TOTAL *****										
		6241747	6380501.50	102	64159807	54810438.99	85	10089711.01	89128168	24228018.00	73



FY 2025 Budget by Classification Report - Summary Listing

5/31/2025

Target for May 2025 is 67%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	\$ 2,299,404	\$ -	\$ 2,163,995	\$ 135,409	94%
CHARGES FOR SERVICES	\$ -	\$ -	\$ -	\$ -	0%
INTERGOVERNMENTAL/GRANT	\$ 51,222	\$ -	\$ (68,778)	\$ 120,000	-134%
MISCELLANEOUS	\$ 500	\$ -	\$ 130,442	\$ (129,942)	26088%
**OTHER SOURCES (NON-REVENUE)	\$ 700,212	\$ -	\$ -	\$ 700,212	0%
REVENUE TOTALS	\$ 3,051,338	-	\$ 2,225,659	\$ 825,679	73%
EXPENSE					
SALARIES AND BENEFITS	\$ 638,667	\$ -	\$ 364,193	\$ 274,474	57%
OPERATING EXPENDITURES	\$ 691,546	\$ 167,362	\$ 288,213	\$ 235,971	42%
CAPITAL OUTLAY	\$ 1,298,798	\$ 265,092	\$ 995,203	\$ 38,503	77%
OTHER SOURCES (NON-REVENUE)	\$ 2,599	\$ 500	\$ 2,098	\$ 1	81%
NON-OPERATING USES	\$ 419,728	\$ -	\$ 310,352	\$ 109,376	74%
EXPENSE TOTALS	\$ 3,051,338	\$ 432,955	\$ 1,960,058	\$ 658,325	78%
REVENUE TOTALS	\$ 3,051,338	\$ -	\$ 2,225,659	\$ 825,679	73%
EXPENSE TOTALS	\$ 3,051,338	\$ 432,955	\$ 1,960,058	\$ 658,325	78%
	\$ -	\$ (432,955)	\$ 265,600	\$ 167,354	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY		ACCOUNT	*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
320		OTHER PERMITS & FEES								
325		SPECIAL ASSESSMENT								
	23 01	STRMWTR SPEC ASSMNT	68,457	35,523.07	52	2,110,740	2,159,360.74	102	2,179,197	19,836.26
	23 02	DELINQUENT TAX	833	37.08	5	6,664	181.83	3	10,000	9,818.17
	23 03	PENALTIES	0	811.99		0	4,452.52		0	4,452.52-
	23 04	TAX CERTIFICATES	9,183	.00		73,464	.00		110,207	110,207.00
	23 *	STORMWATER	78,473	36,372.14	46	2,190,868	2,163,995.09	99	2,299,404	135,408.91
325	**	SPECIAL ASSESSMENT	78,473	36,372.14	46	2,190,868	2,163,995.09	99	2,299,404	135,408.91
320	***	OTHER PERMITS & FEES	78,473	36,372.14		2,190,868	2,163,995.09		2,299,404	135,408.91
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
	50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
	36 35	US1/FOREST AV S/W FACILTY	0	.00		0	68,778.04-		0	68,778.04
	36 36	N FSK S/W PND FLOAT WTLND	0	.00		0	.00		0	.00
	36 69	DIX/IRD IRL RESIL DESIGN	0	.00		0	.00		0	.00
	36 *	STORMWATER MANAGEMENT	0	.00		0	68,778.04-		0	68,778.04
334	**	STATE GRANT	0	.00		0	68,778.04-		0	68,778.04
338		SHARED REVENUE LOCAL UNIT								
	10 00	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
	10 02	CHURCH STREET BAFFLE BOX	0	.00		0	.00		0	.00
	10 05	SOIRL-SAVE OUR IR LAGOON	4,657	.00		32,599	.00		51,222	51,222.00
	10 *	SHARED REV - BREVARD CTY	4,657	.00		32,599	.00		51,222	51,222.00
338	**	SHARED REVENUE LOCAL UNIT	4,657	.00		32,599	.00		51,222	51,222.00
330	***	INTERGOVERNMENTAL REVENUE	4,657	.00		32,599	68,778.04-		51,222	120,000.04
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	91 00	STORMWATER FEES	0	.00		0	.00		0	.00
	91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	91 *	STORMWATER FEES	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE

360		MISCELLANEOUS REVENUES							
361		INTEREST & OTHER EARNINGS							
10 00		INTEREST	0	.00	0	993.59		0	993.59-
10 02		INVESTMENT INTEREST	0	1,368.95	0	24,143.74		0	24,143.74-
10 10		FLORIDA PRIME INTEREST	0	14,040.22	0	105,045.21		0	105,045.21-
10 *		INTEREST	0	15,409.17	0	130,182.54		0	130,182.54-
30 00		NET INC/DEC FMV INVESTMNT	0	.00	0	147.94		0	147.94-
40 00		GAIN/(LOSS) SALE INVEST	0	.00	0	388.85-		0	388.85
40 02		UNREALIZED GAIN/(LOSS)	0	.00	0	.00		0	.00
40 *		GAIN/(LOSS) SALE INVEST	0	.00	0	388.85-		0	388.85
361	**	INTEREST & OTHER EARNINGS	0	15,409.17	0	129,941.63		0	129,941.63-
364	00 00	DISPOSITION FIXED ASSETS	0	.00	0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	0	.00	0	.00		0	.00
366	00 00	CONTRIBUTIONS & DONATIONS	100	500.00	500	500.00	500	500	.00
366	**	CONTRIBUTIONS & DONATIONS	100	500.00	500	500.00	500	500	.00
369	90 00	OTHER MISC REVENUES	0	.00	0	.01-		0	.01
369	**	OTHER MISC REVENUES	0	.00	0	.01-		0	.01
360	***	MISCELLANEOUS REVENUES	100	15,909.17	100	130,441.62		500	129,941.62-
380		OTHER SOURCES(NON-REV)							
381		INTERFUND TRANSFER							
91 01		GENERAL FUND (001)	0	.00	0	.00		0	.00
91 21		TRF FROM W/S FUND (421)	0	.00	0	.00		0	.00
91 *		TRANSFER FROM	0	.00	0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00	0	.00		0	.00
389		NON OPERATING SOURCES							
85 00		CAP CONTRIB PRIVATE SRCS	0	.00	0	.00		0	.00
90 00		NON OPERATING SOURCES	0	.00	0	.00		0	.00
99 10		CASH CARRY FORWARD	0	.00	0	.00		0	.00
99 50		FUND BAL-APPROP. RESERVES	73,650	.00	405,626	.00		700,212	700,212.00
99 *		BALANCE FORWARD	73,650	.00	405,626	.00		700,212	700,212.00
389	**	NON OPERATING SOURCES	73,650	.00	405,626	.00		700,212	700,212.00

380	***	OTHER SOURCES(NON-REV)	73,650	.00	405,626	.00	700,212	700,212.00
FUND	TOTAL	STORMWATER UTILITY	156,880	52,281.31	2,629,193	2,225,658.67	3,051,338	825,679.33
GRAND	TOTAL		156,880	52,281.31	2,629,193	2,225,658.67	3,051,338	825,679.33

FUND 423 STORMWATER UTILITY		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

12-00	REGULAR SALARIES & WAGES	29514	30890.80	105	247560	192665.95	78	.00	365629	172963.05	53
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	29514	30890.80	105	247560	192665.95	78	.00	365629	172963.05	53
13-00	OTHER SALARIES & WAGES	2813	10154.89	361	11252	42964.81	382	.00	22502	20462.81-	191
13 **	OTHER SALARIES & WAGES	2813	10154.89	361	11252	42964.81	382	.00	22502	20462.81-	191
14-00	OVERTIME	583	380.97	65	4664	8333.32	179	.00	7000	1333.32-	119
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	583	380.97	65	4664	8333.32	179	.00	7000	1333.32-	119
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	89	.00	0	516	700.00	136	.00	870	170.00	81
20 **	CLOTHING/SHOE ALLOWANCE	89	.00	0	516	700.00	136	.00	870	170.00	81
21-00	FICA TAXES	2445	3125.74	128	19560	18303.29	94	.00	29346	11042.71	62
21 **	FICA TAXES	2445	3125.74	128	19560	18303.29	94	.00	29346	11042.71	62
22-00	RETIREMENT CONTRIBUTIONS	4413	5646.47	128	35304	33552.92	95	.00	52956	19403.08	63
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	4413	5646.47	128	35304	33552.92	95	.00	52956	19403.08	63
23-00	INSURANCES	82	59.91	73	656	487.35	74	.00	990	502.65	49
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	7925	5640.48	71	63400	47027.81	74	.00	95105	48077.19	49
23-07	DENTAL INSURANCE	326	205.36	63	2608	1750.86	67	.00	3920	2169.14	45
23-08	VISION INSURANCE	53	37.89	72	424	316.97	75	.00	644	327.03	49
23-09	LONG TERM DISABILITY	83	67.89	82	664	550.95	83	.00	1003	452.05	55
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	8469	6011.53	71	67752	50133.94	74	.00	101662	51528.06	49
24-00	WORKER'S COMPENSATION	4391	2370.50	54	35128	15298.78	44	.00	52702	37403.22	29
24 **	WORKER'S COMPENSATION	4391	2370.50	54	35128	15298.78	44	.00	52702	37403.22	29
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	500	300.00	60	4000	2240.21	56	.00	6000	3759.79	37
27 **	BENEFIT OFFSET	500	300.00	60	4000	2240.21	56	.00	6000	3759.79	37
31-00	PROFESSIONAL SERVICES	4204	.00	0	115421	8559.66	7	42528.01	132240	81152.33	39
31-01	LEGAL EXPENSES	41	.00	0	328	500.00	152	.00	500	.00	100
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	4245	.00	0	115749	9059.66	8	42528.01	132740	81152.33	39
34-00	CONTRACT SERVICES	22250	2603.32	12	178000	173002.29	97	70461.45	267002	23538.26	91
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	22250	2603.32	12	178000	173002.29	97	70461.45	267002	23538.26	91
39-00	CONTINGENCY	1502	.00	0	30951	.00	0	.00	36972	36972.00	0
39 **	CONTINGENCY	1502	.00	0	30951	.00	0	.00	36972	36972.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	1896	78.54	4	.00	2850	2771.46	3
40 **	TRAVEL & PER DIEM	237	.00	0	1896	78.54	4	.00	2850	2771.46	3
41-00	COMMUNICATION	173	45.44	26	1384	363.51	26	1712.49	2076	.00	100
41 **	COMMUNICATION	173	45.44	26	1384	363.51	26	1712.49	2076	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	328	28.73	9	.00	500	471.27	6
42 **	POSTAGE & FREIGHT	41	.00	0	328	28.73	9	.00	500	471.27	6
43-00	ELECTRIC/WATER/SEWER	1333	1260.54	95	10664	9215.07	86	6531.78	16000	253.15	98

FUND 423 STORMWATER UTILITY											
ELE OBJ		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ACCOUNT DESCRIPTION		BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
43 **	ELECTRIC/WATER/SEWER	1333	1260.54	95	10664	9215.07	86	6531.78	16000	253.15	98
44-00	RENTALS AND LEASES	250	.00	0	2000	170.78	9	.00	3000	2829.22	6
44 **	RENTALS AND LEASES	250	.00	0	2000	170.78	9	.00	3000	2829.22	6
45-00	INSURANCE	1256	.00	0	10048	11339.51	113	.00	15072	3732.49	75
45 **	INSURANCE	1256	.00	0	10048	11339.51	113	.00	15072	3732.49	75
46-00	REPAIRS & MAINTENANCE	10841	10300.75	95	69928	29201.61	42	42114.07	113300	41984.32	63
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3840	4417.29	115	30720	30726.05	100	.57	46090	15363.38	67
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	14681	14718.04	100	100648	59927.66	60	42114.64	159390	57347.70	64
47-00	PRINTING & BINDING	41	.00	0	328	.00	0	.00	500	500.00	0
47 **	PRINTING & BINDING	41	.00	0	328	.00	0	.00	500	500.00	0
49-00	OTHER CHARGES & OBLIG.	43	50.17	117	344	223.29	65	.00	517	293.71	43
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	257.56-	0	0	855.19-	0	.00	0	855.19	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	43	207.39-	482-	344	631.90-	184-	.00	517	1148.90	122-
51-00	OFFICE SUPPLIES	41	108.96	266	328	251.58	77	.00	500	248.42	50
51 **	OFFICE SUPPLIES	41	108.96	266	328	251.58	77	.00	500	248.42	50
52-00	OPERATING SUPPLIES	1073	492.52	46	8433	9960.74	118	4013.76	12729	1245.50-	110
52-02	UNIFORMS-PURCHASED	0	.00	0	0	.00	0	.00	0	.00	0
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2602	2090.68	80	21788	13393.57	62	.00	32198	18804.43	42
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY												
ELE OBJ		ACCOUNT DESCRIPTION	*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
			BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				
52 **	OPERATING SUPPLIES		3675	2583.20	70	30221	23354.31	77	4013.76	44927	17558.93	61
53-00	ROAD MATERIALS/SUPPLIES		0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES		0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS		62	.00	0	496	916.00	185	.00	750	166.00-	122
54 **	MEMBERSHIP/PUBLICATIONS		62	.00	0	496	916.00	185	.00	750	166.00-	122
55-00	TRAINING		729	.00	0	5832	1137.00	20	.00	8750	7613.00	13
55 **	TRAINING		729	.00	0	5832	1137.00	20	.00	8750	7613.00	13
56-15	IT-RELATED OPERATING EXP		0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS		0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION		0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION		0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND		406	2030.20	500	406	2030.20	500	.00	2031	.80	100
61 **	LAND		406	2030.20	500	406	2030.20	500	.00	2031	.80	100
63-00	INFRASTRUCTURE		85678	45435.35	53	566756	670607.10	118	200347.57	909456	38501.33	96
63-07	IMPROVE OTHER THAN BLDG		0	.00	0	0	.00	0	.00	0	.00	0
63-08	FISKE BLVD CEI		0	.00	0	0	.00	0	.00	0	.00	0
63-35	US1/FOREST AV S/W FACILTY		4657	.00	0	32599	51221.96	157	.00	51222	.04	100
63-36	N FSK S/W PND FLOAT WTLND		0	.00	0	0	.00	0	.00	0	.00	0
63-69	DIX/IRVR DR RESIL 23FRP03		0	.00	0	0	.00	0	.00	0	.00	0
63-73	FISKE CONSTRUCTION		18294	10355.00	57	128054	136473.48	107	64744.52	201219	1.00	100
63 **	INFRASTRUCTURE		108629	55790.35	51	727409	858302.54	118	265092.09	1161897	38502.37	97
64-00	MACHINERY & EQUIPMENT		11320	134870.00	1191	89588	134870.00	151	.00	134870	.00	100
64-15	IT HARDWARE		0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT		11320	134870.00	1191	89588	134870.00	151	.00	134870	.00	100
65-00	CONSTRUCTION IN PROGRESS		0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY		*****MONTH-TO-DATE*****			*****YEAR-TO-DATE*****			ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP				

65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
71-35	SBITA - SAMSARA	213	519.65	244	1704	2062.07	121	498.51	2561	.42	100
71 **	PRINCIPAL	213	519.65	244	1704	2062.07	121	498.51	2561	.42	100
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	3	4.75	158	24	35.53	148	1.97	38	.50	99
72 **	DEBT SERVICE - INTEREST	3	4.75	158	24	35.53	148	1.97	38	.50	99
91-01	TO GENERAL FUND (001)	18320	91600.00	500	18320	91600.00	500	.00	91600	.00	100
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	18320	91600.00	500	18320	91600.00	500	.00	91600	.00	100
94-01	TXFR TO GF OH ALLOC (001)	27344	27344.00	100	218752	218752.00	100	.00	328128	109376.00	67
94 **	INTERFUND TRANSFER	27344	27344.00	100	218752	218752.00	100	.00	328128	109376.00	67
FUND 423	TOTAL *****										
	STORMWATER UTILITY	270011	392151.96	145	1971156	1960058.30	99	432954.70	3051338	658325.00	78
GRAND	TOTAL *****										
		270011	392151.96	145	1971156	1960058.30	99	432954.70	3051338	658325.00	78

CITY COUNCIL AGENDA ITEM

Memo Date: June 4, 2025
Agenda Date: June 10, 2025
File ID: 2025-525
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Stockton Whitten, City Manager
Requested Action: Informational Item Only

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2025 through May 31st, 2025.

Section 5. - Appropriations.

(a) Appropriations for expenditures shall be established by the budget, and from the effective date of the budget the various amounts stated therein as proposed expenditures shall be and become appropriated to the various objects and purposes set forth in the budget.

(b) At any time during the fiscal year, the city council may, by resolution, transfer part or all of the unencumbered appropriation balance from one department or major organizational unit to the appropriation for other departments or major organizational units. The city manager may transfer part or all of any unencumbered appropriation balances among programs within a department or organizational unit and shall report such transfers to the city council in writing in a timely manner. The monetary amount of the city manager's transfer authority shall be established by the city council by resolution.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
11/12/2024	001-0000-331.20-29	\$416	ENC/BUDADJ PO ROLL	399
	001-0000-334.50-55	\$60,781		
	001-0000-334.70-11	\$134,764		
	001-0000-389.99-50	\$4,213,584		
11/19/2024	001-0000-389.90-00	\$1,199,955	TEMP AFB PUMPER TRUCK RESOLUTION# 2024-105	
11/20/2024	001-0000-331.20-31	\$13,263	FY25 BPV GRANT RESOLUTION# 2024-104	
	001-0000-389.99-50	(\$13,263)		
11/30/2024	001-0000-381.91-10	(\$800)	13) CRA POLICE DETAIL OCT-NOV CLEANUP	
	001-0000-389.90-00	\$800		
12/10/2024	001-0000-334.50-55	\$54	CAPITAL ROLL RESOLUTION# 2024-112	
	001-0000-369.90-04	\$5,000		
	001-0000-389.99-50	\$2,758,520		
	001-0000-384.00-00	\$309,793	FIRE COMMUNICATIONS-DEBT RESOLUTION# 2024-113	
01/14/2025	001-0000-389.99-50	\$22,500	COCOA UPSTART PROGRAM RESOLUTION# 2025-002	
01/21/2025	001-0000-331.20-32	\$15,653	ACCEPT FY25 JAG GRANT RESOLUTION# 2025-003	
01/28/2025	001-0000-389.99-50	\$186,822	BOA LEASE DEBTSERVICE PMT	
	001-0000-384.00-00	(\$2,150,698)	UNDO FY25 BUDGET ESTIMATED DEBT FINANCING	
	001-0000-384.00-00	(\$309,793)	UNDO FY25 BUDGET ESTIMATE FIRE COMMUNICATIONS	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
01/28/2025	001-0000-389.90-00	(\$1,199,955)	UNDO FY25 BUDGET ESTIMATE TEMP AFB FIRE ENGINE	399
	001-0000-389.99-50	(\$380,000)	UNDO FY25 INTERFUND TXFR ESTIMATED DEBT FINANCING	
01/30/2025	001-0000-389.99-50	\$32,123	EMERGENCY NONREIMBURSABLE RESOLUTION# 2025-005	
	001-0000-389.99-50	\$241,013	MILTON REIMBURSABLE RESOLUTION# 2025-005	
01/31/2025	001-0000-384.00-00	\$2,495,000	2024 BOA LEASE BUDGET	
02/27/2025	001-0000-334.50-55	\$11,300	AMENDMENT#1 FDEP GRANT RESOLUTION# 2025-008	
	001-0000-389.99-50	\$200,000	ECON INCENTIVE BRIGHTLINE RESOLUTION# 2025-012	
03/18/2025	001-0000-381.91-14	\$13,934	ARPA INTEREST TRANSFERS RESOLUTION# 2024-115	
	001-0000-389.99-50	(\$13,934)		
	001-0000-334.70-11	\$5,830	BUDGET ROLL (GRANT AMT) RESOLUTION# 2025-017	
	001-0000-389.99-50	\$5,830	BUDGET ROLL (50% MATCH) RESOLUTION# 2025-017	
	001-0000-334.70-11	(\$8,150)	RETAINAGE (GRANT PORTION) RESOLUTION# 2025-017	
	001-0000-389.99-50	(\$8,150)	RETAINAGE (50% MATCH AMT) RESOLUTION# 2025-017	
	001-0000-334.70-11	\$2,102	ROLL PO#80938 (GRANT AMT) RESOLUTION# 2025-017	
	001-0000-389.99-50	\$2,102	ROLL PO#80938 (50% MATCH) RESOLUTION#	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number
03/18/2025			2025-017		399
	001-0000-334.70-11	\$65,280	ROLL PO#82428 (GRANT AMT)	RESOLUTION# 2025-017	
	001-0000-389.99-50	\$65,280	ROLL PO#82428 (50% MATCH)	RESOLUTION# 2025-017	
	001-0000-334.70-11	(\$134,764)	UNDO YE ROLL	RESOLUTION# 2025-017	
03/21/2025	001-0000-389.99-50	\$840,000	ASSIGN FY22 CONTIGENCY	RESOLUTION# 2024-116	
	001-0000-389.99-50	(\$964,057)	UNDO YE ROLL	RESOLUTION# 2024-116	
	001-0000-389.99-50	(\$475,735)	UNDO YE ROLL	RESOLUTION# 2025-016	
04/22/2025	001-0000-366.00-00	\$11,004	ALLEGRA DONATION .59 ACRE	RESOLUTION# 2025-023	
	001-0000-366.00-00	\$203,296	ALLEGRA DONATION 10.9ACRE	RESOLUTION# 2025-023	
04/24/2025	001-0000-389.99-50	\$500,000	AFB - ANNUAL PAVING	RESOLUTION# 2025-025	
05/13/2025	001-0000-381.91-23	\$91,600	LIGHTING LOAD CLAW TRUCK	RESOLUTION# 2025-028	
	001-0000-389.99-50	\$127,423			
05/30/2025	001-0000-389.99-50	\$10,374	DR4773 PW7205 DEOBLIGATE	RESOLUTION# 2025-033	
17	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total		\$8,186,097
17	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	GENERAL FUND		\$8,186,097
11/12/2024	104-0000-389.99-50	\$53,880	ENC/BUDADJ	PO ROLL	399

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
03/18/2025	104-0000-389.99-10	\$24,154	CHDO CARRYFORWARD RESOLUTION# 2025-017	399
	104-0000-389.99-10	\$1,707	FY24 ADMIN CARRYFORWARD RESOLUTION# 2025-017	
	104-0000-389.99-50	(\$53,880)	UNDO YE ROLL RESOLUTION# 2025-017	
	104-0000-389.99-10	\$154,800	1ST TIME HB CARRYFORWARD RESOLUTION# 2025-017	
03/21/2025	104-0000-331.54-00	(\$12,789)	HOME FY24-25 DISBURSEMENT RESOLUTION# 2025-021	
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$167,872
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	BREVARD COUNTY HOME	\$167,872
11/12/2024	105-0000-389.99-10	\$3,575	ENC/BUDADJ PO ROLL	399
03/18/2025	105-0000-389.99-10	\$3,634	FY23 INTEREST CARRYFORWRD RESOLUTION# 2025-017	
	105-0000-389.99-10	\$68,881	FY23 REMAINING BUDGET RESOLUTION# 2025-017	
	105-0000-389.99-10	\$228,460	FY24 BUDGET TO ROLL RESOLUTION# 2025-017	
	105-0000-389.99-10	\$1,658	FY24 CR - 1510 N KENTUCKY RESOLUTION# 2025-017	
	105-0000-389.99-10	\$101	FY24 HHRP RESOLUTION# 2025-017	
	105-0000-389.99-10	\$7,203	FY24 INTEREST CARRYFORWRD RESOLUTION# 2025-017	
2	Total Budget	Total Budget	Division 0000 Total	\$313,512

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
Amendments/Transfers		Amendments/Transfers		
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	SHIP/HOUSING ASSISTANCE	\$313,512
11/12/2024	107-0000-389.99-50	\$17,616	ENC/BUDADJ PO ROLL	399
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$17,616
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	BUILDING PERMITS	\$17,616
11/12/2024	110-0000-389.99-50	\$76,779	ENC/BUDADJ PO ROLL	399
12/10/2024	110-0000-389.99-50	\$932,242	CAPITAL ROLL RESOLUTION# 2024-112	
01/06/2025	110-0000-338.00-00	(\$89,319)	SHORE UP CCRA TIF REVENUE RESOLUTION# CCRA 2024-250	
02/05/2025	110-0000-389.99-50	\$5,000	LEGAL FEE TOP-UP RESOLUTION# CCRA-2025-007	
4	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$924,702
4	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	CRA COCOA RDA	\$924,702
11/12/2024	111-0000-389.99-50	\$52,991	ENC/BUDADJ PO ROLL	399
12/10/2024	111-0000-389.99-50	\$183,323	CAPITAL ROLL RESOLUTION# 2024-112	
01/27/2025	111-0000-338.00-00	(\$45,528)	COUNTY DSCRA TIF REVENUE RES.# DSCRA 2025-046	
	111-0000-389.99-50	\$32,500	DSCRA UPSTART GRANT RES.# DSCRA 2025-039	
	111-0000-338.00-00	(\$2,207)	D4 DSCRA TIF REVENUE RES.# DSCRA	

**FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025**

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
01/27/2025			2025-046	399
03/01/2025	111-0000-389.99-50	\$10,000	ANR PRGRM AWARD INCREASE RES# DSCRA-2025-047	
4	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$231,079
4	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	CRA DIAMOND SQUARE 626	\$231,079
11/12/2024	130-0000-331.90-02	\$279,022	ENC/BUDADJ PO ROLL	399
12/12/2024	130-0000-331.90-02	\$121,204	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	
03/18/2025	130-0000-361.10-00	\$13,934	ARPA INTEREST TRANSFERS RESOLUTION# 2024-115	
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$414,160
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	AMERICAN RESCUE PLAN FUND	\$414,160
02/11/2025	142-0000-389.99-50	\$10,000	STATE FORFUTURE FUNDS RESOLUTION# 2025-007	2164
03/27/2025	142-0000-389.99-50	\$10,000	INTEL/LEADERSHIP TRAINING RESOLUTION# 2025-007	
	142-0000-389.99-50	(\$10,000)	STATE FORFUTURE FUNDS REVERSE GROUP# 2025-02164	
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$10,000
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	POLICE SPECIAL EDUCATION	\$10,000

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
10/14/2024	143-0000-389.99-50	\$6,825	EXPEND FEDERAL FORFEITURE RESOLUTION #: 24-096	123
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$6,825
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	FEDERAL FORFEITURE FUND	\$6,825
01/28/2025	201-0000-381.91-01	\$186,822	BOA LEASE DEBTSERVICE PMT	1775
	201-0000-381.91-01	(\$380,000)	UNDO FY25 INTERFUND TXFR ESTIMATED DEBT FINANCING	
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	(\$193,178)
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	DEBT SERVICE FUND	(\$193,178)
11/12/2024	303-0000-331.90-01	\$1,772,649	ENC/BUDADJ PO ROLL	399
	303-0000-389.99-50	(\$152,319)	RETAINAGE RES. #24-103	
12/10/2024	303-0000-331.90-01	\$333,401	CAPITAL ROLL RESOLUTION# 2024-112	399
03/21/2025	303-0000-389.99-50	\$343,177	FIX NON GRANT FISKE ROLL RESOLUTION# 2025-014	
	303-0000-331.90-01	\$1,937,668	REMAINING CONSTRUCTION RESOLUTION# 2025-014	
	303-0000-331.90-01	\$70,758	SDC REIMBURSABLE RESOLUTION# 2025-014	
	303-0000-331.90-01	\$15,395	SDC REIMBURSABLE REVISIT* RESOLUTION# 2025-014	
	303-0000-331.90-01	(\$333,401)	UNDO CAPITAL ROLL RESOLUTION# 2025-014	
	303-0000-331.90-01	(\$1,772,649)	UNDO PO ROLL (ENC/BUDADJ) RESOLUTION#	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
03/21/2025			2025-014	399
	303-0000-389.99-50	\$152,319	UNDO RETAINAGE RESOLUTION# 2025-014	
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$2,366,998
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	FISKE BV CMPLT STRTSCAPE	\$2,366,998
11/12/2024	304-0000-337.30-21	\$133,724	ENC/BUDADJ PO ROLL	399
12/10/2024	304-0000-337.30-21	\$2,020	CAPITAL ROLL RESOLUTION# 2024-112	
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$135,744
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	T DOCKS / BREAKWATER	\$135,744
11/12/2024	421-0000-389.99-50	\$3,144,828	ENC/BUDADJ PO ROLL	399
12/10/2024	421-0000-389.99-50	\$277,106	CAPITAL ROLL RESOLUTION# 2024-112	
01/30/2025	421-0000-389.99-50	\$81,536	MILTON REIMBURSABLE RESOLUTION# 2025-005	
03/18/2025	421-0000-389.99-50	\$9,355	CORRECT DEBT SERVICE PMT RESOLUTION# 2025-015	
04/22/2025	421-0000-389.99-50	\$102,776	BRANDES BUDG 4 OTHER OBLG RESOLUTION# 2025-026	
	421-0000-389.99-50	\$528,113	BRANDES BUDG 4 OTHER PROJ RESOLUTION# 2025-026	
	421-0000-389.99-50	(\$630,889)	BRANDES STTLD PROJ CLOSED RESOLUTION# 2025-026	
	421-0000-369.90-06	\$675,000	BRANDES STTLMNT CA-030750 RESOLUTION#	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
04/22/2025	421-0000-389.99-50	(\$675,000)	2025-026	399
05/13/2025	421-0000-369.90-06	\$1,000,000	BRANDES STTLMNT CA-033989 RESOLUTION# 2025-029	
	421-0000-389.99-50	(\$1,000,000)		
	421-0000-369.90-06	\$1,000,000	CYPRESS STTLMNT CA-033989 RESOLUTION# 2025-029	
	421-0000-389.99-50	(\$1,000,000)		
	421-0000-389.99-50	(\$45,243)	PO#71959 LIQUIDATION RESOLUTION# 2025-029	
	421-0000-369.90-06	\$450,000	WESTFLD STTLMNT CA-033989 RESOLUTION# 2025-029	
	421-0000-389.99-50	(\$450,000)		
6	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$3,467,582
6	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	WATER/SEWER FUND	\$3,467,582
03/18/2025	422-0000-324.02-01	(\$8,535)	CORRECT DEBT SERVICE PMT RESOLUTION# 2025-015	2612
	422-0000-324.02-11	(\$820)		
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	(\$9,355)
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	WATER/SEWER IMPACT FEE	(\$9,355)
11/12/2024	423-0000-338.10-05	\$51,222	ENC/BUDADJ PO ROLL	399
	423-0000-389.99-50	\$623,948		
	423-0000-389.99-50	(\$15,337)	RETAINAGE RES. #24-103	
03/21/2025	423-0000-389.99-50	\$201,219	REMAINING CONSTRUCTION RESOLUTION# 2025-014	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
03/21/2025	423-0000-389.99-50	(\$214,165)	UNDO PO ROLL (ENC/BUDADJ) RESOLUTION# 2025-014	399
	423-0000-389.99-50	\$12,947	UNDO RETAINAGE RESOLUTION# 2025-014	
05/13/2025	423-0000-389.99-50	\$91,600	LIGHTING LOAD CLAW TRUCK RESOLUTION# 2025-028	
	423-0000-366.00-00	\$500	WALMART LAND DONATION RESOLUTION# 2025-027	
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$751,934
3	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	STORMWATER UTILITY	\$751,934
11/12/2024	424-0000-334.35-01	\$2,615,124	ENC/BUDADJ PO ROLL	399
	424-0000-389.99-50	\$12,711,882		
	424-0000-389.99-50	(\$429,470)	RETAINAGE RES. #24-103	
12/10/2024	424-0000-389.99-50	\$19,337,776	CAPITAL ROLL RESOLUTION# 2024-112	
	424-0000-381.91-21	\$26,260	VORTEX MANHOLE LINING RESOLUTION# 2024-111	
01/28/2025	424-0000-331.35-02	\$1,200,000	PINEDA PHASE 2 GRANT -FED RESOLUTION# 2025-004	
	424-0000-334.35-02	\$135,000	PINEDA PHASE2 GRANT-STATE RESOLUTION# 2025-004	
03/18/2025	424-0000-381.91-25	\$374,000	COCOA GROVES&WINWARD TXFR RESOLUTION# 2025-015	
	424-0000-389.99-50	(\$374,000)		
03/21/2025	424-0000-389.99-50	\$444,671	REMAINING CONSTRUCTION RESOLUTION# 2025-014	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number
03/21/2025	424-0000-389.99-50	\$15,395	SDC REIMBURSABLE	RESOLUTION# 2025-014	399
	424-0000-389.99-50	(\$1,785)	UNDO CAPITAL ROLL	RESOLUTION# 2025-014	
	424-0000-389.99-50	(\$481,427)	UNDO PO ROLL (ENC/BUDADJ)	RESOLUTION# 2025-014	
	424-0000-389.99-50	\$23,146	UNDO RETAINAGE	RESOLUTION# 2025-014	
04/22/2025	424-0000-381.91-21	\$528,113	BRANDES BUDG 4 OTHER PROJ	RESOLUTION# 2025-026	
05/13/2025	424-0000-389.99-50	(\$49,446)	PO#79678 LIQUIDATION	RESOLUTION# 2025-029	
	424-0000-389.99-50	(\$587,306)	UNENCUMBERED PROJECT BAL.	RESOLUTION# 2025-029	
7	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total		\$35,487,933
7	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	RENEWAL & REPLACE FUND		\$35,487,933
03/18/2025	425-0000-389.99-50	\$374,000	COCOA GROVES&WINWARD TXFR RESOLUTION# 2025-015		2610
	425-0000-381.91-21	\$9,355	CORRECT DEBT SERVICE PMT RESOLUTION# 2025-015		
	425-0000-381.91-42	(\$9,355)			
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total		\$374,000
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	W/S RESTRICTED ASSETS		\$374,000
10/08/2024	427-0000-389.84-00	\$4,243,270	TCR PROJECT TASK #2	RESOLUTION #: 24-097	122
11/12/2024	427-0000-389.84-00	\$80,073	ENC/BUDADJ	PO ROLL	

**FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025**

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$4,323,343
2	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	TCR/SJR PROJECT	\$4,323,343
11/12/2024	520-0000-389.99-10	\$12,043	ENC/BUDADJ PO ROLL	399
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	Division 0000 Total	\$12,043
1	Total Budget Amendments/Transfers	Total Budget Amendments/Transfers	WORKERS COMPENSATION FUND	\$12,043
51 Transfers & Amendments Between Oct 1, 2024 and May 31, 2025 FY 2025 Total Transfer & Amendments \$56,988,907 NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero Report: Revenue Budget Tracking Worksheet Run by: Zoie R. Badalov Date: 06/05/2025				

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1000 - CITY COUNCIL					
1000 - CITY COUNCIL	11/12/2024	001-1000-511.40-00	\$105	ENC/BUDADJ	399
		001-1000-511.48-00	\$1,000		
	11/30/2024	001-1000-511.54-00	\$500	14) COUNCIL EVENT TABLES OCT-NOV CLEANUP	876
		001-1000-511.48-00	(\$500)		
2	Total Budget Amendments/Transfers		Division 1000 Total		\$1,105
1100 - CITY MANAGER'S OFFICE					
1100 - CITY MANAGER'S OFFICE	02/01/2025	001-1100-512.48-00	(\$35)	RECLASS POLO TO UNIFORMS JANUARY CLEANUP	2165
		001-1100-512.52-02	\$35		
1	Total Budget Amendments/Transfers		Division 1100 Total		\$0
1104 - PLANNING					
1104 - PLANNING	11/12/2024	001-1104-515.34-00	\$95,973	ENC/BUDADJ	399
	02/28/2025	001-1104-515.56-15	\$660	BLUEBEAM REVU SOFTWARE FEBRUARY CLEANUP	2397
		001-1104-515.42-00	(\$660)		
2	Total Budget Amendments/Transfers		Division 1104 Total		\$95,973
1203 - INFORMATION TECHNOLOGY					
1203 - INFORMATION TECHNOLOGY	11/12/2024	001-1203-516.41-00	\$546	ENC/BUDADJ	399
		001-1203-516.56-15	\$8,380		
		001-1203-516.46-00	\$10,770		
		001-1203-516.52-00	\$20,568		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1203 - INFORMATION TECHNOLOGY	12/10/2024	001-1203-516.63-00	\$13,377	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-1203-516.64-15	\$20,287		
	02/01/2025	001-1203-516.56-15	(\$15,380)	GENERAL IT BUDGET MAINT. JANUARY CLEANUP	2165
		001-1203-516.64-15	\$8,380		
		001-1203-516.41-00	\$7,000		
	02/28/2025	001-1203-516.63-00	\$0	FIBER RING PROJECT FEBRUARY CLEANUP	2397
	04/01/2025	001-1203-516.63-00	(\$45,000)	4)TECH MEMBERSHIP RENEWAL MARCH CLEANUP	3136
		001-1203-516.54-00	\$45,000		
	04/30/2025	001-1203-516.52-00	(\$24,483)	13) BLUE-ALLY RECLASS APRIL CLEANUP	3409
		001-1203-516.64-00	\$24,483		

6	Total Budget Amendments/Transfers	Division 1203 Total	\$73,928
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1500 - FINANCE GENERAL ACCOUNTNG

1500 - FINANCE GENERAL ACCOUNTNG	11/30/2024	001-1500-513.56-15	\$1,000	11) ACFR SOFTWARE COSTS OCT-NOV CLEANUP	876
		001-1500-513.12-00	(\$1,000)		
	12/10/2024	001-1500-513.55-00	\$420	CAPITAL ROLL RESOLUTION# 2024-112	1017

2	Total Budget Amendments/Transfers	Division 1500 Total	\$420
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1600 - GENERAL OPERATIONS

1600 - GENERAL OPERATIONS	11/12/2024	001-1600-513.31-00	\$69,063	ENC/BUDADJ	399
		001-1600-513.55-02	\$9,497		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	11/12/2024	001-1600-513.32-00	\$60,800	ENC/BUDADJ	399
		001-1600-513.34-00	\$12,218		
		001-1600-513.49-00	\$50,218		
	12/10/2024	001-1600-513.39-02	\$964,057	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-1600-513.55-00	\$900		
		001-1600-513.39-01	\$475,735		
	01/28/2025	001-1600-581.91-20	\$186,822	BOA LEASE DEBTSERVICE PMT	1777
		001-1600-513.64-00	(\$39,495)	UNDO FY25 BUDGET CH POOLED VEHICLE	1774
		001-1600-581.91-20	(\$380,000)	UNDO FY25 INTERFUND TXFR ESTIMATED DEBT FINANCING	1775
	01/31/2025	001-1600-513.64-00	\$40,656	2024 BOA LEASE BUDGET CH POOLED VEHICLE	1776
		001-1600-513.73-00	\$30,214	2024 BOA LEASE BUDGET DEBT SERVICE COSTS	1776
	03/18/2025	001-1600-513.39-00	\$15,558	MATCH SOLID WASTE PMT SEE 3-18 CLERK'S JOURNAL	2599
	03/21/2025	001-1600-517.71-72	\$22,831	BRIGHTLY SBITA SEE 3-18 CLERK'S JOURNAL	2604
		001-1600-517.72-72	\$1,426		
		001-1600-513.39-02	\$240,000	MUSEUM CAPITAL RESOLUTION# 2024-116	2608
		001-1600-513.39-02	\$300,000	POLICE & FIRE CADETS RESOLUTION# 2024-116	2608
		001-1600-513.39-02	\$300,000	POLICE & FIRE RECRUITMENT RESOLUTION# 2024-116	2608

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	03/21/2025	001-1600-513.39-02	(\$964,057)	UNDO YE ROLL RESOLUTION# 2024-116	2608
		001-1600-513.39-01	(\$475,735)	UNDO YE ROLL RESOLUTION# 2025-016	2607

6	Total Budget Amendments/Transfers	Division 1600 Total			\$920,708
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1601 - EMERGENCY/DISASTER SVS

1601 - EMERGENCY/DISASTER SVS	01/30/2025	001-1601-525.12-00	\$184,714	MILTON REIMBURSABLE RESOLUTION# 2025-005	1758
		001-1601-525.22-03	\$67		
		001-1601-525.24-00	\$336		
		001-1601-525.49-00	\$19,604		
		001-1601-525.23-09	\$85		
		001-1601-525.22-00	\$1,576		
		001-1601-525.23-08	\$39		
		001-1601-525.21-00	\$13,499		
		001-1601-525.23-00	\$81		
		001-1601-525.22-01	\$6,526		
		001-1601-525.23-07	\$220		
		001-1601-525.46-02	\$8,279		
		001-1601-525.23-04	\$5,987		
	05/30/2025	001-1601-525.49-00	\$10,374	DR4773 PW7205 DEOBLIGATE RESOLUTION# 2025-033	3738

2	Total Budget Amendments/Transfers	Division 1601 Total			\$251,387
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FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number
1805 - CITY CLERK						
1805 - CITY CLERK	11/30/2024	001-1805-513.52-00	(\$288)	7) NEXT REQUEST SOFTWARE	OCT-NOV CLEANUP	876
		001-1805-513.56-15	\$288			
	02/01/2025	001-1805-513.14-00	(\$676)	COVER ACCRUAL PAYOUT	JANUARY CLEANUP	2165
		001-1805-513.12-12	\$676			
2	Total Budget Amendments/Transfers		Division 1805 Total		\$0	
1905 - ECONOMIC DEVELOPMENT						
1905 - ECONOMIC DEVELOPMENT	01/14/2025	001-1905-559.83-11	\$22,500	COCOA UPSTART PROGRAM RESOLUTION# 2025-002		1594
	02/27/2025	001-1905-559.31-00	\$200,000	ECON INCENTIVE BRIGHTLINE RESOLUTION# 2025-012		2210
2	Total Budget Amendments/Transfers		Division 1905 Total		\$222,500	
1906 - COMMUNICATION/GRANTS						
1906 - COMMUNICATION/GRANTS	01/03/2025	001-1906-513.23-04	(\$300)	DECEMBER CLEANUP	6) VERIZON PO# 83088	1525
1	Total Budget Amendments/Transfers		Division 1906 Total		(\$300)	
1990 - LEISURE SERVICES						
1990 - LEISURE SERVICES	01/03/2025	001-1990-574.41-00	\$300	DECEMBER CLEANUP	6) VERIZON PO# 83088	1525
1	Total Budget Amendments/Transfers		Division 1990 Total		\$300	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	11/12/2024	001-2100-521.52-38	\$416	ENC/BUDADJ	399
		001-2100-521.64-00	\$117,383		
		001-2100-521.46-02	\$20,125		
		001-2100-521.56-15	\$11,250		
	11/20/2024	001-2100-521.52-40	\$26,526	FY25 BPV GRANT RESOLUTION# 2024-104	665
		001-2100-521.52-00	(\$26,526)		
	11/30/2024	001-2100-521.55-00	\$3,800	1) CODC CLASS OCT-NOV CLEANUP	876
		001-2100-521.40-00	(\$3,800)		
		001-2100-521.14-00	\$0	13) CRA POLICE DETAIL OCT-NOV CLEANUP	876
		001-2100-521.41-00	\$0	4) COMMAND POST AIR CARDS OCT- NOV CLEANUP	876
	12/10/2024	001-2100-521.14-00	\$5,000	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-2100-521.64-00	\$13,653		
	01/03/2025	001-2100-521.56-15	\$0	DECEMBER CLEANUP 3) FLOCK PROJECT PO#83242	1525
		001-2100-521.49-00	\$2,020	DECEMBER CLEANUP 7) PD VEHICLE REPAIRS	1525
		001-2100-521.46-03	(\$2,020)		
	01/14/2025	001-2100-521.64-00	(\$60,958)	REPLENISH ANNUAL PAVING CLERK'S JOURNAL 1.14.25	1593
	01/21/2025	001-2100-521.14-00	\$14,000	ACCEPT FY25 JAG GRANT RESOLUTION# 2025-003	1592
		001-2100-521.48-01	\$1,653		
	01/28/2025	001-2100-521.64-00	(\$65,000)	UNDO FY25 BUDGET ESTIMATE PD	1774

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	01/28/2025			REPLACEMENT VEHICLE	
		001-2100-521.64-00	(\$192,652)	UNDO FY25 BUDGET ESTIMATE PD 29 PORTABLE RADIOS	1774
		001-2100-521.64-00	(\$405,551)	UNDO FY25 BUDGET ESTIMATE PD 50 MOBILE RADIOS	1774
	01/31/2025	001-2100-521.64-00	\$62,070	2024 BOA LEASE BUDGET PD REPLACEMENT VEHICLE	1776
	02/04/2025	001-2100-521.64-00	\$598,203	CORR BAF25-023A DIV CODE	1822
	04/01/2025	001-2100-521.46-02	\$13,665	9) PARKING LOT&EV STATION MARCH CLEANUP	3136
		001-2100-521.46-03	(\$32,393)	9) PARKING, EV, LOCKERS MARCH CLEANUP	3136
		001-2100-521.46-02	\$18,728	9) PD LOCKER ROOM REHAB MARCH CLEANUP	3136
	04/30/2025	001-2100-521.64-00	\$47,015	10) REPLACE K-9 VEHICLE APRIL CLEANUP	3409
		001-2100-521.52-30	(\$22,080)		
		001-2100-521.46-03	(\$24,935)		
	05/13/2025	001-2100-521.62-00	\$31,275	POLICE LOCKERROOM PROJECT SEE 5-13 CLERK'S JOURNAL	3521
		001-2100-521.46-03	(\$149)		
		001-2100-521.46-02	(\$31,126)		
	13	Total Budget Amendments/Transfers	Division 2100 Total		
2101 - POLICE COMMUNICATIONS					
2101 - POLICE COMMUNICATIONS	11/12/2024	001-2101-521.56-15	\$57,600	ENC/BUDADJ	399

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2101 - POLICE COMMUNICATIONS	01/03/2025	001-2101-521.13-00	\$75,000	DECEMBER CLEANUP 1) COVER OTHER PD WAGES	1525
		001-2101-521.12-00	(\$75,000)		
		001-2101-521.12-12	\$23,836	DECEMBER CLEANUP 1) PD INTENT TO RETIRE	1525
		001-2101-521.23-04	(\$23,836)		
	01/31/2025	001-2101-521.64-00	\$192,667	2024 BOA LEASE BUDGET PD 29 PORTABLE RADIOS	1776
		001-2101-521.64-00	\$405,615	2024 BOA LEASE BUDGET PD 50 MOBILE RADIOS	1776
	02/04/2025	001-2101-521.64-00	(\$192,652)	UNDO FY25 BUDGET ESTIMATE PD 29 PORTABLE RADIOS	1822
		001-2101-521.64-00	(\$405,551)	UNDO FY25 BUDGET ESTIMATE PD 50 MOBILE RADIOS	1822
	04/01/2025	001-2101-521.12-00	(\$2,878)	8) COVER ACCRUAL PAYOUTS MARCH CLEANUP	3136
		001-2101-521.12-12	\$2,878		
		001-2101-521.12-00	(\$399)	8) COVER CONTRACT WAGES MARCH CLEANUP	3136
		001-2101-521.12-06	\$399		

5	Total Budget Amendments/Transfers	Division 2101 Total	\$57,679
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2132 - CODE ENFORCEMENT

2132 - CODE ENFORCEMENT	11/30/2024	001-2132-524.49-00	(\$1,440)	12) CODE ENFORCE AIRCARDS OCT-NOV CLEANUP	876
		001-2132-524.41-00	\$1,440		

1	Total Budget Amendments/Transfers	Division 2132 Total	\$0
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2200 - FIRE ADMINISTRATION

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2200 - FIRE ADMINISTRATION	11/12/2024	001-2200-522.52-02	\$2,500	ENC/BUDADJ	399
1	Total Budget Amendments/Transfers	Division 2200 Total		\$2,500	
2201 - FIRE OPERATIONS					
2201 - FIRE OPERATIONS	11/12/2024	001-2201-522.64-00	\$1,500,000	ENC/BUDADJ	399
		001-2201-522.34-00	\$16,000		
		001-2201-522.52-05	\$4,786		
		001-2201-522.52-02	\$27,085		
		001-2201-522.46-00	\$9,816		
	11/19/2024	001-2201-522.64-00	\$1,199,955	TEMP AFB PUMPER TRUCK RESOLUTION# 2024-105	664
	11/30/2024	001-2201-522.52-02	(\$295)	6) COMMUNICATIONS OCT-NOV CLEANUP	876
		001-2201-522.41-00	\$295		
	12/10/2024	001-2201-522.64-15	\$309,793	FIRE COMMUNICATIONS-DEBT RESOLUTION# 2024-113	1022
	01/28/2025	001-2201-522.64-15	(\$309,793)	UNDO FY25 BUDGET ESTIMATE FIRE COMMUNICATIONS	1778
		001-2201-522.64-00	(\$1,120,000)	UNDO FY25 BUDGET ESTIMATE FIRE ENGINE	1774
		001-2201-522.64-00	(\$1,199,955)	UNDO FY25 BUDGET ESTIMATE TEMP AFB FIRE ENGINE	1778
	01/31/2025	001-2201-522.64-15	\$309,793	2024 BOA LEASE BUDGET FIRE COMMUNICATIONS	1776
		001-2201-522.64-00	\$1,119,995	2024 BOA LEASE BUDGET FIRE ENGINE	1776

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2201 - FIRE OPERATIONS	02/28/2025	001-2201-522.52-02	(\$200)	COMMUNICATIONS SHORTAGE FEBRUARY CLEANUP	2397
		001-2201-522.41-00	\$200		
		001-2201-522.12-12	\$6,141	COVER ACCRUAL PAYOUT FEBRUARY CLEANUP	2397
		001-2201-522.12-00	(\$6,141)		
		001-2201-522.20-00	\$717	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		001-2201-522.12-00	(\$717)		
		001-2201-522.52-02	(\$18,750)	FIRE ALERTING SYSTEM FEBRUARY CLEANUP	2397
		001-2201-522.64-15	\$18,750		
	04/01/2025	001-2201-522.52-02	(\$500)	1) COVER CHARGES UNTIL YE MARCH CLEANUP	3136
		001-2201-522.49-00	\$500		
		001-2201-522.12-00	(\$12,858)	8) COVER ACCRUAL PAYOUTS MARCH CLEANUP	3136
		001-2201-522.12-12	\$12,858		
	04/30/2025	001-2201-522.52-02	(\$1,134)	6) COVER ACCT THRU END FY APRIL CLEANUP	3409
		001-2201-522.47-00	\$1,134		

9	Total Budget Amendments/Transfers	Division 2201 Total			\$1,867,475
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3200 - ADMINISTRATION

3200 - ADMINISTRATION	11/12/2024	001-3200-515.46-04	\$130,560	ENC/BUDADJ	399
		001-3200-515.31-16	\$4,204		
		001-3200-515.34-00	\$11,210		
		001-3200-515.31-17	\$60,781		
	12/10/2024	001-3200-515.61-00	\$241,379	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-3200-515.31-17	\$54		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3200 - ADMINISTRATION	02/27/2025	001-3200-515.31-17	\$11,300	AMENDMENT#1 FDEP GRANT RESOLUTION# 2025-008	2213
	03/18/2025	001-3200-515.46-04	(\$16,300)	RETAINAGE RESOLUTION# 2025-017	2598
		001-3200-515.31-16	\$4,204	ROLL PO#80938 RESOLUTION# 2025-017	2598
		001-3200-515.46-04	\$130,560	ROLL PO#82428 RESOLUTION# 2025-017	2598
		001-3200-515.46-04	(\$130,560)	UNDO YE ROLL RESOLUTION# 2025-017	2598
		001-3200-515.31-16	(\$4,204)		
		001-3200-515.46-04	\$11,660	UNENCUMBERED BUDGET ROLL RESOLUTION# 2025-017	2598
	04/30/2025	001-3200-515.46-03	(\$60)	7) COVER POSTAGE APRIL CLEANUP	3409
		001-3200-515.42-00	\$60		
5	Total Budget Amendments/Transfers		Division 3200 Total		\$454,848
3500 - ADMINISTRATION					
3500 - ADMINISTRATION	11/30/2024	001-3500-519.41-00	\$1,000	10) VERIZON BILL OCT-NOV CLEANUP	876
	01/03/2025	001-3500-519.56-15	\$3,000	DECEMBER CLEANUP 9) IWORQ SOFTWARE	1525
2	Total Budget Amendments/Transfers		Division 3500 Total		\$4,000
3510 - STREET MANAGEMENT					
3510 - STREET MANAGEMENT	11/12/2024	001-3510-541.63-00	\$11,363	ENC/BUDADJ	399
		001-3510-541.46-00	\$74,998		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3510 - STREET MANAGEMENT	11/12/2024	001-3510-541.31-00	\$40,120	ENC/BUDADJ	399
		001-3510-541.34-00	\$6,418		
	11/30/2024	001-3510-541.41-00	(\$1,000)	10) VERIZON BILL OCT-NOV CLEANUP	876
	12/10/2024	001-3510-541.63-00	\$0	RANGE ROAD PAVING	1020
	01/03/2025	001-3510-541.46-00	(\$3,000)	DECEMBER CLEANUP 9) IWORQ SOFTWARE	1525
	01/14/2025	001-3510-541.63-00	\$107,331	REPLENISH ANNUAL PAVING CLERK'S JOURNAL 1.14.25	1593
	01/28/2025	001-3510-541.64-00	(\$126,000)	UNDO FY25 BUDGET ESTIMATE PW REPLACEMENT FLATBED	1774
	01/31/2025	001-3510-541.64-00	\$132,885	2024 BOA LEASE BUDGET PW REPLACEMENT FLATBED	1776
	04/01/2025	001-3510-541.41-00	\$1,000	5) COMMS ACCT. SHORTFALL MARCH CLEANUP	3136
		001-3510-541.46-00	(\$1,000)		
	04/24/2025	001-3510-541.63-00	\$500,000	AFB - ANNUAL PAVING RESOLUTION# 2025-025	3170
	04/30/2025	001-3510-541.46-00	(\$10,000)	11) STRIPER REPLACEMENT APRIL CLEANUP	3409
		001-3510-541.64-00	\$10,000		
10	Total Budget Amendments/Transfers	Division 3510 Total		\$743,115	

3520 - PARKS & BEAUTIFICATION

3520 - PARKS & BEAUTIFICATION	11/12/2024	001-3520-572.64-00	\$46,373	ENC/BUDADJ	399
		001-3520-572.63-07	\$1,512,525		
	11/30/2024	001-3520-572.34-09	\$10,000	5) MOWING CONTRACTS OCT-NOV	876

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3520 - PARKS & BEAUTIFICATION	11/30/2024	001-3520-572.46-00	(\$10,000)	CLEANUP	876
		001-3520-572.63-00	(\$15,000)	9) PICKLE BALL LIGHTS GEN OCT-NOV CLEANUP	876
		001-3520-572.63-07	\$15,000		
	12/10/2024	001-3520-572.63-07	\$348,201	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-3520-572.46-03	\$7,209		
	01/14/2025	001-3520-572.64-00	(\$46,373)	REPLENISH ANNUAL PAVING CLERK'S JOURNAL 1.14.25	1593
	01/28/2025	001-3520-572.64-00	(\$15,000)	UNDO FY25 BUDGET ESTIMATE PW BEATIFICATION MOWER	1774
		001-3520-572.64-00	(\$72,000)	UNDO FY25 BUDGET ESTIMATE PW REPLACEMENT GRAPPLE	1774
		001-3520-572.64-00	(\$67,000)	UNDO FY25 BUDGET ESTIMATE PW REPLACEMENT VEH#117	1774
		001-3520-572.64-00	(\$48,000)	UNDO FY25 BUDGET ESTIMATE PW REPLACEMENT VEH#136	1774
	01/30/2025	001-3520-572.34-00	\$211	EMERGENCY NONREIMBURSABLE RESOLUTION# 2025-005	1758
		001-3520-572.31-03	\$6,540		
		001-3520-572.46-00	\$25,372		
	01/31/2025	001-3520-572.64-00	\$78,737	2024 BOA LEASE BUDGET PW REPLACEMENT GRAPPLE	1776
		001-3520-572.64-00	\$57,403	2024 BOA LEASE BUDGET PW REPLACEMENT VEH#117	1776
		001-3520-572.64-00	\$64,965	2024 BOA LEASE BUDGET PW REPLACEMENT VEH#136	1776
	02/01/2025	001-3520-572.64-00	\$9,489	PW MOWER JANUARY CLEANUP	2165

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3520 - PARKS & BEAUTIFICATION	02/25/2025	001-3520-572.64-00	\$0	CORRECT BAF25-022-T 2/25/25 CLERK'S JOURNAL	2211
		001-3520-572.64-00	\$0	SHORE UP PW GRAPPLE 2/25/25 CLERK'S JOURNAL	2211
		001-3520-572.64-00	\$0	SHORE UP 2 PW VEHICLES 2/25/25 CLERK'S JOURNAL	2211
	02/28/2025	001-3520-572.12-00	(\$605)	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		001-3520-572.20-00	\$605		
		001-3520-572.46-00	\$0	GIVE D4 PARK PROJ. BUDGET FEBRUARY CLEANUP	2397
		001-3520-572.34-00	\$5,000	SOLID WASTE MANAGEMENT FEBRUARY CLEANUP	2397
		001-3520-572.46-00	(\$5,000)		
	04/22/2025	001-3520-572.61-00	\$11,004	ALLEGRA DONATION .59 ACRE RESOLUTION# 2025-023	3169
		001-3520-572.61-00	\$203,296	ALLEGRA DONATION 10.9ACRE RESOLUTION# 2025-023	3169
	05/13/2025	001-3520-572.64-00	\$219,023	LIGHTING LOAD CLAW TRUCK RESOLUTION# 2025-028	3501
12	Total Budget Amendments/Transfers	Division 3520 Total		\$2,341,975	

3540 - PUBLIC WORKS- FLEET MAINT

3540 - PUBLIC WORKS- FLEET MAINT	11/12/2024	001-3540-519.64-00	\$173,227	ENC/BUDADJ	399
		001-3540-519.55-00	\$2,471		
	12/10/2024	001-3540-519.56-15	\$15,000	CAPITAL ROLL RESOLUTION# 2024-112	1017

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number	
3540 - PUBLIC WORKS-FLEET MAINT	02/28/2025	001-3540-519.20-00	\$275	COVER SHOE ALLOWANCE	FEBRUARY CLEANUP	2397	
		001-3540-519.12-00	(\$275)				
3	Total Budget Amendments/Transfers		Division 3540 Total		\$190,698		
3550 - SANITATION							
3550 - SANITATION	03/18/2025	001-3550-534.34-00	(\$15,558)	MATCH SOLID WASTE PMT	SEE 3-18 CLERK'S JOURNAL	2599	
1	Total Budget Amendments/Transfers		Division 3550 Total		(\$15,558)		
3560 - FACILITY MANAGEMENT							
3560 - FACILITY MANAGEMENT	11/12/2024	001-3560-519.46-02	\$8,802	ENC/BUDADJ		399	
		001-3560-519.46-00	\$28,551				
		001-3560-519.56-15	\$14,772				
		001-3560-519.64-00	\$152,754				
	11/30/2024	001-3560-519.46-00	(\$8,000)	9) PICKLE BALL LIGHTS GEN		OCT-NOV CLEANUP	876
		001-3560-519.44-00	\$8,000				
	12/10/2024	001-3560-519.64-00	\$44,161	CAPITAL ROLL	RESOLUTION# 2024-112	1017	
	02/01/2025	001-3560-519.46-02	(\$9,489)	PW MOWER	JANUARY CLEANUP	2165	
	02/28/2025	001-3560-519.12-00	(\$845)	COVER SHOE ALLOWANCE	FEBRUARY CLEANUP	2397	
		001-3560-519.20-00	\$845				
	03/21/2025	001-3560-519.56-15	(\$14,771)	BRIGHTLY SBITA	SEE 3-18 CLERK'S JOURNAL	2604	
		001-3560-519.46-02	(\$9,486)				

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3560 - FACILITY MANAGEMENT	04/30/2025	001-3560-519.46-02	(\$11,290)	4)BRIGHTLY IMPLIMENTATION APRIL CLEANUP	3409
		001-3560-519.56-15	\$11,290		
7	Total Budget Amendments/Transfers		Division 3560 Total	\$215,294	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	11/12/2024	001-3580-519.64-00	\$24,317	ENC/BUDADJ	399
	12/10/2024	001-3580-519.63-07	\$85,000	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-3580-519.64-00	\$529,141		
2	Total Budget Amendments/Transfers		Division 3580 Total	\$638,458	
24	Total Budget Amendments/Transfers		GENERAL FUND	\$8,186,097	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	02/28/2025	103-3240-554.56-15	\$650	MONITORS 4 HOUSING COORD. FEBRUARY CLEANUP	2397
		103-3240-554.52-00	(\$650)		
1	Total Budget Amendments/Transfers		Division 3240 Total	\$0	
1	Total Budget Amendments/Transfers		CDBG	\$0	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	11/12/2024	104-3240-554.83-23	\$53,880	ENC/BUDADJ	399
	03/18/2025	104-3240-554.83-22	\$12,747	FY23 & PRIOR CHDO RESOLUTION# 2025-017	2597
		104-3240-554.83-23	\$154,800	FY23 & PRIOR 1ST TIME HB	2597

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3240 - HOUSING GRANTS	03/18/2025			RESOLUTION# 2025-017	
		104-3240-554.12-00	\$1,707	FY24 ADMIN CARRYFORWARD RESOLUTION# 2025-017	2597
		104-3240-554.83-22	\$11,407	FY24 CHDO RESOLUTION# 2025-017	2597
		104-3240-554.83-23	(\$53,880)	UNDO YE ROLL RESOLUTION# 2025-017	2597
	03/21/2025	104-3240-554.39-00	(\$11,119)	HOME FY24-25 DISBURSEMENT RESOLUTION# 2025-021	2614
		104-3240-554.83-22	(\$1,669)		
		104-3240-554.83-23	\$3		
		104-3240-554.12-00	(\$4)		
3	Total Budget Amendments/Transfers	Division 3240 Total		\$167,872	
3	Total Budget Amendments/Transfers	BREVARD COUNTY HOME		\$167,872	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	11/12/2024	105-3240-554.83-00	\$3,575	ENC/BUDADJ	399
	03/18/2025	105-3240-554.83-00	\$3,634	FY23 INTEREST CARRYFORWRD RESOLUTION# 2025-017	2596
		105-3240-554.83-00	\$68,881	FY23 REMAINING BUDGET RESOLUTION# 2025-017	2596
		105-3240-554.83-00	\$228,460	FY24 BUDGET TO ROLL RESOLUTION# 2025-017	2596
		105-3240-554.83-00	\$1,658	FY24 CR - 1510 N KENTUCKY RESOLUTION# 2025-017	2596
		105-3240-554.83-00	\$101	FY24 HHRP RESOLUTION# 2025-017	2596

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3240 - HOUSING GRANTS	03/18/2025	105-3240-554.83-00	\$7,203	FY24 INTEREST CARRYFORWRD RESOLUTION# 2025-017	2596
2	Total Budget Amendments/Transfers		Division 3240 Total		\$313,512
2	Total Budget Amendments/Transfers		SHIP/HOUSING ASSISTANCE		\$313,512
3200 - ADMINISTRATION					
3200 - ADMINISTRATION	11/12/2024	107-3200-524.34-00	\$17,616	ENC/BUDADJ	399
1	Total Budget Amendments/Transfers		Division 3200 Total		\$17,616
1	Total Budget Amendments/Transfers		BUILDING PERMITS		\$17,616
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	11/12/2024	110-3230-559.31-00	\$38,700	ENC/BUDADJ	399
		110-3230-559.64-15	\$27,855		
		110-3230-559.63-00	\$10,224		
	12/10/2024	110-3230-559.64-15	\$33,376	CAPITAL ROLL RESOLUTION# 2024-112	1017
		110-3230-559.61-00	\$70,372		
		110-3230-559.63-00	\$800,000		
		110-3230-559.63-07	\$4,501		
		110-3230-559.64-00	\$23,993		
	01/06/2025	110-3230-559.39-00	(\$89,319)	SHORE UP CCRA TIF REVENUE RESOLUTION# CCRA 2024-250	1596

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	02/01/2025	110-3230-517.71-31	\$62,211	RECLASS DEBT SERVICE JANUARY CLEANUP	2165
		110-3230-559.71-00	(\$62,211)		
		110-3230-559.72-00	(\$1,834)		
		110-3230-517.72-31	\$1,834		
	02/05/2025	110-3230-559.31-01	\$5,000	LEGAL FEE TOP-UP RESOLUTION# CCRA-2025-007	1859
	04/30/2025	110-3230-559.40-00	\$1,829	7) COVER TRAVEL EXPENSE APRIL CLEANUP	3409
		110-3230-559.55-00	(\$1,135)		
		110-3230-559.49-00	(\$694)		

6	Total Budget Amendments/Transfers	Division 3230 Total	\$924,702
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6	Total Budget Amendments/Transfers	CRA COCOA RDA	\$924,702
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3230 - CRA ADMIN/OPERATIONS

3230 - CRA ADMIN/OPERATIONS	11/12/2024	111-3230-559.83-00	\$5,700	ENC/BUDADJ	399
		111-3230-559.64-15	\$8,591		
		111-3230-559.31-00	\$38,700		
	12/10/2024	111-3230-559.63-00	\$181,226	CAPITAL ROLL RESOLUTION# 2024-112	1017
		111-3230-559.64-15	\$2,097		
	01/27/2025	111-3230-559.83-11	\$32,500	DSCRA UPSTART GRANT RES.# DSCRA 2025-039	1728
		111-3230-559.39-00	(\$47,735)	SHOREUP DSCRA TIF REVENUE RES.# DSCRA 2025-046	1731
	02/01/2025	111-3230-559.83-11	\$0	RECLASS DEBT SERVICE JANUARY	2165

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS				CLEANUP	
	03/01/2025	111-3230-559.34-00	\$10,000	ANR PRGRM AWARD INCREASE RES# DSCRA-2025-047	2379
		111-3230-559.83-00	\$10,000	CFIP PRGRM AWARD INCREASE RES# DSCRA-2025-044	2380
		111-3230-559.39-00	(\$10,000)		
	04/30/2025	111-3230-559.42-00	(\$100)	7) COVER TRAVEL EXPENSE APRIL CLEANUP	3409
		111-3230-559.40-00	\$100		
		111-3230-559.64-15	\$0	8) CORRECT PROJECT # APRIL CLEANUP	3409

6	Total Budget Amendments/Transfers	Division 3230 Total	\$231,079
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6	Total Budget Amendments/Transfers	CRA DIAMOND SQUARE 626	\$231,079
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1203 - INFORMATION TECHNOLOGY

1203 - INFORMATION TECHNOLOGY	11/12/2024	130-1203-516.63-00	\$28,631	ENC/BUDADJ	399
	12/12/2024	130-1203-516.63-00	(\$6,604)	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021

2	Total Budget Amendments/Transfers	Division 1203 Total	\$22,027
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1600 - GENERAL OPERATIONS

1600 - GENERAL OPERATIONS	11/12/2024	130-1600-513.56-15	\$15,625	ENC/BUDADJ	399
	12/12/2024	130-1600-513.56-15	(\$12,721)	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
	03/18/2025	130-1600-581.91-01	\$13,934	ARPA INTEREST TRANSFERS RESOLUTION# 2024-115	2609

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3	Total Budget Amendments/Transfers		Division 1600 Total		\$16,838
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	11/12/2024	130-2100-521.64-00	\$234,766	ENC/BUDADJ	399
	12/12/2024	130-2100-521.64-00	\$9,234	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
	12/23/2024	130-2100-521.64-00	\$56,341	ARPA REALLOCATION POLICE VEHICLE	1206
		130-2100-521.64-00	(\$9,234)	ARPA REALLOCATION REMAINDER - POLICE STRIPE	1206
3	Total Budget Amendments/Transfers		Division 2100 Total		\$291,107
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	12/12/2024	130-3240-554.83-92	\$0	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
1	Total Budget Amendments/Transfers		Division 3240 Total		\$0
3520 - PARKS & BEAUTIFICATION					
3520 - PARKS & BEAUTIFICATION	12/23/2024	130-3520-572.64-00	\$46,373	ARPA REALLOCATION REPLACEMENT VEHICLE #148	1206
1	Total Budget Amendments/Transfers		Division 3520 Total		\$46,373
3560 - FACILITY MANAGEMENT					
3560 - FACILITY MANAGEMENT	12/12/2024	130-3560-519.64-00	\$131,295	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
	12/23/2024	130-3560-519.64-00	(\$92,315)	ARPA REALLOCATION HOLDING PLACE	1206

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3560 - FACILITY MANAGEMENT	12/23/2024			- PO ROLL	
		130-3560-519.64-00	(\$1,165)	ARPA REALLOCATION REMAINDER - CITY AC UNITS	1206
2	Total Budget Amendments/Transfers	Division 3560 Total		\$37,815	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	12/12/2024	130-3580-572.63-00	\$0	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
1	Total Budget Amendments/Transfers	Division 3580 Total		\$0	
4	Total Budget Amendments/Transfers	AMERICAN RESCUE PLAN FUND		\$414,160	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	02/11/2025	142-2100-521.40-00	\$2,925	STATE FORFITURE FUNDS RESOLUTION# 2025-007	2164
		142-2100-521.55-00	\$6,975		
		142-2100-521.54-00	\$100		
	03/27/2025	142-2100-521.40-00	\$2,925	INTEL/LEADERSHIP TRAINING RESOLUTION# 2025-007	2726
		142-2100-521.54-00	\$100		
		142-2100-521.55-00	\$6,975		
		142-2100-521.40-00	(\$2,925)	STATE FORFITURE FUNDS REVERSE GROUP# 2025-02164	2726
		142-2100-521.54-00	(\$100)		
		142-2100-521.55-00	(\$6,975)		
2	Total Budget Amendments/Transfers	Division 2100 Total		\$10,000	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2	Total Budget Amendments/Transfers	POLICE SPECIAL EDUCATION	\$10,000		
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	10/14/2024	143-2100-521.52-00	\$6,825	EXPEND FEDERAL FORFEITURE RESOLUTION #: 24-096	123
1	Total Budget Amendments/Transfers	Division 2100 Total	\$6,825		
1	Total Budget Amendments/Transfers	FEDERAL FORFEITURE FUND	\$6,825		
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	01/28/2025	201-1600-517.72-17	\$22,182	BOA LEASE DEBTSERVICE PMT	1777
		201-1600-517.71-16	\$46,000		
		201-1600-517.72-16	\$19,640		
		201-1600-517.71-17	\$99,000		
		201-1600-517.71-00	(\$380,000)	UNDO FY25 INTERFUND TXFR ESTIMATED DEBT FINANCING	1775
1	Total Budget Amendments/Transfers	Division 1600 Total	(\$193,178)		
1	Total Budget Amendments/Transfers	DEBT SERVICE FUND	(\$193,178)		
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	11/12/2024	303-3570-538.63-08	\$62,043	ENC/BUDADJ	399
		303-3570-538.63-00	\$42,646		
		303-3570-538.63-73	\$1,667,960		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY	11/12/2024	303-3570-538.63-00	(\$24,155)	RETAINAGE RES. #24-103 PO# 81782	666
		303-3570-538.63-73	(\$128,164)		
	12/10/2024	303-3570-538.63-00	\$324,686	CAPITAL ROLL RESOLUTION# 2024-112	1018
		303-3570-538.63-08	\$8,715		
	03/21/2025	303-3570-538.63-00	\$343,177	FIX NON GRANT FISKE ROLL RESOLUTION# 2025-014	2600
		303-3570-538.63-73	\$1,937,668	REMAINING CONSTRUCTION RESOLUTION# 2025-014	2601
		303-3570-538.63-08	\$70,758	SDC REIMBURSABLE RESOLUTION# 2025-014	2601
		303-3570-538.63-08	\$15,395	SDC REIMBURSABLE REVISIT* RESOLUTION# 2025-014	2601
		303-3570-538.63-00	(\$324,686)	UNDO CAPITAL ROLL RESOLUTION# 2025-014	2600
		303-3570-538.63-08	(\$8,715)		
		303-3570-538.63-00	(\$42,646)	UNDO PO ROLL (ENC/BUDADJ) RESOLUTION# 2025-014	2600
		303-3570-538.63-73	(\$1,667,960)		
		303-3570-538.63-08	(\$62,043)		
		303-3570-538.63-00	\$24,155	UNDO RETAINAGE RESOLUTION# 2025-014	2600
		303-3570-538.63-73	\$128,164		
3	Total Budget Amendments/Transfers	Division 3570 Total		\$2,366,998	
3	Total Budget Amendments/Transfers	FISKE BV CMPLT STRTSCAPE		\$2,366,998	

3580 - CAPITAL PROJECTS MNGMT

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment		Group Number
3580 - CAPITAL PROJECTS MNGMT	11/12/2024	304-3580-572.63-00	\$133,724	ENC/BUDADJ		399
	12/10/2024	304-3580-572.63-00	\$2,020	CAPITAL ROLL	RESOLUTION# 2024-112	1018
2	Total Budget Amendments/Transfers		Division 3580 Total		\$135,744	
2	Total Budget Amendments/Transfers		T DOCKS / BREAKWATER		\$135,744	
1506 - INVENTORY						
1506 - INVENTORY	04/30/2025	421-1506-536.22-00	\$2,000	1) COVER WAGES THRU FY APRIL CLEANUP		3409
		421-1506-536.12-00	\$48,037			
		421-1506-536.14-00	\$5,492			
		421-1506-536.13-00	(\$55,529)			
1	Total Budget Amendments/Transfers		Division 1506 Total		\$0	
1515 - UTILITY SUPPORT SERVICES						
1515 - UTILITY SUPPORT SERVICES	04/01/2025	421-1515-536.12-12	\$1,153	8) COVER ACCRUAL PAYOUTS MARCH CLEANUP		3136
		421-1515-536.12-00	(\$1,153)			
1	Total Budget Amendments/Transfers		Division 1515 Total		\$0	
4010 - WATER ADMINISTRATION						
4010 - WATER ADMINISTRATION	10/08/2024	421-4010-536.31-00	(\$270,847)	TCR PROJECT TASK #2	RESOLUTION #: 24-097	122
	11/12/2024	421-4010-536.47-00	\$15,255	ENC/BUDADJ		399
		421-4010-536.31-00	\$15,270			

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4010 - WATER ADMINISTRATION	11/12/2024	421-4010-536.31-01	\$131,151	ENC/BUDADJ	399
	11/30/2024	421-4010-536.31-01	(\$8,551)	15) LEAD & COPPER MAILERS OCT-NOV CLEANUP	876
		421-4010-536.47-00	\$8,551		
		421-4010-536.31-00	(\$13)	8) SAT PHONE SERVICES OCT-NOV CLEANUP	876
		421-4010-536.41-00	\$13		
	12/10/2024	421-4010-581.91-24	\$26,260	VORTEX MANHOLE LINING RESOLUTION# 2024-111	1019
	01/03/2025	421-4010-536.31-01	(\$1,910)	DECEMBER CLEANUP 4) LAB AUDIT	1525
		421-4010-536.31-00	\$1,910		
	02/01/2025	421-4010-536.46-00	\$1,150	LAB OVEN REPAIR JANUARY CLEANUP	2165
		421-4010-536.31-00	(\$1,150)		
	03/18/2025	421-4010-581.91-25	\$9,355	CORRECT DEBT SERVICE PMT RESOLUTION# 2025-015	2612
	04/22/2025	421-4010-581.91-24	\$528,113	BRANDES BUDG 4 OTHER PROJ RESOLUTION# 2025-026	3173
		421-4010-536.49-00	\$50	CHARGE-BACK FEES RESOLUTION# 2025-026	3172
		421-4010-536.49-00	\$100,000	INTEREST PD. TO CUSTOMERS RESOLUTION# 2025-026	3172
		421-4010-536.49-00	\$2,726	ORLANDO SW ASESSMENTS RESOLUTION# 2025-026	3172
	04/30/2025	421-4010-536.31-00	(\$1,000)	12) FSAWWA DONATION APRIL CLEANUP	3409
		421-4010-536.82-00	\$1,000		
	05/27/2025	421-4010-536.39-00	(\$144,055)	EMERGENCY CULVERT REPAIR RESOLUTION# 2025-032	3737

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
10	Total Budget Amendments/Transfers	Division 4010 Total			\$413,278
4011 - EMERGENCY/DISASTER SVS					
4011 - EMERGENCY/DISASTER SVS	01/30/2025	421-4011-525.23-00	\$28	MILTON REIMBURSABLE RESOLUTION# 2025-005	1758
		421-4011-525.24-00	\$83		
		421-4011-525.12-00	\$66,781		
		421-4011-525.21-00	\$4,802		
		421-4011-525.23-04	\$2,345		
		421-4011-525.22-00	\$1,601		
		421-4011-525.49-00	\$5,706		
		421-4011-525.23-07	\$87		
		421-4011-525.23-08	\$87		
		421-4011-525.23-09	\$16		
1	Total Budget Amendments/Transfers	Division 4011 Total			\$81,536
4020 - DYAL PLANT					
4020 - DYAL PLANT	10/08/2024	421-4020-536.31-27	\$270,847	TCR PROJECT TASK #2 RESOLUTION #: 24-097	122
	11/12/2024	421-4020-536.34-00	\$7,000	ENC/BUDADJ	399
		421-4020-536.52-09	\$7,388		
		421-4020-536.56-15	\$12,207		
		421-4020-536.46-02	\$162,233		
		421-4020-536.31-03	\$11,622		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	11/12/2024	421-4020-536.55-00	\$3,687	ENC/BUDADJ	399
		421-4020-536.46-00	\$96,488		
		421-4020-536.64-15	\$24,511		
	01/03/2025	421-4020-536.46-00	(\$8,000)	DECEMBER CLEANUP 2) SWALE PROJECT SJRMWD	1525
		421-4020-536.31-03	\$8,000		
		421-4020-536.52-02	\$1,200	DECEMBER CLEANUP 8) REPLACE MGNT SHIRTS	1525
		421-4020-536.46-00	(\$500)		
		421-4020-536.42-00	\$500		
		421-4020-536.52-00	(\$1,200)		
	02/28/2025	421-4020-536.12-00	(\$1,370)	COVER ACCRUAL PAYOUT FEBRUARY CLEANUP	2397
		421-4020-536.12-12	\$1,370		
		421-4020-536.12-00	(\$430)	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		421-4020-536.20-00	\$430		
	03/01/2025	421-4020-536.46-00	(\$92,830)	DYAL SCADA AC UNITS 02/01/25 CLERK'S JOURNAL	2534
		421-4020-536.64-00	\$92,830		
	04/01/2025	421-4020-536.55-00	\$15,000	3) SCADA SERVER TRAINING MARCH CLEANUP	3136
		421-4020-536.52-09	(\$15,000)		
	04/08/2025	421-4020-536.46-00	\$60,000	STEWARTS PO - PUMP REPAIR CLERK'S JOURNAL 4.8.25	2976
		421-4020-536.52-09	(\$60,000)		
	04/30/2025	421-4020-536.64-00	\$57,542	9) FIRE RADIO&PULSAFEEDER APRIL CLEANUP	3409
		421-4020-536.46-02	(\$57,542)		
		421-4020-536.46-00	\$60,000	9) REPLENISH R&M ACCOUNT APRIL CLEANUP	3409

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	04/30/2025	421-4020-536.34-00	(\$60,000)	9) REPLENISH R&M ACCOUNT APRIL CLEANUP	3409
	05/27/2025	421-4020-536.63-00	\$144,055	EMERGENCY CULVERT REPAIR RESOLUTION# 2025-032	3737

9	Total Budget Amendments/Transfers	Division 4020 Total			\$740,038
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4025 - WATER FIELD OPERATIONS

4025 - WATER FIELD OPERATIONS	11/12/2024	421-4025-536.64-00	\$338,063	ENC/BUDADJ	399
		421-4025-536.46-00	\$255,060		
	12/10/2024	421-4025-536.64-00	\$66,532	CAPITAL ROLL RESOLUTION# 2024-112	1018
	02/28/2025	421-4025-536.12-12	\$4,861	COVER ACCRUAL PAYOUT FEBRUARY CLEANUP	2397
		421-4025-536.12-00	(\$4,861)		
		421-4025-536.20-00	\$805	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		421-4025-536.12-00	(\$805)		
		421-4025-536.64-00	\$0	TRAILER & 2 MIXING TANKS FEBRUARY CLEANUP	2397
	04/01/2025	421-4025-536.64-00	\$0	6) NEW LOCATOR - VAN #351 MARCH CLEANUP	3136

4	Total Budget Amendments/Transfers	Division 4025 Total			\$659,655
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4055 - ENGINEERING

4055 - ENGINEERING	11/12/2024	421-4055-536.31-03	\$1,220,643	ENC/BUDADJ	399
		421-4055-536.63-00	\$774,587		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	11/30/2024	421-4055-536.46-00	\$165	2) ENG CANON SERVICES OCT-NOV CLEANUP	876
		421-4055-536.55-00	(\$165)		
	12/10/2024	421-4055-536.63-00	\$210,574	CAPITAL ROLL RESOLUTION# 2024-112	1018
	04/01/2025	421-4055-536.12-12	\$1,948	8) COVER ACCRUAL PAYOUTS MARCH CLEANUP	3136
		421-4055-536.12-00	(\$1,948)		
	04/22/2025	421-4055-536.63-00	(\$420,315)	BRANDES PO#71924 CLOSED RESOLUTION# 2025-026	3172
		421-4055-536.63-00	(\$210,574)	BRANDES REMAINING BUDGET RESOLUTION# 2025-026	3172

5	Total Budget Amendments/Transfers	Division 4055 Total	\$1,574,915
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4120 - SELLERS PLANT

4120 - SELLERS PLANT	11/12/2024	421-4120-536.63-00	\$45,243	ENC/BUDADJ	399
		421-4120-536.46-02	\$2,475		
		421-4120-536.46-00	\$17,429		
		421-4120-536.34-00	\$880		
	02/28/2025	421-4120-536.12-00	(\$565)	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		421-4120-536.20-00	\$565		
	05/13/2025	421-4120-536.63-00	(\$45,243)	PO#71959 LIQUIDATION RESOLUTION# 2025-029	3503

3	Total Budget Amendments/Transfers	Division 4120 Total	\$20,784
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4125 - SEWER FIELD OPERATIONS

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4125 - SEWER FIELD OPERATIONS	11/12/2024	421-4125-536.46-00	\$3,636	ENC/BUDADJ	399
	12/10/2024	421-4125-536.46-00	(\$26,260)	VORTEX MANHOLE LINING RESOLUTION# 2024-111	1019
	02/28/2025	421-4125-536.12-12	\$19,239	COVER ACCRUAL PAYOUT FEBRUARY CLEANUP	2397
		421-4125-536.12-00	(\$19,239)		
		421-4125-536.12-00	(\$195)	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		421-4125-536.20-00	\$195		
3	Total Budget Amendments/Transfers		Division 4125 Total		(\$22,624)
16	Total Budget Amendments/Transfers		WATER/SEWER FUND		\$3,467,582
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	03/18/2025	422-4010-581.91-25	(\$9,355)	CORRECT DEBT SERVICE PMT RESOLUTION# 2025-015	2612
1	Total Budget Amendments/Transfers		Division 4010 Total		(\$9,355)
1	Total Budget Amendments/Transfers		WATER/SEWER IMPACT FEE		(\$9,355)
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	11/12/2024	423-3570-538.34-00	\$2	ENC/BUDADJ	399
		423-3570-538.31-00	\$600		
		423-3570-538.52-00	\$1,659		
		423-3570-538.63-35	\$51,222		
		423-3570-538.63-00	\$407,522		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY	11/12/2024	423-3570-538.63-73	\$214,165	ENC/BUDADJ	399
		423-3570-538.63-00	(\$2,390)	RETAINAGE RES. #24-103 PO# 81782	666
		423-3570-538.63-73	(\$12,947)		
	01/01/2025	423-3570-538.39-00	(\$7,790)	CURED IN PLACE PIPELINING CLERK'S JOURNAL 12.10.24	1591
		423-3570-538.63-00	\$7,790		
	02/28/2025	423-3570-538.20-00	\$390	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		423-3570-538.12-00	(\$390)		
		423-3570-538.12-00	(\$22,502)	OTHER SALARIES AND WAGES FEBRUARY CLEANUP	2397
		423-3570-538.13-00	\$22,502		
	03/21/2025	423-3570-538.63-00	\$19,874	BUY FISKE PRJ. EXTRA PIPE SEE 3-18 CLERK'S JOURNAL	2602
		423-3570-538.39-00	(\$19,874)		
		423-3570-538.63-73	\$201,219	REMAINING CONSTRUCTION RESOLUTION# 2025-014	2601
		423-3570-538.63-73	(\$214,165)	UNDO PO ROLL (ENC/BUDADJ) RESOLUTION# 2025-014	2600
		423-3570-538.63-73	\$12,947	UNDO RETAINAGE RESOLUTION# 2025-014	2600
	04/30/2025	423-3570-538.52-30	(\$970)	14)COVER VEHICLE SHORTAGE APRIL CLEANUP	3409
		423-3570-538.64-00	\$970		
		423-3570-538.46-00	\$16,800	3) CONCRETE WALL REPAIR APRIL CLEANUP	3409
		423-3570-538.63-00	(\$16,800)		
	05/13/2025	423-3570-581.91-01	\$91,600	LIGHTING LOAD CLAW TRUCK RESOLUTION# 2025-028	3501
		423-3570-538.31-00	(\$50,000)	LONDON DITCH DES SHORTAGE SEE	3515

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY	05/13/2025	423-3570-538.63-00	\$50,000	5-13 CLERK'S JOURNAL	3515
		423-3570-538.39-00	(\$1,531)	WALMART LAND CLOSING COST RESOLUTION# 2025-027	3505
		423-3570-538.61-00	\$1,531		
		423-3570-538.61-00	\$500	WALMART LAND DONATION RESOLUTION# 2025-027	3504
	05/27/2025	423-3570-538.31-00	(\$8,460)	ADDITIONAL PIPE LINING SEE 5-274 CLERK'S JOURNAL	3736
		423-3570-538.63-00	\$8,460		

7	Total Budget Amendments/Transfers	Division 3570 Total		\$751,934
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7	Total Budget Amendments/Transfers	STORMWATER UTILITY		\$751,934
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4020 - DYAL PLANT

4020 - DYAL PLANT	11/12/2024	424-4020-536.63-00	\$163,559	ENC/BUDADJ	399
	12/10/2024	424-4020-536.63-07	\$275,000	CAPITAL ROLL RESOLUTION# 2024-112	1018
		424-4020-536.63-00	\$1,580,747		
		424-4020-536.62-00	\$75,000		
	01/03/2025	424-4020-536.64-00	\$0	DECEMBER CLEANUP 5) JOCKEY HIGH PUMPS	1525

3	Total Budget Amendments/Transfers	Division 4020 Total		\$2,094,306
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4025 - WATER FIELD OPERATIONS

4025 - WATER FIELD OPERATIONS	01/28/2025	424-4025-536.63-63	\$1,200,000	PINEDA PHASE 2 GRANT -FED RESOLUTION# 2025-004	1759
		424-4025-536.63-64	\$135,000	PINEDA PHASE2 GRANT-STATE	1759

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4025 - WATER FIELD OPERATIONS	01/28/2025			RESOLUTION# 2025-004	
1	Total Budget Amendments/Transfers	Division 4025 Total			\$1,335,000
4055 - ENGINEERING					
4055 - ENGINEERING	11/12/2024	424-4055-536.63-00	\$11,829,709	ENC/BUDADJ	399
		424-4055-536.63-73	\$467,817		
		424-4055-536.63-78	\$2,615,124		
		424-4055-536.63-08	\$13,610		
		424-4055-536.63-00	(\$42,550)	RETAINAGE RES. #24-103 PO# 80814	666
		424-4055-536.63-00	(\$188,524)	RETAINAGE RES. #24-103 PO# 81414	666
		424-4055-536.63-78	(\$53,236)		
		424-4055-536.63-00	(\$43,825)	RETAINAGE RES. #24-103 PO# 81782	666
		424-4055-536.63-73	(\$23,146)		
		424-4055-536.63-00	(\$16,747)	RETAINAGE RES. #24-103 PO# 82211	666
		424-4055-536.63-00	(\$61,442)	RETAINAGE RES. #24-103 PO# 82212	666
		11/30/2024	424-4055-536.63-00	\$0	3) CATALINA ISLE DR WM OCT-NOV CLEANUP
	12/10/2024	424-4055-536.63-00	\$15,046,287	CAPITAL ROLL RESOLUTION# 2024-112	1018
		424-4055-536.63-08	\$1,785		
	03/18/2025	424-4055-536.63-00	\$150,232	WEST AVE BRIDGE WATERMAIN SEE 3-18 CLERK'S JOURNAL	2613
	03/21/2025	424-4055-536.63-00	\$444,671	REMAINING CONSTRUCTION RESOLUTION# 2025-014	2601

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	03/21/2025	424-4055-536.63-08	\$15,395	SDC REIMBURSABLE RESOLUTION# 2025-014	2601
		424-4055-536.63-08	(\$1,785)	UNDO CAPITAL ROLL RESOLUTION# 2025-014	2600
		424-4055-536.63-73	(\$467,817)	UNDO PO ROLL (ENC/BUDADJ) RESOLUTION# 2025-014	2600
		424-4055-536.63-08	(\$13,610)		
		424-4055-536.63-73	\$23,146	UNDO RETAINAGE RESOLUTION# 2025-014	2600
		424-4055-536.63-00	(\$150,232)	WEST AVE BRIDGE WATERMAIN SEE 3-18 CLERK'S JOURNAL	2613
	04/30/2025	424-4055-536.63-00	\$0	5) CORRECT PROJECT NUMBER APRIL CLEANUP	3409

6	Total Budget Amendments/Transfers	Division 4055 Total	\$29,544,862
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4120 - SELLERS PLANT

4120 - SELLERS PLANT	11/12/2024	424-4120-536.64-15	\$8,032	ENC/BUDADJ	399
		424-4120-536.63-00	\$49,446		
	12/10/2024	424-4120-536.63-00	\$1,587,306	CAPITAL ROLL RESOLUTION# 2024-112	1018
		424-4120-536.64-15	\$771,651		
	02/11/2025	424-4120-536.64-15	\$0	SELLERS WRF PLCS 2/11/25 CLERK'S JOURNAL	2163
	04/22/2025	424-4120-536.64-15	\$528,113	BRANDES BUDG 4 OTHER PROJ RESOLUTION# 2025-026	3173
	05/13/2025	424-4120-536.63-00	(\$49,446)	PO#79678 LIQUIDATION RESOLUTION# 2025-029	3503

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4120 - SELLERS PLANT	05/13/2025	424-4120-536.63-00	(\$587,306)	UNENCUMBERED PROJECT BAL. RESOLUTION# 2025-029	3503
5	Total Budget Amendments/Transfers		Division 4120 Total		\$2,307,796
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	11/12/2024	424-4125-536.63-00	\$179,709	ENC/BUDADJ	399
	12/10/2024	424-4125-536.63-00	\$26,260	VORTEX MANHOLE LINING RESOLUTION# 2024-111	1019
2	Total Budget Amendments/Transfers		Division 4125 Total		\$205,969
11	Total Budget Amendments/Transfers		RENEWAL & REPLACE FUND		\$35,487,933
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	03/18/2025	425-4010-581.91-24	\$374,000	COCOA GROVES&WINWARD TXFR RESOLUTION# 2025-015	2610
1	Total Budget Amendments/Transfers		Division 4010 Total		\$374,000
1	Total Budget Amendments/Transfers		W/S RESTRICTED ASSETS		\$374,000
4020 - DYAL PLANT					
4020 - DYAL PLANT	10/08/2024	427-4020-536.31-37	\$2,031,352	TCR PROJECT TASK #2 RESOLUTION #: 24-097	122
		427-4020-536.31-35	\$677,117		
		427-4020-536.31-36	\$180,566		
		427-4020-536.31-34	\$1,354,235		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	11/12/2024	427-4020-536.31-35	\$12,778	ENC/BUDADJ	399
		427-4020-536.31-37	\$38,332		
		427-4020-536.31-36	\$3,408		
		427-4020-536.31-34	\$25,555		

2	Total Budget Amendments/Transfers	Division 4020 Total		\$4,323,343	
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2	Total Budget Amendments/Transfers	TCR/SJR PROJECT		\$4,323,343	
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1801 - HUMAN RESOURCES

1801 - HUMAN RESOURCES	11/12/2024	520-1801-513.31-00	\$12,043	ENC/BUDADJ	399
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1	Total Budget Amendments/Transfers	Division 1801 Total		\$12,043	
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1	Total Budget Amendments/Transfers	WORKERS COMPENSATION FUND		\$12,043	
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73 Transfers & Amendments Between Oct 1, 2024 and May 31, 2025

FY 2025 Total Transfer & Amendments	\$56,988,907
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NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero

Report: Expense Budget Tracking Worksheet
Run by: Zoie R. Badalov

Date: 06/05/2025

CITY COUNCIL AGENDA ITEM

Memo Date: June 4, 2025
Agenda Date: June 10, 2025
File ID: 2025-526
Prepared By: Zoie Badalov, Senior Budget Analyst
Through: Rebecca Bowman, Finance Director
Stockton Whitten, City Manager
Requested Action: Informational Item Only

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized “contingency” as of May 31st, 2025. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under “Construction contract not to exceed \$” references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

FY 2025 Change Orders - CM authorized to execute

					Applied to Contingency		As of: Period 8								
Project #	Project Description + Details	Construction contract not to exceed \$	Labels	Resolution #	Requisition #	Requisition Amount	All Fiscal Years Cumulative	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	FY25 Cumulative Requisitions	Cumulative Expenditures	FY2025 Expenditures	FY2024 Expenditures	FY2023 Expenditures
WS22IR/GR24IR**Internal Recycle Pump															
Op. Rev.		10,283,270	Expenses Before Contingency												
Project Manager:	John Perrin	607,984	*CMAR Contingency	2023-103											
Account #:	421-4120-536.63-00	689,954	*Owner Contingency	2024-004											
	424-4055-536.63-00	11,581,208	Total approved	2024-005											
	424-4120-536.63-00														
Vendor:	Wharton-Smith Inc.				FY2024	47027	1,448,145	11,581,208	-	-	11,581,208	-	\$ 8,954,238	\$ 4,890,397	\$ 4,063,841
PO #:	81414					47027-1	10,133,063								
**This project is a guaranteed maximum price contract which means Contingency is included in the PO Amount.															
**This amount is inclusive of a grant portion that was carved out and assigned to Project# GR24IR pursuant of resolution 24-055 which did not change any total costs for the project/PO															
GR2108Fiske Blvd/Broadmoor Acres Drainage Improvement															
Op. Rev.		262,847	Exp authorized before contingency												
Project Manager:	Frank Mirabito	42,500	Contingency and other costs authorized	2022-025											
Account #:	303-3570-538.63-08	305,347	Total approved	2024-044											
	424-4055-536.63-08														
Vendor:	Tiera Inc.				FY2022-23	44454	218,163	294,442	262,847	-	-	31,595	\$ 279,262	\$ 110,153	\$ 169,109
PO #:	79493					FY2024	44454-1	44,684							
		10,905				FY2025	44454-2	22,000							
						FY2025	44454-3	9,595							
GR2108Fiske Blvd/Broadmoor Acres Drainage Improvement															
Op. Rev.		5,471,015	Exp authorized before contingency												
Project Manager:	Frank Mirabito	2,405,102	Contingency and other costs authorized	2024-043											
Account #:	303-3570-538.63-00/73	7,876,117	Total approved	2024-090											
	423-3570-538.63-00/73														
	424-4055-536.63-00/73					FY2024	47365	5,471,015	7,871,784	-	-	7,424,780	447,004	\$ 6,381,760	\$ 2,315,695
Vendor:	Cathcart Construction Co.						47365-1	1,953,765							
PO #:	81782						47365-2	367,090							
		4,333					47365-3	79,914							
WS24LCOsage/ Angelica Improvements															
Op. Rev.		3,717,385	Exp authorized before contingency	2022-018											
Project Manager:		371,739	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	4,089,124	Total approved	2023-054											
Vendor:	Atlantic Development of Cocoa				FY2024	47958	3,717,385	3,717,385	-	-	3,717,385	-	\$ 853,254	\$ 376,035	\$ 477,219
PO #:	Vendor #: 05580 82211														
WS24WPFriday Road Improvements															
Op. Rev.		4,413,648	Total approved	2022-018											
Project Manager:		401,241	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	4,012,407	Total approved	2023-054											
Vendor:	Atlantic Development of Cocoa				FY2024	47960	4,012,407	4,012,407	-	-	4,012,407	-	\$ 1,618,643	\$ 306,498	\$ 1,312,145
PO #:	Vendor #: 05580 82212														
		401,241													

Project #	Project Description + Details	Construction contract not to exceed \$	Labels	Resolution #	Requisition #	Requisition Amount	All Fiscal Years Cumulative	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	FY25 Cumulative Requisitions	Cumulative Expenditures	FY2025 Expenditures	FY2024 Expenditures	FY2023 Expenditures
CA2502	Bracco Pond Stormwater Improvements														
Op. Rev.		116,020	Exp authorized before contingency												
Project Manager:	Frank Mirabito	11,400	Contingency and other costs authorized												
Account #:	423-3570-538.63-00	127,420	Total approved	2024-109											
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	Atlantic Development of Cocoa			FY2025	49339	116,020	116,020	-	-	-	116,020	\$ 116,020	\$ 116,020	\$ -	\$ -
PO #:	83333				0										
		11,400													
CA2502	Cidco Road Stormwater Improvements														
Op. Rev.		38,310	Exp authorized before contingency												
Project Manager:	Frank Mirabito	3,600	Contingency and other costs authorized												
Account #:	423-3570-538.63-00	41,910	Total approved	2024-109											
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	Atlantic Development of Cocoa			FY2025	49349	38,310	38,310	-	-	-	38,310	\$ 38,310	\$ 38,310	\$ -	\$ -
PO #:	83343														
		3,600													
CA2502	IRD & Carmalt Stormwater Improvements														
Op. Rev.		50,315	Exp authorized before contingency												
Project Manager:	Frank Mirabito	5,000	Contingency and other costs authorized												
Account #:	423-3570-538.63-00	55,315	Total approved	2024-109											
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	Atlantic Development of Cocoa			FY2025	49348	50,315	50,315	-	-	-	50,315	\$ 50,315	\$ 50,315	\$ -	\$ -
PO #:	83396				0										
		5,000													
PW25RR	Range Road Paving														
Op. Rev.		661,763	Exp authorized before contingency												
Project Manager:	Abigail Morgan	50,000	Contingency and other costs authorized												
Account #:	001-3510-541.63-00	711,763	Total approved	2024-110											
Vendor:	Fausnight Stripe & Line Inc			FY2025	49343	27,290	27,290	-	-	-	27,290	\$ 26,670	\$ 26,670	\$ -	\$ -
PO #:	83334														
		2,063													
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	Asphalt Paving Systems, Inc.			FY2025	49341	267,908	267,908	-	-	-	267,908	\$ 356,676	\$ 356,676	\$ -	\$ -
PO #:	83341				0										
		20,242													
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	Goodson Paving Inc			FY2025	49342	366,564	366,564	-	-	-	366,564	\$ 231,882	\$ 231,882	\$ -	\$ -
PO #:	83342				0										
		27,695													
WS25OC	Vapex Odor System Project														
Op. Rev.		147,375	Exp authorized before contingency												
Project Manager:	Frank Palmieri	7,625	Contingency and other costs authorized												
Account #:	424-4120-536.64-00	155,000	Total approved	2025-011											
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	VAPEX Environmental Technologies			FY2025	49632	147,375	147,375	-	-	-	147,375	\$ 147,375	\$ 147,375	\$ -	\$ -
PO #:	83561														
		7,625				0									
WS25CU	Cocoa Water Plant Road Culvert Replacement														
Op. Rev.		115,244	Exp authorized before contingency												
Project Manager:	James Mitchell	28,811	Contingency and other costs authorized												
Account #:	421-4020-536.63-00	144,055	Total approved	2025-0											
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	Atlantic Development of Cocoa			FY2025	49859	73,044	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -
PO #:	83722														
		28,811													

CITY COUNCIL AGENDA ITEM

Memo Date: June 4, 2025
Agenda Date: June 10, 2025
File ID: 2025-531
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
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

- 1 Regular member vacancy
- 2 Alternate member vacancies

Code Enforcement Board

- 1 Regular member vacancy (term expiring June 30, 2025)

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.cocoafl.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.

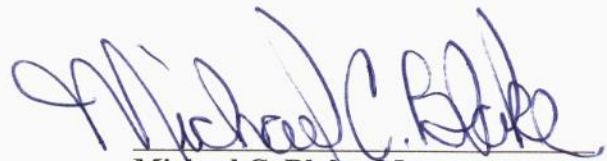
- c. The process of voting by ballot herein adopted supersedes the procedure for appointments of boards and committees established in Resolution 2013-99 of the City Council Rules of Procedure, Article XII, Section A.

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.

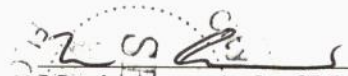
Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding 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: June 4, 2025
Agenda Date: June 10, 2025
File ID: 2025-533
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Bi-Weekly Report for May 8, 2025-May 22, 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 May 8, 2025-May 22, 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: May 23 – June 4, 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: 15 received/ 1 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 5/20/25

- **New businesses – March 1, 2025 – April 30, 2025**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
Orchid Lake LTD, Housing Community	1490 Dignity Circle, 32922	2	2	4	Orchid Lake Rental Community
Tienda Quetzal. LLC	1102 LAKE DRIVE, 32922	0	0	1	Convenience Store ***New Location***
3 sips of Sunshine DBA The Knot Wine Bar	409 Delannoy Ave # 108 32922	0	0	1	New Owner The Knot Wine Bar
MO Magic 11 LLC, DBA Wing Stop	2301 Highway 524 #110	2	25	3	Wings & things Food Service
Retro Gaming Museum LLC	1515 N. Cocoa Blvd # 3 Unit 32922	4	0	2	Retail Gift Shop & video Museum
Space Coast Oasis LLC	970 N Cocoa Blvd, 32922	1	0	1	Massage Therapy / Facial & Body
The Village Cycle - Velo Enterprises	629 Brevard Ave, 32922	0	2	1	Bike Sales & Service & Repairs
Ashley Robertson LLC, M & LCSWSW, Ste # 3/ 32922	1 Oleander Street, Ste # 3/ 32922	1	0	1	License Social Worker / MH Therapist
800 Food Mart - New Owners	807 N Fiske Blvd, 32922	1	1	2	New owner of Convenience store
National Entertainment Network LLC	2700 Clearlake Road, 32926	0	0	4	Claw Machine Inside Walmart Store in front store
Score Physical Therapy DBA Body Blox PT	1635 N Cocoa Blvd, 32922	1	0	2	Physical Therapy Services Clinic

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The Village Art Gallery, LLC	200 Brevard Ave, 32922	0	0	1	Art Gallery Sales & Instrument repairs
Procon Consulting, LLC	113 King Street, 32922	3	0	1	Consulting Firm
The Shabby Loft, LLC	425 Brevard Ave, 32922	0	4	1	Gift store & Vintage deco
Kevin & Krista Wall	2003 Muskingum Ave, 32926	0	0	4	Short Term Rental Property
Home Business BTR	Physical Address	# FT Employees	# PT Employees	Council District	Description
K&D Welding and Fabrication Corp	3014 Sandgate Court, 32926	1	0	3	Welding & Fabrications services off site
Uncle Batz Rental's	1314 Elizabeth Ave, 32922	1	0	2	Table & Chair Event Rentals Delivery
Gentle Heart Of Florida LLC	709 Thomas Avenue, 32922	3	0	2	Residential Group Home max 6 residents
Ignite Athletics, LLC	2940 Denham Road, 32926	1	0	3	off Site Cheerleading Instruction
Seba's Lawncare & Landscaping, LLC	1208 ALAMANDA LN 32922	0	0	2	LAWNCARE LANDSCAPING
Lauren Elise Lux Cleaning Services	1918 Ivy Drive, 32922	0	0	4	Residential & Commercial Cleaning Services

March 1-April 30: building inspections – 587

March 1 – April 30: building permits issued – 239

Finance

No report.

Fire Department

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- 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

- Major project updates
 - Fiske and Broadmoor Acres – Under Construction

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- 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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