City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, February 27, 2018

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 18-73 Approve the Agenda for the Regular meeting of February 27, 2018, as presented or with amendments.

Attachments: 02-27-18.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

III.1 18-43 Presentation on BACRAP. (Larry Sinclair)

Attachments: Email from Mr. Sinclair 001.pdf

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

VI. PUBLIC HEARINGS:

VI.1 18-47 Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2018-2019 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 8, 2018. (Community Services Director)

Attachments: Ad for Public Hearing #1

VI.2 18-62 Ordinance No. 01-2018/2nd and Final Reading: Relating to Disorderly Conduct: Amending the City Code to Add a New Section 14-2 Entitled "Disorderly Conduct". (Chief of Police)

Attachments: Ordinance No. 01-2018.pdf

Proof of Legal Ad 001.pdf

VI.3 18-64 Ordinance No. 02-2018/First Reading: Amending Chapter 3, Section 3-23 of the Code of the City of Cocoa. Providing for an exception to the Light Emitting Diode (LED) Sign Standards Contained therein to allow for larger LED on-premise wall signs on properties that are contiguous or adjacent to interstate 95 and/or state Road 528. (Community Services Director)

Attachments: 02-2018 Revised LED Wall Signs

Billboards2_Submit

Billboards2_Submit_Blowup1

Billboards2_Submit_Blowup2

FL Today Ad LED Ordinance

VII. COUNCIL BUSINESS:

VII.1 18-63 Consider the appointment of the following applicants as members of the recently established Sustainability Advisory Board: Marlene Weiss, Lorraine Koss, William D. Childs, Jennifer Riggs, & Gisele Nieman. (Administrative Services Director)

Attachments: Childs Application.pdf

Koss Application.pdf

Riggs Application.pdf

Weiss Application.pdf

Nieman Application.pdf

Consideration letters.pdf

VII.2 18-67 Status Update of the Voting Rights Consent Decree. (City Manager)

Attachments: Voting Rights Consent Decree.pdf

Ordinance No. 05-2012.pdf

VIII. CITY BUSINESS:

VIII.1 18-44 Approve Diamond Square Community Redevelopment Agency as Manager of the Community Garden, located at 1112 Peachtree Street, subject to the City Manager's approval of a Memorandum of Understanding (MOU) between the City and the Diamond Square CRA consistent with this Agenda Item and in a form acceptable to the City Attorney; Authorize the Mayor to execute the approved MOU on behalf of the City. Community Services Director)

Attachments: DS CRA Plan Goal III.pdf

VIII.2 18-48 Approve a Resolution Amending the FY2018 Budget to Allow for Filter Media Replacement for Groundwater Filter #6; To Authorize the City Manager to Execute and Approve the Change Order. (Utilities Director)

Attachments: Budget Resolution FY 2018

BAF-UT-Filter Media Replacement (2-27-18)~Agenda 18-048 - FY18.pdf

Groundwater Filter #6 BAF.msg

VIII.3 18-59 Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase from WesTech, Salt Lake City, Utah, of the Bar Screen for the Sellers Water Reclamation Facility; To Approve a Resolution Amending the FY2018 Budget. (Utilities Director)

Attachments: Budget Resolution FY 2018

BAF-UT-Bar Screen Repair (2-27-18)~ Agenda 18-59 - FY18 (3).pdf

Resolution - Sole Source

Quote $6,670 Travel

Quote $67,435 Repair

VIII.4 18-65 Approve a Resolution amending the FY2018 Budget in the amount of $31,800 from the General Fund Reserves Account to the Community Services Professional Services Account to cover the costs of the Historic Cocoa Village Parking Study Update, conducted by Rich & Associates, Inc. Parking Consultants. (Community Services Director)

Attachments: Cocoa Village Parking Study Proposal.pdf

Budget Resolution FY 2018.docx

BAF-CS-Downtown Parking Study (2-27-18)- Agenda 18-65.pdf

MULTI-YEAR CONTRACTS:

VIII.5 18-53 Approve as a Multi-Year Agreement the First Amendment to Purchase Agreement to the Continuing Services Agreement with WSP USA Inc., formerly known as Parsons Brinckerhoff, Inc. for Consulting Services for Federal, State and Other Loan Applications effective October 29, 2017 and terminating on October 28, 2019. (Community Services Director)

Attachments: WSP USA INC renewal First Amendment

VIII.6 18-57 Approve a Multi-Year Agreement with Property Registration Champions, LLC, DBA PROCHAMPS, a Florida Corporation and a Community Champions Company for foreclosure property registration program services, subject to the City Manager's and City Attorney's approval of the final form of the Agreement. (Chief of Police)

Attachments: BP Community Contract 12-4-17 (1).pdf

IX. INFORMATIONAL AGENDA:

IX.1 18-40 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 01/31/2018. (Finance Director)

Attachments: PO Monthy Report to City Council 10.01.17 thru 01.31.18.pdf

IX.2 18-49 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: Change Orders - Contingency pdf.pdf

IX.3 18-50 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget by Classification Report January 2018.pdf

IX.4 18-51 FY 2018 Budget Adjustment Report. (Finance Director)

Attachments: January FY 2018 EXPENSE Budget Tracking Worksheet.pdf
January FY 2018 REVENUE Budget Tracking Worksheet.pdf

IX.5 18-66 Resignation Letter from Mr. Lawrence Koss. (Administrative Services Director)

Attachments: Resignation Letter Feb 19 2017 LKoss.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review. This is a public meeting. All interested parties may attend. 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: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

Legislation Details (With Text)

File #:	18-73	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	2/21/2018			**In control:**	City Council
On agenda:	2/27/2018			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of February 27, 2018, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02-27-18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 21, 2018
Agenda Date: February 27, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of February 27, 2018, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of February 27, 2018, as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: February 27, 2018	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of February 27, 2018 (18-73)
2. Minutes: N/A

III. AWARDS AND PRESENTATIONS:

1. Presentation on BACRAP. (18-43). (Larry Sinclair)

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

None.

VI. PUBLIC HEARINGS:

1. Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2018-2019 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 8, 2018. (18-47). (Community Services Director)

2. Ordinance No. 01-2018/Second and Final Reading: Relating to Disorderly Conduct: Amending the City Code to Add a New Section 14-2 Entitled "Disorderly Conduct". (18-62). (Chief of Police)

3. Ordinance No. 02-2018/First Reading: Amending Chapter 3, Section 3-23 of the Code of the City of Cocoa. Providing for an exception to the Light Emitting Diode (LED) Sign Standards Contained therein to allow for larger LED on-premise wall signs on properties that are contiguous or adjacent to interstate 95 and/or state Road 528. (18-64). (Community Services Director)

VII. COUNCIL BUSINESS:

1. Consider the appointment of the following applicants as members of the recently established Sustainability Advisory Board: Marlene Weiss, Lorraine Koss, William D. Childs, Jennifer Riggs, & Gisele Nieman. (18-63). (Administrative Services Director)

2. Status Update on the Voting Rights Consent Decree. (18-67). (City Manager)

VIII. CITY BUSINESS:

1. Approve Diamond Square Community Redevelopment Agency as Manager of the Community Garden, located at 1112 Peachtree Street, subject to the City Manager's approval of a Memorandum of Understanding (MOU) between the City and the Diamond Square CRA consistent with this Agenda Item and in a form acceptable to the City Attorney; Authorize the Mayor to execute the approved MOU on behalf of the City. (18-44). (Community Services Director)

2. Approve a Resolution Amending the FY2018 Budget to Allow for Filter Media Replacement for Groundwater Filter #6; To Authorize the City Manager to Execute and Approve the Change Order. (18-48). (Utilities Director)

3. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase from WesTech, Salt Lake City, Utah, of the Bar Screen for the Sellers Water Reclamation Facility; To Approve a Resolution Amending the FY2018 Budget. (18-59). (Utilities Director)

4. Approve a Resolution amending the FY2018 Budget in the amount of $31,800 from the General Fund Reserves Account to the Community Services Professional Services Account to cover the costs of the Historic Cocoa Village Parking Study Update, conducted by Rich & Associates, Inc. Parking Consultants. (18-65). (Community Services Director)

MULTI-YEAR CONTRACTS:

5. Approve as a Multi-Year Agreement the First Amendment to Purchase Agreement to the Continuing Services Agreement with WSP USA Inc., formerly known as Parsons Brinckerhoff, Inc. for Consulting Services for Federal, State and Other Loan Applications effective October 29, 2017 and terminating on October 28, 2019. (18-53). (Community Services Director)

6. Approve a Multi-Year Agreement with Property Registration Champions, LLC, DBA PROCHAMPS, a Florida Corporation and a Community Champions Company for foreclosure property registration program services, subject to the City Manager's and City Attorney's approval of the final form of the Agreement. (18-57). (Chief of Police)

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 01/31/2018. (18-40). (Finance Director)

2. 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. (18-49). (Finance Director)

3. Data showing the relation between the estimated and actual income and expenses to date. (18-50). (Finance Director)

4. FY 2018 Budget Adjustment Report. (18-51). (Finance Director)

5. Resignation Letter from Lawrence Koss. (18-66). (Administrative Services Director)

X. REPORTS:

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

XI. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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Legislation Details (With Text)

File #:	18-43	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	2/5/2018			**In control:**	City Council
On agenda:	2/27/2018			**Final action:**	
Title:	Presentation on BACRAP. (Larry Sinclair)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Email from Mr. Sinclair 001.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 14, 2018
Agenda Date: February 27, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Presentation on BACRAP.

BACKGROUND:

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:
Presentation on BACRAP.

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Carie Shealy

From: Larry Sinclair <larry@broadmooracres.com>
Sent: Wednesday, January 31, 2018 10:01 PM
To: John Titkanich; Carie Shealy
Cc: Karen Hamilton; Matthew Fuhrer; Michael Cantaloupe
Subject: Request to be placed on Feb 13, 2018 Council Agenda Presentations

John:

I would like to get on City Council Agenda to give presentation on BACRAP our plans and where we are and working on.

I know Henry and others have been wanting me to do this and I believe the sooner we can do it the better shape we are in moving forward.

Please get in touch with me ASAP on this. I am still looking to meet with you, Matt, Karen, Chief Cantaloupe at earliest possible opportunity.

Hope your mother is doing well.

Lawrence W. (Larry) Sinclair
Broadmoor Acres Community Restoration and Preservation Inc
1052 Mitchell St
Cocoa, FL 32922
321-417-4213 Cell
321-305-6186 Home
321-735-8071 Office
(Sent from my iPhone 7 Plus)

Legislation Details (With Text)

File #:	18-47	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Public Hearing
File created:	2/7/2018			**In control:**	City Council
On agenda:	2/27/2018			**Final action:**	
Title:	Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2018-2019 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 8, 2018. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ad for Public Hearing #1				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 7, 2018
Agenda Date: February 27, 2018
Prepared By: Nancy A. Bunt, Deputy Community Services Director
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2018-2019 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 8, 2018.

BACKGROUND:

For FY2018-2019, the City anticipates receiving $165,277 in Community Development Block Grant (CDBG) funds from the U.S. Department of Housing & Urban Development (HUD) as a direct entitlement. The City also anticipates receiving $56,655 in HOME Investment Partnership Program (HOME) funds from HUD as part of the Brevard County HOME Consortium, which is composed of the cities of Cocoa, Melbourne, Palm Bay, Titusville, and Brevard County.

The use of CDBG funds must meet at least one (1) of the following National Objectives:

- benefit low/moderate income persons;
- eliminate or prevent slums or blight;
- meet urgent needs.

CDBG allows a maximum of 15 percent of the grant to be allocated to a public service agency and a maximum of 20 percent of the grant be allocated for staff administration.

HOME funds can only be used to address housing needs, such as: home purchase or rehabilitation financing assistance; build or rehabilitate housing for rent or ownership; or for other reasonable and necessary expenses related to the development of non-luxury housing, including site acquisition or improvement, and demolition of dilapidated housing to make way for HOME-assisted development. Additionally, some special conditions exist with HOME funds. The City must provide a 25 percent match for every dollar of HOME funds used (except for administrative costs) from nonfederal sources and at least 15 percent must be set-aside for Community Housing Development Organization (CHDO) activities. Eight (8) percent is available for staff administration and the remaining allocation towards eligible HOME activities. Two (2) percent is retained by Brevard County as lead agency.

All activities carried out with CDBG and HOME funds must be consistent with the priorities and needs of the five (5) year Consolidated Plan. A one (1) year Action Plan consistent with the Consolidated Plan must be developed and submitted to HUD through Brevard County, the Consortium's lead entity. A 30-day public comment period and a second public hearing must be conducted prior to submittal. The FY2018-2019 Action Plan will be submitted to Brevard County by June 19, 2018 for submittal to HUD.

Staff advertised a notice of funding availability along with a Request for Proposals (proposals) using the anticipated grant allocations. Four (4) proposals were received in addition to city staff generated request. All proposals were reviewed at a publicly noticed meeting by a staff review committee. The committee consisted of: Karen Hamilton, Community Services Director; Nancy Bunt, Deputy Community Services Director; Ellen Heuser, Housing Program Manager; Anthony Hagan, Grants Administrator; and Christine Kuhn, Staff Accountant.

Proposals were reviewed and evaluated according to the criteria below:

A. Introduction (maximum of 10 points)
B. Demonstration of Need (maximum of 15 points)
C. Description of Target Clientele (maximum of 10 points)
D. Measurable Outcomes (maximum of 5 points)
E. Consolidated Plan Consistency (maximum of 10 points)
F. Organizational Capacity and Capability (maximum of 15 points)
G. Leveraging (maximum of 10 points)
H. Financial Capacity (maximum of 20 points)
I. Past Performance (+5 to -20 points)

The four (4) agencies that requested CDBG public service dollars were ranked by committee members as follows:

AGENCY NAME:	Karen Hamilton	Nancy Bunt	Ellen Heuser	Anthony Hagan	Christine Kuhn*	**TOTAL POINTS:**	**AVERAGE SCORE:**
Community Services Council	86	99	99	92	19	376	94
Central Brevard Sharing Center	86	100	100	86	20	372	93
North Brevard Charities Sharing Center	42	64	43	53	19	202	50.5
Salvation Army	57	99	93	86	20	335	83.75

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* Christine Kuhn, Staff Accountant only reviewed and ranked Financial Capacity.

Of the four (4) proposals submitted, all of them requested public service funds related to the CDBG Program. The total amount of funds requested was $43,000 and the City has approximately $24,791 available to support public services. As contained in the Request for Proposals, the minimum amount of funding per any CDBG public service agency is $5,000.

Based on thorough review of each agency's proposal and financial statements, the committee's recommendations are as follows:

CDBG Public Services - Maximum 15% allowed $24,791			
Name of Agen	**Description of provided**	**Amount Requested**	**Amount Recommended**
Community Se of Brevard - Se Program.	Provide well-ba to 90 frail and r seniors.	$6,000	$7,000*
Central Brevard Center	Provide daily nu low/mod incom	$12,000	$12,000*
The Salvation A Central Brevard	Provide daily nu provide basic n residents of the shelter.	$5,000	$5,791*
North Brevard C Sharing Center	Provide Salary Services to 15	$20,000	$0.00
CDBG Other/Public Improvements - $107,000			
Housing Rehab	Rehabilitation of substandard h	$57,000	$57,431
Community Se Demolition/Clea	Code enforcement initiated der	$10,000	$10,000
Section 108 Lo Program.		$40,000	$40,000
CDBG Administration - 20% - $33,916			
City Staff			$32,055*
Fair Housing			$1,000
Total CDBG Admin			$33,055
Total CDBG Allocation			***$165,277***
****Any increase or decrease in funding will be deducted from the award.***			

HOME Administration - 8% - $4,532*			
City Staff			$4.532*
HOME CHDO & Housing Set Aside - $52,123*			
CHDO Housing Activ	15% Mandatory CHD		$8,498*
Housing and CHDO	Housing Activities	$43,625	$43,625
Total HOME Allocation			***$56,655***
****Any increase or decrease in funding will be deducted from the award.***			

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As required by the City's Citizen Participation Plan, staff is requesting City Council hold a Public Hearing to obtain citizen input and comments on housing and community development needs and approve recommendations on FY2018-2019 CDBG and HOME Program funding. Upon City Council's approval, a 30-day public comment notice listing proposed projects along with the corresponding Action Plan will be advertised in the Florida Today newspaper. The notice will also inform the public of the date of the second and final Public Hearing, which will be held on May 8, 2018.

STRATEGIC PLAN CONNECTION:

The proposed projects are consistent with the Community Development (Redevelopment of the City's Core) section of the Strategic Plan and will improve the quality of life for Cocoa residents, especially the underserved and disadvantaged.

BUDGETARY IMPACT:

No budgetary impact in FY2018-2019

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2018-2019 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 8, 2018.

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AD#2710685, 2/8/2018
NOTICE OF PUBLIC HEARING
CITY OF COCOA

The City of Cocoa anticipates receiving approximately $165,277 in Community Development Block Grant (CDBG) funds and approximately $56,655 in HOME Investment Partnership funds for Program Year 2018-2019. Funds may be used for eligible activities, such as housing rehabilitation, land acquisition, public services, public facilities and improvements, or demolition and clearance.

The Cocoa City Council will hold a public hearing on Tuesday, February 27, 2018 at 6:00 pm. in the Council Chambers, located at 65 Stone Street to obtain citizen input and comments on housing and community development needs and to approve recommendations on FY 2018-2019 CDBG and HOME program funding.

Persons with disabilities or non-English speaking persons requiring special accommodations to participate in the hearing should contact Ellen Heuser, Housing Program Manager at the City of Cocoa at (321) 433-8520 within 48 weekday hours of the hearing. Written comments must be submitted in person or by mail. Oral comments will also be accepted at the public hearing.

Legislation Details (With Text)

File #:	18-62	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Public Hearing
File created:	2/14/2018			**In control:**	City Council
On agenda:	2/27/2018			**Final action:**	
Title:	Ordinance No. 01-2018/2nd and Final Reading: Relating to Disorderly Conduct: Amending the City Code to Add a New Section 14-2 Entitled "Disorderly Conduct". (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 01-2018.pdf Proof of Legal Ad 001.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 14, 2018
Agenda Date: February 27, 2018
Prepared By: Anthony A. Garganese, City Attorney
Through: Michael Cantaloupe, Police Chief
Requested Action:
Approve Ordinance No. 01-2018 related to Disorderly Conduct on Second and Final Reading

BACKGROUND:

The City of Cocoa Police Department strives to enhance the quality of life in the community by reducing crime and protecting and promoting public safety and welfare. Acts of disorderly conduct can negatively impact the community, and pose an unreasonable risk to persons and other properties, when they are committed and are generally prohibited by law pursuant to Section 877.03, Florida Statutes. Section 877.03 states:

> Whoever commits such acts as are of a nature to corrupt the public morals, or outrage the sense of public decency, or affect the peace and quiet of persons who may witness them, or engages in brawling or fighting, or engages in such conduct as to constitute a breach of the peace or disorderly conduct, shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

In accordance with the City's Home Rule Authority under Section 2(b), Art. VIII of the State Constitution, the proposed Ordinance, if adopted, will define and enumerate seventeen specific acts which will constitute disorderly conduct within the jurisdictional limits of the City pursuant to the City Code. Persons deemed guilty and convicted of disorderly conduct shall be subject to fines and/or imprisonment as provided in Section 1.8 of the City Code. The enumerated acts are:

(1) Any person who shall act in a violent or tumultuous manner toward another so as to place him or any other person in reasonable fear of safety of his life, limb, or health;
(2) Any person who shall act in a violent or tumultuous manner toward another with the result that his property, or that of any other person is placed in danger of being destroyed or damaged;
(3) Any person who shall cause, provoke or engage in any fight, brawl or riotous conduct;
(4) Any person who shall assemble or congregate with another or others with the intent to engage in conduct which is prohibited by the ordinances of the City or by State or Federal law;
(5) Any person who shall frequent any public place with intent to obtain money from other persons by illegal or fraudulent schemes, tricks, artifices or devices;
(6) Any person who shall accost or attempt to force his company upon any other person;
(7) Any person who shall use "fighting words" directed towards any person who becomes thereby outraged;
(8) Any person who shall by acts or threats of violence interfere with another's pursuit of a lawful occupation;
(9) Any person who shall, after being ordered by a law enforcement officer to disperse, congregate with another or others in or on any public way so as to halt or materially impair the flow of vehicular or pedestrian traffic;
(10) Any person who, after being ordered to move by law enforcement officers, remains in or on any public street or sidewalk in such a manner as to block or impair movement of vehicles or pedestrians;
(11) Any person who distributes any object to, or receives any object from an occupant of any motor vehicle that is stopped on a public roadway in obedience to a traffic control signal light, stop sign, or any other traffic control device;
(12) Any person who behaves in a riotous or disorderly manner in any public meeting of the city council or any committee, agency, or board thereof, or to cause any unnecessary disturbance therein, by force, shouting or any other action calculated to disrupt such meeting, or to refuse to obey any ruling of the presiding officer of such meeting relative to the orderly process thereof;
(13) Any person who loiters, crowds or congregates on the public streets, sidewalks, boardwalks, and parks so as to unreasonably obstruct or interfere with the intended use thereof, or pedestrian or vehicular traffic, or so as to create an unsafe condition for the general public using such street, sidewalk, boardwalk or public park, or vehicular or pedestrian traffic, and who fails or refuses to disperse and move on when ordered to do so by a police officer;
(14) Any person who damages, defouls or disturbs public property or private property of another so as to create an unsafe, unhealthy or unsanitary condition;
(15) Any person who enters upon the property of another and for lewd or unlawful purpose deliberately looks into a dwelling on the property through any window or other opening in it;
(16) Any person who commits an unlawful trespass on private property or on public property; or
(17) Any person who hampers the lawful operations of any law enforcement officer, firefighter, emergency medical services person, or any other authorized emergency person, engaged in a person’s lawful duties at the scene of a fire, accident, disaster, riot, or emergency of any kind.

The Police Department believes this Ordinance, by defining several acts that would constitute disorderly conduct under the City Code, will provide a useful tool to assist the Police Department in protecting persons and property from certain acts that could pose an unreasonable risk to public safety and the community.

STRATEGIC PLAN CONNECTION:

Protect the public health, safety and welfare, reduce crime, and enhance the quality of life within the community

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Approve Ordinance No. 01-2018 related to Disorderly Conduct on Second and Final Reading

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ORDINANCE NO. ___-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; RELATING TO DISORDERLY CONDUCT; AMENDING THE CITY CODE TO ADD A NEW SECTION 14-2 ENTITLED "DISORDERLY CONDUCT;" 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 § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, disorderly conduct is generally prohibited by law pursuant to Section 877.03, Florida Statutes; and

WHEREAS, the City of Cocoa is constantly striving to improve public safety within the City including, but not limited to, at public places and upon our roadways; 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.

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 reference as legislative findings of the City Council of Council.

Section 2. **Adoption of Section 14-2.** The City of Cocoa Code of Ordinances is hereby amended to add the following section in its entirety as follows (underline type indicates additions):

Sec. 14-2. Disorderly Conduct.

(a) The commission of the following acts shall constitute disorderly conduct:

(1) Any person who shall act in a violent or tumultuous manner toward another so as to place him or any other person in reasonable fear of safety of his life, limb, or health;
(2) Any person who shall act in a violent or tumultuous manner toward another with the result that his property, or that of any other person is placed in danger of being destroyed or damaged;
(3) Any person who shall cause, provoke or engage in any fight, brawl or riotous conduct;
(4) Any person who shall assemble or congregate with another or others with the intent to engage in conduct which is prohibited by the ordinances of the City or by State or Federal law;
(5) Any person who shall frequent any public place with intent to obtain money from other

persons by illegal or fraudulent schemes, tricks, artifices or devices;
(6) Any person who shall accost or attempt to force his company upon any other person;
(7) Any person who shall use "fighting words" directed towards any person who becomes thereby outraged;
(8) Any person who shall by acts or threats of violence interfere with another's pursuit of a lawful occupation;
(9) Any person who shall, after being ordered by a law enforcement officer to disperse, congregate with another or others in or on any public way so as to halt or materially impair the flow of vehicular or pedestrian traffic;
(10) Any person who, after being ordered to move by law enforcement officers, remains in or on any public street or sidewalk in such a manner as to block or impair movement of vehicles or pedestrians;
(11) Any person who distributes any object to, or receives any object from an occupant of any motor vehicle that is stopped on a public roadway in obedience to a traffic control signal light, stop sign, or any other traffic control device;
(l2) Any person who behaves in a riotous or disorderly manner in any public meeting of the city council or any committee, agency, or board thereof, or to cause any unnecessary disturbance therein, by force, shouting or any other action calculated to disrupt such meeting, or to refuse to obey any ruling of the presiding officer of such meeting relative to the orderly process thereof;
(13) Any person who loiters, crowds or congregates on the public streets, sidewalks, boardwalks, and parks so as to unreasonably obstruct or interfere with the intended use thereof, or pedestrian or vehicular traffic, or so as to create an unsafe condition for the general public using such street, sidewalk, boardwalk or public park, or vehicular or pedestrian traffic, and who fails or refuses to disperse and move on when ordered to do so by a police officer;
(14) Any person who damages, defouls or disturbs public property or private property of another so as to create an unsafe, unhealthy or unsanitary condition;
(15) Any person who enters upon the property of another and for lewd or unlawful purpose deliberately looks into a dwelling on the property through any window or other opening in it;
(16) Any person who commits an unlawful trespass on private property or on public property; or
(17) Any person who hampers the lawful operations of any law enforcement officer, firefighter, emergency medical services person, or any other authorized emergency person, engaged in a person's lawful duties at the scene of a fire, accident, disaster, riot, or emergency of any kind.

(b) Any person deemed guilty of disorderly conduct as above defined, and, being convicted thereof, shall be fined or imprisoned as provided in Section 1.8 of this Code.

(c) This section is not intended to be an exclusive list of acts constituting disorderly conduct under other applicable law including, but not limited to, section 877.03, Florida Statutes. Further, no provision contained in this section shall be construed or interpreted to limit the application of any other applicable provision of law prohibiting the same or similar acts specified in this section.

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 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 _____, 2018.

_____
HENRY U. PARRISH, III
Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

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No. of Affidavits: 1

Run Dates: 02/17/18

Text of Ad:

CITY OF COCOA
NOTICE OF PUBLIC HEARING

February 27, 2018

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Tuesday, February 27, 2018, 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. 01-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; RELATING TO DISORDERLY CONDUCT; AMENDING THE CITY CODE TO ADD A NEW SECTION 14-2 ENTITLED "DISORDERLY CONDUCT;" 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 insure 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 (cshealy@cocoafl.org), or by telephone by calling (321) 433-8484.

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:

Carie Shealy, City Clerk, 65 Stone Street, Cocoa (321) 433-8484

Further information may be obtained by calling the City Clerk at the above listed number.

Dated this the 14th day of February, 2018.
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	18-64	**Version:**	1	**Name:**	LED Ordinance 02-2018
Type:	Ordinance			**Status:**	Public Hearing
File created:	2/15/2018			**In control:**	City Council
On agenda:	2/27/2018			**Final action:**	
Title:	Ordinance No. 02-2018/First Reading: Amending Chapter 3, Section 3-23 of the Code of the City of Cocoa. Providing for an exception to the Light Emitting Diode (LED) Sign Standards Contained therein to allow for larger LED on-premise wall signs on properties that are contiguous or adjacent to interstate 95 and/or state Road 528. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02-2018 Revised LED Wall Signs Billboards2_Submit Billboards2_Submit_Blowup1 Billboards2_Submit_Blowup2 FL Today Ad LED Ordinance				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 15, 2018
Agenda Date: February 27, 2018
Prepared By: Cindy Thurman, Planning & Zoning Manager
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve First Reading of Ordinance: (02-2018) providing for an exception to the Light Emitting Diode (LED) Sign Standards Contained therein to allow for larger LED on-premise wall signs on properties that are contiguous or adjacent to interstate 95 and/or state Road 528; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability, and an effective date.

BACKGROUND:

The proposed ordinance would amend Chapter 3 Advertising and Signs, Section 3-23 General Regulations to allow for large, on-premise LED wall signs. The amendment was precipitated by a project proposed in connection with the new Mike Erdman Nissan and Toyota Dealership ("the Dealership") located off of S.R. 520 and adjacent to I-95. The Dealership proposes to place two, almost billboard-sized LED wall signs on a five-story car tower, which would be highly visible from I-95. Under current code, LED wall signs would be limited to 32 square feet. Under the proposed ordinance, these signs would be allowed up to a maximum of 381.6 square feet.

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This amendment would allow property owners adjacent to Interstate 95 and/or State Road 528 that are zoned as either general commercial, wholesale commercial or light and heavy manufacturing to utilize these billboard-sized, LED wall signs. Notably, "on-premise" is defined in Sec. 3-5 as follows:

> *On-site or on-premises sign* means a sign (1) identifying an activity conducted or products or services available on the premises where the sign is located; or (2) displaying a noncommercial message; or (3) any combination of the first two. . . .

Thus, this amendment would provide a comparable opportunity for business owners located adjacent to these two limited access highways to be able to advertise their own products and services in a manner similarly available for products, services, and activities not located on the premises via billboard.

By way of background, billboards, by definition, must be devoted solely to identifying an activity, product, or service, including entertainment, which is not available on the premises where the billboard is located. See Sec. 3-5 (definitions of billboard and off-premises sign). New billboards in the City are only permitted where (1) the underlying property with an existing billboard is annexed into the City; or (2) the underlying property is zoned as either general commercial, wholesale commercial or light and heavy manufacturing and where such property is contiguous or adjacent to either Interstate 95 and/or State Road 528. Sec. 3-21.5(e). Where a new billboard is erected on commercial or industrial property adjacent or contiguous to I-95 or S.R. 528, there are a number of requirements that the new billboard must meet. For example:

- The minimum lot size shall be seven thousand five hundred (7,500) square feet;
- The minimum lot width shall be seventy-five (75) feet;
- Shall have a minimum setback from all property lines of fifteen (15) feet or the set-back requirement of the applicable zoning district, whichever is greater; and
- A minimum of one thousand five hundred (1,500) feet between property lines of lots used for off-site advertising by billboard or sign; there shall be a minimum of five hundred (500) feet between the property line of a lot used for off-site advertising/billboard and road-exits or on-ramps, intersections, or interchanges; and there shall be a minimum of two hundred (200) feet between the property line of a lot used for off-site advertising by billboard or sign and property lines of lots used for schools, churches, cemeteries, public parks, public playgrounds, historic sites, landmarks, or residentially zoned properties; (5) The maximum display area shall not exceed fourteen (14) feet in height by forty-eight (48) feet in width, with a maximum square footage of six hundred seventy-two (672) square feet.

Lawfully existing billboards in non-residential zoning districts are permitted to be replaced with digital billboards pursuant to Sec. 3-21.5(j). Again, there are a number of requirements the digital billboard must comply with:

- The maximum display area for digital billboards located on limited access highways shall not exceed fourteen feet in height by forty-eight feet in width (14' × 48'). The maximum display area for digital billboards located on non-limited access highways shall not exceed ten feet six inches in height by thirty-six feet in width (10'6" × 36').
- Digital billboards shall display static messages only as opposed to moving messages. Further, any structural component, design, or pictorial segment of the digital billboard

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shall remain static at all times.

- Digital billboards shall not contain messages with varying degrees of illumination, flashing or scintillating or varying light intensity.
- Messages on digital billboards shall be displayed for a minimum dwell time of eight (8) seconds and maximum transition time between messages shall not exceed one (1) second.
- Messages on digital billboards shall not operate at a brightness level of more than .3 foot candles above ambient light, as measured using a foot candle meter at a distance of 250 feet for 14' × 48' digital billboards and at a distance of 200 feet for 10'6 × 36' digital billboards.
- Each digital billboard display shall have a light sensing device that will adjust the brightness of the billboard display as ambient light conditions change.
- Digital billboards shall be prohibited within 250 feet of residentially zoned properties.
- Digital billboards shall be prohibited within 250 feet of an intersection with a traffic light.
- Digital billboard permittees shall provide for public service and emergency announcements or alerts (e.g. Brevard Emergency Operations Center; Amber and Silver Alerts) to be displayed on the digital billboards at no charge and on an as-needed basis. Said permittees shall be required to submit contact information to the City as part of their permit application.

Many of these requirements, established both for billboards and digital billboards, are mirrored for the large, LED wall signs that are proposed in this amendment to provide a comparable advertising medium for on-premise activities, products and services. A few of these requirements are highlighted below. Where the properties affected by this amendment will be adjacent to or contiguous to I-95 or S.R. 528, these larger, LED wall signs will provide an advertising opportunity that is more suited to fast-moving traffic.

All large LED Wall Signs shall comply with the following standards:

- Wall signs on properties contiguous or adjacent to Interstate 95 and/or State Road 528 can be a maximum of ten feet, six inches in height by 36 feet in width and a minimum display area of eight feet by twenty-four feet (192 square feet) for the large LED wall signs. *The intent here is to allow wall signs similarly sized to billboards. Incorporating a minimum display area requirement best reflects this intent and preserves the 32 square-foot requirement for other types of LED signs (wall and ground).*

- Wall signs as the current code is written may not project more than 12 inches from the building and may not extend above the roofline or façade. *This requirement will continue to apply for the large, LED wall signs that are proposed.*

- The underlying zoning classification controls minimum lot sizes and setbacks. A large, LED wall sign will not be permitted on the face of any building that is nonconforming. *Therefore these wall signs will meet the Zoning District setbacks for the principal structure, depending on which Zoning District the property is located in.*

- There will be a minimum of one thousand five hundred feet from property lines of lots used for any large LED wall signs.

- If the owner chooses to place two large LED on-premises wall signs on the building, each sign must be placed on a separate face of the building that is visible from 95 or State Road 528. Due to the visibility from I-95 and 528 we are now allowing these LED wall signs on 2 separate sides of the building; both can be the same size.

- Should the permittee choose to install large LED wall signs, no other LED wall signs or LED ground signs may be located on the property.

- The sign shall display static messages only. Any structural component, design, or pictorial segment of the sign shall remain static at all times. No sign shall contain messages with varying degrees of illumination, flashing or scintillating or varying light intensity.

- The brightness level of no more than .3 foot candles above ambient light, at a distance of 200 feet for the maximum display area. Each sign display shall have a light sensing device that will adjust the brightness of the sign display as ambient light conditions change.

- The Large LED wall sign is prohibited within 250 feet of residentially zoned properties.

- The sign shall be available for public service and emergency announcements or alerts.

- In no case shall the LED wall sign exceed 20% of the total surface area of the wall, however, a second LED wall sign on the building may be the same size but on a different wall surface of the same structure.

- There shall be a minimum of five hundred (500) feet between the face of the building upon which the large LED wall sign is affixed and road-exits or on-ramps, intersections, or interchanges.

- There shall be a minimum of five hundred (500) feet between the face of the building. There shall be a minimum of five hundred (500) feet between the face of the building.

- A minimum of two hundred (200) feet between the property line of a lot used for large LED wall signs and property lines of lots used for schools, churches, cemeteries, public parks, public playgrounds, historic sites, and landmarks.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

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PREVIOUS ACTION:

The Planning & Zoning Board recommended approval of this ordinance at their February 14, 2018 Regular Meeting

RECOMMENDED MOTION:

Approve First Reading of Ordinance: (02-2018) providing for an exception to the Light Emitting Diode (LED) Sign Standards Contained therein to allow for larger LED on-premise wall signs on properties that are contiguous or adjacent to interstate 95 and/or state Road 528; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability, and an effective date.

ORDINANCE NO. 02-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 3, SECTION 3-23 OF THE CODE OF THE CITY OF COCOA; PROVIDING FOR AN EXCEPTION TO THE LIGHT EMITTING DIODE (LED) SIGN STANDARDS CONTAINED THEREIN TO ALLOW FOR LARGER LED ON-PREMISE WALL SIGNS ON PROPERTIES THAT ARE CONTIGUOUS OR ADJACENT TO INTERSTATE 95 AND/OR STATE ROAD 528; 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 ' 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City of Cocoa currently allows billboards, which may be digital as provided in Section 3-21.5(j) of the Code, to be located upon property which is currently zoned as either general commercial, wholesale commercial or light and heavy manufacturing and designated upon the future land use map as either commercial or industrial, and where such property is contiguous or adjacent to either Interstate 95 and/or State Road 528; and

WHEREAS, the maximum display area of such digital billboards may be as large as fourteen (14) feet tall and forty-eight (48) feet wide, pursuant to Section 3-21.5(h) and (j) of the Code; and

WHEREAS, the City of Cocoa also currently allows LED signs as part of a wall or ground sign in certain commercial, institutional, and industrial zoning districts, but such LED signs are limited to thirty-two (32) square feet per sign face; and

WHEREAS, the City Council now desires to allow larger, on-premise, LED wall signs on properties that are similarly zoned and contiguous or adjacent to Interstate 95 and SR 528; and

WHEREAS, the City Council has determined that owners of businesses within the general commercial, wholesale commercial and light and heavy manufacturing districts should have a comparable opportunity to utilize LED wall signs, similar in size to billboards, on their buildings to advertise or identify activities conducted or products or services available on the premises or to display a non-commercial message; 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.

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 reference as legislative findings of the City Council of Council.

Section 2. Code Amendment. The City of Cocoa Code of Ordinances, Chapter 3, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Chapter 3. It is intended that the text in Chapter 3 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

CHAPTER 3 – ADVERTISING AND SIGNS

*** * ***

ARTICLE II – SIGN REGULATIONS

*** * ***

Sec. 3-23. – General regulations.

*** * ***

(i) Unless otherwise specified, no on-site ground sign shall be erected, constructed or maintained nearer the property line than the building line established by law, except that such on-site ground signs conforming to the following conditions, specifications and limitations may be placed between the building line and the property line in required minimum yard areas:

(1) Ground signs/freestanding signs shall be set back a minimum of five (5) feet from the front and side property lines. Within a fifty (50) feet arc of any intersection, measured to the point of paving intersection, the sign shall be a minimum of eight (8) feet in height from the bottom of the sign to the grade level with only supporting members between the sign and ground. (This provision shall not apply to the Central Business District of the city.)

(2) No more than one such on-site ground sign shall be erected, constructed, or maintained in any such required minimum yard area per one hundred (100) feet of street frontage of such yard area or per major fraction thereof provided that if a parcel of land is in one ownership shall have less than one hundred (100) feet of yard frontage on one street, one on-site ground sign may, nevertheless, be erected in the required minimum yard area for such parcel; provided further, that in the case of corner lots this paragraph shall be construed to permit at least one on-site ground sign in the minimum yard area on each

street frontage of a parcel of land in one ownership, where the erection, construction and maintenance of such sign shall not conflict with other portions of the sign regulations or other ordinances of the City of Cocoa.

(3) No such on-site ground sign shall be erected or constructed in any such required minimum yard area closer than five (5) feet to a side property line; provided, that in the case of corner lots, the minimum distance of a sign from the intersecting property lines at the corner shall be determined by both street frontages as front yards.

(4) No sign shall be approved for use unless it has been inspected by the department issuing the permit and it found to be in compliance with all other applicable codes and ordinances, including the building code, electrical code and zoning ordinance.

(5) Signs indicating points of local or public interest may be placed on public property only with the express consent and formal approval of city council.

(6) All signs, together with all their support braces, guys and anchors shall be maintained in good repair and appearance.

(7) The maximum height of such signs shall be as regulated in the attached Table I. Each sign shall provide a twenty-five (25) square foot landscaped area at the base to include shrubs, trees, sod and/or mulch.

(8) An advertising sign placed on the side or rear of any building facing on a contiguous residential district shall not exceed six (6) square feet in sign surface area and not over eight (8) feet in height from ground level.

(9) Light Emitting Diode (LED) signs may be permitted under the following conditions:

a. Except as provided in subsection j. below, LED signs are only permitted in the CBD, C-C, C-G, C-N, C-P, C-W, INST, M-1, M-2 & UMD zoning districts where not located within one hundred fifty (150) feet of residentially zoned properties. The board of adjustment may grant a variance from this subsection where, owing to special conditions, a literal enforcement of the provisions of this subsection would result in unnecessary and undue hardship. A variance from this subsection shall not be granted by the board of adjustment unless and until a written application for variance is submitted pursuant to the procedures set forth in Article XVII, Section 3 of Appendix A, Zoning. In considering a variance from this subsection, the board of adjustment shall consider whether the applicant has properly demonstrated the criteria set forth in Article XVII, Section 3 of Appendix A. Additionally, any applicant for a variance from this subsection shall be required to demonstrate that the granting of the variance will not have a detrimental impact on the surrounding residentially zoned properties. In granting any variance from this subsection, the board of adjustment may impose reasonable terms and conditions upon the operation of LED signs in furtherance of preserving the character of the surrounding residentially zoned properties.

b. LED signs may only be permitted as part of a ground or wall sign that complies with all applicable sign regulations.

c. Except as provided in subsection j. below, ~~T~~the copy area of any LED message screen shall not exceed thirty-two (32) square feet per sign face, and LED copy area shall count toward the maximum allowable signage area permitted.

d. LED messages shall not exceed three (3) lines of LED text per sign face.

e. Except as provided in subsection j. below, LED messages shall not operate at a brightness level of more than .3 foot candles above ambient light, as measured using a foot candle meter at a distance determined by using the following formula:

$$\text{Measurement Distance} = \sqrt{(\text{Area of Sign in Square Feet} \times 100)}$$

f. The display time for each message shall be a minimum of eight (8) consecutive seconds per display, and the message shall change instantaneously. Non-static LED signs shall only be amber in color.

g. Except as provided in subsection j. below, LED messages may scroll horizontally or vertically, but shall not blink, flash, flicker, scintillate or be otherwise animated. Graphic images or displays shall be static only.

h. Portable signs using LED technology may be permitted in any zoning district authorized in subsection (9)a or by special event permit and shall comply with the temporary sign regulations set forth in subsection 3-22.5 herein. Additionally, any electrical extension cable used in conjunction with a portable LED sign shall be sized in accordance with the National Electrical Code, shall not consist of multiple cords plugged together, and in no case shall the cable exceed one hundred (100) feet in length.

i. Messages of public interest, as defined in section 3-5, shall be permitted on LED signs.

j. Up to two LED, on-premise wall signs with a maximum display area of ten (10') feet six (6") inches in height by thirty-six (36') feet in width and a minimum display area of eight (8') feet in height by twenty-four (24') feet in width, may be located on property that is contiguous or adjacent to Interstate 95 and/or State Road 528. If the owner chooses to place two large LED on-premises wall signs on the building, each sign must be placed on a separate face of the building that is visible from Interstate 95 or State Road 528. The property upon which the large LED wall sign is located must be zoned as either general commercial, wholesale commercial or light and heavy manufacturing and designated upon the future land use map as either commercial or industrial. Notwithstanding Section 3-23(i)(9)(a.) above, there shall be no waivers granted from this provision related to the required zoning district of the property. Should the permittee choose to install large LED wall signs as provided in this subsection, no other LED wall signs or LED ground signs may be

located on the property. The large LED wall sign shall comply with the following additional standards:

(i) The sign shall display static messages only as opposed to moving or scrolling messages. Further, any structural component, design, or pictorial segment of the sign shall remain static at all times.

(ii) The sign shall not contain messages with varying degrees of illumination, flashing or scintillating or varying light intensity.

(iii) Messages on the sign shall not operate at a brightness level of more than .3 foot candles above ambient light, as measured using a foot candle meter at a distance of 200 feet for 10'6" × 36' wall signs. Documentation shall be provided to the City at the time of permitting certifying the sign as incapable of exceeding .3 foot candles above ambient light. Each sign display shall have a light sensing device that will adjust the brightness of the sign display as ambient light conditions change.

(iv) The sign shall be prohibited within 250 feet of residentially zoned properties.

(v) The sign permittee shall provide for public service and emergency announcements or alerts (e.g. Brevard Emergency Operations Center; Amber and Silver Alerts) to be displayed on the digital billboards at no charge and on an as-needed basis. Said permittees shall be required to submit contact information to the City as part of their permit application.

(vi) The minimum lot size of the property shall be the minimum lot area as provided in the applicable zoning district.

(vii) The minimum lot width of the property shall be the minimum lot width as provided in the applicable zoning district.

(viii) The sign shall not be permitted upon a face of a building that is nonconforming by reason of an encroachment into a setback or height. This provision shall be in addition to, and shall not be construed as supplanting, the requirements of Appendix A, Article X regarding nonconformities.

(ix) The sign shall in no case exceed 20% of the total surface area of the wall to which it is attached. However, notwithstanding Sec. 3-23, Table 1, footnote e. below, if an owner chooses to affix a second large, LED wall sign on the building, it may be the same size as the first large, LED wall sign affixed.

(x) There shall be a minimum of one thousand five hundred (1,500) feet between property lines of lots used for any large LED wall sign as provided in this subsection.

(xi) There shall be a minimum of five hundred (500) feet between the face of the building upon which a large LED wall sign is affixed and road-exits or on-ramps, intersections, or interchanges.

(xii) There shall be a minimum of two hundred (200) feet between the property line of a lot used for large LED wall sign and property lines of lots used for schools, churches, cemeteries, public parks, public playgrounds, historic sites, and landmarks.

*** * ***

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Incorporation Into Code. This Ordinance shall be incorporated into the City Code 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 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

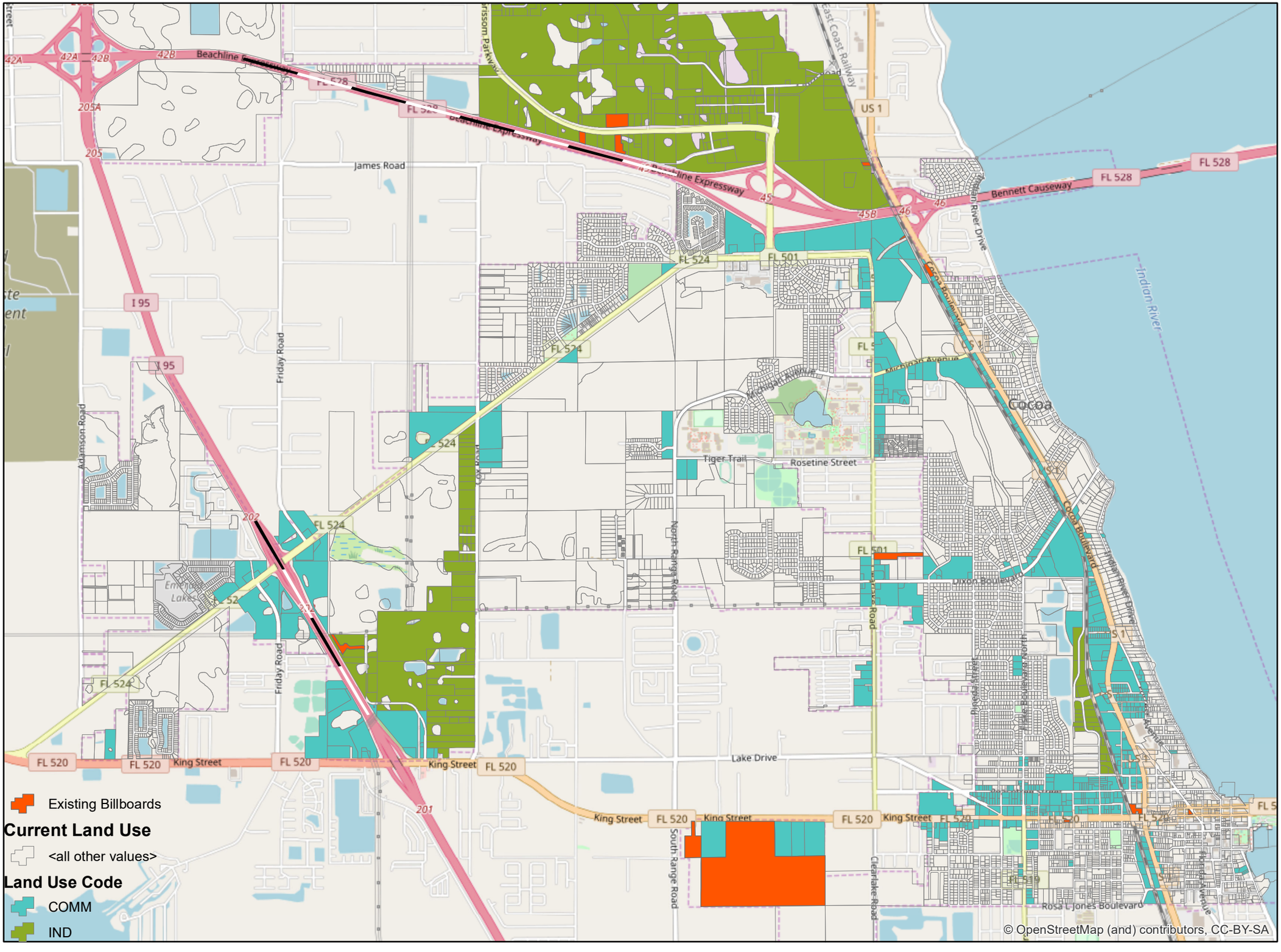
ADOPTED by the City Commission of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2018.

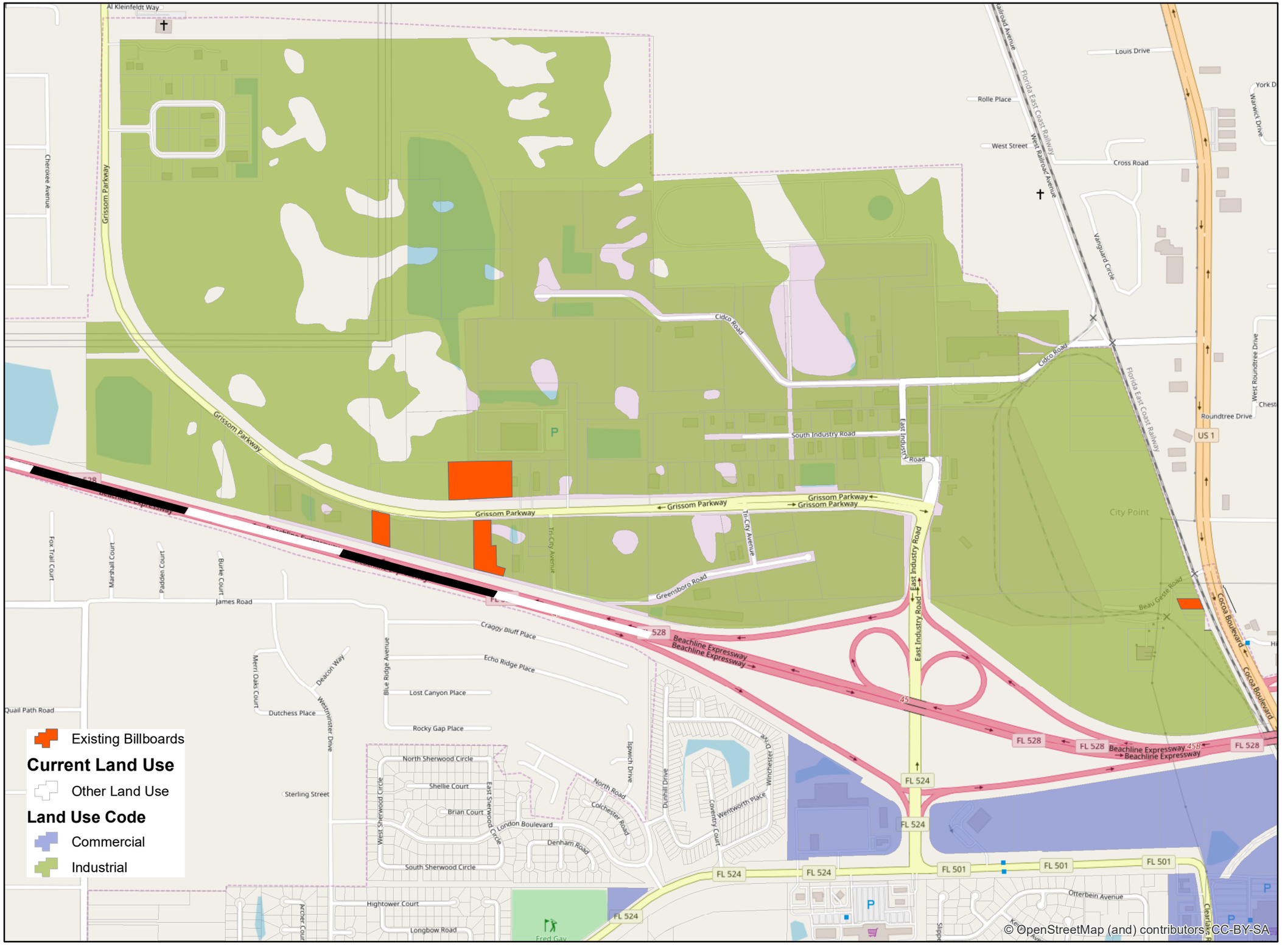
_____
HENRY U. PARRISH, Mayor

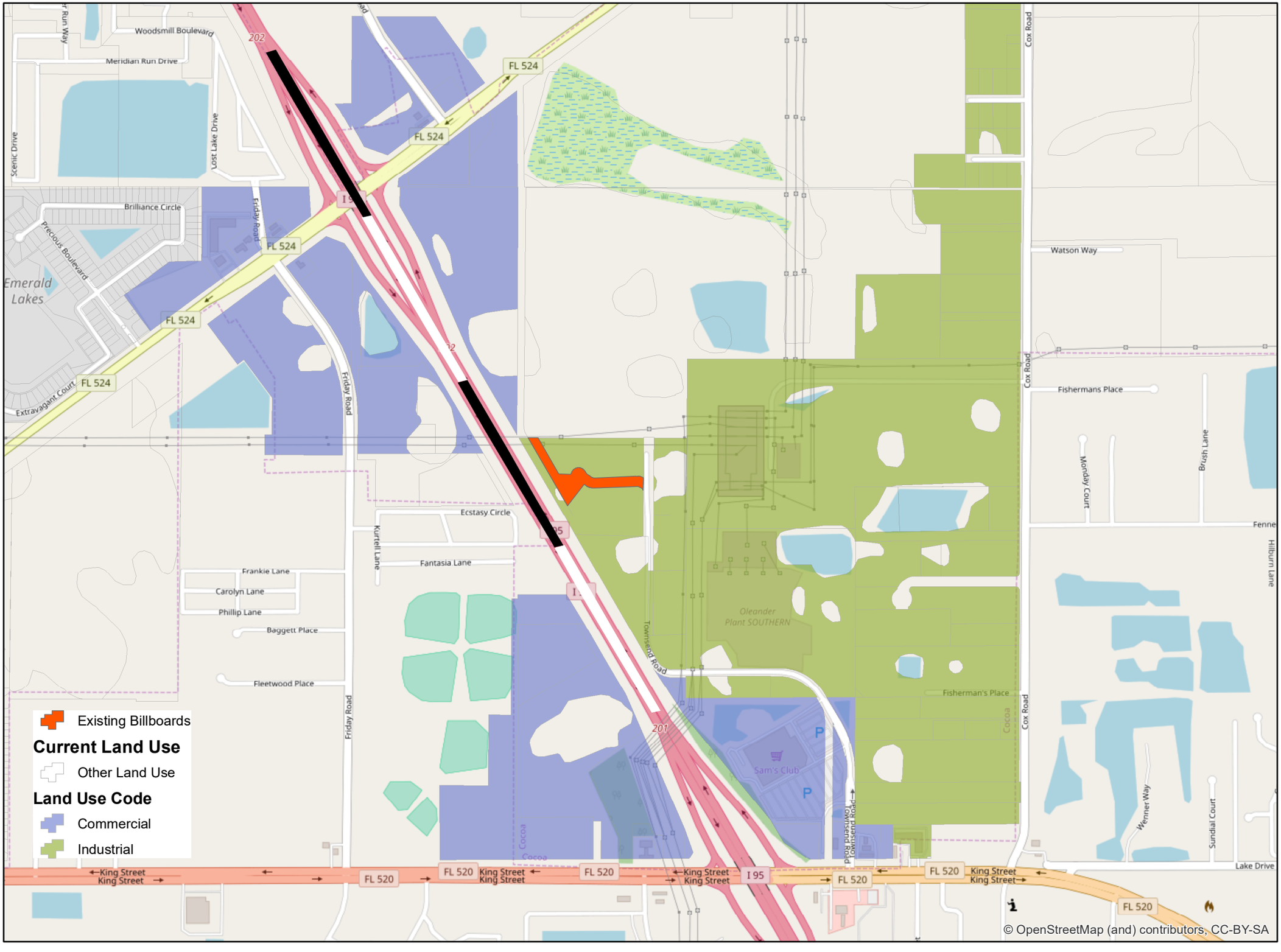
ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____


Existing Billboards
Current Land Use
<all other values>
Land Use Code
COMM
IND
Beachline Expressway
James Road
Friday Road
Adamson Road
I 95
FL 524
FL 501
US 1
FL 528
Bennett Causeway
Cocoa Boulevard
Indian River
Cocoa
Tiger Trail
Rosetine Street
Michigan Avenue
Dixon Boulevard
North Range Road
South Range Road
Clearlake Road
Lake Drive
King Street
FL 520
Rosa L Jones Boulevard
East Coast Railway
Merritt Island Causeway
Indian River Drive
Cox Road
Pineda Causeway
Hoffner Avenue
Rosa L Jones Boulevard
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Existing Billboards
Current Land Use
Other Land Use
Land Use Code
Commercial
Industrial
Al Kleinfeldt Way
Grissom Parkway
Cherokee Avenue
Cidco Road
South Industry Road
East Industry Road
Tri-City Avenue
Greensboro Road
Florida East Coast Railway
West Railroad Avenue
Louis Drive
Rolle Place
West Street
Cross Road
Vanguard Circle
Roundtree Drive
US 1
City Point
Cocoa Boulevard
Beau Geste Road
Beachline Expressway
528
FL 528
FL 524
FL 501
James Road
Fox Trail Court
Marshall Court
Paddon Court
Burke Court
Craggy Bluff Place
Echo Ridge Place
Lost Canyon Place
Rocky Gap Place
Blue Ridge Avenue
Deacon Way
Merri Oaks Court
Dutchess Place
Westminster Drive
Quail Path Road
Sterling Street
North Sherwood Circle
Shellie Court
Brian Court
West Sherwood Circle
East Sherwood Circle
London Boulevard
Denham Road
South Sherwood Circle
Colchester Road
North Road
Ipswich Drive
Dunhill Drive
Coventry Court
Wentworth Place
Winchester Drive
Hightower Court
Archer Court
Longbow Road
Fred Gay
Otterbein Avenue
Clearlake Road
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Existing Billboards
Current Land Use
Other Land Use
Land Use Code
Commercial
Industrial
Woodsmill Boulevard
Meridian Run Drive
Scenic Drive
Lost Lake Drive
Brilliance Circle
Precious Boulevard
Emerald Lakes
Extravagant Court
Friday Road
FL 524
202
I 95
Ecstasy Circle
Kurtell Lane
Fantasia Lane
Frankie Lane
Carolyn Lane
Phillip Lane
Baggett Place
Fleetwood Place
Townsend Road
Oleander Plant SOUTHERN
Sam's Club
Cocoa
201
Cox Road
Watson Way
Fishermans Place
Monday Court
Brush Lane
Fenne
Hilburn Lane
Fisherman's Place
Wenner Way
Sundial Court
Lake Drive
King Street
FL 520
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CITY OF COCOA

NOTICE OF ZONING CODE CHANGE

NOTICE IS HEREBY GIVEN THAT

THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND CITY COUNCIL

PROPOSE TO CONSIDER THE FOLLOWING ORDINANCE:

ORDINANCE 02-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 3, SECTION 3-23 OF THE CODE OF THE CITY OF COCOA; PROVIDING FOR AN EXCEPTION TO THE LIGHT EMITTING DIODE (LED) SIGN STANDARDS CONTAINED THEREIN TO ALLOW FOR LARGER LED ON-PREMISE WALL SIGNS ON PROPERTIES THAT ARE CONTIGUOUS OR ADJACENT TO INTERSTATE 95 AND/OR STATE ROAD 528; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

PLANNING & ZONING BOARD / LOCAL PLANNING AGENCY PUBLIC HEARING
WILL BE HELD ON
FEBRUARY 14, 2018
AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

CITY COUNCIL FIRST READING
PUBLIC HEARING
WILL BE HELD ON
FEBURARY 27, 2018
AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Said ordinance may be inspected by the public at the City Clerk's Office, located at 65 Stone Street, Cocoa, Florida, prior to the public hearings. Interested members of the public may appear at the public hearings and be heard with respect to the proposed ordinance.

The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising. Any person who decides to appeal any decision of the City Council with respect to any matter considered at these meetings will need a record of the proceedings and, for such purposes, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

FT-0000601082

Legislation Details (With Text)

File #:	18-63	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	2/15/2018			**In control:**	City Council
On agenda:	2/27/2018			**Final action:**	
Title:	Consider the appointment of the following applicants as members of the recently established Sustainability Advisory Board: Marlene Weiss, Lorraine Koss, William D. Childs, Jennifer Riggs, & Gisele Nieman.(Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Childs Application.pdf Koss Application.pdf Riggs Application.pdf Weiss Application.pdf Nieman Application.pdf Consideration letters.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 15, 2018
Agenda Date: February 27, 2018
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the appointment of the following applicants as members of recently established Sustainability Advisory Board: Marlene Weiss, Lorraine Koss, William D. Childs, Jennifer Riggs, & Gisele Nieman.

BACKGROUND:

The City Council, at its Regular meeting held on December 12, 2017, approved Resolution No. 2017-137, which established a Sustainability Advisory Committee. The Resolution specifically states that the committee shall consist of “no more than eleven (11) and no fewer than five (5) members, who shall be residents or owners of real property and registered voters as provided in Section 2-58 of the Code of the City of Cocoa”. Additionally, the Resolution states that “Committee members should have backgrounds and professional disciplines that will bring relevant knowledge and experience to the table to assist the City with the development of a Sustainability and Resiliency Plan required by this Resolution.”

The following Board applications have been received in the City Clerk’s office, and at this time, all

applicants meet the qualifications for serving on the board. The applicants, the district in which they reside, and their occupation/experience are noted below:

Applicant	**District**	**Occupation/Experience**
William D. Childs	District 4	Retired Architect
Lorraine Koss	District 4	Environmental management, policy, & communications
Gisele Nieman	Unincorporated	Brevard Zoo/Lagoon Restoration Specialist
Jennifer Riggs	District 2	Multi-Disciplinary/Intelligence
Marlene Weiss	District 3	Community Health & Wellness

Please note that if appointed, Ms. Lorraine Koss will resign from the Utilities Advisory Board, where she currently serves as the Chairperson.

Additionally, Ms. Gisele Nieman resides in unincorporated Cocoa District 1. She is a non-resident, but registered to vote in Brevard County, and per the Cocoa City Code, Section 2-58 (d), she qualifies to serve on the board. At this time, she is the only applicant who fits this criteria:

d. Limitation on number of nonresidents serving on boards and committees. Notwithstanding the foregoing, the maximum number of persons not satisfying both the residency and registered voter requirements of this section shall be limited to a number equal to thirty-three percent (33%) of the total number of voting board or committee members allowed to be appointed or elected to that particular board or committee.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council appoints and reappointments board members as positions become available.

RECOMMENDED MOTION:

Consider the appointment of the following applicants as members of recently established Sustainability Advisory Board: Marlene Weiss, Lorraine Koss, William D. Childs, Jennifer Riggs, & Gisele Nieman

Voter Reg. Verified
2/2/18 #100902576

Carie Shealy

From: noreply@civicplus.com
Sent: Thursday, February 01, 2018 5:45 PM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

Application for Board/Committee Membership

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

(Please Print)

First Name	William Dennis
Last Name	Childs
Application Date	2/1/2018
Address1	2100 N. Indian River Drive
City	Cocoa
State	FL
Zip	32922
District	District 4
Home Phone Number	954-829-0392
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	Retired Architect
Title/Position Held	*Field not completed.*
Date of Birth*	6/27/1940

RECEIVED
FEB 02 2018
OFFICE OF THE CITY CLERK

E-mail Address	dennis@dennischilds.com

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

(Section Break)

Various City Boards/Committees Available	Sustainability Advisory Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I am a retired architect with master degrees in architecture and city planning. I had my own architectural business in Broward County for 35 years and feel my experience would be of value to the committee. As a 14 year resident of Cocoa, I am committed to Cocoa and it's future.

(Section Break)

State Reporting Requirements

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

Voter reg. verified
2/2/18 # 1198466424

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, January 31, 2018 2:31 PM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

Application for Board/Committee Membership

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

(Please Print)

First Name	Lorraine
Last Name	Koss
Application Date	1/31/2018
Address1	2115 N. Indian River Drive
City	Cocoa
State	FL
Zip	32922
District	District 4
Home Phone Number	7032018811
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	*Field not completed.*
Title/Position Held	*Field not completed.*
Date of Birth*	5/25/1955

RECEIVED
FEB 02 2018
OFFICE OF THE CITY CLERK

E-mail Address	lorraine.koss@gmail.com

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

(Section Break)

Various City Boards/Committees Available	Sustainability Advisory Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	Yes

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	Koss Resume 2018.pdf
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	My education and career background are in environmental management, policy, and communications. For many years, I had the opportunity working at the national level with municipalities developing model programs in green infrastructure that compliment grey infrastructure for the water environment. I'm inspired by the opportunity to apply some of these creative approaches to building resilience in Cocoa through a sustainability plan. During the last six months, neighbors and myself, have worked to organize grass-roots support for the Sustainability Advisory Committee. I would love to be a part of this committee and see it actualize its goals for the entire Cocoa community.

(Section Break)

State Reporting Requirements

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

Voter Reg. verified
2/2/18 # 122452741

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, January 31, 2018 9:29 PM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

Application for Board/Committee Membership

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

(Please Print)

First Name	Jennifer Lovitt
Last Name	Riggs
Application Date	1/31/2018
Address1	1629 N Indian River Drive
City	Cocoa
State	FL
Zip	32922
District	District 2
Home Phone Number	4146988750
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	*Field not completed.*
Title/Position Held	*Field not completed.*
Date of Birth*	5/21/1971

RECEIVED
FEB 0 2 2018
OFFICE OF THE CITY CLERK

E-mail Address	jlovittriggs@yahoo.com

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

(Section Break)

Various City Boards/Committees Available	Sustainability Advisory Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	JL_Riggs_Resume_2018.docx
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I am interested in serving on the Sustainability Advisory Board because I find the topics -- and the approach it will need to take -- worthy and compelling. I think I will serve the committee well because: -I bring a long-term view and deep affection for Cocoa and Brevard County and the IRL. -I am a multi-disciplinary thinker and problem-solver by education, nature, and experience, which is in keeping with the multi-disciplinary approach and mandate of sustainability (Wellesley College, Phi Beta Kappa; The Fletcher School of Law and Diplomacy, M.A.). -As a young professional with Booz Allen Hamilton, I worked with senior leaders of the Intelligence Community and US military, and allies, to analytically assess, and plan what assets to acquire given the evolution of complex intelligence issues. I also worked extensively to elicit requirements from across the Intelligence Community and its clients/users, and then to reconcile and prioritize those requirements into coherent recommendations the Intelligence Community could all support. This experience will translate to the multi-disciplinary, and multi-stakeholder work of the Sustainability Advisory Board. -Recently, as a homeschool mom, and tutor for our co-

op, I have honed skills to reach people of different mind-sets and help them work together toward a common long-term, and often difficult goal. -I have a collaborative leadership style. -As a former management consultant, I am organized and efficient, and understand how to communicate to achieve buy in, and to complete milestones on schedule. -I also have experience with the specific dynamics of leading volunteer organizations and support organizations. -I am sensitive to concerns that the Board not overload the City of Cocoa staff. Both sets of my grandparents moved to Brevard County as part of the space race. They fell in love with the area. When they retired, they made cast nets, smoked mullet, raised citrus, kept bees and harvested honey, learned to paint in oils to capture the beauty of osprey and egret, and taught at BCC. My parents graduated from Melbourne High; they married at the chapel on Patrick and had their reception at the officer's club. Some of my most vivid childhood memories are dolphins leaping out of the lagoon's clear blue-green waters. . . . on the way to Granny's house. As my husband and I approached our mid-careers, with almost-teenagers, we could have chosen to live anywhere. We decided to live on the Indian River Lagoon, in Cocoa. It was easy to see the edenic quality of life on the river, but we also saw in Cocoa Village a diamond in the rough. And we saw throughout Cocoa an opportunity for people to come together. Surely we are at an inflection point in Cocoa's history; within the next ten years Cocoa could become one of the most lovely, inclusive, and prosperous small communities in the world! Because of our unique history, space-race heritage, water-and-lagoon based ecosystem, and our sunny climate, we have a treasure trove of resources. We also have a diverse population with so much room to grow just by working harder to live together, and by helping each other thrive and flourish in a community we can all access and enjoy. A mindset of sustainable growth needs to guide Cocoa through its inflection points: development that meets the needs of the present without compromising the ability of future generations to meet their own needs. As Cocoa moves forward, and becomes more resilient, it needs to operate at the nexus of environmental health, economic prosperity and social justice. I am delighted the City of Cocoa is seeking to establish a Sustainability Advisory Board, and I hope its work will be swift, and successful.

(Section Break)

State Reporting Requirements

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

voter reg verified
2/13/18 #10771989

Carie Shealy

From: noreply@civicplus.com
Sent: Monday, February 12, 2018 10:11 PM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

Application for Board/Committee Membership

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

(Please Print)

First Name	Marlene
Last Name	Weiss
Application Date	2/12/2018
Address1	2415 Tulane Dr.
City	Cocoa
State	Fl
Zip	32926
District	District 3
Home Phone Number	3212985831
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	*Field not completed.*
Title/Position Held	*Field not completed.*
Date of Birth*	6/17/1970

E-mail Address	*Field not completed.*

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

(Section Break)

Various City Boards/Committees Available	Sustainability Advisory Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	Yes
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I have been a resident and business owner in Cocoa since 2002. I have also volunteered with with Various organizations to bring community building dance and music performance and participation events. I graduated from The Evergreen State College in the Pacific Northwest with an emphasis in community health and wellness and would like to help organize sustainable community building here.

(Section Break)

State Reporting Requirements

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

Carie Shealy

From: noreply@civicplus.com
Sent: Monday, January 22, 2018 6:21 PM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

Application for Board/Committee Membership

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

(Please Print)

First Name	Gisele
Last Name	Nieman
Application Date	1/22/2018
Address1	4445 Seneca Ave
City	Cocoa
State	Florida
Zip	32926
District	District 1
Home Phone Number	3214468920
Work Phone Number	*Field not completed.*
Cell Phone Number	3214468920
Other Phone Number	*Field not completed.*
Place of Business	Brevard Zoo
Title/Position Held	Lagoon Restoration Specialist
Date of Birth*	5/26/1994

E-mail Address	gnieman13@gmail.com

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

(Section Break)

Various City Boards/Committees Available	Sustainability Advisory Board

(Section Break)

Eligibility	
Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	No
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information	
Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	Gisele Nieman_Resume.docx
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	While I have not previously served on any boards or committees, my passion for conservation and sustainability is what has drawn me to participate on this board. I have worked in conservation with the Brevard Zoo since January 2017. I am also a member of Turtle Coast Sierra Club. Green living makes up every aspect of my life and I feel like I would be a great asset to the Sustainability Advisory Board for Cocoa.

(Section Break)

State Reporting Requirements

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

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

February 16, 2018

Ms. Jennifer L. Riggs
1629 N. Indian River Drive
Cocoa, FL 32922

Re: Appointment to the Sustainability Advisory Committee

Dear Ms. Riggs,

The City Council will consider your application for appointment to the Sustainability Advisory Committee at the Regular City Council meeting being held on Tuesday, February 27, 2018.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

February 16, 2018

Ms. Lorraine Koss
2115 N. Indian River Drive
Cocoa, FL 32922

Re: Appointment to the Sustainability Advisory Committee

Dear Ms. Koss,

The City Council will consider your application for appointment to the Sustainability Advisory Committee at the Regular City Council meeting being held on Tuesday, February 27, 2018.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

February 16, 2018

Mr. William D. Childs
2100 N. Indian River Drive
Cocoa, FL 32922

Re: Appointment to the Sustainability Advisory Committee

Dear Mr. Childs,

The City Council will consider your application for appointment to the Sustainability Advisory Committee at the Regular City Council meeting being held on Tuesday, February 27, 2018.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

February 16, 2018

Ms. Gisele Nieman
4445 Senaca Avenue
Cocoa, FL 32926

Re: Appointment to the Sustainability Advisory Committee

Dear Ms. Nieman,

The City Council will consider your application for appointment to the Sustainability Advisory Committee at the Regular City Council meeting being held on Tuesday, February 27, 2018.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

February 16, 2018

Ms. Marlene Weiss
2415 Tulane Drive
Cocoa, FL 32926

Re: Appointment to the Sustainability Advisory Committee

Dear Ms. Weiss,

The City Council will consider your application for appointment to the Sustainability Advisory Committee at the Regular City Council meeting being held on Tuesday, February 27, 2018.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Legislation Details (With Text)

File #:	18-67	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	2/20/2018			**In control:**	City Council
On agenda:	2/27/2018			**Final action:**	
Title:	Status Update of the Voting Rights Consent Decree. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Voting Rights Consent Decree.pdf Ordinance No. 05-2012.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 22, 2018
Agenda Date: February 27, 2018
Prepared By: Anthony Garganese, City Attorney and Karen D. Hamilton, Community Development Director
Through: John A. Titkanich Jr., AICP, ICMA-CM, City Manager
Requested Action:
Informational Item - Status Update of the Voting Rights Consent Decree

BACKGROUND:

Historical Background.

The historical background of the “Voting Rights Consent Decree” is interesting from a legal perspective. However, it is crucially more important to always remember the historical background that resulted in the consent decree because of the vital voting interests which were established under the consent decree for all future Cocoa electors electing the City Council, especially the black electors of the City of Cocoa.

Prior to 1993, Cocoa electors elected councilmembers and the mayor under an entirely at-large voting system. However, on April 12, 1993, several black residents of the City of Cocoa brought an action alleging that the at-large method for electing city council members diluted minority voting strength in violation of federal law (Section 2 of the Voting Rights Act of 1965). At the time of the law suit, the City had a total population of 17,722 residents of which 5,057 (28.6%) were black and 12,326 (69.6%) were white or other. Councilmembers and the mayor were elected based on five seats (4 councilmember seats and the mayor seat). Each seat was subject to a city-wide election under which all city electors were eligible to vote for each seat election. Under this all at-large voting system, only a few black candidates ever served on the City Council prior to the filing of the law suit

(e.g., Messrs. Leon Collins and Rudy Stone). But, it is also noteworthy that Mr. Michael Blake successfully ran for an at-large council seat in 1998 during the course of the litigation, but prior to the litigation being completed.

In July of 1994, prior to the law suit going to trial, the City Council agreed to settle the case. Specifically, the City Council, by a 3-2 vote, entered into a joint consent decree with the plaintiffs whereby the City agreed to replace the at-large election method with a districting plan. Under the districting plan, the mayor would continue to be elected at-large but the other four councilmembers would be elected from single-member districts (Districts 1 through 4). However, it took the federal district court a little over five years to finally approve the consent decree due to two additional legal proceedings challenging the approved consent decree. One proceeding involved a challenge from several Cocoa registered voters who opposed the consent decree on the basis that former plaintiff, and then current councilman Rudy Stone, had a voting conflict when he voted in favor of the City entering into the consent decree. The other proceeding addressed a decision by a newly elected City Council to withdraw the City's agreement for the consent decree before approval by the federal district court. The new City Council's decision to withdraw the agreement was based, in part, on a new landmark voting rights case decided by the United States Supreme Court after the consent decree was approved. *See Miller v. Johnson*, 515 U.S. 900 (1995) (holding strict scrutiny applies when race is the 'predominant' consideration in drawing district lines such that 'the legislature subordinates race-neutral districting principles … to racial considerations.').

The additional proceedings resulted in two lengthy appeals and oral arguments before the United States Eleventh Circuit Court of Appeals in Atlanta, Georgia. The Eleventh Circuit, in two separate written decisions, held that councilmember Stone did not have a voting conflict and the City Council could not withdraw its agreement to the consent decree. Consequently, both appeals resulted in the case being remanded to the district court for further proceedings to review the legality of the consent decree agreed to by the City Council and the Plaintiffs.

Ultimately, the district court reviewed the legality of the consent decree. After the district court's review, the court determined that "strict scrutiny" under *Miller v. Johnson* did not apply in this case because the court found that the districting plan agreed to by the City Council on April 12, 1993 did not use race as the "predominant" factor in drawing the city council district boundaries. To the contrary, the districting plan used traditional race-neutral districting criteria, such as population equality, compactness, contiguity, and respect for shared interests, and the traditional criteria was not subordinated to race in the development of the districting plan agreed to under the consent decree. Therefore, the consent decree was approved by the district court and it took effect on August 27, 1999. The district court has retained jurisdiction to supervise performance of the consent decree to the extent necessary.

Amendments of the City Charter to Incorporate the Consent Decree

Subsequent to the consent decree being approved by the district court on August 27, 1999, the City Council amended the City Charter to incorporate the substantive single-member district voting method agreed to under the consent decree. *See, e.g.,* Cocoa Ordinance No. 19-99; Article III, Section 1 of the Cocoa City Charter (all candidates for the council shall qualify for a single district and such candidates shall be voted for and elected solely by voters residing in the district. Further, all qualified voters of the entire city shall be allowed to vote for the election of the mayor). In addition, the consent decree provides that after the 2000 census the district boundaries "may be adjusted to account for shifts or growth in population," provided "an equal opportunity to African Americans to

participate in the political process and elect their candidates of choice in accord with the Voting Rights Act." *See* Article V, Consent Decree. In furtherance of Article V of the Consent Decree, the City Charter was also amended by the voters in 2010 to establish a procedure and process under which the districting plan will be regularly reviewed and modified after every federal decennial census if necessary. *See* Cocoa Ordinance No. 13-2010 and Referendum 11-2-2010; Article III, Section 15 of the Cocoa City Charter (requiring the City Council to appoint a Districting Commission one year before the first general election of the City Council after each decennial census to recommend a districting plan as required by the City Charter, and requiring any plan to comply with certain specifications including compliance with the requirements of the United States Constitution and Voting Rights Act). The procedure and process adopted by the City was substantially modeled after the National Civic League's Model City Charter and has already been used once since its enactment after the 2010 census data became available to the City. Like all election districting plans, the City's districting plan requires periodic review and modification to account for shifts or growth in population so the districting plan stays in strict compliance with the Constitution and Voting Rights Act.

Districting Plans Since the Consent Decree Became Effective on August 27, 1999

Essentially there have been two districting plans since the consent decree was approved by the district court and became effective on August 27, 1999: (1) the initial districting plan approved by the consent decree itself; and (2) the districting plan approved by the City Council after the 2010 census in accordance with Article III, Section 15 of the Cocoa City Charter.

The initial districting plan was created in circa 1994 and was most likely drawn using data from the 1990 census. The boundaries of the initial four city council districts are denoted on the black and white map which was approved by the City Council and the Plaintiffs and is incorporated into the consent decree. The map is attached as an Exhibit to this Agenda Item. The population demographics of the four districts at the time of creation were as follows:

TABLE 1: 1994 - Consent Decree Districting Data

Population Type	District 1	District 2	District 3	District 4
Black	3,216	1,158	371	311
White	1,025	3,056	4,109	4,118
Other Races	98	148	212	156
Total General P	***4,300***	***4,296***	***4,594***	***4,513***
Adult Black	2,019	634	225	199
Adult White	839	2,405	3,123	3,262
Adult Other	68	112	153	109
Total Voting Ag	***2,896***	***3,095***	***3,428***	***3,521***

Relevant to the settlement reached under the consent decree related to the vote dilution claim was that District 1 created a majority-minority district comprised of a black voting age population of 2,019 (69.72%). The other three districts, in chronological order, were comprised of white voting age populations of 77.71%, 91.10% and 92.64% respectively.

However, because of the ongoing litigation after the consent decree was approved by the City Council, the first election for District 1 did not occur until November 2, 1999. By that time, significant

population changes and shifts were already occurring within the four districts. In fact, those changes were evident when the City received the 2000 federal census data. For example by 2000, total populations decreased for each district except for District 4. Further, the black voting population had decreased to 1,730 (61.48%) in District 1. But, on the other hand, the black voting population increased to 32.93% in District 2 from 20.48% and increased to 15.46% from 5.65% in District 4.

Although population changes and shifts were evident based on the 2000 census data, the changes and shifts were not legally significant enough in 2000 to warrant changes to the initial districting plan, and the initial districting plan approved under the consent decree was used in future council district elections. Under the initial districting plan, several black candidates successfully ran, and were re-elected, for seats on the City Council. District 1: Ms. Jewel Collins, Mr. Michael Blake, and Mr. Clarence Whipple; District 2: Jake Williams; and Mayor: Michael Blake. Furthermore, for the first time in Cocoa's long history, this election success also resulted in a City Council comprised of a majority of black residents (former Mayor Blake and Councilmen Whipple and Williams) from 2006 to 2012.

In 2011, the results of the 2010 federal decennial census were released including population and demographic data for the city of Cocoa. The data from the 2010 census revealed that population changes and shifts were continuing within the four council districts as follows:

Table 2: 2010 - Census Data by District

Populatio	District 1		District 2		District 3		District 4	
	#	%	#	%	N	%	N	%
Black	2,128	56.4	1,780	41.52	349	7.55	1,116	24.93
White	1,363	36.16	1,722	40.17	4,032	87.18	3,020	67.46
Other Rac	278	7.38	785	18.31	244	5.28	341	7.62
Total Gen	***3,769***		***4,287***		***4,594***		***4,477***	
Adult Blac	1,540	53.51	1,157	38.06	245	6.49	768	21.90
Adult Whi	1,179	40.97	1,395	45.89	3,367	89.19	2,508	71.51
Adult Othe	159	5.52	488	16.05	163	4.32	231	6.59
Total Vot	***2,878***		***3,040***		***3,775***		***3,507***	

However, this time the population changes and shifts evidenced by the 2010 census data revealed significant Cocoa population changes and shifts in general and within the four council districts that warranted modifications to the council district boundaries.

The City Council appointed a Districting Commission at its regular meeting on October 25, 2011 pursuant to the City Charter. When the districting commission process was completed, the City Council approved Ordinance No. 05-2012 approving a modified districting plan taking into account the population changes and shifts reflected in the 2010 census data (by census block) and the districting principles required by the City Charter and consent decree. A copy of Ordinance No. 05-2012 is attached to this Agenda Item and includes a map of the four district boundaries. In addition, the 2010 census demographic data of the four districts (by census block within each district) at the time the modified district boundaries were approved by Ordinance No. 05-2012 is stated in Table 3 below.

Table 3: 2012 - Redistricting Boundaries

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Populatio	District 1		District 2		District 3		District 4	
	#	%	#	%	N	%	N	%
Black	2,396	55.79	1,569	37.01	313	7.20	1,095	25.60
White	1,582	36.83	1,905	44.94	3,801	87.46	2,849	66.60
Other Rac	317	7.38	765	18.05	232	5.34	334	7.81
Total Gen	***4,295***		***4,239***		***4,346***		***4,278***	
Adult Blac	1,724	52.79	1,020	33.44	226	6.33	740	22.34
Adult Whi	1,368	41.89	1,541	50.52	3,190	89.31	2,350	70.95
Adult Oth	174	5.33	489	16.03	156	4.37	222	6.70
Total Vot	***3,266***		***3,050***		***3,572***		***3,312***	

Although the Districting Commission recommended a slightly different districting plan, the City Council approved (3-2) a districting plan recommended by City Staff that actually preserved the majority-minority status of the black voting age population in District 1 (52.79%).

Under the 2012 districting plan, one black candidate has successfully run for a District 1 council seat: Mr. Michael Blake (unopposed) during the 2014 general election. The other district elections did not include a black candidate: District 2 Ms. Brenda Warner (defeated Ed Lanni); District 3 Don Boisvert (unopposed) and District 4 Mr. Tyler Furbish (unopposed). In the November 2018 general election, there will be regularly scheduled council elections in Districts 1 and 4.

Future Districting Plans

The 2020 Census provides the next regularly scheduled opportunity for the City to re-evaluate its districting plan pursuant to Article III, Section 15 of the City Charter. At the time the new 2020 census data is received by the City, the City Council will appoint a Districting Commission who will evaluate the data and recommend any necessary adjustments to the council district boundaries. Notwithstanding, per Section 6 of Ordinance No. 05-2012, the district boundaries can also be adjusted on an interim basis by the city manager if additional lands are annexed by the City, or by the City Council to the extent that population demographics produce legal circumstances that warrant redistricting of one or more councilmember districts to satisfy the provisions of the City Charter and consent decree. At this time, the City staff is not aware of any legal circumstances that would warrant a modification of the current districting plan prior to the 2020 census data being made available.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

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At the February 13, 2018 Council meeting, Council, at Councilman Whipple's request, requested a status update regarding the Voting Rights Consent Decree.

RECOMMENDED MOTION:
N/A Informational Item - Status Update

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

CHARLES STOVALL, et al.,
Plaintiffs,

v. CASE NO. 93-257-CIV-ORL-18A

CITY OF COCOA, et al.,
Defendants.
_____/

CLERK, U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

ORDER

Black residents of the City of Cocoa bring this action against the City and several other defendants claiming that the City's at-large method of electing its five-member city council violates Section 2 of the Voting Rights Act of 1965, 42 U.S.C. § 1973. In a joint consent decree, the City agreed to replace the at-large election method with a districting plan. After the court later allowed the defendants to withdraw the parties' joint motion for entry of consent decree, the Eleventh Circuit found on appeal that the defendants could withdraw the joint motion only if the districting plan within the consent decree was "unfair, unreasonable, or unconstitutional" and remanded for a determination as to the constitutionality of the districting plan. On remand, the court conducted an evidentiary hearing on August 23, 1999. From the evidence presented, the court concludes that the districting plan is constitutional because it is not based predominantly on race, and the consent decree should be entered.

I. Factual Findings

The City of Cocoa is a municipal corporation located in Brevard County, Florida. The City has a total population of 17,722 residents of which 5,057 (28.6%) are black and 12,326 (69.6%) are white.

The Cocoa City Council is the City's principle governing body. The City Council consists of five members each of whom are elected at-large. One of the five members also serves as the mayor.

Prior to April 1993, only two blacks had ever been elected to the Cocoa City Council under the at-large election method. On April 12, 1993, the plaintiffs, who are all black residents of the City of Cocoa and registered voters qualified to vote in the Cocoa City Council elections, brought this action against the City and several other defendants claiming that the at-large election method dilutes minority voting strength in violation of federal law.

In July 1994, the parties entered into a joint consent decree whereby the City agreed to replace the at-large election method with a districting plan. Under the districting plan, the Mayor-Councilmember would continue to be elected at-large but the other four council members would be elected from single-member districts, which are referred to as Districts 1 through 4. District 1 would encompass the City's southern extremity where the population is predominantly black. Districts 2 through 4 would contain a majority of white voters. The City Council approved the districting plan by a 3-2 vote.

The City adopted the districting plan because the City wanted to provide minority voters with more access to the political process and because the City wanted to end the present litigation. The consent decree states that the "purpose of this Decree is to provide minority voters equal access to the political processes for electing members of the Cocoa City Council . . ." (Pls.' Ex. 2.) Furthermore, former city council member John Blubaugh testified that the City council adopted the consent decree because the City council had received legal advice suggesting that litigating the case would be expensive and that the City was likely to lose.

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(Rev.8/82)

Although the City decided to adopt the consent decree to increase minority access to voting and to settle the present litigation, race-neutral factors were the dominant considerations in the drawing of the districts. This finding is supported by substantial evidence.

First, the City Council reviewed several districting plans and evaluated the proposed plans based on traditional race-neutral factors. As evidence, the Council rejected one proposed plan because it violated a one person, one vote standard. (Pls.' Ex. 15.)

Second, the districting plan that was ultimately adopted reflects considerations other than race. A cursory review of the districting map shows that District 1, the majority black district, is compact and does not have any bizarre appendages that would suggest that race played a role in the creation of the district. Moreover, the plaintiffs produced convincing expert testimony and an accompanying report showing that the four districts created by the plan satisfy race-neutral criteria such as population equality, contiguity, and compactness, and that the districts respect existing local boundaries by not dividing any voting precincts. (Pls.' Ex. 6.) Districts 3 and 4 are the only districts with unusual shapes, and the testimony showed that they were drawn to protect two incumbent council members who resided in close proximity to one another.

The defendants did not offer any evidence to refute the conclusion that the districting plan respected traditional, race-neutral districting principles. The only evidence that the defendants offered to show that the drafting of the plan was based on race was the testimony of Mr. Blubaugh, who stated that the boundaries of District 1, the majority black district, were not negotiable during the drafting process. Mr. Blubaugh's statement is insufficient to show that race was the dominant factor in drafting the districts because, based upon the plaintiffs' overwhelming evidence, the court can only conclude that the drafters carefully considered several drafts in light of a variety of race-

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neutral factors and that the drafters selected the final draft only after they were satisfied that all of the criteria were met. (Pls.' Exs. 1, 6, 15.)

II. Conclusions of Law

The defendants challenge the consent decree on the ground that the districting plan violates the Equal Protection Clause of the Fourteenth Amendment as well as federal and state statutes. The court will first address the Equal Protection Clause challenge and then the other arguments.

A. Whether the Plan Violates the Equal Protection Clause

To determine whether the districting plan violates the Equal Protection Clause, the court must first determine whether a strict scrutiny standard applies. If strict scrutiny applies, then the court must examine whether the plan is narrowly tailored to serve a compelling interest. If strict scrutiny does not apply, then the defendants' equal protection claim fails. *See Theriot v. Parish of Jefferson,* 966 F. Supp. 1435, 1449 (E.D. La. 1997), *aff'd*, 1999 WL 624026 (5th Cir. Aug. 17, 1999); *DeWitt v. Wilson,* 856 F. Supp. 1409, 1415 (E.D. Cal. 1994). In making these determinations, the court must be mindful of the Eleventh Circuit's caveat that "[w]hen a federal court reviews a redistricting plan, it intrudes 'on the most vital of local functions' and must accord legislatures the presumption of good faith . . ." *Dillard v. City of Greensboro,* 74 F.3d 230, 235 (11th Cir. 1996) (quoting *Miller v. Johnson,* 515 U.S. 900, 916 (1995)).

To establish that strict scrutiny applies, the defendants, as challengers to the plan, must show that "race was the predominant factor motivating the . . . decision to place a significant number of voters within or without a particular district." *Miller,* 515 U.S. at 916, 920. To make this showing, the defendants "must prove that the legislature subordinated traditional race-neutral

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districting principles, including but not limited to compactness, contiguity, and respect for political subdivisions or communities defined by actual shared interests, to racial considerations." *Id.; Hunt v. Cromartie,* 119 S. Ct. 1545, 1549 (1999).

"Strict scrutiny does not apply merely because redistricting is performed with consciousness of race." *Bush v. Vera,* 517 U.S. 952, 958 (1996) (O'Connor, J., plurality). "States may intentionally create majority-minority districts, and may otherwise take race into consideration, without coming under strict scrutiny . . . [O]nly if traditional districting criteria are neglected, *and* that neglect is predominantly due to the misuse of race, does strict scrutiny apply." *Id.* (emphasis in original).

Here, the defendants argue that the districting plan is predominantly based on race because the City adopted the plan only in response to the plaintiffs' lawsuit and because, according to Mr. Blubaugh, the boundaries of District 1 were not negotiable. These arguments are unconvincing. Although the City adopted the districting plan in response to the plaintiffs' lawsuit, race-neutral criteria such as population equality, compactness, contiguity, and respect for shared interests were the predominant factors used in drawing the districts. Consequently, the court can only conclude that race was not the predominant factor and that traditional race-neutral districting criteria were not subordinated to race in the development of the districting plan. *See Harvell v. Blytheville Sch. Dist. No. 5,* 126 F.3d 1038, 1040-42 (8th Cir. 1997) (approving a redistricting plan that did not reject traditional, non-racial districting criteria even though race was the only reason for deciding to redraw the districts).

The defendants further argue that strict scrutiny should apply because the court's reliance on *Bush v. Vera,* 517 U.S. 952, 958 (1996) is improper. Specifically, the defendants contend that *Bush* is not authoritative because the decision was rendered only by a plurality of the Supreme

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Court. This argument is unpersuasive because, even assuming that *Bush* does not apply, the Supreme Court's other precedents still require that the defendants show that the plan "subordinated" race-neutral criteria for race, and the defendants have failed to make that showing here. *See, e.g., Shaw v. Hunt,* 517 U.S. 899, 905 (1996) ("[S]trict scrutiny applies when race is the 'predominant' consideration in drawing the district lines such that 'the legislature subordinate[s] race-neutral districting principles . . . to racial considerations.'"); *Miller,* 515 U.S. at 916.

B. Whether Approval of the Plan Would Violate State and Federal Statutes

The defendants also argue that the consent decree is invalid because, according to the defendants, Section 166.031 of the Florida Statutes allows a municipality to amend its charter only by unanimous vote, and the City Council approved the consent decree by a 3-2 vote. The defendants' reliance upon Section 166.031 is misplaced because Section 166.031, by its own terms, is "supplemental to the provisions of all other laws relating to the amendment of municipal charters and is not intended to diminish any substantive or procedural power vested in any municipality by present law." Fla. Stat. § 166.031(3) (1997). Because Section 166.031 does not diminish any power of a municipality, Section 166.031 does not restrict the City's authority under the Cocoa City Charter to settle litigation to which the City is a party, and, under the terms of the City Charter, the consent decree was properly adopted by a 3-2 vote. *See* Cocoa City Charter, Art. III, § 13(b).

The defendants additionally argue that approval of the consent decree would violate the Voting Rights Act, 42 U.S.C. § 1973(b), by creating proportional representation by a protected class. This argument is without merit because Section 1973(b) merely provides that "nothing in this section establishes a right to have members of a protected class elected in numbers equal to

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their proportion in the population." Simply because Section 1973(b) does not create a right to proportional representation does not mean that Section 1973(b) prohibits parties from agreeing to a districting plan that may result in proportional representation.

III. Conclusion

Because the districting plan is not based predominantly on race, strict scrutiny does not apply, and the defendants' equal protection challenge to the districting plan fails. Also, the defendants' statutory arguments are without merit. Consequently, the court **DENIES** the defendants' motion to withdraw the parties' joint motion for approval of consent decree (doc. 52).

Furthermore, the court **GRANTS** the parties' joint motion to enter consent decree and judgment (doc. 29). The court will enter the consent decree separately.[1]

It is **SO ORDERED** in Orlando, Florida this 27 day of August, 1999.

G. KENDALL SHARP
United States District Judge

Copies to counsel of record

[1]The court will actually enter a copy of the consent decree as the official consent decree. The court is satisfied with the authenticity of the copy because both parties submitted identical copies of the original consent decree as exhibits during the August 23, 1999 hearing, and the court's copy was made from those exhibits. *See* Pls.' Ex. 2; Defs.' Ex. 3.

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(Rev.8/82)

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

MARY GEORGE, *et al.*,

PLAINTIFFS,

v.

CITY OF COCOA, FLORIDA, *et al.*

DEFENDANTS.

C.A. No. 93-257-CIV-ORL-18

CONSENT DECREE

I. Introduction

This Voting Rights case was filed on April 12, 1993, alleging that the at-large method of electing members of the Cocoa City Council (the "Council") diluted African American voting strength in violation of Section 2 of the Voting Rights Act, 42 U.S.C. 1973. The Court has jurisdiction over this action pursuant to 28 U.S.C. 1331 and 1343. This Consent Decree is being effectuated pursuant to a settlement agreement of the parties to this action.

The plaintiffs in this action are African American residents and registered voters of Cocoa, Florida. They allege that the use of an at-large system of electing the Cocoa City Council featuring numbered posts and staggered terms violates the Voting Rights Act in that it denies African Americans an equal opportunity to participate in the political process and to elect their candidates of choice.

The defendants are officers or agents of the City of Cocoa who are charged with the responsibility of creating the method of

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election for the Council and administering the election of the Council.

Consistent with all of the foregoing, and the court being fully apprised, it is ORDERED, ADJUDGED and DECREED as follows:

II. General

A. Purpose. The purpose of this Decree is to provide minority voters equal access to the political processes for electing members of the Cocoa City Council and to enhance the political participation and awareness of all citizens.

B. Voting Rights. Voting is a right inherent in citizenship in the City of Cocoa and in the United States. Defendants, including their officers, agents, employees, successors in office, and all those acting in concert with them or at their direction or control, shall not engage in any practice or implement any policy unlawfully encumbering the franchise of any Cocoa citizen eligible to vote under the Constitution and laws of the United States.

III. Adoption of 4/1 Electoral System

At its regularly scheduled meeting on November 9, 1993, the Cocoa City Council passed a motion approving the adoption of an electoral scheme for the Cocoa City Council whereby four members of the Council are to be elected from single member districts

(hereinafter, sometimes referred to as "seat") with the mayor elected at-large. The five positions on the Cocoa City Council shall be designated as follows: a. Mayor (At-Large); b. Cocoa City Council District 1; c. Cocoa City Council District 2; d. Cocoa City Council District 3; e. Cocoa City Council District 4. The motion specifically authorized the Cocoa City Attorneys Office to offer a combination district/at-large plan to plaintiffs as a settlement offer.

The Cocoa City Council passed a motion adopting a Cocoa City Council districting plan (the "Settlement Plan") at its regularly scheduled meeting on May 10, 1994. The Settlement Plan provides as follows:

> 1. District 1 is comprised of a total population of 4,300 persons, with an African American voting age population of 2,019 (69.72%), for the election of one Cocoa City Councilmember. *See* Attachment 1.
>
> 2. District 2 is comprised of a total population of 4,296 persons, with a white voting age population of 2,405 (77.71%), for the election of one Cocoa City Councilmember. *See* Attachment 1.
>
> 3. District 3 is comprised of a total population of 4,594 persons, with a white voting age population of 3,123 (91.10%), for the election of one Cocoa City Councilmember. *See* Attachment 1.
>
> 4. District 4 is comprised of a total population of 4,513 persons, with a white voting age population of 3,262 (92.64%), for the election of one Cocoa City Councilmember. *See* Attachment 1.

The parties to this Decree agree that the Cocoa City Council districts in the Settlement Plan, which is created in compliance with Section 2 of the Voting Rights Act, are geographically compact, have not been crafted solely on the basis of race, and

therefore, do not violate the United States Supreme Court's decision in *Shaw v. Reno*, 509 U.S. ____, 113 S. Ct. 2816 (1993).

Candidates running for positions from single member districts must be residents of the district from which they run for one year prior to the date of the election, and shall be voted for and elected solely by voters of that district. Councilmembers shall serve three-year terms. In accordance with Article XVII, Section 4 of the Cocoa City Charter, all candidates running for the Council may win by garnering a plurality of the vote; and in case of a tie vote, a special runoff election shall be held no later than 15 days following the initial election.

Article XVII, Section 1 of the Cocoa City Charter is hereby amended to provide that candidate qualifying statements shall be substantially in the following form:

> I am a candidate for (mayor/council district __) in the election of (date of scheduled election) and I agree to serve if I am elected. I reside at (address of candidate) and represent that my residence is located in Council District __ and that I am a qualified voter in the State of Florida, have resided in the City of Cocoa, or in area which has been annexed by the City of Cocoa and have lived at such address for at least one year immediately preceding my qualifying herein.
>
> (Signature of Candidate)

IV. Implementation

The incumbent Council members shall declare their intent to be assigned to and represent the Cocoa City Council districts in the Settlement Plan as follows:

Mayor (At-Large) Lester Campbell

Cocoa City Council District 1	Rudolph Stone
Cocoa City Council District 2	Ray DeBord
Cocoa City Council District 3	John Lee Blubaugh
Cocoa City Council District 4	Dave Salisbury

The at-large election of the Cocoa City Council, featuring the numbered-post system described in Article XVII, Section 3 of the Cocoa City Charter, is hereby declared invalid by the terms of this Decree. Accordingly, consistent with Section III of this Decree, Article XVII, Section 3 is amended to provide that four members of the Cocoa City Council shall be elected from single member districts and the mayor shall be elected at-large. All candidates for the Council shall qualify for a single seat. For each such seat, the names of the candidates shall be shown and listed on the election ballot in alphabetical order of their surnames. In addition to casting one vote for the position of Mayor, each voter shall cast one vote for candidates running from a council district and, in accordance with Section III of this Decree, such candidates shall be voted for and elected solely by voters residing in the district.

The expiration of each council member's term shall remain unchanged from Article III, Section 10 of the Cocoa City Charter. Accordingly, the election to fill the position of Mayor shall be held in November, 1994. Elections for Districts 2 and 4 shall be held in November, 1995. Elections for Districts 1 and 3 shall be held in November, 1996. Beginning in 1994, elections for the Cocoa City Council shall be conducted pursuant to the Settlement Plan.

If a vacancy occurs in any district prior to 1996, such vacancy shall be filled pursuant to the Settlement Plan. Vacancies

for a city council district seat may only be filled by persons who otherwise would qualify for election to the seat pursuant to the terms of this Decree and the Cocoa City Charter. Vacancies for the position of Mayor are to be filled pursuant to the Cocoa City Charter. In the event vacancies should occur which would lead to the invocation of Article III, Section 10(d) of the Cocoa City Charter, such vacancies are to be filled pursuant to Article III, Section 10(d), except that if the Cocoa City Charter conflicts with any provision of this Decree, the Decree shall be the controlling law.

V. Redistricting:

After the next decennial census (in the year 2000), the boundaries of the divisions created herein may be adjusted to account for shifts or growth in population. However, any redistricting must provide an equal opportunity to African Americans to participate in the political process and elect their candidates of choice in accord with the Voting Rights Act. The Court will retain jurisdiction of this case as indicated below at Section XI of this Decree to insure that any redistricting is in strict compliance with the Voting Rights Act.

VI. Attorneys Fees, Costs and Expenses

The plaintiffs are prevailing parties within the meaning of

the federal attorney fees statute, 42 U.S.C. 1988 and 42 U.S.C. 1973(l). Accordingly, the defendant City of Cocoa agrees to pay to plaintiffs' counsel NAACP Legal Defense and Educational Fund, Inc. and Florida Rural Legal Services, Inc. reasonable costs and attorneys fees in the total amount of $49,750.00. Of the total amount, plaintiffs' counsel NAACP Legal Defense and Educational Fund, Inc. shall receive $29,135.24, which includes total costs in the amount of $4,845.24 and attorneys fees for Gailon McGowen (122.8 hours @ $175/hr. & 18 hours of travel @ $87.50/hr.) and Sherrilyn Ifill (3 hours @ $175/hr. and 8 hours of travel @ $87.50/hr.) in the amount of $24,290. Plaintiffs' counsel Florida Rural Legal Services, Inc. shall receive $20,614.76, which includes total costs in the amount of $1,366.01 and attorneys fees for Cristina Correia (99.45 hours @ $150/hr. and 57.75 hours of travel @ $75/hr.) in the amount of $19,248.75. Defendant City of Cocoa agrees that the total monetary sums for costs and attorneys fees are reasonable pursuant to applicable law and are payable within 30 days after the execution of this Decree or they shall draw interest as provided by applicable law.

Neither the absence from this decree of any stated legal basis for relief asserted in the Complaint or the plaintiffs' other submissions, nor the absence of any kind of relief or measure of relief, reflects upon the plaintiffs' degree of success in this action. This paragraph is designed to address the omission from this decree of a complete removal of the at-large system, it being the intention of the parties that omission of such relief shall

have no bearing on the matter of attorneys' fees.

VII. Release

Full payment by defendants of all attorneys' fees, costs and disbursements as may be required or ordered from time to time under this decree shall constitute a full release for said sums by all named plaintiffs in this action with respect to defendants. Nothing contained in this decree, however, shall be construed as a release or waiver by any named plaintiffs of costs, disbursements and reasonable attorneys' fees wherever provided for in this decree for the enforcement of the terms of this decree, or as otherwise provided by law.

VIII. Non-Retaliation

Defendants shall not retaliate against any person for having participated in any way in this litigation; for having opposed any practice made unlawful by the Voting Rights Act or other laws of the United States, City of Cocoa or County of Brevard; for having aided, assisted or cooperated with plaintiffs or their counsel; for having reported any alleged violation of law or of this decree; or for having assisted any other person in so doing. This paragraph shall not be interpreted to limit any party's participation in any political campaign or campaign process.

IX. Compliance and Reporting

Counsel for the parties agree to confer with each other in good faith on the terms and purposes of this Decree or on any modification of this Decree as the necessity arises in advance of petitioning the Court for relief from or modification of this Decree.

X. Other Laws in Force

All other statutes and laws governing the conduct of Cocoa City Council elections shall be applicable to such elections so long as they are consistent with, and do not interfere with or obstruct, this Consent Decree.

XI. Jurisdiction

The Court shall retain active jurisdiction of this Action to supervise performance of the terms of this Decree, and to grant such supplemental or corrective relief as may be necessary or appropriate. However, the parties shall endeavor to resolve any differences arising under this Decree themselves before applying to this Court.

XII. Order Approving Consent Decree

The Court, having fully examined the provisions of this Decree, finds that the entire settlement is reasonable, just and in accord with the Congressional purpose in enacting Section 2 of the Voting Rights Act of 1965, as amended, 42 U.S.C. 1973 *et seq.* Further, the Court finds that the rights and interest of the parties under law are fully protected by this Decree. Therefore, the Court approves this settlement and compromise of this action.

IT IS ORDERED THIS 27 DAY OF August, 1994.

United States District Judge

Consented To:

RICHARD S. AMARI
BRADLEY R. BETTIN, SR.
Florida Bar # 369403
Amari, Theriac, Eisenmenger
& Woodman, P.A.
Mariner Square, Suite 302
96 Willard Street
Cocoa, Florida 32922
(407) 639-1320

CRISTINA CORREIA
Florida Bar # 870005
Florida Rural Legal
Services, Inc.
5700 Lake Worth Rd.
Suite 212
Lake Worth, Florida 33463
(407) 968-4427

ELAINE R. JONES
THEODORE M. SHAW
CLYDE MURPHY
NAACP Legal Defense and
Educational Fund, Inc.
99 Hudson Street
16th Floor
New York, New York 10013
(212) 219-1900

DISTRICT # 1 TOTALS
IDEAL POP : 4425.75
EVIATION : -2.84%

OTAL POP :	4300		TOTAL VAP :	2896	
HITE POP :	1025	23.84%	WHITE VAP :	839	28.97%
LACK POP :	3216	74.79%	BLACK VAP :	2019	69.72%
ISPA POP :	75	1.74%	HISPA VAP :	50	1.73%
NDIA POP :	6	0.14%	INDIA VAP :	6	0.21%
SIAN POP :	17	0.40%	ASIAN VAP :	12	0.41%

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Page : 1
District : 1

ST	COUNTY	PRECINCT	DIVISION	PLACE	TRACT	BLOCK
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	104
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	105
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	103
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	108
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	102
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	201
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	107
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	109
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	202
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	111
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	110
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	210
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	115
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	114
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	113
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	112
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	123
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	117
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	118
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	119
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	101
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	208
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	114A
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	115
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	122
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	125
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	124
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	206
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	207
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	209
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	106
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	121
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	117
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	305
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FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	116
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FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	211
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	304
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	303
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	301
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	202
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	302
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	118A
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	203
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0627	201
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	210
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	306
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	308
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	211

ST	COUNTY	PRECINCT	DIVISION	PLACE	TRACT	BLOCK
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	307
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	302A
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	406
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	204
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	405
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	404
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FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	435
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	401
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	205
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	309
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	208
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	312
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	209
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	212
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	313
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	414
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FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	315
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	311
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	407
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	410
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	411
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FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	312
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	313

ST	COUNTY	PRECINCT	DIVISION	PLACE	TRACT	BLOCK
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	216
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FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	422
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FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	310A
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FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	427
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	421
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	326
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	323
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	431
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	430
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	235
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	322
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	319
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	321
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	320
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	236
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	232
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	231
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	428
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	237
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	238
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	434
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0627	239
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	429

DISTRICT #	2 TOTALS				
IDEAL POP :	4425.75				
DEVIATION :	-2.93%				
TOTAL POP :	4296		TOTAL VAP :	3095	
WHITE POP :	3056	71.14%	WHITE VAP :	2405	77.71%
BLACK POP :	1158	26.96%	BLACK VAP :	634	20.48%
HISPA POP :	99	2.30%	HISPA VAP :	77	2.49%
INDIA POP :	19	0.44%	INDIA VAP :	15	0.48%
ASIAN POP :	30	0.70%	ASIAN VAP :	20	0.65%

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District : 2

ST	COUNTY	PRECINCT	DIVISION	PLACE	TRACT	BLOCK
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0622	302
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	601
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	602
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	605
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	501
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	606
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	503
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	502
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	607
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	401
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	402
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	608
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	504
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	505
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	403
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	609
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	603
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	610
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	507
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	506
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0622	301
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	404
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0622	303
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	407
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	508
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	509
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	405
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	511
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	406
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	510
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	513
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	512
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	514
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	611
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	516
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	515
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0622	304
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	517
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	416
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	415
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	518
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	519
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	612
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	613
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	4143
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0622	305
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	521
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0622	306
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	614
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	522

ST	COUNTY	PRECINCT	DIVISION	PLACE	TRACT	BLOCK
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0622	307
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	520
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	524
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0622	308
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	523
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	616
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0622	309
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0622	310
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0622	311
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	525
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	615
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	526
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0622	312
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	617
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	527
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	604
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0622	313
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	528
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	618
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0622	314
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	529
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	619
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	531
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	530
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	203
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	102
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	101
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	111
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	204
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	113
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	112
FL	Brevard Co	PRECINCT 55 *	Cocoa-Rockledge	Cocoa city	0626	205

DISTRICT # 3 TOTALS
IDEAL POP : 4425.75
DEVIATION : 3.80%

TOTAL POP :	4594		TOTAL VAP :	3428	
WHITE POP :	4109	89.44%	WHITE VAP :	3123	91.10%
BLACK POP :	371	8.08%	BLACK VAP :	225	6.56%
HISPA POP :	113	2.46%	HISPA VAP :	84	2.45%
INDIA POP :	15	0.33%	INDIA VAP :	11	0.32%
ASIAN POP :	84	1.83%	ASIAN VAP :	58	1.69%

ST	COUNTY	PRECINCT	DIVISION	PLACE	TRACT	BLOCK
FL	Brevard Co	PRECINCT 116 *	Cocoa-Rockledge	Cocoa city	062103	601B
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	101
FL	Brevard Co	PRECINCT 116 *	Cocoa-Rockledge	Cocoa city	062103	601A
FL	Brevard Co	PRECINCT 116 *	Cocoa-Rockledge	Cocoa city	062103	606
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	101A
FL	Brevard Co	PRECINCT 116 *	Cocoa-Rockledge	Cocoa city	0624	102
FL	Brevard Co	PRECINCT 116 *	Cocoa-Rockledge	Cocoa city	062103	605
FL	Brevard Co	PRECINCT 116 *	Cocoa-Rockledge	Cocoa city	062103	604A
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	104
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	106A
FL	Brevard Co	PRECINCT 116 *	Cocoa-Rockledge	Cocoa city	062103	607
FL	Brevard Co	PRECINCT 116 *	Cocoa-Rockledge	Cocoa city	062103	608
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	108A
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	115
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	114
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	102
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	103A
FL	Brevard Co	PRECINCT 116 *	Cocoa-Rockledge	Cocoa city	062103	603A
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	113A
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	116
FL	Brevard Co	PRECINCT 116 *	Cocoa-Rockledge	Cocoa city	062103	504A
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	103A
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	302
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	303
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	304
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	305
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0625	101A
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	105A

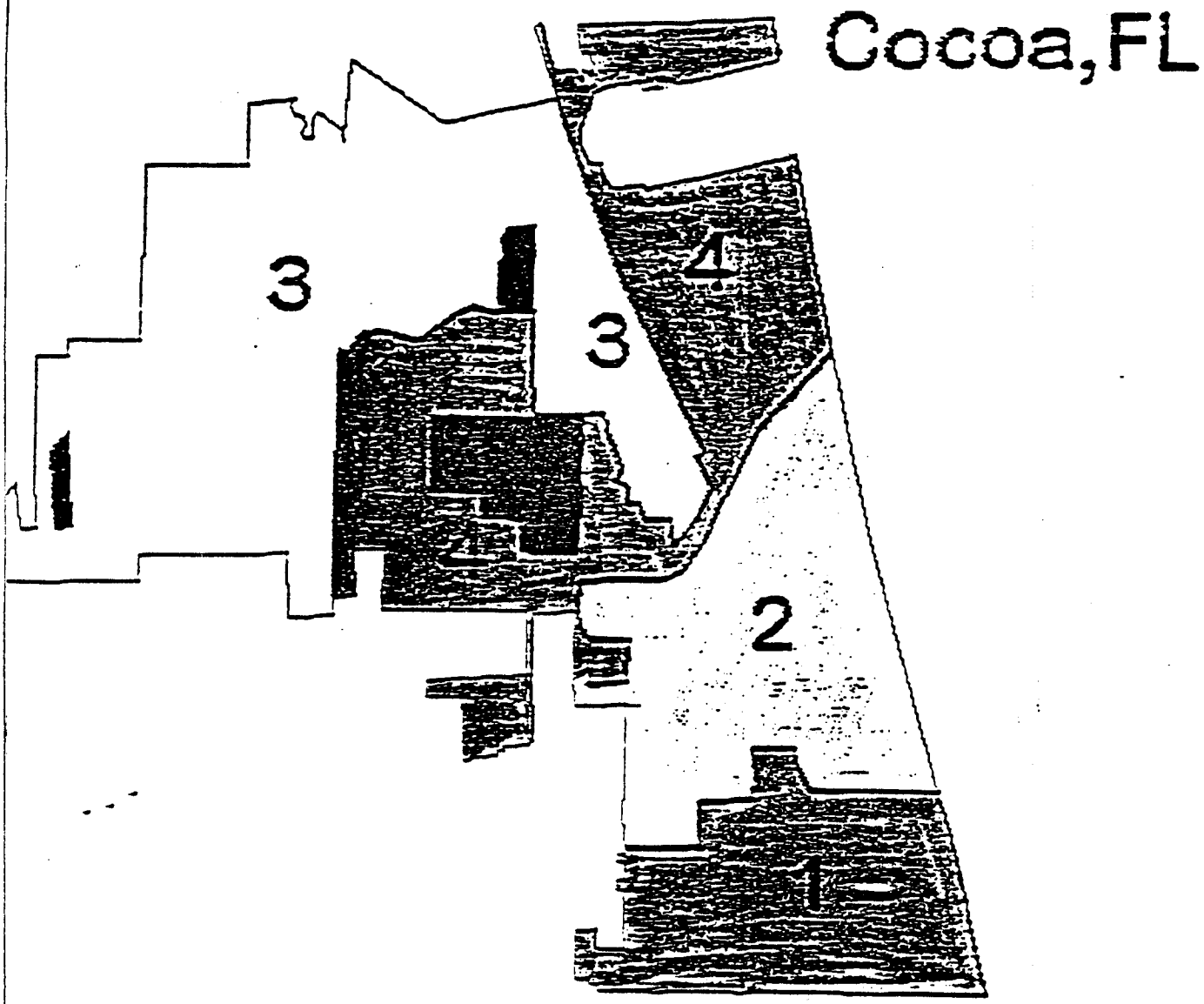
DISTRICT # 4 TOTALS
IDEAL POP : 4425.75
DEVIATION : 1.97%

TOTAL POP :	4513		TOTAL VAP :	3521	
WHITE POP :	4118	91.25%	WHITE VAP :	3262	92.64%
BLACK POP :	311	6.89%	BLACK VAP :	199	5.65%
HISPA POP :	93	2.06%	HISPA VAP :	67	1.90%
INDIA POP :	16	0.35%	INDIA VAP :	13	0.37%
ASIAN POP :	47	1.04%	ASIAN VAP :	29	0.82%

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ST	COUNTY	PRECINCT	DIVISION	PLACE	TRACT	BLOCK
FL	Brevard Co	PART OF 116 *	Cocoa-Rockledge	Cocoa city	062102	503A
FL	Brevard Co	PART OF 116 *	Cocoa-Rockledge	Cocoa city	062102	503B
FL	Brevard Co	PART OF 116 *	Cocoa-Rockledge	Cocoa city	062102	502A
FL	Brevard Co	PART OF 116 *	Cocoa-Rockledge	Cocoa city	062102	505
FL	Brevard Co	PART OF 116 *	Cocoa-Rockledge	Cocoa city	062102	413A
FL	Brevard Co	PART OF 116 *	Cocoa-Rockledge	Cocoa city	062102	508
FL	Brevard Co	PART OF 116 *	Cocoa-Rockledge	Cocoa city	062102	504
FL	Brevard Co	PART OF 116 *	Cocoa-Rockledge	Cocoa city	062102	509
FL	Brevard Co	PART OF 116 *	Cocoa-Rockledge	Cocoa city	062102	501
FL	Brevard Co	PART OF 116 *	Cocoa-Rockledge	Cocoa city	0622	101
FL	Brevard Co	PART OF 116 *	Cocoa-Rockledge	Cocoa city	062102	507A
FL	Brevard Co	PART OF 116 *	Cocoa-Rockledge	Cocoa city	0622	102A
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	103A
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	110
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	108A
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	202A
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	203
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	204
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	206
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	207
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	208
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	209
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	214
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	205
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	210
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	213
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	211
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	212
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	215
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	218
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	201A
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	216
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	217
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	219
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	220
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	221
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	222
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	223
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	226
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	202
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	224
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	201A
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	225
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	316
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	228
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	315
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	314
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0622	227
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	313
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	311

ST	COUNTY	PRECINCT	DIVISION	PLACE	TRACT	BLOCK
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	312
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	310
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	309
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	314A
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	318
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	317
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	319
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	308
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	320
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	303
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	302
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	321
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	301
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	307
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	307
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	201A
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	306
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	308
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	323
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	322
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	306
FL	Brevard Co	PRECINCT 57 *	Cocoa-Rockledge	Cocoa city	0623	324
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	309
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0623	408A
FL	Brevard Co	PRECINCT 56 *	Cocoa-Rockledge	Cocoa city	0623	408B
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	503
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	504
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	505
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0623	414A
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	506
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	507
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	508
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	509
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0623	418A
FL	Brevard Co	PRECINCT 21 *	Cocoa-Rockledge	Cocoa city	0624	501A



DENOTES AREA OUTSIDE OF MUNICIPAL CORPORATE LIMITS

ORDINANCE NO. 05-2012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING THE CITY COUNCIL SINGLE MEMBER DISTRICT VOTING MAP UPON CONSIDERATION OF THE RECOMMENDATION PREPARED AND FILED BY THE DISTRICTING COMMISSION PURSUANT TO ARTICLE III, SECTION 15 OF THE CITY CHARTER; PROVIDING FOR THE USE OF THE CITY COUNCIL VOTING DISTRICT MAP APPROVED BY THE CITY COUNCIL IN FUTURE ELECTIONS AND COORDINATION WITH THE SUPERVISOR OF ELECTIONS; FILING THE COUNCIL VOTING DISTRICT MAP WITH THE CITY CLERK'S OFFICE FOR FUTURE INSPECTION AND/OR COPYING; PROVIDING FOR THE REPEAL OF PREVIOUSLY APPROVED COUNCIL VOTING DISTRICT MAPS; PROVIDING FOR FUTURE AMENDMENTS TO THE COUNCIL VOTING DISTRICT MAP; AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa City Charter requires that the City be divided into four (4) geographic council voting districts for purposes of electing a city council member from each district; and

WHEREAS, in *George v. City of Cocoa*, Case # 93-257-CIV-ORL-18, the City agreed to a Federal Court Consent Decree under which the City has agreed to maintain (4) council voting districts and has agreed to comply with Section 2 of the Voting Rights Act of 1965 and other applicable provisions of law related to districting; and

WHEREAS, in accordance with Article III, Section 15 of the City Charter, the City Council is required to appoint a Districting Commission consisting of five (5) members after each decennial census for purposes of preparing a report for the establishment or adjustment of the city council district boundaries; and

WHEREAS, Article V of the Consent Decree also recognizes that city council district boundaries may be adjusted to account for shifts or growth of in population after a decennial census; and

WHEREAS, pursuant to Article III, Section 15 of the City Charter the City Council appointed five (5) City of Cocoa residents to serve as the Districting Commission; and

WHEREAS, upon appointment, the Districting Commission was required to file a report and recommendation regarding the single member district boundaries with the City Council within

one hundred twenty (120) days; and

WHEREAS, the report is required to include a proposed a map and description of the recommended single member city council member districts and shall be in a form of an ordinance; and

WHEREAS, the Districting Commission conducted several public meetings and analyzed the existing single member city council member districts in accordance with the criteria which is expressly provided in Article III, Section 15(b) of the City Charter; and

WHEREAS, upon review of the 2010 U.S. decennial census data, the Districting Commission found it necessary to reapportioned the Council district boundaries in accordance with the requirements set forth in the City Charter including compliance with the Voting Rights Act and the Consent Decree; and

WHEREAS, on February 15, 2012, the Districting Commission adopted a recommended voting district map for the City Council's consideration; and

WHEREAS, upon due consideration of the voting district boundaries adopted by the Districting Commission, the City Council of the City of Cocoa, Florida, hereby accepts and adopts the voting district map recommended by the Districting Commission and finds that it is in the best interests of the citizens of Cocoa to approve the voting district map attached to this Ordinance in accordance with the City Charter and the requirements of the Consent Decree.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. **Voting District Map.** Pursuant to Article III, Section 15 of the City Charter, the City Council hereby finds that the Voting District Map attached to this Ordinance as **EXHIBIT "A"** is in compliance with Article III, Section 15 of the City Charter. Therefore, the City Council hereby approves said Voting District Map. Said Voting District Map is hereby deemed fully incorporated herein by this reference.

Section 3. **Future Elections; Coordination with Supervisor of Elections.** The Voting District Map approved hereunder shall supersede all previously adopted and approved Council voting district maps and shall be used by the City for all City Council municipal elections occurring after the effective date of this Ordinance. Upon the adoption of this Ordinance, the City Clerk is hereby instructed to submit a certified copy of this Ordinance and attached Voting District Map to the Supervisor of Elections for purposes of implementing the Voting District Map in all Council elections after the effective date of this Ordinance.

Section 4. **Filing of Voting District Map with City Clerk.** The Voting District Map

shall not be codified into the City Charter or Code. However, a copy of the Voting District Map shall remain on file with the City Clerk's office for public inspection and/or copying and may be posted on the City's web site at the City Manager's discretion.

Section 5. Repeal of Previously Adopted Council Voting District Maps. All previously adopted City Council voting district maps are hereby repealed and superseded by the Voting District Map approved pursuant to this Ordinance.

Section 6. Future Amendments to the Voting District Map. After the next U.S. decennial census in 2020, the City is required under Article III, Section 15 of the City Charter to appoint another Districting Commission for purposes of redistricting council district boundaries pursuant to law. However, prior to the next decennial census, it may be necessary to re-adjust the Council voting district boundaries on an interim basis under the following conditions:

(A) The City Manager shall re-adjust the council district boundaries in the event that the City Council annexes additional land into the City boundaries. Upon the effective date of the any annexation, the City Manager is hereby authorized to add the annexed land into the most adjacent and contiguous Council member voting district.

(B) The City Council may re-adjust the council district boundaries to the extent that population demographics produce legal circumstances that warrant redistricting of one or more of the Council member voting districts. Such legal circumstances may include, but not be limited to, the council voting districts becoming compromised because they no longer have substantially equal population pursuant to the "one person - one vote" constitutional requirement. If such legal circumstances occur, the City Manager is authorized and instructed to present the Voting District Map to the City Council at a public meeting for consideration and possible interim boundary adjustments. The City Council may adopt interim boundary adjustments to the extent deemed necessary to satisfy the provisions of the City Charter and Consent Decree.

Section 7. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

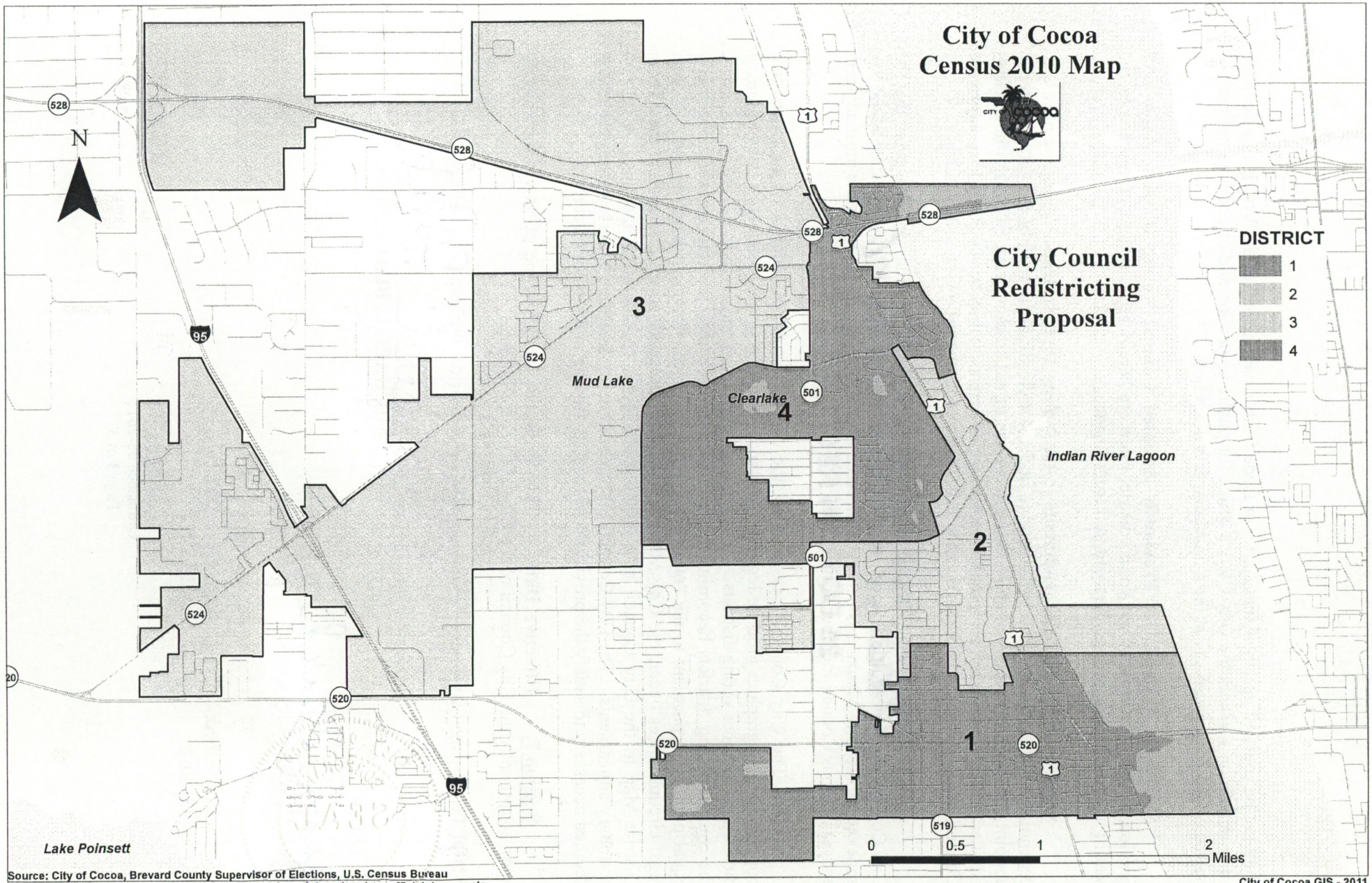
ADOPTED by the City Council of the City of Cocoa, Florida, this 22nd day of May, 2012.

MICHAEL C. BLAKE, Mayor

ATTEST:

JOAN CLARK, City Clerk

First Reading: May 10, 2012
Legal Ad published: May 12, 2012
Second Reading: May 22, 2012



Source: City of Cocoa, Brevard County Supervisor of Elections, U.S. Census Bureau

Disclaimer: Map data are for reference purposes only and do not replace official documents.

City of Cocoa GIS - 2011

Description of Recommended Districts

District 1

Bounded on the south by the southern city limits from Indian River Lagoon to east of Range Road; bounded on the east by the Indian River Lagoon from a point south of Oak Street north to Olive Street; bounded on the north by Olive Street west to the Florida East Coast Railroad Right of Way, then south to Mitchell Street, then west to Wilson Street, then south to School Street, then west to Prospect Avenue, then north and west to Thomas Avenue, then north to Highland Drive, then west to Carolina Avenue, then south to Mitchell Street, and then west to the city limits; and bounded on the west by the city limits, more specifically the western boundary located along the southern portion of the City extending west to approximately Range Road and south of State Road 520.

District 2

Bounded on the south beginning at Mitchell Street and Pineda Street, east on Mitchell Street to Carolina Avenue, then north to Highland Drive, then east to Thomas Avenue, then south to Mitchell Street, then east and south to Prospect Avenue and School Street, then east on School Street to Wilson Street, then north to Mitchell Street, east to the Florida East Coast Railroad Right of Way, then north to Olive Street, and then east to the Indian River Lagoon; bounded on the east by the Indian River Lagoon from Olive Street north to Beverly Road; bounded on the north beginning at Indian River Lagoon and Beverly Road, then west to Manor Drive and north and west to Broadview Drive and U.S. Highway 1, then running north along the west side of U.S. Highway 1 to Michigan Avenue, and then west to the Florida East Coast Railroad Right of Way; and bounded on the west, beginning at the Florida East Coast Railroad Right of Way and Michigan Avenue running southeast to Hillsdale Drive, then southwest to Westview Drive, then west to Fiske Boulevard, then south to Dixon Boulevard, then west to Clearlake Road, then south along Clearlake Road approximately 1,400 feet to include that portion of land generally bounded by Sunhome Street to the north, Kimberly Street to the west, Champion Street to the south and Clearlake Road to the east, and then north approximately 1,400 feet to Reid Street, then east to Olive Street, then south and east to Hickory Street, then south to Wilson Road, then east approximately 750 feet, then south approximately 300 feet to Hendry Avenue, then east to Pineda Street, and south to the point of beginning at Mitchell Street and Pineda Street.

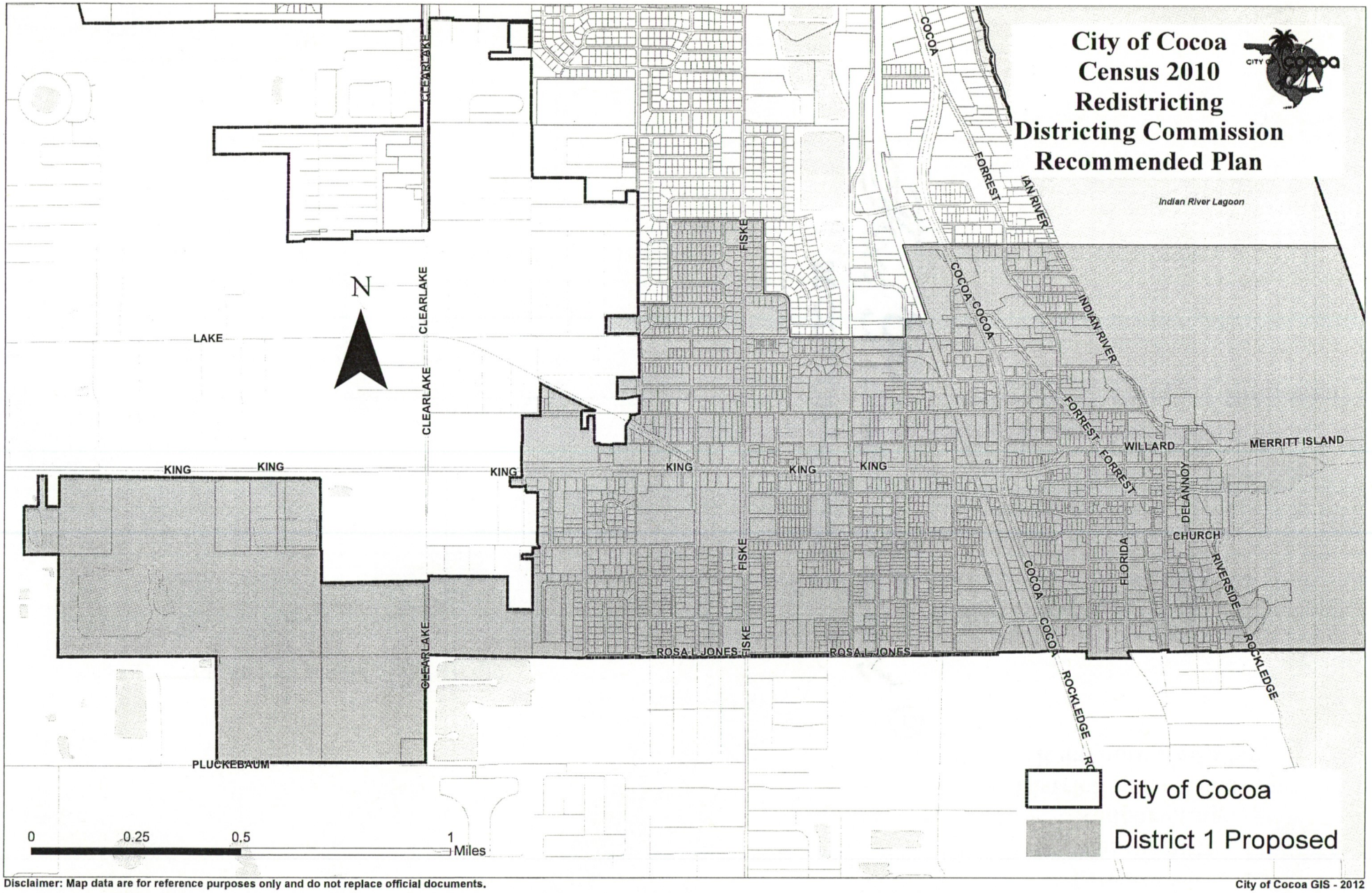
District 3

Bounded generally on the south by State Road 520 from the western extent of the city limits to Cox Road, then north approximately 4,000 feet, just north of Fishermans Place, then east to Range Road; bounded on the east by Range Road proceeding north to Michigan Avenue, then east on Michigan Avenue to a point just beyond Stanford Drive, then generally north to a point beyond Cherbourg Road, then east to Clearlake Road, then north to State Road 528, then east to the Florida East Coast Railroad Right of Way, and then north to Cidco Road; bounded on the north by northern city limits extending from

Cidco Road to Interstate 95; and bounded on the west by western extent of the city limits to a point approximately 1,300 feet west of Cressa Circle on north side of State Road 520.

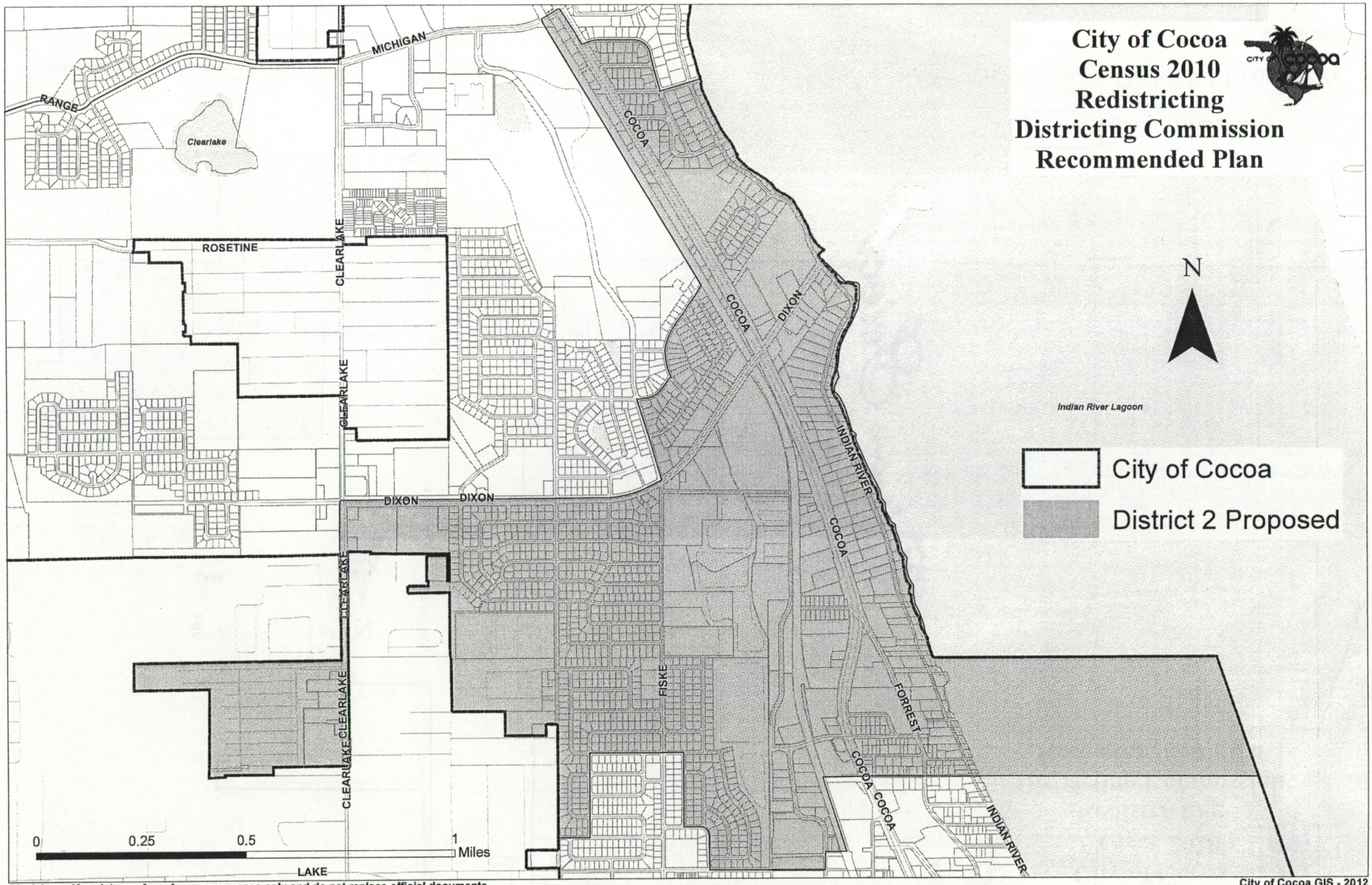
District 4

Bounded generally on the south at a point beginning north of Kathi-Kim Street on Range Road, then east along the city limit to Clearlake Road, then north to Dixon Boulevard, and then east to Fiske Boulevard; bounded on the east by Fiske Boulevard extending north to Westview, then northeast to Hillsdale Drive proceeding to the Florida East Coast Railroad Right of Way, then north along the railroad to Michigan Avenue, then east to U.S. Highway 1, then south to Broadview Drive, then southeast on Broadview and Manor Drives to Beverly Drive, then east to the Indian River Lagoon, and then north along the Indian River Lagoon to the northern city limits; bounded by the north beginning at a point south of Point View Place, then west along the city limits to the Florida East Railroad Right of Way, and then south to State Road 528; and bounded on the west beginning at State Road 528 and Clearlake Road, proceeding south on Clearlake Road to Michigan Avenue, then west on Michigan Avenue to Range Road, and south on Range Road to a point north of Kathi-Kim Street.



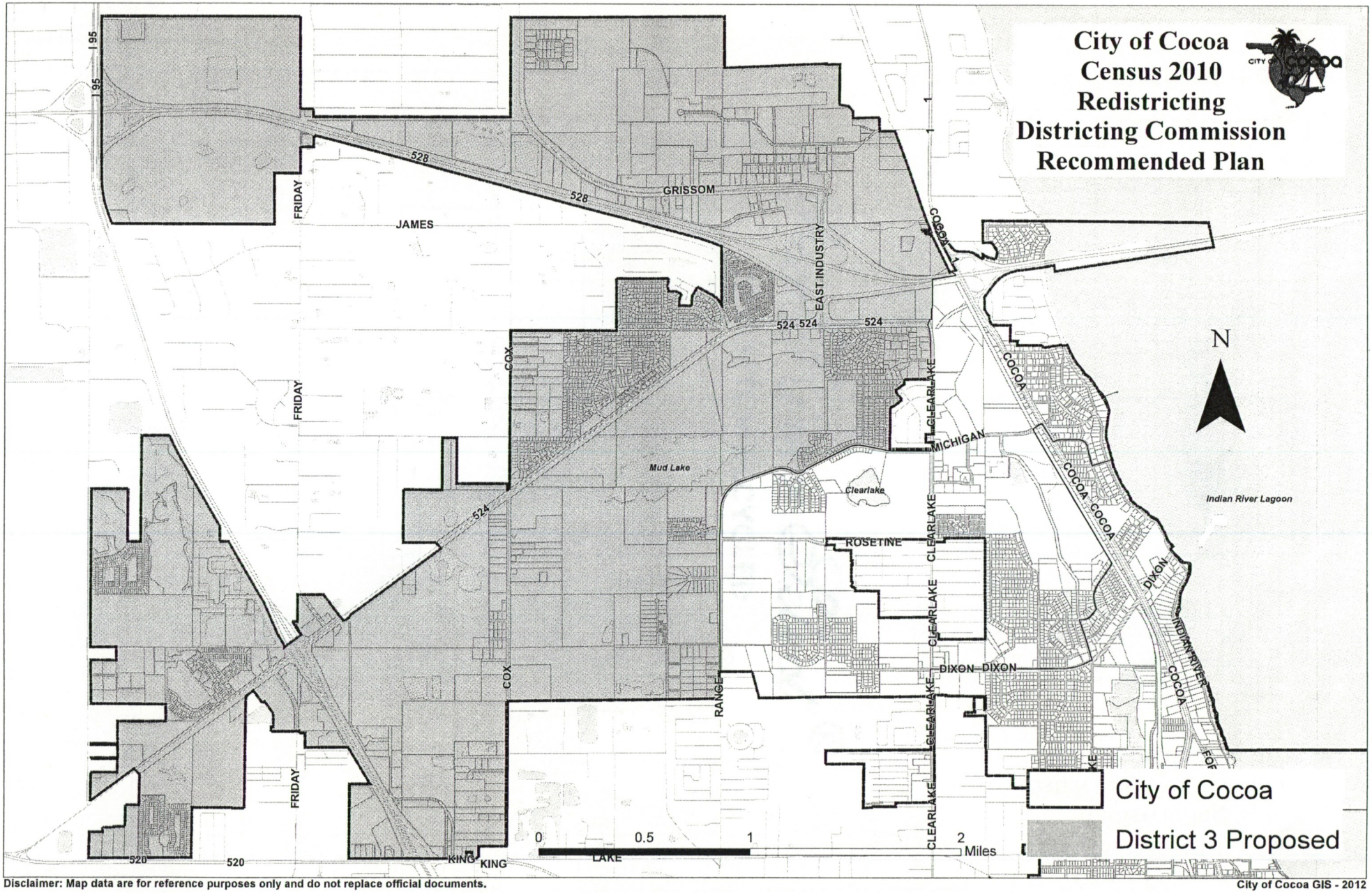
Disclaimer: Map data are for reference purposes only and do not replace official documents.

City of Cocoa GIS - 2012



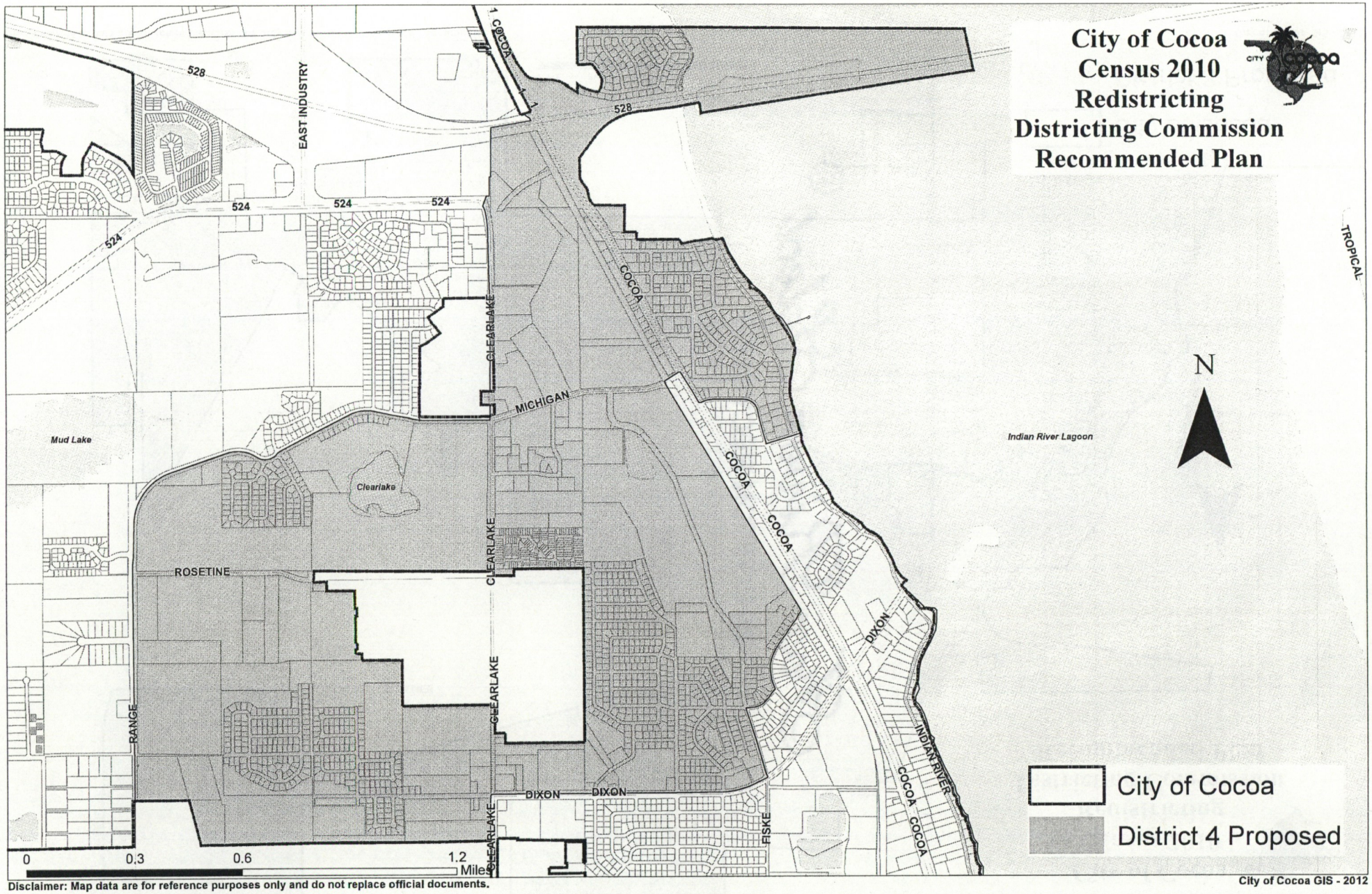
Disclaimer: Map data are for reference purposes only and do not replace official documents.

City of Cocoa GIS - 2012



Disclaimer: Map data are for reference purposes only and do not replace official documents.

City of Cocoa GIS - 2012



Disclaimer: Map data are for reference purposes only and do not replace official documents.

City of Cocoa GIS - 2012

Legislation Details (With Text)

File #:	18-44	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	2/6/2018			**In control:**	City Council
On agenda:	2/27/2018			**Final action:**	
Title:	Approve Diamond Square Community Redevelopment Agency as Manager of the Community Garden, located at 1112 Peachtree Street, subject to the City Manager's approval of a Memorandum of Understanding (MOU) between the City and the Diamond Square CRA consistent with this Agenda Item and in a form acceptable to the City Attorney; Authorize the Mayor to execute the approved MOU on behalf of the City. Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	DS CRA Plan Goal III.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 6, 2018
Agenda Date: February 27, 2018
Prepared By: Samia Singleton, Redevelopment Specialist
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve Diamond Square Community Redevelopment Agency as Manager of the Community Garden, located at 1112 Peachtree Street, subject to the City Manager's approval of a Memorandum of Understanding (MOU) between the City and the Diamond Square CRA consistent with this Agenda Item and in a form acceptable to the City Attorney; Authorize the Mayor to execute the approved MOU on behalf of the City.

BACKGROUND:

The Cocoa Community Garden, located at 1112 Peachtree Street, is a Cocoa Police Athletic League initiative managed by Alliance for Neighborhood Restoration by way of an MOU with the Cocoa Police Department (PD). St. Mark's Church donated the property to the City of Cocoa in 2013 for the purposes of establishing a community garden.

The community garden is within the Diamond Square Community Redevelopment Agency (CRA) area and has struggled to thrive due to the need for a management plan, additional community involvement and resources. At its Regular Meetings on August 21, 2017 and September 18, 2017, the Diamond Square CRA discussed the conditions of and expressed interest in the revitalization of the community garden. Subsequently, at a Special Meeting held on October 30, 2017, the Diamond Square CRA voted to undertake management of the community garden from the Alliance for

Neighborhood Restoration/Cocoa Police Department. Staff met with the Cocoa PD to discuss the community garden on November 3, 2017, where the Cocoa PD provided its support to this Diamond Square CRA initiative.

A community garden is consistent with the Diamond Square CRA Redevelopment Plan goal to, "Establish parks, recreation, open space and beautification efforts to create an improved character for the Redevelopment area that will reflect a pleasant appealing atmosphere for working and residing in the area." Moreover, a community garden has the potential to bring no or low cost, fresh produce to the community. A deep-rooted issue within the Diamond Square CRA area is the absence of access to fresh produce.

In addition, community gardens are an economic benefit to local government by increasing property values in the immediate vicinity where they are located, attracting small businesses looking to relocate and provide employment, education, and entrepreneurship opportunities for a wide variety of people.

Following Council approval, staff will pursue the development of an MOU between the City and the Diamond Square CRA for the development of a plan, management and continued maintenance responsibilities. The MOU will be prepared by the City Attorney and subject to the final approval by the City Manager consistent with this Agenda Item.

Below is a time line of activities staff will implement to plan and start the community garden.

1-4 Months after Council Approval

- Organize a public meeting of interested citizens
- Identify partners and stakeholders
- Form a planning committee
- Determine scope, goals, and objectives of the community garden
- Develop strategy for management sustainability, monitoring/reporting
- Perform community outreach/Generate interest
- Recruit volunteers and gardeners
- Draft budget (determine garden needs, plot rental fee if there is one)
- Determine rules and regulations

4-6 Months after Council Approval

- Finalize budget
- Plan the garden layout
- Gather all materials needed
- Prepare and develop site
- Continue community outreach

With the assistance of staff and volunteers, the community garden would be a viable Diamond Square CRA initiative. The Diamond Square CRA and staff greatly appreciate Council's consideration of this effort.

STRATEGIC PLAN CONNECTION:

Community Development- (Redevelopment of the City's Core)

BUDGETARY IMPACT:

No budgetary impact

PREVIOUS ACTION:

No previous action

RECOMMENDED MOTION:

Approve Diamond Square Community Redevelopment Agency as Manager of the Community Garden, located at 1112 Peachtree Street, subject to the City Manager's approval of a Memorandum of Understanding (MOU) between the City and the Diamond Square CRA consistent with this Agenda Item and in a form acceptable to the City Attorney; Authorize the Mayor to execute the approved MOU on behalf of the City.

3. Work closely with FDOT to ensure community satisfaction with proposed improvements to SR 520 and Fiske Blvd.

4. Maintain communications with the Brevard County Metropolitan Planning Organization to help prioritize road improvements that will further the objectives of the Redevelopment Plan and benefit the community.

5. Work closely with the City to coordinate and establish priorities for proposed improvements to Peach Tree Street.

6. Minimize the impacts of increased traffic and activity levels on residential areas.

7. Work with area-wide mass transit providers including SCAT, taxi services and shuttles to encourage the expansion of an efficient mass transportation system.

8. Create a safe, secure, appealing and efficient pedestrian system linking all major activity centers, parking facilities and other interchange points.

9. Construct sidewalks and bicycle pathways through the district appropriately designed and separated from auto circulation for safety purposes to be used as positive tools to improve the area's environment through the use of landscaping and other visual treatments.

Goal III

Establish parks, recreation, open space and beautification efforts to create an improved character for the Redevelopment area that will reflect a pleasant appealing atmosphere for working, and residing in the district.

Objectives

1. Pursue park and recreational opportunities for use by the residents of Diamond Square.

2. Provide recreational opportunities and facilities for residents living north of SR 520.

3. Work with City and County Recreation Departments to establish programs such as little league and other youth activities.

4. Fully develop Provost and Joe Lee Smith Parks, including improved lighting, concession stands, basketball courts and other amenities for use by the community in Diamond Square.

5. Pursue the development of a multi-purpose community center with recreation and educational programs for the young and older residents of the community.

Legislation Details (With Text)

File #:	18-48	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	2/8/2018			**In control:**	City Council
On agenda:	2/27/2018			**Final action:**	
Title:	Approve a Resolution Amending the FY2018 Budget to Allow for Filter Media Replacement for Groundwater Filter #6; To Authorize the City Manager to Execute and Approve the Change Order. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2018 BAF-UT-Filter Media Replacement (2-27-18)~Agenda 18-048 - FY18.pdf Groundwater Filter #6 BAF.msg				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 8, 2018
Agenda Date: February 27, 2018
Prepared By: Kristoffer N. Smith, E.I., Utilities Engineer I
Through: John A Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Amending the FY2018 Budget to Allow for Filter Media Replacement for Groundwater Filter #6; To Authorize the City Manager to Execute and Approve the Change Order

BACKGROUND:

On April 12, 2016, City Council awarded Bid # B-16-09-COC, Filter Media Removal and Replacement to Petticoat Schmitt Civil Contractors, 6380 Phillips Highway, Jacksonville, Florida, for the removal and replacement of filter media in Groundwater Filters #1 and #3 at the Dyal Water Treatment Plant. No contingency was requested or approved at that time. On February 14, 2017, a change order in the amount of $4,888.43 was approved by City Council to allow for removal of a filter underdrain cap for testing.

On January 9, 2018, City Council approved the extension of this work into FY2018 and a budget transfer in the amount of $368,212 allowing for the unforeseen repair of a failed underdrain system.

Funds were transferred at that time to allow for the change order, but due to staff error, the funding for the original filter media replacement completion from FY2017 was not included in the January 9, 2018, agenda item.

At this time, staff requests a transfer of funds for the remaining media replacement work in the amount of $77,500.43 to allow for Filter Media Replacement for Groundwater Filter #6, and to authorize the City Manager to execute and approve the change order.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budget, is amendment/transfer attached?	Yes
Amount Requested	$77,500.43
Account Number	421-4020-536.63-00 WS18FM
Account Name	Infrastructure
Source of Funds:	Repair and Maintenance
Change Order Amount	$ 77,500.43
Account Number	421-4020-536.46-00
Original P.O. Amount	$368,212.00
Total number of change orders to date	1
Total amount in change orders to date	$77,500.43

PREVIOUS ACTION:

On April 12, 2016, City Council awarded Bid # B-16-09-COC, Filter Media Removal and Replacement to Petticoat Schmitt Civil Contractors, 6380 Phillips Highway, Jacksonville, Florida, for the removal and replacement of filter media in Groundwater Filters #1 and #3 at the Dyal Water Treatment Plant.

On February 14, 2017, City Council approved Change Order #1 to FY2017 P.O. 69585 in the amount of $4,888.43 to allow for removal of a filter underdrain cap for testing.

On January 9, 2018, continuation of this work into FY2018 was approved, along with a budget transfer in the amount of $368,200 to allow for the unforeseen repair of a failed underdrain system.

RECOMMENDED MOTION:

To approve a resolution amending the FY2018 budget to allow for Filter Media Replacement for Groundwater Filter #6; to authorize the City Manager to execute and approve the change order.

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RESOLUTION NO. 2018-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2018; 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, 2017, and ending on September 30, 2018, at a Special Meeting held on September 25, 2017, and said final budget was subsequently re-adopted and ratified by the City Council at a Special Meeting held on November 14, 2017 due to an advertisement error; 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 2017-2018 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 27th day of February, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4055 | DATE PREPARED: 02/08/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 77,501)	421-4020-536.46-00		Repairs and Maintenance	$ 2,096,376	$ 1,841,376	$ 1,763,875	$ 952,177
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 77,501)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 77,501	421-4020-536.63-00	WS18FM	Infrastructure	$ 2,686,000	$ 3,484,473	$ 3,561,974	$ 2,345,473
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 77,501	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To allow for completion of the original filter media replacement work to Groundwater Filter #6 at Dyal WTP under Bid B-16-09-COC, which has now become Project WS18FM.
Agenda Item 18-48

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 02/27/18 *RESOLUTION #:* 2018-009

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

2/8/18	Kristoffer Smith Digitally signed by Kristoffer Smith Date: 2018.02.08 15:11:18 -05'00'	2/13/18	Lea Taylor Digitally signed by Lea Taylor Date: 2018.02.13 09:04:47 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
2/12/18	John "Jack" Walsh Digitally signed by John "Jack" Walsh	2/15/18	Lora Howell Digitally signed by Lora Howell Date: 2018.02.15 09:33:24 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	18-59	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	2/14/2018			**In control:**	City Council
On agenda:	2/27/2018			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase from WesTech, Salt Lake City, Utah, of the Bar Screen for the Sellers Water Reclamation Facility; To Approve a Resolution Amending the FY2018 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2018 BAF-UT-Bar Screen Repair (2-27-18)~ Agenda 18-59 - FY18 (3).pdf Resolution - Sole Source Quote $6,670 Travel Quote $67,435 Repair				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 14, 2018
Agenda Date: February 27, 2018
Prepared By: Don Stevens, Sellers WRF Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase from WesTech, Salt Lake City, Utah, of the Bar Screen for the Sellers Water Reclamation Facility; To Approve a Resolution Amending the FY2018 Budget

BACKGROUND:

In 2013 the Sellers Plant upgraded its headworks. The bar screening system is the beginning of the wastewater treatment process. As such, it is critical the bar screens are operational and when functioning properly, they will protect the other components of the plant from damage by removing large solids from the influent.

Over the last five years, the bar screens have experienced increased maintenance and repairs. The original manufacturer of the bar screens is WesTech. Staff has reviewed the proposal from WesTech for repairs and recommends approval.

To purchase the equipment needed to repair the bar screen equipment, a budget transfer in the amount of $74,105 is necessary. Funds will be transferred from Account No. 421-4120-536.31-00,

WS18PR and Account No. 421-4120-536.46-02, WS17SG to Account Numbers 421-4120-536.46-00, Repairs & Maintenance and 421-4120-536.31-00 Professional Services. This purchase will allow the Sellers Plant to keep our rags, and floatable items from entering the plant and avoid more serious problems to pumps and other equipment.

Since WesTech is the original manufacturer, staff is requesting waiving the competitive bid process as the parts and repairs must be completed by WesTech.

Staff recommends approval of this purchase.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$67,435
Account Number	421-4120-536.46-00
Account Name	Repairs & Maintenance
Amount Requested	$6,670
Account Number	421-4120-536.31-00
Account Name	Professional Services
Source of Funds	421-4120-536.31-00, WS18PR - $65,000; 421-4120-536.46-02, WS17SG - $9,105

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase from WesTech, Salt Lake City, Utah, of the Bar Screen for the Sellers Water Reclamation Facility; To Approve a Resolution Amending the FY2018 Budget.

RESOLUTION NO. 2018-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2018; 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, 2017, and ending on September 30, 2018, at a Special Meeting held on September 25, 2017, and said final budget was subsequently re-adopted and ratified by the City Council at a Special Meeting held on November 14, 2017 due to an advertisement error; 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 2017-2018 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 27th day of February, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4120 | DATE PREPARED: 02/13/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 65,000)	421-4120-536.31-00	WS18PR	PROFESSIONAL SERVICE	$ 78,500	$ 78,500	$ 13,500	$ 12,550
($ 9,105)	421-4120-536.46-02	WS17SG	REPAIRS/MAINT BUILDING	$ 60,000	$ 60,000	$ 50,895	$ 50,895
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 74,105)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 67,435	421-4120-536.46-00		REPAIRS & MAINTENANCE	$ 313,111	$ 303,111	$ 370,546	$ 214,688
$ 6,670	421-4020-536.31-00		PROFESSIONAL SERVICES	$ 78,500	$ 78,500	$ 85,170	$ 84,220
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 74,105	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The bar screening system is the beginning of the wastewater treatment process. As such, it is critical the bar screens are operational. The bar screens protect the other components of the plant from damage by removing large solids such as rags and float-able items from entering the plant and avoids serious damage to pumps and other equipment. See two attached quotes.
Agenda 18-59

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 02/27/18 *RESOLUTION #:* 2018-010

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

2/13/18	Rabun (Don) Stevens — Digitally signed by Rabun (Don) Stevens Date: 2018.02.13 09:58:45 -05'00'	2/14/18	Lea Taylor — Digitally signed by Lea Taylor Date: 2018.02.14 15:54:24 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
2/13/18	John "Jack" Walsh — Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2018.02.13 17:09:45 -05'00'	2/15/18	Lora Howell — Digitally signed by Lora Howell Date: 2018.02.15 10:59:10 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

RESOLUTION NO. 2018-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this Resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase or public improvement described in Exhibit "A" would not be in the City's best interest.

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

SECTION 1. The purchase or public improvement described in Exhibit "A" is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this Resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon adoption by the Cocoa City Council.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this 27th day of February, 2018.

_____

ATTEST: HENRY U. PARRISH, III, MAYOR

_____

CARIE SHEALY, CMC, CITY CLERK

EXHIBIT “A”

To Resolution No. 2018-011

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of purchasing a Bar Screen from Wes Tech, Salt Lake City, Utah.

The Department Director provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of the Resolution.

_____

John A. Titkanich, Jr., City Manager

WESTECH QUOTATION

WESTECH	P.O. BOX 65068 SALT LAKE CITY, UTAH 84165-0068	Phone: 801-265-1000 Fax: 801-265-1080	Quotation No. Q25428-129544

Thank you for the opportunity to quote you with your equipment needs.

Please review the following and contact us to place an order or ask any question.

Date:	2/9/2018	Proj Manager:	JOY D ALLEN	Ship Via:	NOT APPLICABLE
RFQ No.:	Q25428-129544	Prime Job No:	21880A	Freight:	NO FREIGHT REQUIRED
Quoted by:	JOY D ALLEN	Prime Name:	JERRY SELLERS WRF		
Phone:	801-290-1878 or 801-265-1000	Equipment:	CLEANFLO ELEMENT SCREEN	Lead Time:	TBD
Email:	JALLEN@WESTECH-INC.COM	Tax Exemption No.:	FL-SALES TAX EXEMPTION ON FILE	Quote Valid:	15 days
For Group:	15	Payment Terms:	NET 30 DAYS		

Bill To:	CITY OF COCOA JOHN BURTON 65 STONE STREET COCOA, FL 32922 UNITED STATES OF AMERICA	Ship To:	CITY OF COCOA JOHN BURTON 375 N COCOA BLVD COCOA, FL 32922 UNITED STATES OF AMERICA
COC000		41614	
Tel/Fax:	321-433-8742 / 321-433-8870 JBURTON@COCOAFL.ORG	Tel/Fax:	321-433-8742 / 321-433-8634

Doc	No.	Part/Dwg Number	Description	Qty	Units	Unit Price	Net Price
39155	001		ONSITE FIELD SERVICE - EAST SERVICE ZONE - (FIELD SERVICE TO INSTALL FILTER BELT ASSEMBLY) - 1 TRIP, 2 DAY	1	TRIP	6,670.00	6,670.00
39155							
39155			TERMS AND CONDITIONS:				
39155			(1) YOUR PURCHASE ORDER MUST BE RECEIVED AT WESTECH AT LEAST 7-14 CALENDAR DAYS PRIOR TO THE FIRST DAY ON SITE. IF NOT, ADDITIONAL FEES MAY BE APPLIED.				
39155			(2) FIELD SERVICE RATE INCLUDES LABOR, TRAVEL AND LIVING EXPENSES.				
39155			(3) ONE (1) ON-SITE SHIFT IS BASED ON UP TO 8 HOURS PER DAY. OVERTIME RATE IS $180.00 PER HOUR.				
39155			(4) IF TRAVEL OR ON-SITE TIME IS OVER A WEEKEND OR HOLIDAY, AN ADDITIONAL $480 PER DAY WILL BE CHARGED.				
39155			(5) ADDITIONAL DAILY RATE IS $1,235 PER DAY. ADDITIONAL DAILY RATE INCLUDES LABOR AND LIVING EXPENSES.				
39155			(6) INVOICE SHALL BE SUBMITTED TO CUSTOMER ONCE SERVICE IS COMPLETED.				

No sales, GST, PST, use, or other taxes have been included in our pricing. No discounts accepted.

Quoted in US Dollars Grand Total 6,670.00

-Please see the attached General Terms and Conditions.

-Minimum Order amount is US$250.00

-All information provided with and including this proposal is considered proprietary and is not for distribution without express written consent of WesTech Engineering, Inc.

-WesTech accepts Credit Card payments up to $10,000. This is to include freight and taxes. Any order over this amount will be invoiced at terms. A processing fee of up to 4 percent on Credit Cards will be added where allowed by law.

74105 TOTAL

This Quotation is subject to all specifications above as well as all attachments included with this document.

Thank you again for your quote request!

Best Regards, Joy Allen

Terms of Sales

Order No: Q25428-129544

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering Inc. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. SPECIFICATIONS: WesTech Engineering Inc. is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. ITEMS INCLUDED: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. PARTIES TO CONTRACT: WesTech Engineering Inc. is not a party to or bound by the terms of any contract between WesTech Engineering Inc.'s customer and any other party. WesTech Engineering Inc.'s undertakings are limited to those defined in the contract between WesTech Engineering Inc. and its direct customers.

4. PRICE AND DELIVERY: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering Inc. or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering Inc. of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering Inc. shall constitute acceptance by Purchaser, relieving WesTech Engineering Inc. of any liability for shipping damages or shortages.

5. PAYMENTS: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering Inc. is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

6. PAYMENT TERMS: Credit is subject to acceptance by WesTech Engineering Inc.'s Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering Inc., in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering Inc. may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering Inc. until such payment has been received.

7. ESCALATION: If shipment is, for any reason, deferred by the Purchaser beyond the normal shipment date, or if material price increases are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to WesTech Engineering Inc. that occur in the time period between quotation and shipment by WesTech Engineering Inc. Purchaser agrees to this potential escalation regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.

a) The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Prices Indices.

(b) Price revision for items furnished to, and not manufactured by WesTech Engineering Inc., which exceed the above escalation calculation, will be passed along by WesTech Engineering Inc. to Purchaser based upon the actual increase in price to WesTech Engineering Inc. for the period from the date of quotation to the date of shipment by WesTech Engineering Inc. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.

8. APPROVAL: If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering Inc. supplying any equipment shall be such complete approval.

9. INSTALLATION SUPERVISION: Prices quoted for equipment do not include installation supervision. WesTech Engineering Inc. recommends and will, upon request, make available, at WesTech Engineering Inc.'s then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering Inc. or installed in accordance with WesTech Engineering Inc.'s instructions, and inspected and accepted in writing by WesTech Engineering Inc., rests entirely with Purchaser; and any work performed by WesTech Engineering Inc. personnel in making adjustment or changes must be paid for at WesTech Engineering Inc.'s then current per diem rates plus living and traveling expenses.

WesTech Engineering Inc. will supply the safety devices described in this proposal or shown in WesTech Engineering Inc.'s drawings furnished as part of this order but excepting these, WesTech Engineering Inc. shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering Inc. from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering Inc. or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

10. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering Inc. within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering Inc. unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

11. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

12. TITLE: The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering Inc. until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering Inc.'s title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering Inc. may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering Inc. may suffer from any cause.

13. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering Inc.'s benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

14. SHIPMENTS: Any shipment of delivery dates recited represent WesTech Engineering Inc.'s best estimate but no liability, direct or indirect, is assumed by WesTech Engineering Inc. for failure to ship or deliver on such dates.

WesTech Engineering Inc. shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering Inc. may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at

Terms of Sales

Order No: Q25428-129544

its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering Inc. that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering Inc. incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering Inc. or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering Inc.'s reasonable control and occurring at a location other than WesTech Engineering Inc. or its supplier's shipping points, WesTech Engineering Inc. assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering Inc. may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

15. WARRANTY WESTECH ENGINEERING INC. WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "WESTECH WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, WESTECH ENGINEERING INC. SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

16. PATENTS WesTech Engineering Inc. agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering Inc. is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering Inc. needed information, assistance, and authority to enable WesTech Engineering Inc. so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering Inc. shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering Inc. will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering Inc.'s request. The foregoing states the entire liability of WesTech Engineering Inc., with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering Inc. assumes no responsibility for process patent infringement.

17. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering Inc. will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering Inc. assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering Inc. will be painted with that manufacturer's standard paint system. It is WesTech Engineering Inc.'s intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering Inc. encourages the Purchaser to order these components without primer.

WesTech Engineering Inc.'s prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering Inc. requests that Purchaser's order advise of the paint selection. WesTech Engineering Inc. will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. CANCELLATION, SUSPENSION, OR DELAY After acceptance by WesTech Engineering Inc., this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering Inc. to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering Inc.'s plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. RETURN OF PRODUCTS: No products may be returned to WesTech Engineering Inc. without WesTech Engineering Inc.'s prior written permission. Said permission may be withheld by WesTech Engineering Inc. at its sole discretion.

20. BACKCHARGES. WesTech Engineering Inc. will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering Inc.-furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering Inc. employee, by a WesTech Engineering Inc. purchase order, or work requisition signed by WesTech Engineering Inc.

21. INDEMNIFICATION: Purchaser agrees to indemnify WesTech Engineering Inc. from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

22. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

23. MOTORS AND MOTOR DRIVES: In order to avoid shipment delays of WesTech Engineering Inc. equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

24. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

25. LIABILITY Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of $100,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering Inc. against which a claim is sought.

26. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

WESTECH QUOTATION

WESTECH | P.O. BOX 65068 SALT LAKE CITY, UTAH 84165-0068 | Phone: 801-265-1000 Fax: 801-265-1080 | Quotation No. Q25416-129486

Thank you for the opportunity to quote you with your equipment needs.

Please review the following and contact us to place an order or ask any question.

Date: 2/8/2018
RFQ No.: Q25416-129486
Quoted by: JOY D ALLEN
Phone: 801-290-1878 or 801-265-1000
Email: JALLEN@WESTECH-INC.COM
For Group: 15

Proj Manager: JOY D ALLEN
Prime Job No: 21880A
Prime Name: JERRY SELLERS WRF
Equipment: CLEANFLO ELEMENT SCREEN
Tax Exemption No.: FL-SALES TAX EXEMPTION ON FILE
Payment Terms: NET 30 DAYS

Ship Via: BEST WAY
Freight: FOB SHIPPING POINT, FREIGHT PREPAID & ADDED
Lead Time: 8 WK
Quote Valid: 15 days

Bar Screen

Bill To: CITY OF COCOA
JOHN BURTON
65 STONE STREET
COCOA, FL 32922
UNITED STATES OF AMERICA
COC000
Tel/Fax: 321-433-8742 / +321-480-8870 (CELL)
JBURTON@COCOAFL.ORG

Ship To: CITY OF COCOA
JOHN BURTON
375 N COCOA BLVD
COCOA, FL 32922
UNITED STATES OF AMERICA
41614
Tel/Fax: 321-433-8742 / 321-433-8870

Doc	No.	Part/Dwg Number	Description	Qty	Units	Unit Price	Net Price
50950			JERRY SELLER WRF - CFKS75				
50950	123	N/A	UPPER GUIDE RAIL SET	2	EA	1,380.00	2,760.00
50950	124	N/A	LOWER GUIDE RAIL	2	EA	405.00	810.00
50950	201	N/A	FILTER BELT SHAFT	78	EA	109.00	8,502.00
50950	202	N/A	FILTER ELEMENT	3700	EA	7.00	25,900.00
50950	203	N/A	SIDE PLATE	330	EA	11.00	3,630.00
50950	204A	N/A	SPACER SS, 2MM	170	EA	5.00	850.00
50950	204B	N/A	SPACER PLASTIC, 6MM	170	EA	4.00	680.00
50950	205	N/A	SNAP RING SS,	170	EA	3.00	510.00
50950	206	N/A	TRAVELING CHAIN - PITCH 100MM	1	SET	23,793.00	23,793.00

No sales, GST, PST, use, or other taxes have been included in our pricing. No discounts accepted.

Quoted in US Dollars Grand Total 67,435.00

-Please see the attached General Terms and Conditions.

-Minimum Order amount is US$250.00

-All information provided with and including this proposal is considered proprietary and is not for distribution without express written consent of WesTech Engineering, Inc.

-WesTech accepts Credit Card payments up to $10,000. This is to include freight and taxes. Any order over this amount will be invoiced at terms. A processing fee of up to 4 percent on Credit Cards will be added where allowed by law.

This Quotation is subject to all specifications above as well as all attachments included with this document.

Thank you again for your quote request!

Best Regards, Joy Allen

Terms of Sales

Order No: Q25416-129486

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering Inc. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. SPECIFICATIONS: WesTech Engineering Inc. is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. ITEMS INCLUDED: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. PARTIES TO CONTRACT: WesTech Engineering Inc. is not a party to or bound by the terms of any contract between WesTech Engineering Inc.'s customer and any other party. WesTech Engineering Inc.'s undertakings are limited to those defined in the contract between WesTech Engineering Inc. and its direct customers.

4. PRICE AND DELIVERY: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering Inc. or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering Inc. of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering Inc. shall constitute acceptance by Purchaser, relieving WesTech Engineering Inc. of any liability for shipping damages or shortages.

5. PAYMENTS: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering Inc. is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

6. PAYMENT TERMS: Credit is subject to acceptance by WesTech Engineering Inc.'s Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering Inc., in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering Inc. may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering Inc. until such payment has been received.

7. ESCALATION: If shipment is, for any reason, deferred by the Purchaser beyond the normal shipment date, or if material price increases are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to WesTech Engineering Inc. that occur in the time period between quotation and shipment by WesTech Engineering Inc. Purchaser agrees to this potential escalation regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.

a) The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Prices Indices.

(b) Price revision for items furnished to, and not manufactured by WesTech Engineering Inc., which exceed the above escalation calculation, will be passed along by WesTech Engineering Inc. to Purchaser based upon the actual increase in price to WesTech Engineering Inc. for the period from the date of quotation to the date of shipment by WesTech Engineering Inc. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.

8. APPROVAL: If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering Inc. supplying any equipment shall be such complete approval.

9. INSTALLATION SUPERVISION: Prices quoted for equipment do not include installation supervision. WesTech Engineering Inc. recommends and will, upon request, make available, at WesTech Engineering Inc.'s then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering Inc. or installed in accordance with WesTech Engineering Inc.'s instructions, and inspected and accepted in writing by WesTech Engineering Inc., rests entirely with Purchaser; and any work performed by WesTech Engineering Inc. personnel in making adjustment or changes must be paid for at WesTech Engineering Inc.'s then current per diem rates plus living and traveling expenses.

WesTech Engineering Inc. will supply the safety devices described in this proposal or shown in WesTech Engineering Inc.'s drawings furnished as part of this order but excepting these, WesTech Engineering Inc. shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering Inc. from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering Inc. or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

10. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering Inc. within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering Inc. unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

11. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

12. TITLE: The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering Inc. until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering Inc.'s title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering Inc. may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering Inc. may suffer from any cause.

13. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering Inc.'s benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

14. SHIPMENTS: Any shipment of delivery dates recited represent WesTech Engineering Inc.'s best estimate but no liability, direct or indirect, is assumed by WesTech Engineering Inc. for failure to ship or deliver on such dates.

WesTech Engineering Inc. shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering Inc. may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at

Terms of Sales

Order No: Q25416-129486

its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering Inc. that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering Inc. incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering Inc. or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering Inc.'s reasonable control and occurring at a location other than WesTech Engineering Inc. or its supplier's shipping points, WesTech Engineering Inc. assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering Inc. may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

15. WARRANTY: WESTECH ENGINEERING INC. WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "WESTECH WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, WESTECH ENGINEERING INC. SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

16. PATENTS: WesTech Engineering Inc. agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering Inc. is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering Inc. needed information, assistance, and authority to enable WesTech Engineering Inc. so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering Inc. shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering Inc. will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering Inc.'s request. The foregoing states the entire liability of WesTech Engineering Inc., with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering Inc. assumes no responsibility for process patent infringement.

17. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering Inc. will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering Inc. assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering Inc. will be painted with that manufacturer's standard paint system. It is WesTech Engineering Inc.'s intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering Inc. encourages the Purchaser to order these components without primer.

WesTech Engineering Inc.'s prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering Inc. requests that Purchaser's order advise of the paint selection. WesTech Engineering Inc. will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. CANCELLATION, SUSPENSION, OR DELAY: After acceptance by WesTech Engineering Inc., this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering Inc. to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering Inc.'s plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. RETURN OF PRODUCTS: No products may be returned to WesTech Engineering Inc. without WesTech Engineering Inc.'s prior written permission. Said permission may be withheld by WesTech Engineering Inc. at its sole discretion.

20. BACKCHARGES: WesTech Engineering Inc. will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering Inc.-furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering Inc. employee, by a WesTech Engineering Inc. purchase order, or work requisition signed by WesTech Engineering Inc.

21. INDEMNIFICATION: Purchaser agrees to indemnify WesTech Engineering Inc. from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

22. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

23. MOTORS AND MOTOR DRIVES: In order to avoid shipment delays of WesTech Engineering Inc. equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

24. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

25. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of $100,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering Inc. against which a claim is sought.

26. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Legislation Details (With Text)

File #:	18-65	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	2/15/2018			**In control:**	City Council
On agenda:	2/27/2018			**Final action:**	
Title:	Approve a Resolution amending the FY2018 Budget in the amount of $31,800 from the General Fund Reserves Account to the Community Services Professional Services Account to cover the costs of the Historic Cocoa Village Parking Study Update, conducted by Rich & Associates, Inc. Parking Consultants. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa Village Parking Study Proposal.pdf Budget Resolution FY 2018.pdf BAF-CS-Downtown Parking Study (2-27-18)- Agenda 18-65.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 15, 2018
Agenda Date: February 27, 2018
Prepared By: Samia Singleton, Redevelopment Specialist
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve a Resolution amending the FY2018 Budget in the amount of $31,800 from the General Fund Reserves Account to the Community Services Professional Services Account to cover the costs of the Historic Cocoa Village Parking Study Update, conducted by Rich & Associates, Inc. Parking Consultants.

BACKGROUND:

The Cocoa Community Redevelopment Agency retained Rich and Associates, Inc. Parking Consultants to conduct a parking study of Historic Cocoa Village in October 2007. The Study sought to identify existing parking, analyze parking demands, and evaluate potential sites for feasibility of a parking facility.

In May 2017, Rich and Associates Inc. were engaged to update the Historic Cocoa Village Parking Study, originally completed in 2007. The Study focused on a 45-block area; bounded by Peachtree Street to the north, the riverfront to the east, the southern limits of the Cocoa CRA, Hughlett Avenue to the west below King St and Ridgeway Avenue to the north of King to Peachtree. An inventory of existing parking included a survey of public and private supply.

The Study was budgeted in FY 2017 in the Community Services Department, but not completed prior to the end of the fiscal year. The funds were not re-budgeted in FY 2018 requiring an amendment to the budget.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

Amount Requested	$31,800
Account Number	001-3200-515.31-00
Account Name	Professional Services

Source of Funds:
____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
___X Reserves Source: 001-0000-389.99-50
____ Transfer Acct

PREVIOUS ACTION:

No previous action.

RECOMMENDED MOTION:

Approve a Resolution amending the FY2018 Budget in the amount of $31,800 from the General Fund Reserves Account to the Community Services Professional Services Account to cover the costs of the Historic Cocoa Village Parking Study Update, conducted by Rich & Associates, Inc. Parking Consultants.

Introduction

The purpose of this parking study is to: (1) assess the current and future parking space needs of a defined study area within downtown Cocoa and (2) study the feasibility of a potential structured parking facility.

This study is an update to a previous parking planning study competed by Rich & Associates in 2007. Much of the data collected and analyzed in the previous study will be updated. This includes the parking space ratios used to project the parking needs. The results of this study will be an updated parking space needs model of the study area's current and future needs.

The study area for this update will include the same area studied in 2007 report (see below) with the addition of Lee Wenner Park.



The following pages describe in more detail that tasks that will be completed in this study. We are presenting this proposed approach in two phases. The first is the update to the parking demand projections from 2007. Phase 2 is the feasibility analysis of a structured parking facility.

Scope of Work

Phase 1 – Parking Demand Study Update

Project Kick-Off Meeting

The goals and objectives of the study will be reviewed during a kick-off meeting. We will work with City staff during all aspects of the study. At the kick-off we will review the overall work program and a date for the utilization study. We will also review the boundaries of the study area to insure that all major demand generators and supply providers are accounted for in our analysis.

During the kick-off meeting, our team will request specific information and documentation. This information could include, but would not be limited to:

- Land use square footage by block through GIS or other sources,
- Parking system revenue and expense information for the last five years,
- Current parking inventories,
- Parking system operating statistics over the past 3 to 5 years,
- Planning ordinance regulations, design regulations, etc.,
- Legal information pertaining to financing, special assessment, TIF, etc.,
- Current/future development and expansion plans,
- A list of appropriate individuals to contact during the study.

Task 1 – Data Collection

In these tasks various inventories and surveys will be completed to update current parking data the City currently has and from the 2007 study. The data Rich & Associates will be collecting is vital to quantifying available parking and establishing parking characteristics.

A. Parking Space Inventory

Update inventories of all public and private off-street and on-street parking in the study area. The data will establish where existing parking supply is located, what type of parking is available along with rates and restrictions. Categorize spaces by:

- *on or off-street parking, ownership of parking and if leased by whom*
- *use restrictions and hours of operation*
- *users of the facilities*
- *parking mix - long term vs. short term, residential, commuter, etc.*
- *for on-street, the loading zones, ADA accessible spaces will be identified*
- *availability of parking - waiting lists for permit parking*
- *residential parking (on-street and off-street)*
- *parking rates, payment options and history of rate increases if applicable*
- *number of spaces, type of space i.e. ADA accessible etc.*

B. Land Use Review

All of the land use in the study area will be analyzed. This information is to be provided by the City. To accurately assess both current and future parking needs, planned re-occupancies, redevelopments and developments in the area will also be reviewed for their potential impact on the parking system. This information will be the basis for projecting the current and future parking demand by block.

1. Review current building inventory, to be provided by the City, on each block in the study area. Identify each building, business type, vacancies & parking associated with the building
2. Analyze square footage of land use from information provided by the City
3. Identify residential uses, multi-family, institutional, etc.

C. Parking Utilization Analysis

We will perform a utilization study of select on-street and off-street public and private parking spaces. This task provides the average occupancy figures which will support the demand projections and identify which, if any, parking areas are currently underutilized, at peak utilization and where parking allocation may need to be changed. The results of this task provides the occupancy figures by circuit, show the turnover of time restricted spaces and also track if tickets are being put on vehicles that are either at expired meters or parked overtime.

D. Stakeholders Interviews

We will consult with City staff to determine a list of candidates for potential interviews. These could include but not be limited to key stakeholder groups such as the Chamber of Commerce, residents, developer groups, City staff and City Council, State officials and finally the general public. These interviews will be focused on identifying parking issues and needs, development and redevelopment plans and opportunities, and parking policies.

E. Review of Parking Requirements

Rich & Associates will review the code requirements for parking in Cocoa and compare this to the results of the parking demand analysis completed in Task 2. From this analysis, we will have information on actual parking generation factors by land use and then compare these to the existing code, ITE or ULI parking generation rates and then relate these to the overall parking plan. For example, do we have one parking generation rate for all land uses (formed based), are there parking exempt zones (to encourage development etc.) and what are the appropriate parking generation rates considering changes in mobility, demographics, etc.

Task 2 Parking Demand Projections

A. Projections of Current and Future Parking Demand

The data collected during the fieldwork will be compiled and analyzed. The unique characteristics of the different user groups in the City will be defined and charted for comparison. We will compare parking demand generation factors calculated from the study to the Institute of Transportation Engineers (ITE) and City code. A computer analysis will be used at this point to review existing parking demand and supply within the study area. Future parking demand will then be factored into the analysis.

Current Demand

1. Summarize parking characteristics by land use and needs by block.
2. Project short term (ST), long term (LT) and any residential needs for both day and night.
3. Compare results of current demand projections to utilization study results for those corresponding times to calibrate analysis.
4. Identify shared use parking impacts and opportunities.
5. In tabular and graphic form, show current parking supply and demand by block and block face.
6. Identify area of vacant spaces and how that availability impacts the surrounding blocks.
7. Where appropriate, divide the study area into zones, Effective Block Parking Radius. The zones may include CBD, transitional, institutional, residential, Governmental areas, etc.,
8. Identify surplus or deficit conditions by block, block face and zone.

Future Parking Demand

a. Base future parking demand within the study area on the following;
   - re-occupancy and infill of vacant space
   - changes in land use and in traffic patterns
   - alternative development scenarios identified in Task 1 and changes in parking operation (allocation, time restrictions enforcement)
   - expansion of the existing parking system

b. Complete future supply and demand projections by block face, block and zone as well as identify areas of surplus or deficit by block and zones.

c. Analyze different development/re-occupancy scenarios, ,

d. Forecast changes in demand on near term, midterm and long term basis.

B. Review of Current and Future Parking

Parking demand will be projected for periods covering the immediate needs (six months to 24 months), midterm (two to five years) and long term (five to 10 years). We will review this information with City staff identifying blocks of current and future deficits or surpluses, as well as issues such as additional parking, the related timing and costs, and how underutilized parking supply may be used more efficiently. From this, recommendations will be prepared and will include future parking needs and identify areas for future parking lots/parking structure locations if any.

Task 3 Report

A. Draft Final Report

A draft final report will be prepared and submitted to the City and parking committee for review and comment. All comments will be incorporated into the final report.

B. Final Report

The final report will be prepared containing study results and appropriate maps, charts, and narratives to fully document the project work effort and results.

Scope of Work

Phase 2 – Parking Feasibility Analysis

Phase 2 involves the feasibility analysis of structured parking facility options. The scope of this work includes:

Task 1 – Existing Conditions / Site Analysis

The site analysis and preliminary programming efforts are very important steps in the process. It is during this stage that key issues are discussed, constraints and opportunities identified, and decisions made that will impact the concept development and costs.

Task 1.A – Preliminary Program

The next step in the process is to review with the group a preliminary program for the proposed parking facility. This preliminary program will serve as a basis for analyzing site and design options. The preliminary program may include an analysis of the following:

- downtown development strategies, plans and/or design guidelines,
- projected parking needs to relate to size of proposed facility,
- user requirements (long versus short term needs, reserved spaces, shared-use, etc),
- mixed-use opportunities including ground floor occupied, air rights development, etc.,
- community amenities such as bicycle parking, bike share and car sharing programs, EV charging, etc.
- sustainable design approaches and goals,
- timing and phasing options,
- utility issues on or adjacent to the site,
- pedestrian flows, vehicle traffic issues and connectivity,
- delivery access, trash removal access,
- code requirements for height, layout etc.,
- lighting, noise, safety and security, and parking operations,
- effects of construction on the surrounding area, and
- temporary parking during construction if the site is an existing surface parking lot.

Task 1.B – Site Analysis

The next step involves a detailed analysis of the site. Much of the site analysis will be based on information provided to us by the City, including any survey of the site, existing conditions such as utility information, environmental conditions, etc.

- evaluate existing traffic flow and patterns to and from the site,
- evaluate dimensions of the site,
- overview of site conditions,
- visual analysis/site inspection,
- study access from the surrounding streets to the site and potential entry and exit locations in a parking garage taking into consideration pedestrian flows to adjacent destinations and area businesses,
- code and other regulatory issues including local, regional, state and federal.

Task 3 – Design Feasibility Study

Task 3 involves the preparation of design concepts for the site based on the demand assessment, programming and site analysis completed in the previous tasks.

Task 2.A - Concept Development

Following the initial programming session and site analysis our team will develop two to three alternate schemes on the site. Based on site information data gathered, and input from the City, we will study:

- alternative footprints and structural grid,
- different ramp types and placement,
- layout including stall dimensions and angle,
- site traffic flow and circulation,
- internal traffic flow and circulation,
- phasing and construction staging alternatives,
- integration of mixed-use space, multi-modal functions and community amenities,
- alternatives for connections to adjacent developments and existing buildings,
- scale and massing,
- location of vertical transportation cores, and
- pedestrian flow at grade.

During this process we will share preliminary concepts with you via Webex or other online / web-based platforms. A ***Cost Model*** will be created illustrating all of the project cost components and will serve as a basis for confirming and or/amending the budget. This cost model will serve as a guide during the refinement and final analysis of concept plans, and in preparation of a business plan.

Task 2.B – Concept Refinement

The highest ranked scheme will be further refined based on input from the online meetings. This includes detailed parking layouts, including floor plans, preliminary sections, and basic elevations illustrating scale, and massing. The cost model will be adjusted to account for any new information.

Task 2.C – Review Aesthetics

During the process, we will discuss with the group potential aesthetic approaches to the proposed parking structure in order to estimate costs. We collectively review adjacent buildings and share as a team images of other parking structures that that may share characteristics, in form and materials, with area buildings.

Task 2.D – Final Cost Analysis

The construction cost model will be finalized based on approval of the preferred scheme. The Project Costs will include all costs associated with design and construction. The Project Costs will be net of any additional funds that could be contributed to the project to offset the total project costs. These funds could come from reserves, state and/or federal sources, grants, revenue from the sale or lease of commercial space within the proposed structure(s), air-rights development, etc.

Task 4 – Preliminary Report (Final Concept Plan)

In Task 4 we will prepare a preliminary report that will presenting the final concept plan. We will review in the report the preliminary program, site documentation analyzed, schemes and concepts studied and final recommendation on the preferred concept plan.

Task 5 – Feasibility Analysis

For the selected site and scheme we will prepare a economic feasibility analysis. This will provide the City with an analysis of capital and operating costs, revenue projections based on review of parking study data, management and operation strategies.

Task 5.A - Parking Management & Operations Strategies

An important part of the feasibility analysis is how the parking structure will be operated and how it is to integrate with the existing system. We will discuss with the group the means and methods of operations, including what entity will operate the facility, space allocation priorities (the targeted users), etc. We will discuss different methods of operating the structure to ensure proper function (or level of service), revenue maximization, operational cost containment, and customer satisfaction.

The team will review parking equipment options depending on proposed operations and management strategies. We will review how the proposed system works with the proposed functional design of the parking structure.

Task 5.B - Funding Strategies

Funding strategies will be investigated based on decisions made regarding ownership, management of operations and use. These strategies will be discussed throughout the process. A variety of approaches will be reviewed including public / private partnerships, leasing options, revised parking rate schedule, a public parking system revenue model, public grants and low funding mechanisms.

Based on preferred funding strategy we will prepare a project finance cost schedule that will include all applicable cost to finance. Any resulting annual debt service amount be used in the Revenue and Expense Pro forma that we will prepare.

Task 5.C – Operating Cost Analysis

Based on the proposed operating plan we will project the annual costs to operate the parking structure this will include staffing, utilities, general supplies, routine and annual preventative maintenance procedures, etc.

Task 5.D - Revenue and Pro Forma Analysis

This task encompasses the body of work necessary to measure the economic feasibility of the proposed parking structure.

Revenue projections will be prepared based on the type of parking and revenue control, projected mix of short-term and long-term parking, current rate structure, projected utilization, etc. The revenue projections will take into consideration timing of the parking project. Any additional revenue sources will be identified and projected if available. This may include an analysis of potential ground floor commercial development and possible air-rights development above a parking structure.

A 10-year pro forma will be completed. We will prepare a sensitivity analysis to determine net revenue available for debt service, deposits to sinking fund, and any applicable debt service coverage requirements. If deficits occur or debt obligations are not met at any given year, options will be evaluated for changes to meet system requirements.

Task 6 – Final Report

Based on the above we will prepare a final report to the City. The final report will include the following

- a recap of meetings with the client,
- a preliminary program that was mutually prepared by the consultant team and City,
- review of alternative parking concepts prepared,
- team's evaluation of the concept,
- evaluation criteria for site selection and concept design selection
- the preferred scheme,
- project and finance costs, pro forma and operational recommendations, and
- final recommendations / implementation plan.

Cost Proposal

Our cost proposal for the scope of work described above is as follows

Phase 1 – Parking Demand Study Update

Professional Fee	$15,000
Estimated Expenses	$ 3,800
Total PHASE 1 Cost	**$18,800**

Estimated expenses include the cost of 2 person trips to Cocoa during the study process, printing, duplication, shipping and other estimated expenses. All reimbursable expenses will be billed as incurred and at cost.

Phase 2 – Parking Feasibility Analysis

Professional Fee	$11,500
Estimated Expenses	$ 1,500
Total PHASE 2 Cost	**$13,000**

Estimated expenses include the cost of 1 person trips to Cocoa during and other direct project related expenses. All reimbursable expenses will be billed as incurred and at cost.

Total Cost Proposal **$31,800**

RESOLUTION NO. 2018-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2018; 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, 2017, and ending on September 30, 2018, at a Special Meeting held on September 25, 2017, and said final budget was subsequently re-adopted and ratified by the City Council at a Special Meeting held on November 14, 2017 due to an advertisement error; 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 2017-2018 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 27th day of February, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3200 | DATE PREPARED: 02/15/18

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 31,800	001-0000-389.99-50		Reserves	$ 4,585,949	$ 4,613,467	$ 4,645,267	$ 4,645,267
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 31,800	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 31,800	001-3200-515.31-00		Professional Services	$ 0	$ 0	$ 31,800	$ 31,800
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 31,800	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

A Downtown Cocoa Village parking study update was budgeted in FY2017 and expected to be completed by the end of the fiscal year. However, the study was not completed in FY2017 and funds were not re-budget requiring an amendment to the FY2018 Budget. This is a one time use of reserves due to the extended and more defined nature of the study. Agenda 18-65

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 02/27/18 *RESOLUTION #:* 2018-012

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

2/15/18	Samia Singleton Digitally signed by Samia Singleton DN: dc=org, dc=cocoafl, ou=CH, cn=Samia Singleton, email=ssingleton@cocoafl.org Date: 2018.02.15 15:27:11 -05'00'	2/20/18	Lea Taylor Digitally signed by Lea Taylor Date: 2018.02.20 10:59:58 -05'00'	2/21/18	
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
2/20/18	Karen Hamilton Digitally signed by Karen Hamilton Date: 2018.02.20 10:19:57 -05'00'	2/20/18	Lora Howell Digitally signed by Lora Howell Date: 2018.02.20 11:04:44 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 9/20/17 - IT

Legislation Details (With Text)

File #:	18-53	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	2/12/2018			**In control:**	City Council
On agenda:	2/27/2018			**Final action:**	
Title:	Approve as a Multi-Year Agreement the First Amendment to Purchase Agreement to the Continuing Services Agreement with WSP USA Inc., formerly known as Parsons Brinckerhoff, Inc. for Consulting Services for Federal, State and Other Loan Applications effective October 29, 2017 and terminating on October 28, 2019. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	WSP USA INC renewal First Amendment				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 12, 2018
Agenda Date: February 27, 2018
Prepared By: Nancy A. Bunt, Deputy Community Services Director
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve as a Multi-Year Agreement the First Amendment to Purchase Agreement to the Continuing Services Agreement with WSP USA Inc., formerly known as Parsons Brinckerhoff, Inc. for Consulting Services for Federal, State and Other Loan Applications effective October 29, 2017 and terminating on October 28, 2019.

BACKGROUND:

On July 27, 2015, the City solicited statements of qualifications from firms interested in providing services with Federal, State and Other Loan Applications and Directed Advisory Services (RFQ Q-15-22-COC). The solicitation was part of the Consultants Competitive Negotiation Act process as mandated in F.S. 287.055 and the City of Cocoa Purchasing Policy. At the close of the offering on August 28, 2015, two (2) firms responded to the Request for Qualifications.

- Parsons Brinckerhoff, Inc.
- Guardian Community Resource Management, Inc.

Based on the RFQ Selection Committee evaluation of all of the firms' relevant loan application and directed advisory service experience, quality control measures, ability to provide services in a timely manner; and approach to and understanding of the overall goals of the City of Cocoa, the City executed a continuing service agreement with Parsons Brinckerhoff, Inc. on October 29, 2015. On

May 1, 2017, Parsons Brinckerhoff, by amendment of its certificate of incorporation changed its corporate name to WSP USA, INC.

To date, WSP USA, INC. has assisted the City by:

- determining project eligibility/structuring of fund use;
- drafting a HUD Section 108 Loan Guarantee Application;
- completing a foundation search;
- identifying potential occupants of the new facility including justification for the program's; determining eligibility under the Community Development Block Grant program; and
- review of the Finding of No Significant Impact (FONSI).

The WSP USA, INC. may also assist the City by revising the draft application if a new location is determined for the community center.

Staff is now requesting City Council approve Amendment #1 to the Continuing Services Agreement with WSP USA, INC., effective October 29, 2017 and terminating on October 28, 2019 to provide Consulting Services for Federal, State and Other Loan Applications under the terms and definitions of the original agreement section 1.1.

STRATEGIC PLAN CONNECTION:

This agenda item is consistent with the Community Development (Redevelopment of the City's Core) section of the Strategic Plan - The improve the quality of life for Cocoa's residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

On October 13, 2015, City Council accepted the Federal, State and Other Loan Applications and Directed Advisory Services RFQ Selection Committee Recommendation of Parsons Brinckerhoff, Inc. to serve as the City's Federal, State and Other Loan Applications and Directed Advisory Services Contractor. Also, City Council authorized staff to negotiate a Continuing Services Agreement to present to the City Manager for signature for Parsons Brinckerhoff, Inc. to assist with the City's Federal, State and Other Loan Applications and Directed Advisory Services Contractor on a Task Order basis.

RECOMMENDED MOTION:

Approve as a Multi-Year Agreement the First Amendment to Purchase Agreement to the Continuing Services Agreement with WSP USA Inc., formerly known as Parsons Brinckerhoff, Inc. for Consulting Services for Federal, State and Other Loan Applications effective October 29, 2017 and terminating on October 28, 2019.

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Consulting Services

Federal, State and Other Loan Applications and Directed Advisory Services

RFQ-15-22-COC

AMENDMENT #1

The City of Cocoa ("City"), has entered into certain contract with the Parsons Brinkerhoff, ("Consultant") Continuing Services Agreement for Federal, State and Other Loan Applications and Directed Advisory Services. The Parson Brinkerhoff, by an amendment to its certificate of incorporation, dated 05/01/2017 has change its corporate name to WSP USA, INC. With this amendment accomplishes a change of corporate name and all rights and obligations of the City and of the Contractor under the contracts are unaffected by this change. Documentary evidence of this change of corporate name has been filed with the City. The contracts covered by this agreement are amended by substituting the name **"Parsons Brinkerhoff, Inc."** for the name **"WSP USA, INC."** wherever it appears in the contracts.

This First Amendment to the purchase agreement for Consulting Services RFQ-15-22-COC is made and entered into as of September 1, 2017 by and between the **City of Cocoa** and **WSP USA, INC., 1100 W. TOWN AND COUNTRY ROAD, ORANGE, CA 92868.**

The agreement, entered into on October 29, 2015 is hereby amended both parties acknowledge and agree that the name of the party to the Agreement, Parsons Brinkerhoff, Inc., is hereby change to WSP USA, Inc. Both parties agree as follows to renew for twenty-four (24) additional months, schedule of rates **in Exhibit-A** (attached). All terms and conditions remain the same commencing on October 29, 2017 and terminating on October 28, 2019.

The parties hereto duly execute this FIRST amendment to become effective as of the date and year first above written.

WSP USA INC.	**CITY OF COCOA**
By: Michelle L. Kendall	**By:** **Henry U. Parrish III**
(Name) Printed	(Name) Printed
Area Manager, Vice President	**Mayor**
(Title)	(Title)
Michelle L Kendall 1/24/18	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Karen D. Hamilton, Community Services Director
Nancy Bunt, Deputy Community Services Director
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT A

AMENDMENT #1

Scope and Budget: Federal, State and Other Loan Applications and Directed Advisory Services

TASK 1: HUD Section 108 Loan Application – Eligibility/Structuring of Fund Use $3,000

TASK 2: HUD Section 108 Loan Application – Draft Application to City $6,000

TASK 3: HUD Section 108 Loan Application – Final Application to HUD $2,500

TASK 4: HUD Section 108 Loan Application – Respond to HUD Questions $1,500

Tasks 1 – 4 are paid on a progress payment basis as benchmarks are achieved.

City staff will be responsible for developing the information from each of the potential occupants of the new facility including justification for the program's eligibility under the Community Development Block Grant program, development costs, the project Finding of No Significant Impact (FONSI) and other background data for use in the Section 108 loan application.

TASK 5: Potential Foundations/Outreach/Negotiations: (time and materials) $14,250

The scope for Task 5 includes: identifying software programs to match foundations to the elements of the project, developing the presentations to the most favorable foundations, direct follow up with foundations and meetings in Cocoa. The hourly fee and travel expenses for meetings away from Cocoa are outside the scope of this agreement.

BILLING RATES: Mark Briggs.....$342.01/hour
Administrative Support $101.00/hour
Estimated Travel Cost: $2,750

Total: $30,000

	UNIT	FREQUENCY	UNIT COST	SUBTOTAL
Airfare	trips	3	$600.00	$1,800.00
Hotel	nights	4	$105.00	$420.00
Hotel Tax	nights	4	$12.00	$48.00
Per Diem	nights	4	$51.00	$204.00
Taxi/Transit	nights	4	$45.00	$180.00
Parking	nights	4	$25.00	$100.00
			Data Purchases	$0.00
			Printing/FedEx/Other	$0.00
			Subtotal Directs	$2,752.00

Travel costs will be for actual out-of-pocket travel costs supported by receipts or per diem at GSA established rates for Cocoa. The rate schedule shall remain the same commencing on October 29, 2017 and terminating on October 28, 2019.

Legislation Details (With Text)

File #:	18-57	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	2/13/2018			**In control:**	City Council
On agenda:	2/27/2018			**Final action:**	
Title:	Approve a Multi-Year Agreement with Property Registration Champions, LLC, DBA PROCHAMPS, a Florida Corporation and a Community Champions Company for foreclosure property registration program services, subject to the City Manager's and City Attorney's approval of the final form of the Agreement. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	BP Community Contract _ 12-4-17 (1).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 13, 2018
Agenda Date: February 27, 2018
Prepared By: Rachel Unruh, Code Enforcement Coordinator
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve an Agreement with Property Registration Champions, LLC, DBA PROCHAMPS, a Florida Corporation and a Community Champions Company for foreclosure property registration program services, subject to the City Manager's and City Attorney's approval of the final form of the Agreement.

BACKGROUND:

On January 12, 2010, City Council approved Ordinance No. 20-2009 ("Ordinance"), amending Chapter 6, City Code, by creating Article VII, titled Registration and Maintenance of Properties in Foreclosure. Generally, the Ordinance requires a mortgagee who holds a mortgage on real property within the City to register the property with the City within 10 days of default by the mortgagor. The registration requires certain mortgagee, property, and contact information be filed with the City. The Ordinance allows the City to impose a registration fee and requires the mortgagee to initiate and maintain onsite inspections and maintenance requirements.

On August 9, 2011, City Council approved Resolution 2011-083, establishing the registration fee of $200 and the Agreement with Property Registration Champions, LLC, DBA PROCHAMPS (PRC), formerly known as, Property Registration Champions Corp, Community Champions Corporation, and Federal Property Registration Corporation. The Agreement was executed on August 17, 2011 for a term of one year, renewable on an annual basis for an additional four (4) year term. Since August

2011, PRC has successfully registered 2,256 properties and generated $225,600 in registration fees paid to the City.

PRC's contractual responsibilities include:

- Cite the City's ordinance to mortgagees and proactively contact those that file a public notice of default, Lis Pendens, foreclosure action, and or take title to real property via foreclosure or other any legal means.
- Electronically provide for registration of foreclosed properties in violation of applicable City ordinances.
- Pay for all expenses related to registration of all foreclosed property, and all administrative costs and fees related thereto.
- Investigate, report, or take corrective measures monthly to update property status of all foreclosed property electronically registered and in compliance with the relevant City ordinances.
- Charge a fee of two hundred dollars ($200.00) per applicant to register all mortgagees who comply with the Ordinance ("Registration Fee") and remit fifty percent of the Registration Fee to the City.
- Provide a website for the registration of each foreclosed property in order to enable compliance with the City's ordinances. The website will direct registrants to the City's website, and further direct traffic, via a hyperlink, to www.VacantRegistry.com. The website will automatically allow lenders and/or responsible parties to comply with the City's Codes.
- Execute the City's website link agreement and meet all City I.T. security, and anti-viral requirements.

Since Property Registration Champions, LLC, DBA PROCHAMPS, is seeking to continue to provide these services to the City of Cocoa, City staff is requesting to execute a contract substantially in the form of the attached contract. However, the contract is still undergoing legal review at the time this agenda item was completed. Therefore, staff is requesting that Council approve this agenda item subject to the City Manager's and City Attorney's approval of the final form of the Agreement. There is no other entity that provides this service.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Through the registry, properties in default are required to be maintained by the mortgagor.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

City Council approved a multiyear professional services agreement for Bid No. Q-11-08-COC with Property Registration Champions, LLC, DBA PROCHAMPS, formerly known as, Property Registration Champions Corp, Community Champions Corporation, and Federal Property

Registration Corporation for registration and maintenance of properties in foreclosure and adopt a resolution establishing the fees for registration and reregistration requirements on August 9, 2011.

RECOMMENDED MOTION:

Approve an Agreement with Property Registration Champions, LLC, DBA PROCHAMPS, a Florida Corporation and a Community Champions Company for foreclosure property registration program services, subject to the City Manager's and City Attorney's approval of the final form of the Agreement.

AGREEMENT BETWEEN
CITY OF COCOA
AND
PROPERTY REGISTRATION CHAMPIONS, LLC

This Agreement is made as of this _27_ day of February, 2018 ("Effective Date") by and between Property Registration Champions, LLC, DBA PROCHAMPS, a Florida Limited Liability Company, with offices at 2725 Center Place, Melbourne, FL 32940 ("**PRC**"), and City of Cocoa, a municipal corporation, with an address at 65 Stone Street, Cocoa, FL 32922 ("**CITY**").

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of Property Registration Ordinance 20-2009, ("Ordinance") the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the CITY; and

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the CITY adopted Ordinance 20-2009, the CITY; and

WHEREAS, pursuant to the Ordinance the CITY desires to enter into this Agreement with PRC in order to provide services authorized pursuant to the Ordinance, to register vacant, abandoned, and foreclosed properties (the "Properties"), so that the CITY can properly address violations of the CITY's property maintenance codes; and

WHEREAS, PRC will also provide an electronic registration process that is cost-free and revenue neutral for the CITY; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. **PRC RESPONSIBILITIES.**

    a. PRC will cite the CITY'S Ordinance to mortgagees and proactively contact those who file a public notice of default, lis pendens, or any foreclosure action, or take title to real property via foreclosure or other legal means. PRC will electronically provide for registration of Properties in violation of Ordinance.

    b. PRC will pay for all expenses, administrative costs and fees related to registration of Properties, except as provided in 1(c). PRC will investigate, report, and take corrective measures to update Property status of Properties electronically registered and in compliance with the Ordinance.

    c. PRC will charge a fee ("Fee") as directed by CITY Resolution 11-083 to each registering party ("Registrant") to register all mortgagees who comply with the Ordinance. PRC shall retain one hundred dollars ($100) of each collected Fee and remit the balance to the CITY. PRC shall forward payment of the CITY'S portion of

the Fee to the CITY'S Finance Department no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions.

d. In the event the CITY'S Ordinance requires payment of late fees as part of the registration requirements PRC shall collect all applicable late fees, retaining twenty percent (20%) of the fee, and remit the balance to the CITY pursuant to the monthly remittance schedule. PRC shall have the ability to send all past due registrations with non-active periods to a collection agency of their choice. All fees related shall be taken out of the CITY'S remittance provided in 1(c).

e. PRC agrees to provide a website for the registration of the Properties in order to enable compliance with the CITY'S ordinances. The website will direct Registrants to a hyperlink, www.proCHAMPS.com. The website found at www.PROCHAMPS.com will automatically allow lenders and/or responsible parties to comply with the CITY'S property registration codes.

f. PRC responsibilities will commence on the Effective Date of this agreement.

2. **INDEMNIFICATION.**

a. **IDEMNIFICATION BY PRC.** PRC shall defend, indemnify, and hold harmless the CITY and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.

b. **INDEMNIFICATION BY CITY.** CITY shall defend, indemnify, and hold harmless PRC and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a failure by CITY to timely respond to a public records request. Should CITY select 10(a)(ii), CITY further defends, indemnifies and holds harmless PRC and officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a challenge to this provision.

3. **TERM and TERMINATION.** This Agreement shall terminate two (2) years from the Effective Date. This Agreement will automatically renew at the end of each term unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.

a. **TERMINATION FOR DEFAULT.** In the event that either party (the "Defaulting Party") shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) days after the giving of written notice to the Defaulting Party, such other party may terminate this Agreement immediately providing written notice of such termination to the Defaulting Party.

b. **TERMINATION FOR INSOLVENCY.** This Agreement may be terminated by the CITY in the event of the insolvency of PRC or the commencement by or against the PRC of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of debtors or the appointment of any receiver, trustee or assignee to take possession of the properties of the PRC, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said commencement or appointment or the liquidation or dissolution of the PRC.

c. **TERMINATION FOR CHANGE IN CONTROL.** CITY may terminate this Agreement if there is a change in control of PRC, and the new controlling entity breaches or fails to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) days after the giving of written notice to the new controlling entity.

4. **CONTRACT DOCUMENTS.** The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:

   a. CITY Ordinance "20-2009", dated: January 12, 2010
   b. CITY Resolution "2011-083", dated: August 9, 2011

5. **INSURANCE.** PRC shall maintain Errors and Omissions Insurance limits of liability provided by such policy shall be no less than one million dollars ($1,000,000.00) to ensure CITY the indemnification specified herein.

6. **OWNERSHIP AND USE OF DOCUMENTS.** All information collected by PRC from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the CITY, and shall be provided to CITY upon request. PRC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with PRC's endeavors.

7. **AUDIT, INSPECTION RIGHTS, AND RETENTION OF RECORDS.** PRC shall maintain records pertaining to this agreement for a period of three years (3) from final payment. Such records shall be subject to audit by the CITY on reasonable advanced, written notice. The audit shall be conducted at the premises of the CITY on business days

only and during normal working hours. PRC shall comply with all Florida Public Records Act (Chapter 119, Florida Statutes) requirements.

8. **INDEPENDENT CONTRACTOR.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or create any obligation or responsibility on behalf of the other party except as provided by written instrument signed by both parties.

9. **NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the CITY designate the following as the respective places for giving of notice:

CITY: City of Cocoa
65 Stone Street
Cocoa, FL 32922
Attention: John A. Titkanich, Jr., AICP, ICMA-CM

WITH COPY TO:
Anthony Garganese, City Attorney
Garganese, Weiss, & D'Agresta, P.A.
111 North Orange Avenue
P.O. Box 2873
Orlando, FL 32801

PRC: Danielle Kieselhorst, Director
2725 Center Place
Melbourne, FL 32940
Telephone No. (321) 421-6639
Facsimile No. (321) 396-7776

10. **AMENDMENTS.** It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

a. In the event there are amendments to the Fees please indicate the manner by which you would like the fees to be applied:

   i. Apply the fee that was in place for the registration period in question: _X__

   ii. Apply the present fee to all registrations regardless of the registration period (Includes additional indemnity from the CITY): _____

11. **CITY DATA.** CITY acknowledges prior to this Agreement registering Properties governed by the original ordinance. On a date, agreed upon by PRC, prior to the Effective Date of this Agreement, the CITY will provide PRC a digital file, in format agreeable to PRC, containing all of the information of all Properties registered by the CITY. All registrations and fees received by the CITY during the period from the data delivery date to the Effective Date will be submitted to PRC and considered registrations by PRC under the terms of this Agreement. If the CITY is unable to provide the agreed upon digital file then the CITY will provide PRC all property registration information, including but not limited to registration forms, to PRC for manual entry into the PRC database. If manual entry of this information is required of PRC the CITY agrees to compensate PRC five dollars ($5.00) per property.

12. **ORDINANCE VIOLATION DATA.** CITY shall provide PRC with all Ordinance violation data.

13. **PUBLICITY.** PRC may include CITY'S name and general case study information within PRC's marketing materials and website.

14. **CITY LOGO.** CITY shall provide the CITY'S logo to PRC for the purposes as set forth in 1(a).

15. **FORCE MAJEURE.** Neither party to this Agreement shall be responsible for any delays or failure to perform any provision of this Agreement (other than payment obligations) due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes beyond the control of such party.

16. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.

17. **BINDING AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

18. **LAWS AND ORDINANCES.** PRC shall observe all laws and ordinances of the CITY, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.

19. **EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, PRC shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

20. **WAIVER.** Any failure by CITY to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CITY may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

21. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

22. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Brevard County, Florida.

23. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal expenses, and costs, including fees and costs incurred at all pretrial, trial and appellate levels.

24. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the CITY and the PRC and supersedes all prior negotiations, representations or agreements, either written or oral.

[Remainder of this page intentionally left blank.]

AGREEMENT BETWEEN
CITY OF COCOA
AND
PROPERTY REGISTRATION CHAMPIONS, LLC

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

CITY

_____ Date:_____
John A. Titkanich, Jr., AICP, ICMA-CM

PROPERTY REGISTRATION CHAMPIONS, LLC

_____ Date:_____
DANIELLE KEISELHORST, DIRECTOR

Property Registration Champions, LLC
2725 Center Place
Melbourne, FL 32940

Legislation Details (With Text)

File #:	18-40	**Version:**	1	**Name:**	January, 2018 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/2/2018			**In control:**	City Council
On agenda:	2/27/2018			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 01/31/2018. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.17 thru 01.31.18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	February 2, 2018
Agenda Date:	February 27, 2018
Prepared By:	Sonja D. Hamilton-Suarez, Purchasing/Contract Manager
Through:	Teri Butler, CGFO, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 01/31/2018**.**

BACKGROUND:

The following reports for the period October 01, 2017 through January 31, 2018 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.

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Purchase Order Approvals 10-01-17 thru 01-31-18

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 37

City Manager = 18

City of Cocoa CRA Board = 1

City Council = 18

Purchase Order Approvals 10-01-17 thru 01-31-18
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
71270	10/12/2017	Reiss Engineering Inc.	$ 42,029.00	10/10/2017	John A. Titkanich, Jr. AICP
71494	10/25/2017	Sunstate Meter & Supply	$ 41,616.00	10/25/2017	John A. Titkanich, Jr. AICP
71536	10/27/2017	Ring Power Corporation	$ 39,825.00	10/26/2017	John A. Titkanich, Jr. AICP
71544	10/30/2017	Insource Software	$ 40,833.01	10/27/2017	Matthew J. Fuhrer (Acting)
71548	10/30/2017	Environmental PR Group	$ 48,250.00	10/27/2017	Matthew J. Fuhrer (Acting)
71606	11/3/2017	DG4S Secure Solutions	$ 49,567.00	11/3/2017	Matthew J. Fuhrer (Acting)
71618	11/8/2017	Mead & Hunt, Inc.	$ 49,440.00	11/7/2017	John A. Titkanich, Jr. AICP
71662	11/13/2017	Sunstate Meter & Supply	$ 49,881.60	11/13/2017	John A. Titkanich, Jr. AICP
71699	11/20/2017	Garganese, Weiss & D'Agresta	$ 35,000.00	11/17/2017	John A. Titkanich, Jr. AICP
71709	11/21/2017	Physio Control Inc.	$ 43,018.28	11/21/2017	Matthew J. Fuhrer (Acting)
71712	11/21/2017	JJ Designs & Construction	$ 45,000.00	11/21/2017	Matthew J. Fuhrer (Acting)
71760	11/29/2017	Garganese, Weiss & D'Agresta	$ 50,000.00	11/28/2017	Matthew J. Fuhrer (Acting)
71789	12/5/2017	Infrastructure Solutions Service	$ 35,970.00	12/4/2017	John A. Titkanich, Jr. AICP
71923	12/20/2017	Southeastern Surveying	$ 38,093.00	12/20/2017	John A. Titkanich, Jr. AICP
71929	12/20/2017	Ricoh USA, Inc.	$ 41,000.00	12/20/2017	John A. Titkanich, Jr. AICP
71966	1/3/2018	Sunstate Meter & Supply	$ 36,964.00	12/29/2017	John A. Titkanich, Jr. AICP
72060	1/23/2018	S & L Materials	$ 35,000.00	1/22/2018	John A. Titkanich, Jr. AICP
72144	1/31/2018	Sunstate Meter & Supply	$ 49,881.60	1/31/2018	John A. Titkanich, Jr. AICP

18 Purchase Order Approved by City Manager

Prepared by Purchasing 2/2/2018

Purchase Order Approvals 10-01-17 thru 01-31-18
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
71962	1/3/2018	Infrastructure Solution Services	$ 35,000.00	11/14/2017	Cocoa CRA

1 Purchase Order Approved by CRA

Prepared by Purchasing 2/2/2018

Purchase Order Approvals 10-01-17 thru 01-31-18
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
71127	10/4/2017	Florida Power & Light Miami	$ 37,400.00	9/26/2017	City Council
71226	10/10/2017	Mayer Electric Supply Company	$ 45,811.00	2/28/2017	City Council
71228	10/10/2017	Mayer Electric Supply Company	$ 47,207.00	2/28/2017	City Council
71243	10/11/2017	Industrial Chemicals Inc.	$ 35,200.00	9/26/2017	City Council
71262	10/11/2017	Cutwater Asset Management	$ 37,500.00	3/9/2010	City Council
71267	10/12/2017	Carr Riggs & Ingram LLC	$ 43,500.00	4/24/2012	City Council
71268	10/12/2017	Carr Riggs & Ingram LLC	$ 43,500.00	4/24/2012	City Council
71371	10/18/2017	Brev Cty Bd of Cty Comm	$ 45,000.00	10/25/2016	City Council
71497	10/25/2017	Florida High Speed Internet	$ 49,250.00	10/10/2017	City Council
71551	10/30/2017	United Self Insured Services	$ 50,000.00	8/22/2017	City Council
71603	11/3/2017	Cato Steel Company	$ 44,858.49	11/3/2017	City Council
71613	11/7/2017	Cato Steel Company	$ 44,858.49	11/3/2017	City Council
71619	11/8/2017	Bussen Mayer Engineering	$ 41,336.00	3/28/2017	City Council
71620	11/8/2017	Axon Enterprises, Inc.	$ 46,515.05	10/24/2017	City Council
71897	12/19/2017	JoBear Contracting Inc.	$ 35,198.80	12/12/2017	City Council
71902	12/19/2017	Flowers Chemical Laboratories	$ 35,818.00	12/12/2017	City Council
71918	12/20/2017	Beck Auto Sales, Inc.	$ 40,317.62	12/12/2017	City Council
71979	1/3/2018	FL Dept. of Corrections	$ 43,122.75	12/12/2017	City Council

18 **Purchase Order Approved by City Council**

Prepared by Purchasing 2/2/2018

Legislation Details (With Text)

File #:	18-49	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/9/2018			**In control:**	City Council
On agenda:	2/27/2018			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Orders - Contingency pdf.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 9, 2018
Agenda Date: February 27, 2018
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of January 31, 2018. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

Change Orders - CM authorized to execute

applied to contingency | as of: 1/31/2018

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
2017-40	6 Rosa L Jones Blvd										
Op. Rev.		56,700.00	TO 4/21/17 & Resolution 11/14/17	2017-124							
Project Manager:		5,000.00	contingency authorized								
account #	001-3205-559.49-05	51,700.00	exp authorized before contingency								
							Cumulative	FY17 cum	FY18 cum		
				FY2017	33276	37,450.00	37,450.00	37,450.00			$ 40,750.00
			FY 17 PO ISSUE		32989	3,300.00	40,750.00	40,750.00			
	Terracon Consultants		*FY 18 PO ISSUE*	FY2018	34750	10,950.00	51,700.00	40,750.00	10,950.00	$ -	
	Environmental Site Assessment										
	FY2017 PO 70648 & 70378 FY 18 PO 71752										
		5,000	^contingency balance-->								
SW17CS	Baffle Box At Church Street										
Op. Rev.		327,407.00	10/24/2017	2017-113							
Project Manager:		30,000.00	contingency authorized								
account #	423-3570-538.63-00	297,407.00	exp authorized before contingency								
							Cumulative	FY17 cum	FY18 cum		
	DP Development of the Treasure Coast PO# 71772		*FY 18 PO ISSUE*	FY2018	34698	297,407.00	297,407.00		297,407.00	$ -	$ -
	Treats Stormwater Run-off										
		30,000	^contingency balance-->								
CP1501	Heart Of Cocoa Meeting Room										
Op. Rev.		160,000.00	10/24/2017	2017-104							
Project Manager:		3,125.00	contingency authorized								
account #	301-3580-519-62-00	156,875.00	exp authorized before contingency								
							Cumulative	FY17 cum	FY18 cum		
	C&D Consturction PO# 71710										
	Community Meeting Room		*FY 18 PO ISSUE*	FY2018	34749	156,875.00	156,875.00		156,875.00	$ -	$ -
		3,125	^contingency balance-->								
WS1201	Subaqueous pipeline protection repair & stabilization of 36" PCCP WM along SR520										
Op. Rev.		1,133,988.00	9/26/2017&10/24/17	2017-89	2017-131						
Project Manager:		39,453.00	contingency authorized 12/12/17 Contingency added back	2017-115							
account #	421-4025-536.46-00	1,094,535.00	exp authorized before contingency								
							Cumulative	FY17 cum	FY18 cum		
	Anderson Diving dba Logan Diving PO#		FY17 PO Issue		33975	100,000.00	100,000.00	100,000.00			$ 116,015.00
	placement of 10,000 cement rip rap bags on exposed pipe for protection and support		*FY 18 PO ISSUE*		34533	600,000.00	700,000.00	100,000.00	600,000.00	$ 591,857.93	
	FY17 PO 71088 plus $16,015 paid by direct pay request		*CO#1*		34967	394,535.00	1,094,535.00	100,000.00	994,535.00		
	FY18 PO 71604										
		39,453	^contingency balance-->								
WS17F3	Utility Lines Extension fo Fire Stn #3										
Op. Rev.		376,359.47	5/9/2017	2017-51							
Project Manager:		34,214.00	contingency authorized								
account #	421-4055-536-63-00	342,145.47	exp authorized before contingency								
							Cumulative	FY17 cum	FY18 cum		
	W&J Construction Corp PO# 70501 FY18 71964		FY17 PO Issue		33141	342,145.47	342,145.47	342,145.47			$ -
	Utility Line Extensions Fire Station #3					(342,145.47)	-	-			
			FY 18 PO ISSUE	FY2018	34995	342,145.47	342,145.47	-	342,145.47	$ 142,185.10	
		34,214	^contingency balance-->								
PW17VS	SR520 Improvements										
Op. Rev.		98,881.00	4/11/2017	2017-38							
Project Manager:		5,000.00	contingency authorized								
account #	001-3510-541-63-00	93,881.00	exp authorized before contingency								
							Cumulative	FY17 cum	FY18 cum		
	Vericon Construction Company PO# 70369		FY17 PO Issue		32961	93,881.00	93,881.00	93,881.00			$ 39,111.00
	SR520 Improvements					(54,770.00)	39,111.00	39,111.00			
			FY 18 PO ISSUE	FY2018			39,111.00	39,111.00	-	$ -	
		5,000	^contingency balance-->								
WS17SS	Schoolhouse Lane, MI, Water Main Replacement										
Op. Rev.		252,950.00	4/11/2017	2017-35							
Project Manager:		22,995.00	contingency authorized								

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
account #	421-4025-536-63-00	229,955.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Jobear Contracting Inc. PO# 70333 PO#71897			FY17 PO Issue		32942 229,955.00	229,955.00	229,955.00			$ 216,556.20
	Schoolhouse Lane, MI Water Main Replacement			*CO#1*		33160 21,800.00	251,755.00	251,755.00			
						(35,198.80)	216,556.20	216,556.20			
				FY 18 PO ISSUE	FY2018	34927 35,198.80	251,755.00	216,556.20	35,198.80	$ 30,891.80	
		1,195	^contingency balance-->								
CP16F1	Fire Station 1										
Op. Rev.		3,392,330.00	7/12/16 and 2/28/17	2017-21							
Project Manager:											
account #	301-3580-519-62-00	3,392,330.00	This is the Guaranteed Maximum Price				Cumulative	FY17 cum	FY18 cum		
	W & J Construction PO# 69154/71229			FY17 PO Issue		31565 3,605,586.00	3,605,586.00	3,605,586.00		$ 370,481.08	$ 2,093,976.58
	Fire Station 1 Q-16-07-COC			*CO#1*		32632 (213,256.00)	3,392,330.00	3,392,330.00			
				CO#2		32698 (122,581.70)	3,269,748.30	3,269,748.30			
				CO#3		32759 (40,515.00)	3,229,233.30	3,229,233.30			
				CO#4		32884 (164,164.99)	3,065,068.31	3,065,068.31			
				CO#5		33282 (100,690.92)	2,964,377.39	2,964,377.39			
				CO#6		33334 (148,595.00)	2,815,782.39	2,815,782.39			
				CO#7		34000 (34,006.64)	2,781,775.75	2,781,775.75			
						(687,799.17)	2,093,976.58	2,093,976.58			
				FY 18 PO ISSUE	FY2018	34133 687,799.17	2,781,775.75	2,093,976.58	687,799.17	$ 370,481.08	
	NOTE: This is a different formula, different authorization>	610,554	^"Owners Contingency Fund" balance-->								
WS16UP	Utility Privatization										
Op. Rev.		1,531,934.00	7/26/16 #16-298	2016-74							
Project Manager:		283,806.00	contingency authorized								
account #	421-4010-536-31-00	1,248,128.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	CH2M Hill PO# 69690			FY2017 PO#69690	FY 2017	31967 847,086.89	847,086.89	847,086.89			$ 87,555.68
	CDM Smith PO#69691			FY2017 PO#69691		32006 158,970.00	1,006,056.89	1,006,056.89			$ -
	Hawksley (Stantec) PO#69908			FY2017 PO#69908		32409 189,591.00	1,195,647.89	1,195,647.89			$ -
						(158,970.00)	1,036,677.89	1,036,677.89			
						(759,531.21)	277,146.68	277,146.68			
						(189,591.00)	87,555.68	87,555.68			
				FY 18 PO ISSUE	FY2018		87,555.68	87,555.68	-	$ -	
	This was originally assigned the wrong project #WS17AF.	283,806	^contingency balance-->								
WSLS04	Lift Station #4 Improvements										
Op. Rev.		617,870.00	6/14/16 VIII.6 (#16-225)	2016-63							
Project Manager:		56,170.00	contingency authorized								
account #	421-4125-536-63-00	561,700.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	L7 Construction Inc PO# 68449/69693/71965			FY16 PO Issue	FY 2016	30576 561,700.00	561,700.00				$ 525,330.34
	Bid No. B-16-14-COC			*PO 68449 FY16 Year-End PO Liquidation*		(534,700.00)	27,000.00				
				FY 2017 PO Issued	FY 2017	32068 534,700.00	561,700.00	534,700.00			
				CO#1		32196 3,418.82	565,118.82	538,118.82			
				CO#2		32914 6,269.00	571,387.82	544,387.82			
				CO#3		33279 2,533.64	573,921.46	546,921.46			
				CO#4		33387 3,145.40	577,066.86	550,066.86			
				CO#5		33508 4,333.50	581,400.36	554,400.36			
						(29,070.02)	552,330.34	525,330.34			
				FY 18 PO ISSUE	FY2018	34997 9,369.66	561,700.00	525,330.34	9,369.66	$ -	
						34997 19,700.36	581,400.36	525,330.34	29,070.02		
				CO#1		35185 3,885.45	585,285.81	525,330.34	32,955.47		
		32,584	^contingency balance-->								
WS1222	WRF Motor Controls Sellers										
Op. Rev.		2,334,400.20	4/12/2016	2016-37							
Project Manager:		212,218.20	contingency authorized								
account #	421-4120-536-63-00	2,122,182.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Chinchor Electric Inc PO# 68119/69705/71957			FY16 PO Issue	FY 2016	30162 2,122,182.00	2,122,182.00				$ 1,458,803.25
	B-16-05-COC			*PO 68119 FY16 Year-End PO Liquidation*		(1,938,748.67)	183,433.33				
				FY 2017 PO Issued	FY 2017	32007 1,938,748.67	2,122,182.00	1,938,748.67			
				CO#1		32212 119,650.85	2,241,832.85	2,058,399.52			

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
			FY 18 PO ISSUE	FY2018	34974	(599,596.27) 599,596.27	1,642,236.58 2,241,832.85	1,458,803.25 1,458,803.25	599,596.27	$ 246,476.42	
		92,567 ^contingency balance-->									
CP16F3	Fire Station #3 Design										
Op. Rev.	SR524	177,925.72	12/8/2015 & 10/24/17 (Contingency in both Resolutions)	2016-16 & 2017-112							
Project Manager:		17,925.72	contingency authorized 5%								
account #	301-3580-519-62-00	160,000.00	exp authorized before contingency								
	Bid No. RFQ-11-12-COC						Cumulative	FY17 cum	FY18 cum		
	Architects Design Group PO#67485/69346		FY16 PO Issue	FY2016	29395	154,206.00	154,206.00				$ 604.47
			CO#1Design and Landscape revisions		30999	6,460.00	160,666.00				$ 20,727.85
			PO 67485 FY16 Year-End PO Liquidation			(36,993.60)	123,672.40				
	Architects RZK PO#69801/71235		FY 2017 PO 69346 Issue (reissue PO67485)	FY 2017	31768	551.75	124,224.15	551.75			
			FY 2017 PO 69346 Issue (adds $$ to reissue of PO67485)		31768	52.72	124,276.87	604.47			
			FY 2017 PO 69708 (reissue balance of FY16 PO#67485 to new vendor		32160	36,441.85	160,718.72	37,046.32			
			per agenda memo V.9 1/10/2017)								
	**There is no project contingency on the contruction piece of this project.										
						(15,714.00)	145,004.72	21,332.32			
			FY 18 PO ISSUE #71235	FY2018	34197	15,714.00	160,718.72	21,332.32	15,714.00	$ 14,356.50	
			CO#1Design and Permitting		34587	1,197.58	161,916.30	21,332.32	16,911.58		
			CO#1Design and Permitting		34587	10,215.42	172,131.72	21,332.32	27,127.00		
	contingency is for primary construction contract and any additional related service contracts per Res. 2016-16	-	^contingency balance-->								
CP16F2	Fire Station #2 Design										
	Brunson Blvd.										
Op. Rev.		118,490.20	1/12/2016	2016-15; 2016-104	2017-111						
Project Manager:		15,166.20	contingency authorized 5% 2/23/16; Council Approved $10k Increase 9/27/16								
account #	301-3580-519-62-00	103,324.00	exp authorized before contingency								
	Bid No. RFQ-11-12-COC						Cumulative	FY17 cum	FY18 cum		
	Architects Design Group PO#67486/69348/69645		FY16 PO Issue	FY2016	29612	103,324.00	103,324.00				
	Architects RZK FY18-71233		*CO#2*		30996	9,992.00	113,316.00				
	Vendor Architects RZK PO#69801 for $70,508 (PR#32265)		*FY16 Liquidation*			(37,965.91)	75,350.09				
	not charged against contingency. TO#2017-03 approved										
	01/10/2017 V.2. File #17-7.		*FY 17 PO Issue #69348 (reissue FY16 PO#67486)*	FY2017	31770	6,143.40	81,493.49	6,143.40			$ 6,143.40
			PO#69645 (reissue FY16 PO#67486)		32092	3,775.00	85,268.49	9,918.40			$ 4,549.53
	**There is no project contingency on the contruction piece of this project.		*CO#1 PO#69645*		32264	774.53	86,043.02	10,692.93			
			FY 18 PO ISSUE	FY2018	34187	25,487.00	111,530.02	10,692.93	25,487.00	$ 12,846.50	
	contingency is for primary construction contract only per Res. 2016-104 (Res. 2016-15 included "any additional service contracts")	5,174	^contingency balance-->								
* Fire Stations 1 and 2 were switched after Council											
WS1402	Reject Pond Rehab - Engineering Services										
Op. Rev.		9,425,900.00	12/8/2015	2015-091							
Project Manager:		856,900.00	contingency authorized								
account #	421-4055-536-63-00	8,569,000.00	exp authorized before contingency								
	PETTICOTT-SCHMITT PO# 67619/69660/71761						Cumulative	FY17 cum	FY18 cum		
	Bid No. B-15-23-COC		FY16 PO Issue	FY2016	29508	8,569,000.00	8,569,000.00				$ 5,531,981.69
			CO#1 temporary and permanent power for CVS-1 and ASR-4		30691	67,311.00	8,636,311.00				
			PO 67619 FY16 Year-End PO Liquidation			(6,815,828.77)	1,820,482.23				
				FY2017	31822	6,815,828.77	8,636,311.00	6,815,828.77			
			CO#1		32217	1,243.00	8,637,554.00	6,817,071.77			
			CO#2		32311	77,406.00	8,714,960.00	6,894,477.77			
			CO#3		32488	15,311.00	8,730,271.00	6,909,788.77			
			CO#4		33475	(1,750.00)	8,728,521.00	6,908,038.77			
			CO#5		33669	10,956.00	8,739,477.00	6,918,994.77			
						(1,387,013.08)	7,352,463.92	5,531,981.69			
			FY 18 PO ISSUE	FY2018	34733	1,387,013.08	8,739,477.00	5,531,981.69	1,387,013.08	$ 611,710.42	
			CO#1		35001	18,612.63	8,758,089.63	5,531,981.69	1,405,625.71		
			CO#2		35008	2,548.56	8,760,638.19	5,531,981.69	1,408,174.27		
			CO#3		35009	41,346.11	8,801,984.30	5,531,981.69	1,449,520.38		
			CO#4		35144	110,939.07	8,912,923.37	5,531,981.69	1,560,459.45		
			CO#5		35145	(21,069.96)	8,891,853.41	5,531,981.69	1,539,389.49		
			CO#6		35146	28,132.00	8,919,985.41	5,531,981.69	1,567,521.49		
		505,915 ^contingency balance-->									
WS16EW	Claude H. Dyal WTP Elevated Walkway Improvements										
Op. Rev.		1,213,820.00	3/24/2015 VIII. 3.	2015-012		63-00					
Project Manager:		110,347.00	10% contingency authorized of $1,103,473								

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
account # 421-4055-536-63-00		1,103,473.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Brandes Design-Build, Inc. PO # 67359/69616										
	Bid No. B-15-09-COC										
				FY15 PO Issue	FY 2015	27257	1,103,473.00	1,103,473.00			$ 15,300.00
				PO 65796 FY15 Year-End PO Liquidation			(883,423.00)	220,050.00			
				FY16 PO Issue	FY 2016	29146	883,423.00	1,103,473.00			
				CO#1		29489	7,268.19	1,110,741.19			
				E		30181	7,419.37	1,118,160.56			
				CO#3		30320	32,643.88	1,150,804.44			
				PO 67359 FY16 Year-End PO Liquidation			(130,380.44)	1,020,424.00			
				CO#4	FY2017	31997	130,380.44	1,150,804.44	130,380.44		
						33777	(37,061.00)	1,113,743.44	93,319.44		
				FY 18 PO ISSUE			(78,019.44)	1,035,724.00	15,300.00		
		63,016	^contingency balance-->		FY2018			1,035,724.00	15,300.00	-	$ -
WS1001	Industrial Park Pump Station										
Op. Rev.											
Project Manager:		4,889,500.00	11/25/14, VIII.8	2014-138							
account #421-4055-536.63-00		444,500.00	10% contingency authorized								
		4,445,000.00	exp authorized before contingency			63-00					
	Brandes Design-Build, PO #67318/69608/71924						Cumulative	FY17 cum	FY18 cum		
	Bid No. B-15-01-COC			FY15 PO Issue	FY 2015	26451	4,445,000.00				
				CO #1 for electric actuated butterfly valves	FY 2015	27931	41,985.41	4,445,000.00			
	Quentin Hampton P.O. #67460/69493			*CO#2 for necessary modifications to electrical design*	FY 2015	28332	14,574.50	4,486,985.41			
				PO 65207 FY15 Year-End PO Liquidation			(1,542,102.38)	4,501,559.91			
	Mead & Hunt (formerly QLH) PO #70943/71880			*FY16 PO Issue PO# 67318*	FY2016	29192	1,542,102.38	2,959,457.53			
				TO 2015-67 P.O. 67455 TO CH2M for Scada Programing		29315	21,434.07	4,501,559.91		v	
	CH2M Hill PO #67455/			*PO# 67460 to QLH for SDC*		29381	53,001.11	4,522,993.98		v	
				CO # 1 PO 67460 Additional Services Industrial Park		29593	23,033.00	4,575,995.09		v	
				CO#1 PO 67318		29647	53,686.38	4,599,028.09			
				CO#2 install electronic indicators PO 67318		30007	8,917.65	4,652,714.47			
				CO#2 additional inspection services PO# 67460		30758	18,000.00	4,661,632.12			
				PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	4,679,632.12			
				PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,873,284.32			
				PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,847,219.98			
				PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,834,600.83			$ 14,779.95
				PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	3,860,665.17	26,064.34		$ 386,032.50
				PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,667,012.97	832,412.14		
				PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,655,728.58	821,127.75		$ 1,300.00
				PO#69608 Brandes Design-Build (reissue PO#67318)				4,667,012.97	832,412.14		
				PO#70943 Mead & Hunt (reissue PO#69493)		31980	(420,315.30)	4,667,012.97	832,412.14		
				PO#71924 Brandes Design-Build (reissue PO#69608)		33736	(9,984.39)	4,246,697.67	412,096.84		
				PO#71880 Mead & Hunt (reisue PO#70943)	FY2018	34892	420,315.30	4,236,713.28	402,112.45		
						34893	9,984.39	4,657,028.58	402,112.45	420,315.30	
		209,868	^contingency balance-->					4,667,012.97	402,112.45	430,299.69	$ 3,262.00
WS1117	SCADA Support Hardware Integration Services										
Op. Rev.											
Project Manager:		3,145,938.40	8/12/14 VIII.5	2014-090							
account #421-4055-536.63-00		231,664.40	10% contingency authorized								
		2,316,644.00	exp authorized before contingency			63-00	64-00				
		597,630.00	Change order to support the Repair of Deficiencies 8-25-15 V.5								
	CH2M Hill Engineers, Inc. FY2014 PO# 64202						Cumulative	FY17 cum	FY18 cum		
	Task Order 2014-58			FY14 PO Issue	FY 2014	25301	2,316,644.00	2,316,644.00			
	CH2M Hill Engineers, Inc. FY 2015 PO# 64883			*FY14 Year-End PO Liquidation for Task Order 2014-58*			(2,316,644.00)	-			$ 244,575.44
				FY 2015 PO Issue	FY 2015	26194	2,316,644.00	2,316,644.00			
	CH2M Hill Engineers, Inc. FY2016 PO# 67262					26634	(2,316,644.00)				
				CO#1-account number change only 421-4055-536.63-00		26634	2,253,869.00 62,775.00	2,316,644.00			
	CH2M Hill Engineers, Inc. FY 2017 PO# 69602			*CO#2-to support the repair of deficiencies identified through execution of the original task*		28276	597,630.00	2,914,274.00			
				CO#3-to correct CO#2 Internal use only to put into right account		n/a		2,914,274.00			
	Same project, different task orders, not from "contingency"			*FY15 Year-End PO Liquidation*			(1,369,468.90) -	1,544,805.10			
	CH2M Hill Engineers, Inc. PO# 67260			FY16 PO Issue	FY2016	29089	1,369,468.90 -	2,914,274.00			
	CH2M Hill Engineers, Inc. PO# 67261			*FY16 Year-End PO Liquidation*			(13,217.56)	2,901,056.44			
	CH2M Hill Engineers, Inc. PO# 67263			PO# 69602 FY17 PO Issue	FY2017	31776	13,217.56	2,914,274.00	13,217.56		
	CH2M Hill Engineers, Inc. PO# 67264			CO#1 to PO#69602		31776	231,520.00	3,145,794.00	244,737.56		
							(162.12)	3,145,631.88	244,575.44		
					FY2018			3,145,631.88	244,575.44	-	$ -
		$ 144.40	^contingency balance-->								

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
WS1222	BNR Process Improvements										
DER restricted + Op.Rev											
account #421 4120 536 63-00 + 64-00		2,970,900.00	08/13/13 VIII.7	2013-083							
		191,900.00	contingency authorized								
		2,779,000.00	constr' exp authorized before contingency								
$5k reimburse check for overpmt of retainage in error - NOT a change order		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037							
		10,000	contingency authorized for emergency task order								
		76,000	Emergency Task Order authorized ($76k before task order contingency)								
Brandes Design-Build, Inc. FY2013 PO# 62086						63-00	64-00	Cumulative	FY17 cum	FY18 cum	FY18	FY17
Bid No. B-13-11-COC												
Brandes Design-Build, Inc. FY2014 PO# 62605				FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00				
Brandes Design-Build, Inc. FY2015 PO# 64940			FY13 Year-End PO Liquidation			(1,200,550.00)	(1,528,450.00)					
Brandes Design-Build, Inc. FY2016 PO# 67346			FY14 PO Reissue	FY2014	23304	1,200,550.00	1,528,450.00	2,779,000.00				
CDM Smith FY2016 PO# 67329 + 67528 + 67529			CO #1 Modification to drain lines in BNR tanks		24840	22,776.29		2,801,776.29				
JoBear Contracting FY2016 PO# 68561			FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73				
			FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29				
Brandes FY2017 PO# 69615 / FY2018 PO#71959			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29				
			CO #3 Cable Tray		26917	10,200.00		2,823,016.29				
CDM Smith FY2017 PO# 69522/69955/69956 FY2018 PO#71534			CO #4 to Remove Sludge		27079	5,978.14		2,828,994.43				
			FY15 Year End PO Liquidation		27209	10,000.00		2,838,994.43				
Chinchor Electric FY2017 PO#69705			FY16 PO Issue	FY2016	29212	(79,836.05)		2,759,158.38				
			CO#1		29249	79,836.05		2,838,994.43	-			
			CO#2		29329	32,800.00		2,871,794.43				
			CO#3		29212	(5,000.00)		2,866,794.43				
			CO#4		29905	4,151.50		2,870,945.93				
			Jobear P.O. 68561		30046	5,327.32		2,876,273.25				
			FY16 Liquidated		30751	(5,327.32)		2,870,945.93				
SISCO FY2016 PO# 68047			SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30751	100,378.50		2,971,324.43				
			FY16 Year End PO Liquidation		30111	(83,785.50)		2,887,538.93				
			FY17PO#69615 Brandes	FY2017	31932	5,085.16		2,892,624.09				$ 5,085.16
			PO# 69522 CDM Smith		31954	(34,482.06)		2,858,142.03				
			PO# 69522 CDM Smith		32776	33,812.06		2,891,954.09	33,812.06			$ -
						670.00		2,892,624.09	34,482.06			$ 13,906.75
			Reissue PO#69522 CDM Smith			13,250.00		2,905,874.09	47,732.06			$ 58,955.00
			CO#1 PO#69522 CDM Smith			(33,812.06)		2,872,062.03	13,920.00			$ 169,885.00
			Reissue PO#69615 Brandes Design-Build	FY2018	34520	(13.25)		2,872,048.78	13,906.75			$ 1,458,803.25
					34650	13.25		2,872,062.03	13,906.75	13.25		
					34988	36,340.00		2,908,402.03	13,906.75	36,353.25	$ 6,917.85	
						33,812.06		2,942,214.09	13,906.75	70,165.31	$ -	
Maxwell Contracting, Inc. FY2015 PO#066365												
Emergency - compromise of existing expansion joint			Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00	76,000.00					$ -
		28,686	^contingency balance--> for Brandes Design-Build			this portion is complete; project is incomplete						
		10,000	^contingency balance--> for Maxwell Contracting									

Legislation Details (With Text)

File #:	18-50	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/9/2018			**In control:**	City Council
On agenda:	2/27/2018			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget by Classification Report January 2018.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 9, 2018
Agenda Date: February 27, 2018
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending January 2018 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund. This January 2018 report is unaudited and preliminary as many FY2017 closing entries are still pending.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2018 Budget by Classification Report - Summary Listing

Through 1/31/2018

Target for December is 33%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 7,664,982		$ 4,894,831.56	$ 2,770,150.44	64%
OTHER PERMITS AND FEES	$ 3,103,557		$ 1,484,668.38	$ 1,618,888.62	48%
INTERGOVERNMENTAL	$ 2,032,862		$ 716,740.44	$ 1,316,121.56	35%
CHARGES FOR SERVICES	$ 11,336,920		$ 3,610,520.75	$ 7,726,399.25	32%
FINES AND FORFEITURES	$ 26,000		$ 6,662.32	$ 19,337.68	26%
MISCELLANEOUS	$ 805,052		$ 269,223.73	$ 535,828.27	33%
OTHER SOURCES (NON-REVENUE)	$ 12,127,193		$ 2,447,030.62	$ 9,680,162.38	20%
REVENUE TOTALS	**$ 37,096,566**		**$ 13,429,677.80**	**$ 23,666,888.20**	**36%**
EXPENSE					
SALARIES AND BENEFITS	$ 22,275,405	$ 3,618.00	$ 6,107,523.13	$ 16,164,263.87	27%
OPERATING EXPENDITURES	$ 9,507,613	$ 2,251,456.04	$ 2,742,564.75	$ 4,513,592.21	53%
CAPITAL OUTLAY	$ 3,461,756	$ 152,265.71	$ 137,466.41	$ 3,172,023.88	8%
GRANTS, AIDS AND OTHER	$ 1,851,792	$ -	$ 836,593.00	$ 1,015,199.00	45%
EXPENSE TOTALS	**$ 37,096,566**	**$ 2,407,339.75**	**$ 9,824,147.29**	**$ 24,865,078.96**	33%
REVENUE TOTALS	**$ 37,096,566**	**$ -**	**$ 13,429,677.80**	**$ 23,666,888.20**	**36%**
EXPENSE TOTALS	**$ 37,096,566**	**$ 2,407,339.75**	**$ 9,824,147.29**	**$ 24,865,078.96**	**33%**
	$ -	**$ (2,407,339.75)**	**$ 3,605,530.51**		

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	420,550	180,084.23	43	1,682,200	4,239,579.90	252	5,046,608	807,028.10
20 00	DELINQUENT TAXES	1,250	1,121.61-	90	5,000	765.92-	15	15,000	15,765.92
25 00	PENALTIES RE: TAXES	416	2,985.53	718	1,664	4,792.92	288	5,000	207.08
30 00	TAX CERTIFICATES	16,666	.00		66,664	.00		200,000	200,000.00
311 **	AD VALOREM	438,882	181,948.15	42	1,755,528	4,243,606.90	242	5,266,608	1,023,001.10
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	33,333	32,134.54	96	133,332	67,668.05	51	400,000	332,331.95
312 **	SALES USE AND FUEL TAXES	33,333	32,134.54	96	133,332	67,668.05	51	400,000	332,331.95
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	88,209	87,459.38	99	352,836	315,570.65	89	1,058,517	742,946.35
30 00	WATER-COCOA	27,888	30,376.59	109	111,552	84,097.03	75	334,667	250,569.97
40 00	GAS	1,500	4,821.40	321	6,000	4,250.62	71	18,000	13,749.38
80 00	PROPANE	1,123	2,465.06	220	4,492	5,578.29	124	13,484	7,905.71
314 **	UTILITY SERVICE TAX	118,720	125,122.43	105	474,880	409,496.59	86	1,424,668	1,015,171.41
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	33,642	36,697.11	109	134,568	47,074.36	35	403,706	356,631.64
315 **	COMMUNICATION SERVICE TAX	33,642	36,697.11	109	134,568	47,074.36	35	403,706	356,631.64
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	14,166	2,044.47	14	56,664	126,985.66	224	170,000	43,014.34
316 **	LOCAL BUSINESS TAX	14,166	2,044.47	14	56,664	126,985.66	224	170,000	43,014.34
310 ***	TAXES	638,743	377,946.70	59	2,554,972	4,894,831.56 ✓	192	7,664,982 ✓	2,770,150.44 ✓
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
00 00	BUILDING PERMITS	25,000	13,438.25	54	100,000	35,516.25	36	300,000	264,483.75
10 00	TRAINING SURCHARGE	66	75.81	115	264	75.81	29	800	724.19
322 **	BUILDING PERMITS	25,066	13,514.06	54	100,264	35,592.06	36	300,800	265,207.94
323	FRANCHISE FEES								
10 00	ELECTRICITY	66,666	184,465.30	277	266,664	99,769.30	37	800,000	700,230.70
40 00	GAS	1,208	5,650.29	468	4,832	5,354.85	111	14,500	9,145.15
70 00	SOLID WASTE	15,014	15,089.98	101	60,056	60,523.36	101	180,170	119,646.64
323 **	FRANCHISE FEES	82,888	205,205.57	248	331,552	165,647.51	50	994,670	829,022.49
325	SPECIAL ASSESSMENT								
12 01	FIRE PROTECTION	135,840	124,193.30	91	543,360	1,279,766.11	236	1,630,087	350,320.89

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	166	.00		664	.00		2,000	2,000.00
12 03	PENALTIES	83	747.39	901	332	797.70	240	1,000	202.30
12 04	TAX CERTIFICATES	12,500	.00		50,000	.00		150,000	150,000.00
12 *	SERVICE	148,589	124,940.69	84	594,356	1,280,563.81	216	1,783,087	502,523.19
325 **	SPECIAL ASSESSMENT	148,589	124,940.69	84	594,356	1,280,563.81	216	1,783,087	502,523.19
329	OTHER PERMITS & FEES								
00 00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
10 00	REPOSITORY FEES	0	.00		0	.00		0	.00
20 00	BUILDING PLANS REVIEW FEE	0	.00		0	.00		0	.00
25 00	PLANNING AND ZONING	2,083	115.00	6	8,332	665.00	8	25,000	24,335.00
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
35 00	FIRE INSPECTIONS	0	300.00		0	2,200.00		0	2,200.00-
329 **	OTHER PERMITS & FEES	2,083	415.00	20	8,332	2,865.00	34	25,000	22,135.00
320 ***	OTHER PERMITS & FEES	258,626	344,075.32	133	1,034,504	1,484,668.38 ✓	144	3,103,557 ✓	1,618,888.62 ✓
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	12,991	23,040.73	177	51,964	23,668.73	46	155,894	132,225.27
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	12,991	23,040.73	177	51,964	23,668.73	46	155,894	132,225.27
20 01	RES OFFCR - CTY CONTRACT	2,200	22,000.00	1000	8,800	22,000.00	250	26,400	4,400.00
20 05	JAG GRANT	1,955	.00		7,820	.00		23,464	23,464.00
20 09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
20 10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
20 12	BULLET PROOF GRANT	1,276	6,219.60	487	5,104	6,219.60	122	15,322	9,102.40
20 13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20 14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20 15	VICTIMS OF CRIME ACT GRNT	8,505	.00		34,020	.00		102,065	102,065.00
20 *	PUBLIC SAFETY	13,936	28,219.60	203	55,744	28,219.60	51	167,251	139,031.40
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	37,507.27		0	37,507.27		0	37,507.27-
331 **	FEDERAL GRANTS	26,927	88,767.60	330	107,708	89,395.60	83	323,145	233,749.40
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	3,333	.00		13,332	.00		40,000	40,000.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
333		PAYMENT IN LIEU OF TAXES								
333	**	PAYMENT IN LIEU OF TAXES	3,333	.00		13,332	.00		40,000	40,000.00
334		STATE GRANT								
50	01	STATE DISASTER REIMBURSE	0	6,251.21		0	6,251.21		0	6,251.21-
50	02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50	03	RESIDENTIAL RETROFIT	0	.00		0	.00		0	.00
50	*	ECONOMIC ENVIRONMENT	0	6,251.21		0	6,251.21		0	6,251.21-
61	10	BREVARD COUNTY EMS GRANT	0	.00		0	.00		0	.00
90	30	HISTORIC PRESERVATION GRT	0	.00		0	230,256.00		0	230,256.00-
334	**	STATE GRANT	0	6,251.21		0	236,507.21		0	236,507.21-
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	39,000	42,527.75	109	156,000	127,583.25	82	468,000	340,416.75
12	20	8TH CNT MUNICIPAL GAS TAX	12,204	13,290.27	109	48,816	39,870.81	82	146,458	106,587.19
12	*	STATE REVENUE SHARING	51,204	55,818.02	109	204,816	167,454.06	82	614,458	447,003.94
14	00	MOBILE HOME LICENSES	1,666	4,780.80	287	6,664	18,083.40	271	20,000	1,916.60
15	00	ALCOHOLIC BEVERAGE	1,809	.00		7,236	.00		21,717	21,717.00
18	00	LOCAL GOVERNMENT 1/2 CENT	82,500	96,747.31	117	330,000	191,175.72	58	990,000	798,824.28
21	00	FIREFIGHTER SUPPLEMENTAL	0	.00		0	.00		0	.00
29	00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41	00	FUEL TAX REFUNDS	1,961	6,550.48	334	7,844	14,124.45	180	23,542	9,417.55
335	**	STATE SHARED REVENUES	139,140	163,896.61	118	556,560	390,837.63	70	1,669,717	1,278,879.37
337		GRANTS FROM LOCAL UNITS								
20	01	911 SURCHARGE FUNDS	0	.00		0	.00		0	.00
40	00	TRANSPORTATION	0	.00		0	.00		0	.00
40	01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40	*	TRANSPORTATION	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
10	01	EMS 1ST RESPONDER	0	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	169,400	258,915.42	153	677,600	716,740.44 ✓	106	2,032,862 ✓	1,316,121.56✓

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
338	SHARED REVENUE LOCAL UNIT								
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
10 00	RECORDING FEES	0	.00		0	.00		0	.00
15 00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21 00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23 00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30 00	ADMINISTRATIVE FEES	461,301	468,935.00	102	1,845,204	1,875,740.00	102	5,535,621	3,659,881.00
31 00	ADMIN FEES STORMWATER	7,632	.00		30,528	.00		91,595	91,595.00
40 00	CERTIFY/COPY/SEARCH	8,333	6,889.86	83	33,332	25,284.83	76	100,000	74,715.17
90 12	PASSPORT EXECUTION FEES	750	550.00	73	3,000	1,450.00	48	9,000	7,550.00
341 **	GENERAL GOVERNMENT	478,016	476,374.86	100	1,912,064	1,902,474.83	100	5,736,216	3,833,741.17
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	0	.00		0	.00		0	.00
90 00	OTHER PUBLIC SAFETY	0	.00		0	700.00		0	700.00-
90 01	FALSE ALARM FEES	925	1,780.00	192	3,700	6,680.00	181	11,100	4,420.00
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	925	1,780.00	192	3,700	7,380.00	200	11,100	3,720.00
342 **	PUBLIC SAFETY	925	1,780.00	192	3,700	7,380.00	200	11,100	3,720.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	34,201	37,280.22	109	136,804	112,089.14	82	410,422	298,332.86
37 11	ROCKLEDGE	21,605	22,901.48	106	86,420	68,402.34	79	259,269	190,866.66
37 12	SUN LAKE	285	308.47	108	1,140	909.06	80	3,420	2,510.94
37 13	CLNY PK-M.I.UTIL CO.	153	152.60	100	612	458.89	75	1,844	1,385.11
37 16	COCOA BEACH	8,922	8,955.74	100	35,688	26,938.12	76	107,066	80,127.88
37 17	CAPE CANAVERAL	7,365	7,368.72	100	29,460	22,135.45	75	88,382	66,246.55
37 18	TITUSVILLE	321	342.26	107	1,284	1,011.44	79	3,854	2,842.56
37 *	WATER BILLING SERVICES	72,852	77,309.49	106	291,408	231,944.44	80	874,257	642,312.56
39 01	SERVICE CHARGES	34,666	26,218.13	76	138,664	129,932.49	94	416,000	286,067.51
39 03	ADMIN CHARGES	33,333	27,630.00	83	133,332	116,760.00	88	400,000	283,240.00
39 04	PENALTIES	72,916	89,591.19	123	291,664	299,177.23	103	875,000	575,822.77
39 05	NSF CHECKS	2,960	2,919.20	99	11,840	10,952.14	93	35,525	24,572.86
39 *	WATER OTHER INCOME	143,875	146,358.52	102	575,500	556,821.86	97	1,726,525	1,169,703.14
41 10	GARBAGE REVENUES	181,575	171,160.07	94	726,300	683,117.87	94	2,178,903	1,495,785.13
41 20	RECYCLING REVENUE	18,065	17,565.42	97	72,260	71,413.99	99	216,789	145,375.01
41 30	GREEN WASTE	15,449	14,824.87	96	61,796	60,577.93	98	185,394	124,816.07
41 *	GARBAGE COLLECTION	215,089	203,550.36	95	860,356	815,109.79	95	2,581,086	1,765,976.21

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
45 10	BILLING FEE - WEST WASTE	8,058	8,232.52	102	32,232	24,685.96	77	96,697	72,011.04
45 20	SALE - RECYCLING MATERIAL	125	399.60	320	500	399.60	80	1,500	1,100.40
45 *	GARBAGE - OTHER REVENUE	8,183	8,632.12	106	32,732	25,085.56	77	98,197	73,111.44
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	MEDIAN MAINTENANCE	4,361	13,084.00	300	17,444	13,084.00	75	52,336	39,252.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	7,608	.00		30,432	.00		91,303	91,303.00
90 *	OTHER PHYSICAL ENVIRON	11,969	13,084.00	109	47,876	13,084.00	27	143,639	130,555.00
343 **	PHYSICAL ENVIRONMENT	451,968	448,934.49	99	1,807,872	1,642,045.65	91	5,423,704	3,781,658.35
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	4,583	1,143.67	25	18,332	21,245.04	116	55,000	33,754.96
39 11	TENANT MAINTENANCE FEES	116	324.56	280	464	854.80	184	1,400	545.20
39 20	COCOA CIVIC CENTER	4,583	2,411.11	53	18,332	19,105.19	104	55,000	35,894.81
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,416	3,823.55	270	5,664	9,504.28	168	17,000	7,495.72
39 *	OTHER CULTURAL SERVICES	10,698	7,702.89	72	42,792	50,709.31	119	128,400	77,690.69
40 01	COCOA VILLAGE 10% GROSS	2,083	200.00	10	8,332	500.00	6	25,000	24,500.00
40 05	PERMIT FEES	208	200.00	96	832	925.00	111	2,500	1,575.00
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	2,291	400.00	18	9,164	1,425.00	16	27,500	26,075.00
50 10	EVENT FEES	500	.00		2,000	1,485.96	74	6,000	4,514.04
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	333	2,750.00	826	1,332	5,000.00	375	4,000	1,000.00-
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	833	2,750.00	330	3,332	6,485.96	195	10,000	3,514.04
347 **	CULTURE/RECREATION	13,822	10,852.89	79	55,288	58,620.27	106	165,900	107,279.73
349	OTHER CHARGES FOR SERVICE								
01 00	CREDIT CARD FEES	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
349		OTHER CHARGES FOR SERVICE								
349	**	OTHER CHARGES FOR SERVICE	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	944,731	937,942.24	99	3,778,924	3,610,520.75	96	11,336,920	7,726,399.25
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
10	00	COUNTY COURT CRIMINAL	0	.00		0	.00		0	.00
50	00	800 MHZ FINES	0	.00		0	.00		0	.00
90	00	OTHER	2,166	3,522.02	163	8,664	6,662.32	77	26,000	19,337.68
351	**	JUDGMENTS AND FINES	2,166	3,522.02	163	8,664	6,662.32	77	26,000	19,337.68
354		LOCAL ORDINANCE VIOLATION								
00	00	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354	**	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355		FEDERAL								
00	00	FEDERAL	0	.00		0	.00		0	.00
355	**	FEDERAL	0	.00		0	.00		0	.00
356		STATE								
00	00	STATE	0	.00		0	.00		0	.00
356	**	STATE	0	.00		0	.00		0	.00
350	***	FINES AND FORFEITURES	2,166	3,522.02	163	8,664	6,662.32	77	26,000	19,337.68
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
10	00	INTEREST	1,250	1,864.79	149	5,000	9,952.37	199	15,000	5,047.63
20	00	DIVIDENDS	0	.00		0	1,701.56		0	1,701.56-
38	00	NET INC/DEC-FMV INVESTMNT	0	.00		0	42,717.75-		0	42,717.75
40	00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	1,250	1,864.79	149	5,000	31,063.82-	621	15,000	46,063.82
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	10,165	13,766.66	135	40,660	54,931.46	135	121,990	67,058.54
362	**	RENT AND ROYALTIES	10,165	13,766.66	135	40,660	54,931.46	135	121,990	67,058.54
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	.00		0	7,134.50		0	7,134.50-
10	00	GAIN/LOSS	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
364		DISPOSITION FIXED ASSETS								
20	00	INTERFUND LOANS	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	0	.00		0	7,134.50		0	7,134.50-
365		SALES OF SURPLUS SCRAP								
00	00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365	**	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
366		CONTRIBUTIONS & DONATIONS								
00	00	CONTRIBUTIONS & DONATIONS	11,666	66,400.00	569	46,664	87,800.00	188	140,000	52,200.00
10	09	POLICE/FIRE DEPTS	108	.00		432	.00		1,299	1,299.00
10	10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10	12	V-COP REVENUES	0	.00		0	.00		0	.00
10	13	VISIT FLORIDA GRANT	0	.00		0	.00		0	.00
10	20	TOY DRIVE	0	.00		0	.00		0	.00
10	*	DONATIONS-PRIVATE SOURCES	108	.00		432	.00		1,299	1,299.00
366	**	CONTRIBUTIONS & DONATIONS	11,774	66,400.00	564	47,096	87,800.00	186	141,299	53,499.00
367		LICENSES								
00	00	LICENSES	0	.00		0	.00		0	.00
367	**	LICENSES	0	.00		0	.00		0	.00
368		PENSION CONTRIBUTIONS								
00	00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21	00	POLICE STATE CONTRIBUTION	12,210	.00		48,840	.00		146,530	146,530.00
22	00	FIRE STATE CONTRIBUTION	9,602	.00		38,408	.00		115,233	115,233.00
368	**	PENSION CONTRIBUTIONS	21,812	.00		87,248	.00		261,763	261,763.00
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	6,666	49,328.43	740	26,664	63,827.97	239	80,000	16,172.03
90	01	COKE MACHINE	0	.00		0	.00		0	.00
90	02	POLICE SECURITY SERVICES	2,500	8,900.00	356	10,000	16,330.00	163	30,000	13,670.00
90	03	CODE ENF ABATE/DEMO REV	4,166	850.00	20	16,664	4,695.00	28	50,000	45,305.00
90	04	MISC. POLICE REVENUES	0	135.67		0	1,474.17		0	1,474.17-
90	05	INVESTIGATIVE COSTS REIM	5,000	4,585.86	92	20,000	12,183.14	61	60,000	47,816.86
90	06	SETTLEMENTS	0	.00		0	.00		0	.00
90	07	FLORIDA HARDEST HIT	1,250	100.00	8	5,000	2,600.00	52	15,000	12,400.00
90	08	ATF TASK FORCE	0	.00		0	.00		0	.00
90	09	PROPERTY REGISTRATION	2,500	1,700.00	68	10,000	2,800.00	28	30,000	27,200.00
90	10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90	11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	22,082	65,599.96	297	88,328	103,910.28	118	265,000	161,089.72
96 00	INSURANCE REFUND/PROCEEDS	0	16,395.31		0	46,511.31		0	46,511.31-
369 **	OTHER MISC REVENUES	22,082	81,995.27	371	88,328	150,421.59	170	265,000	114,578.41
360 ***	MISCELLANEOUS REVENUES	67,083	164,026.72	245	268,332	269,223.73	100	805,052	535,828.27
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM REDEVELOP (110)	4,567	.00		18,268	27,646.62	151	54,807	27,160.38
91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	1,156	.00		3,468	.00		12,721	12,721.00
91 23	STORMWATER (423)	806	.00		3,141	.00		9,595	9,595.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91 41	TRF FROM CONFISCATED(141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	6,529	.00		24,877	27,646.62	111	77,123	49,476.38
381 **	INTERFUND TRANSFER	6,529	.00		24,877	27,646.62	111	77,123	49,476.38
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS WATER REV.	513,151	513,152.00	100	2,052,604	2,052,608.00	100	6,157,822	4,105,214.00
40 01	6% CONTRIBUTION	91,694	91,694.00	100	366,776	366,776.00	100	1,100,328	733,552.00
40 *	CONTRIBUTIONS WATER REV.	604,845	604,846.00	100	2,419,380	2,419,384.00	100	7,258,150	4,838,766.00
382 **	CONTRIBUTIONS ENTERPRISE	604,845	604,846.00	100	2,419,380	2,419,384.00	100	7,258,150	4,838,766.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
385	PROCEEDS REFUNDING BONDS								
00 00	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
385		PROCEEDS REFUNDING BONDS								
385	**	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
85	00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90	00	NON OPERATING SOURCES	14,871	.00		59,484	.00		178,453	178,453.00
90	20	PREMIUM ON DEBT ISSUE	0	.00		0	.00		0	.00
90	*	NON OPERATING SOURCES	14,871	.00		59,484	.00		178,453	178,453.00
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	384,455	.00		1,537,820	.00		4,613,467	4,613,467.00
99	*	BALANCE FORWARD	384,455	.00		1,537,820	.00		4,613,467	4,613,467.00
389	**	NON OPERATING SOURCES	399,326	.00		1,597,304	.00		4,791,920	4,791,920.00
380	***	OTHER SOURCES(NON-REV)	1,010,700	604,846.00	60	4,041,561	2,447,030.62	61	12,127,193	9,680,162.38
FUND TOTAL		GENERAL FUND	3,091,449	2,691,274.42	87	12,364,557	13,429,677.80	109	37,096,566	23,666,888.20

REPORT SELECTIONS

Fiscal year . . . . . : 2018
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2618	2550.00	97	10472	10200.00	97	.00	31424	21224.00	33
11 **	EXECUTIVE SALARIES	2618	2550.00	97	10472	10200.00	97	.00	31424	21224.00	33
12-00	REGULAR SALARIES & WAGES	974532	807474.75	83	3899189	3224686.81	83	.00	11695573	8470886.19	28
12-06	SALARIES/CONTRACTUAL	1713	1280.00	75	6852	4395.00	64	.00	20559	16164.00	21
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	3736	6564.30	176	14944	12668.96	85	.00	44841	32172.04	28
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	979981	815319.05	83	3920985	3241750.77	83	.00	11760973	8519222.23	28
13-00	OTHER SALARIES & WAGES	82641	71702.81	87	329503	285517.47	87	.00	990678	705160.53	29
13 **	OTHER SALARIES & WAGES	82641	71702.81	87	329503	285517.47	87	.00	990678	705160.53	29
14-00	OVERTIME	27894	30906.12	111	111121	153744.10	138	.00	334362	180617.90	46
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	27894	30906.12	111	111121	153744.10	138	.00	334362	180617.90	46
15-00	SPECIAL PAY	33566	24430.71	73	134264	108469.31	81	.00	402809	294339.69	27
15 **	SPECIAL PAY	33566	24430.71	73	134264	108469.31	81	.00	402809	294339.69	27
20-00	CLOTHING/SHOE ALLOWANCE	1676	.00	0	6704	6895.00	103	.00	20135	13240.00	34
20 **	CLOTHING/SHOE ALLOWANCE	1676	.00	0	6704	6895.00	103	.00	20135	13240.00	34
21-00	FICA TAXES	83608	69883.12	84	334432	279523.97	84	.00	1003402	723878.03	28
21 **	FICA TAXES	83608	69883.12	84	334432	279523.97	84	.00	1003402	723878.03	28
22-00	RETIREMENT CONTRIBUTIONS	78727	47155.54	60	314908	188666.04	60	.00	944847	756180.96	20
22-01	LICENSED POLICE/FIRE	187924	159512.41	85	751696	642712.50	86	.00	2255112	1612399.50	29
22-02	STATE CONTRIBUTIONS	19673	.00	0	104352	.00	0	.00	261763	261763.00	0
22-03	ICMA - CITY MANAGER	1080	971.60	90	4320	3880.77	90	.00	12960	9079.23	30

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22 **	RETIREMENT CONTRIBUTIONS	287404	207639.55	72	1175276	835259.31	71	.00	3474682	2639422.69	24
23-00	LIFE/HEALTH INSURANCE	277607	237499.14	86	1110428	916737.50	83	3618.00	3331413	2411057.50	28
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	277607	237499.14	86	1110428	916737.50	83	3618.00	3331413	2411057.50	28
24-00	WORKER'S COMPENSATION	55458	44393.71	80	221832	194925.70	88	.00	665647	470721.30	29
24 **	WORKER'S COMPENSATION	55458	44393.71	80	221832	194925.70	88	.00	665647	470721.30	29
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	1664	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	1664	.00	0	.00	5000	5000.00	0
27-00	CAFETERIA PLAN	21240	17910.00	84	84960	74500.00	88	.00	254880	180380.00	29
27 **	CAFETERIA PLAN	21240	17910.00	84	84960	74500.00	88	.00	254880	180380.00	29
31-00	PROFESSIONAL SERVICES	22122	6045.25	27	80094	29457.80	37	89011.31	257090	138620.89	46
31-01	LEGAL FEES	33813	34307.61	102	135252	113973.23	84	286793.77	405767	5000.00	99
31-02	MEDICAL SERVICES	3490	175.00	5	13960	1268.00	9	35897.00	41890	4725.00	89
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1093	.00	0	4372	13125.00	300	.00	13125	.00	100
31-33	EMPLOYEE HEALTH CENTER	15433	14170.41	92	61732	50589.00	82	134618.00	185207	.00	100
31 **	PROFESSIONAL SERVICES	75951	54698.27	72	295410	208413.03	71	546320.08	903079	148345.89	84
32-00	ACCOUNTING & AUDITING	3625	8750.00	241	14500	14750.00	102	28750.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	8750.00	241	14500	14750.00	102	28750.00	43500	.00	100
34-00	CONTRACT SERVICES	108242	33939.08	31	401788	403987.72	101	459010.02	1267801	404803.26	68
34-03	CUSTOMER SERVICE CONTRACT	154431	152811.66	99	617724	456919.65	74	.00	1853174	1396254.35	25
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	622-	.00	0	4967	.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	262051	186750.74	71	1024479	860907.37	84	459010.02	3120975	1801057.61	42

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	%EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
39-00	CONTINGENCY	3752-	.00	0	57171	.00	0	.00	27171	27171.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-11	SERIES 2010 GF BOND	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	4447	.00	0	8894	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	695	.00	0	66065	.00	0	.00	27171	27171.00	0
40-00	TRAVEL & PER DIEM	4803	1769.33	37	18546	5766.65	31	35.00	57090	51288.35	10
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	4803	1769.33	37	18546	5766.65	31	35.00	57090	51288.35	10
41-00	COMMUNICATION	11274	3159.97	28	42557	37240.71	88	77716.92	132784	17826.37	87
41 **	COMMUNICATION	11274	3159.97	28	42557	37240.71	88	77716.92	132784	17826.37	87
42-00	POSTAGE & FREIGHT	36009	34388.12	96	144042	147321.60	102	248997.91	432214	35894.49	92
42 **	POSTAGE & FREIGHT	36009	34388.12	96	144042	147321.60	102	248997.91	432214	35894.49	92
43-00	ELECTRIC/WATER/SEWER	57976	52507.52	91	231904	173938.38	75	468371.08	695740	53430.54	92
43 **	ELECTRIC/WATER/SEWER	57976	52507.52	91	231904	173938.38	75	468371.08	695740	53430.54	92
44-00	RENTALS AND LEASES	16512	1281.24	8	80492	88849.74	110	65743.11	212646	58053.15	73
44 **	RENTALS AND LEASES	16512	1281.24	8	80492	88849.74	110	65743.11	212646	58053.15	73
45-00	INSURANCE	32741	.00	0	130964	193778.80	148	.00	392946	199167.20	49
45 **	INSURANCE	32741	.00	0	130964	193778.80	148	.00	392946	199167.20	49
46-00	REPAIRS & MAINTENANCE	56053	27239.24	49	212055	321762.62	152	137269.24	660539	201507.14	70
46-02	REPAIR/MAINT BUILDING	23959	8340.94	35	95836	72936.95	76	53265.07	287521	161318.98	44
46-03	REPAIR/MAINT-VEHICLES	19746	25529.76	129	78984	43923.68	56	3009.04	236993	190060.28	20
46-05	HYDRANT FEES	16090	16114.14	100	64360	64456.56	100	.00	193080	128623.44	33
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46 **	REPAIRS & MAINTENANCE	115848	77224.08	67	451235	503079.81	112	193543.35	1378133	681509.84	51
47-00	PRINTING & BINDING	1812	1494.00	83	7221	5430.60	75	3042.30	21802	13329.10	39
47 **	PRINTING & BINDING	1812	1494.00	83	7221	5430.60	75	3042.30	21802	13329.10	39
48-00	PROMOTIONAL ACTIVITIES	3784	6298.54	167	15136	14810.09	98	755.00	45445	29879.91	34
48-11	BUSINESS ASSIST. PROGRAM	2083	.00	0	8332	.00	0	.00	25000	25000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	5867	6298.54	107	23468	14810.09	63	755.00	70445	54879.91	22
49-00	OTHER CHARGES & OBLIG.	17482	118.35	1	70214	31947.70	46	5022.50	210129	173158.80	18
49-02	ADVERTISING	48	.00	0	169	.00	0	.00	550	550.00	0
49-05	BROWNFIELDS REDEV PROG	9467	93.00	1	44916	23668.73	53	25720.00	120651	71262.27	41
49-06	BROWNFIELD PROG CITY COST	5190	.00	0	13712	13850.00	101	21392.00	55243	20001.00	64
49-07	BAD DEBT EXPENSE	12499	3688.57-	30-	49996	24770.88-	50-	.00	150000	174770.88	17-
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1875	.00	0	7500	.00	0	.00	22500	22500.00	0
49 **	OTHER CHARGES & OBLIG.	46561	3477.22-	8-	186507	44695.55	24	52134.50	559073	462242.95	17
52-00	OPERATING SUPPLIES	82025	36780.67	45	287590	309159.95	108	34309.89	943908	600438.16	36
52-02	UNIFORMS	1685	93.10	6	6740	1844.57	27	4516.03	20230	13869.40	31
52-05	EMS 1st RESP-CONSUM SUPP	3373	1020.23	30	13492	6052.69	45	26377.31	40480	8050.00	80
52-07	JANITORIAL SUPPLIES	2221	2020.04	91	8884	6511.14	73	.00	26676	20164.86	24
52-10	HEATING FUEL	128	259.52	203	512	548.84	107	987.16	1536	.00	100
52-30	FUEL, OIL, & LUBRICANTS	18495	14608.59	79	73980	50373.01	68	.00	221982	171608.99	23
52-33	EMPLOYEE HEALTH CENTER	4889	6924.25	142	19556	21812.62	112	36865.38	58678	.00	100
52 **	OPERATING SUPPLIES	112816	61706.40	55	410754	396302.82	97	103055.77	1313490	814131.41	38

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	MONTH-TO-DATE %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53-00	ROAD MATERIALS/SUPPLIES	1250	.00	0	5000	1019.50	20	3980.50	15000	10000.00	33
53 **	ROAD MATERIALS/SUPPLIES	1250	.00	0	5000	1019.50	20	3980.50	15000	10000.00	33
54-00	MEMBERSHIP/PUBLICATIONS	3067	5800.08	189	12235	18216.29	149	.50	36867	18650.21	49
54 **	MEMBERSHIP/PUBLICATIONS	3067	5800.08	189	12235	18216.29	149	.50	36867	18650.21	49
55-00	TRAINING	6991	2780.00	40	28630	26357.63	92	.00	84658	58300.37	31
55-01	EDA PROGRAM	833	870.84	105	3332	1686.18	51	.00	10000	8313.82	17
55 **	TRAINING	7824	3650.84	47	31962	28043.81	88	.00	94658	66614.19	30
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	411	1.98-	1-	822	361.45	44	.00	4114	3752.55	9
61 **	LAND	411	1.98-	1-	822	361.45	44	.00	4114	3752.55	9
62-00	BUILDINGS	14583	.00	0	58332	.00	0	8259.15	175000	166740.85	5
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	14583	.00	0	58332	.00	0	8259.15	175000	166740.85	5
63-00	INFRASTRUCTURE	233883	.00	0	935532	20416.00	2	81305.50	2806607	2704885.50	4
63 **	INFRASTRUCTURE	233883	.00	0	935532	20416.00	2	81305.50	2806607	2704885.50	4
64-00	MACHINERY AND EQUIPMENT	26217	.00	0	104061	116688.96	112	62701.06	313824	134433.98	57
64-01	JAG GRANT	1955	.00	0	7820	.00	0	.00	23464	23464.00	0
64-15	IT HARDWARE	11449	.00	0	47132	.00	0	.00	138747	138747.00	0
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	39621	.00	0	159013	116688.96	73	62701.06	476035	296644.98	38

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
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 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	69716	836593.00	1200	278864	836593.00	300	.00	836592	1.00-	100
81 **	AIDS TO GOVT AGENCY	69716	836593.00	1200	278864	836593.00	300	.00	836592	1.00-	100
82-01	ECON DEV INCENTIVE CONTR	83333	.00	0	333332	.00	0	.00	1000000	1000000.00	0
82 **	AID PRIVATE ORGANIZATION	83333	.00	0	333332	.00	0	.00	1000000	1000000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	1266	.00	0	5064	.00	0	.00	15200	15200.00	0
83 **	OTHER GRANTS AND AIDS	1266	.00	0	5064	.00	0	.00	15200	15200.00	0
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	3093604	2854827.14	92	12389941	9824147.29	79	2407339.75	37096566	24865078.96	33
GRAND	TOTAL *********										
		3093604	2854827.14	92	12389941	9824147.29	79	2407339.75	37096566	24865078.96	33



FY 2018 Budget by Classification Report - Summary Listing

Through 1/31/2018

Target for December is 33%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 1,863,827		$ 1,725,755.00	$ 138,072.00	93%
CHARGES FOR SERVICES	$ 54,576,227		$ 19,172,717.73	$ 35,403,509.27	35%
MISCELLANEOUS	$ 307,595		$ (38,945.55)	$ 346,540.55	-13%
OTHER SOURCES (NON-REVENUE)	$ 31,113,711		$ 684,053.83	$ 30,429,657.17	2%
REVENUE TOTALS	**$ 87,861,360**	-	**$ 21,543,581.01**	**$ 66,317,778.99**	**25%**
				$ 12,782,715.88	
EXPENSE					
SALARIES AND BENEFITS	$ 14,354,923	$ 2,412.00	$ 3,828,080.03	$ 10,524,430.97	27%
OPERATING EXPENDITURES	$ 24,685,904	$ 6,055,886.74	$ 5,471,170.56	$ 13,158,846.70	47%
CAPITAL OUTLAY	$ 32,883,976	$ 5,574,496.72	$ 1,158,709.25	$ 26,150,770.03	20%
GRANTS, AIDS AND OTHER	$ 15,936,557	$ -	$ 3,192,284.00	$ 12,744,273.00	20%
EXPENSE TOTALS	**$ 87,861,360**	**$ 11,632,795.46**	**$ 13,650,243.84**	**$ 62,578,320.70**	29%
REVENUE TOTALS	**$ 87,861,360**	**$ -**	**$ 21,543,581.01**	**$ 66,317,778.99**	**25%**
EXPENSE TOTALS	**$ 87,861,360**	**$ 11,632,795.46**	**$ 13,650,243.84**	**$ 62,578,320.70**	**29%**
	$ -	**$ (11,632,795.46)**	**$ 7,893,337.17**		

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	71,887	99,400.00	138	287,548	476,005.00	166	862,654	386,649.00
03 11	WATER - COMMERCIAL	73,954	886,900.00	1199	295,816	1,172,500.00	396	887,457	285,043.00-
03 20	SEWER - RESIDENTIAL	852	.00		3,408	1,250.00	37	10,235	8,985.00
03 21	SEWER - COMMERCIAL	8,623	.00		34,492	76,000.00	220	103,481	27,481.00
03 *	IMPACT FEES	155,316	986,300.00	635	621,264	1,725,755.00	278	1,863,827	138,072.00
324 **	IMPACT FEES	155,316	986,300.00	635	621,264	1,725,755.00	278	1,863,827	138,072.00
320 ***	OTHER PERMITS & FEES	155,316	986,300.00	635	621,264	1,725,755.00✓	278	1,863,827✓	138,072.00✓
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
90 00	OTHER FEDERAL GRANT-BABS	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	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
30 02	SJRWMD - BRACCO RESERVOIR	0	.00		0	.00		0	.00
30 08	SJRWMD - SUPP SUPPLY WELL	0	.00		0	.00		0	.00
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	3,842,814	4,339,611.32	113	15,371,256	15,916,858.55	104	46,113,775	30,196,916.45
33 00	WATER CONNECTION FEE	20,000	48,279.50	241	80,000	184,380.39	231	240,000	55,619.61
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	48,279.50	241	80,000	184,380.39	231	240,000	55,619.61
36 00	WATER HYDRANT FEES	217,357	255,866.35	118	869,428	1,019,900.79	117	2,608,291	1,588,390.21
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
39	02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39	06	HYDRANT RESID FLOW TEST	133	1,200.00	902	532	2,300.00	432	1,600	700.00-
39	07	BACKFLOW DEVICE TEST	12,083	13,834.33	115	48,332	55,362.59	115	145,000	89,637.41
39	08	JUMPER METERS	58	150.00	259	232	650.00	280	700	50.00
39	09	PLAN REVIEW/CONST INSPECT	1,000	2,000.00	200	4,000	7,000.00	175	12,000	5,000.00
39	10	BACKFLOW PRV/RLCT TEMP	41	55.42	135	164	171.68	105	500	328.32
39	11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39	12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39	*	WATER OTHER INCOME	13,315	17,239.75	130	53,260	65,484.27	123	159,800	94,315.73
51	00	SEWER SALES	425,692	483,529.21	114	1,702,768	1,875,212.42	110	5,108,310	3,233,097.58
51	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51	*	SEWER SALES	425,692	483,529.21	114	1,702,768	1,875,212.42	110	5,108,310	3,233,097.58
53	02	SEWER CONNECT - FINANCED	0	.00		0	.00		0	.00
53	04	SEWER CONNECT- GRISSOM	0	.00		0	.00		0	.00
53	05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53	*	SEWER CONNECTION FEES	0	.00		0	.00		0	.00
59	01	GREASE TRAP PERMITS	516	575.46	112	2,064	2,353.79	114	6,200	3,846.21
60	00	REUSE WATER	27,737	26,528.04	96	110,948	106,257.01	96	332,851	226,593.99
60	01	REUSE WATER INSTALLATION	583	250.46	43	2,332	2,270.51	97	7,000	4,729.49
60	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60	*	REUSE WATER	28,320	26,778.50	95	113,280	108,527.52	96	339,851	231,323.48
90	10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	4,548,014	5,171,880.09	114	18,192,056	19,172,717.73	105	54,576,227	35,403,509.27
340	***	CHARGES FOR SERVICES	4,548,014	5,171,880.09	114	18,192,056	19,172,717.73	105	54,576,227	35,403,509.27
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
10	00	INTEREST	20,107	621.34	3	80,428	7,347.73	9	241,295	233,947.27
10	10	SBA	0	.00		0	.39		0	.39-
10	*	INTEREST	20,107	621.34	3	80,428	7,348.12	9	241,295	233,946.88
20	00	DIVIDENDS	0	.00		0	.00		0	.00
38	00	NET INC/DEC-FMV INVESTMNT	0	.00		0	78,338.74-		0	78,338.74
40	00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	20,107	621.34	3	80,428	70,990.62-	88	241,295	312,285.62

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		432	1,300.00	301	1,300	.00
362 **	RENT AND ROYALTIES	108	.00		432	1,300.00	301	1,300	.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	1,250	.00		5,000	19,332.50	387	15,000	4,332.50-
10 00	GAIN/LOSS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	1,250	.00		5,000	19,332.50	387	15,000	4,332.50-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	833	.00		3,332	.00		10,000	10,000.00
365 **	SALES OF SURPLUS SCRAP	833	.00		3,332	.00		10,000	10,000.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	3,333	3,178.65	95	13,332	11,412.57	86	40,000	28,587.43
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	3,333	3,178.65	95	13,332	11,412.57	86	40,000	28,587.43
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	3,333	3,178.65	95	13,332	11,412.57	86	40,000	28,587.43
360 ***	MISCELLANEOUS REVENUES	25,631	3,799.99	15	102,524	38,945.55-	38	307,595	346,540.55
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
45 03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 10	TRF FROM REDEVELOP (110)	0	.00		0	.00		0	.00
91 23	STORMWATER (423)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
30 00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41 00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42 00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81 00	CONTRIBUTION LIFT STATION	0	.00		0	89,610.00		0	89,610.00-
82 00	CONTRIBUTION S MAINLAND	0	225,477.10		0	250,340.54		0	250,340.54-
83 00	CONTRIBUTION VIERA	0	225,637.79		0	344,103.29		0	344,103.29-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	225,637.79		0	344,103.29		0	344,103.29-
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	12,579	.00		12,579	.00		113,212	113,212.00
99 50	FUND BAL-APPROP. RESERVES	2,602,099	.00		10,183,702	.00		31,000,499	31,000,499.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	2,614,678	.00		10,196,281	.00		31,113,711	31,113,711.00
389 **	NON OPERATING SOURCES	2,614,678	451,114.89	17	10,196,281	684,053.83	7	31,113,711	30,429,657.17
380 ***	OTHER SOURCES(NON-REV)	2,614,678	451,114.89	17	10,196,281	684,053.83 ✓	7	31,113,711 ✓	30,429,657.17 ✓
FUND TOTAL	WATER/SEWER ENTERPRISE	7,343,639	6,613,094.97	90	29,112,125	21,543,581.01 ✓	74	87,861,360 ✓	66,317,778.99 ✓

REPORT SELECTIONS

Fiscal year . . . . . : 2018
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	702006	558808.13	80	2808024	2249376.49	80	.00	8424116	6174739.51	27
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	1447	2405.14	166	5788	10852.18	188	.00	17373	6520.82	63
12 **	REGULAR SALARIES & WAGES	703453	561213.27	80	2813812	2260228.67	80	.00	8441489	6181260.33	27
13-00	OTHER SALARIES & WAGES	44562	32353.11	73	178248	138042.83	77	.00	534767	396724.17	26
13 **	OTHER SALARIES & WAGES	44562	32353.11	73	178248	138042.83	77	.00	534767	396724.17	26
14-00	OVERTIME	36516	40450.59	111	146064	165745.59	114	.00	438244	272498.41	38
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	36516	40450.59	111	146064	165745.59	114	.00	438244	272498.41	38
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	1409	110.00	8	5636	15900.00	282	.00	16925	1025.00	94
20 **	CLOTHING/SHOE ALLOWANCE	1409	110.00	8	5636	15900.00	282	.00	16925	1025.00	94
21-00	FICA TAXES	58143	46392.60	80	232572	188620.84	81	.00	697754	509133.16	27
21 **	FICA TAXES	58143	46392.60	80	232572	188620.84	81	.00	697754	509133.16	27
22-00	RETIREMENT CONTRIBUTIONS	90226	53305.04	59	360904	215995.41	60	.00	1082743	866747.59	20
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	90226	53305.04	59	360904	215995.41	60	.00	1082743	866747.59	20
23-00	LIFE/HEALTH INSURANCE	190457	150491.83	79	761828	606878.25	80	.00	2285528	1678649.75	27
23-02	LIFE/HEALTH RETIREES	16545	15373.36	93	66180	45353.92	69	2412.00	198547	150781.08	24
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	207002	165865.19	80	828008	652232.17	79	2412.00	2484075	1829430.83	26
24-00	WORKER'S COMPENSATION	41291	34469.39	84	165164	150414.52	91	.00	495526	345111.48	30

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	41291	34469.39	84	165164	150414.52	91	.00	495526	345111.48	30
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	1664	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	1664	.00	0	.00	5000	5000.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	13200	10200.00	77	52800	40900.00	78	.00	158400	117500.00	26
27 **	CAFETERIA PLAN	13200	10200.00	77	52800	40900.00	78	.00	158400	117500.00	26
31-00	PROFESSIONAL SERVICES	153810	3056.00	2	610482	19489.81	3	136225.00	1840989	1685274.19	9
31-01	LEGAL EXPENSES	6208	.00	0	24832	5057.80	20	44942.20	74503	24503.00	67
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	500	.00	0	2000	.00	0	.00	6000	6000.00	0
31-33	EMPLOYEE HEALTH CENTER	10723	9730.03	91	42892	34736.65	81	93948.35	128685	.00	100
31 **	PROFESSIONAL SERVICES	171241	12786.03	8	680206	59284.26	9	275115.55	2050177	1715777.19	16
32-00	ACCOUNTING & AUDITING	3625	8750.00	241	14500	14750.00	102	28750.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	8750.00	241	14500	14750.00	102	28750.00	43500	.00	100
34-00	CONTRACT SERVICES	112311	31894.25	28	453294	76552.16	17	141413.24	1351801	1133835.60	16
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	461301	461302.00	100	1845204	1845208.00	100	.00	5535621	3690413.00	33
34 **	CONTRACT SERVICES	573612	493196.25	86	2298498	1921760.16	84	141413.24	6887422	4824248.60	30
39-00	CONTINGENCY	4882	.00	0	111084	.00	0	.00	150149	150149.00	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	4882	.00	0	111084	.00	0	.00	150149	150149.00	0
40-00	TRAVEL AND PER DIEM	2316	204.00	9	9264	196.10	2	.00	27815	27618.90	1
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	2316	204.00	9	9264	196.10	2	.00	27815	27618.90	1
41-00	COMMUNICATION	10645	3991.50	38	42580	31846.33	75	76425.31	127755	19483.36	85
41 **	COMMUNICATION	10645	3991.50	38	42580	31846.33	75	76425.31	127755	19483.36	85
42-00	FREIGHT & POSTAGE SERVICE	3063	1889.33	62	11980	6836.23	57	7740.44	36510	21933.33	40
42 **	FREIGHT & POSTAGE SERVICE	3063	1889.33	62	11980	6836.23	57	7740.44	36510	21933.33	40
43-00	ELECTRIC/WATER/SEWER	202161	138652.04	69	808644	476423.02	59	1931767.34	2425955	17764.64	99
43 **	ELECTRIC/WATER/SEWER	202161	138652.04	69	808644	476423.02	59	1931767.34	2425955	17764.64	99
44-00	RENTAL AND LEASES	2451	400.00	16	10613	4761.74	45	4068.26	30250	21420.00	29
44 **	RENTAL AND LEASES	2451	400.00	16	10613	4761.74	45	4068.26	30250	21420.00	29
45-00	INSURANCE	31417	.00	0	125668	191821.53	153	.00	377049	185227.47	51
45 **	INSURANCE	31417	.00	0	125668	191821.53	153	.00	377049	185227.47	51
46-00	REPAIRS & MAINTENANCE	615577	162918.53	27	2469051	1570511.20	64	1746210.91	7393686	4076963.89	45
46-02	REPAIR/MAINT BUILDING	20127	4366.19	22	80508	9459.00	12	3122.21	241534	228952.79	5
46-03	REPAIR/MAINT-VEHICLES	16913	14530.49	86	67652	26215.37	39	1688.47	202998	175094.16	14
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	652617	181815.21	28	2617211	1606185.57	61	1751021.59	7838218	4481010.84	43
47-00	PRINTING & BINDING	585	.00	0	2340	.00	0	33.00	7050	7017.00	1
47 **	PRINTING & BINDING	585	.00	0	2340	.00	0	33.00	7050	7017.00	1
48-00	PROMOTIONAL ACTIVITIES	1946	100.00	5	7224	2333.26	32	2387.60	22802	18081.14	21
48 **	PROMOTIONAL ACTIVITIES	1946	100.00	5	7224	2333.26	32	2387.60	22802	18081.14	21
49-00	OTHER CHARGES & OBLIG.	2950	2376.66	81	11800	11233.15	95	3000.00	35440	21206.85	40
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	3223.06-	22-	58332	22501.28-	39-	.00	175000	197501.28	13-
49-08	CASH OVER & UNDER	25	5.01	20	100	89.01	89	.00	300	210.99	30
49-09	DOCUMENT RECORDING CHGS	250	1420.00-	568-	1000	822.60-	82-	.00	3000	3822.60	27-

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	17808	2261.39-	13-	71232	12001.72-	17-	3000.00	213740	222741.72	4-
52-00	OPERATING SUPPLIES	53980	53322.67	99	210988	289762.00	137	116207.69	642856	236886.31	63
52-07	JANITORIAL SUPPLIES	852	757.01	89	3408	2667.18	78	.00	10240	7572.82	26
52-09	CHEMICALS	270406	42231.33	16	1081624	741294.55	69	1586843.14	3244883	916745.31	72
52-30	FUEL OIL & LUBRICANTS	24309	24788.71	102	97236	74782.86	77	57292.07	291755	159680.07	45
52-33	EMPLOYEE HEALTH CENTER	3357	4754.49	142	13428	14977.49	112	25313.51	40291	.00	100
52 **	OPERATING SUPPLIES	352904	125854.21	36	1406684	1123484.08	80	1785656.41	4230025	1320884.51	69
53-00	ROAD MATERIALS/SUPPLIES	3748	.00	0	14992	.00	0	35000.00	45000	10000.00	78
53 **	ROAD MATERIALS/SUPPLIES	3748	.00	0	14992	.00	0	35000.00	45000	10000.00	78
54-00	MEMBERSHIP/PUBLICATIONS	3156	203.00	6	12624	30951.00	245	.00	37905	6954.00	82
54 **	MEMBERSHIP/PUBLICATIONS	3156	203.00	6	12624	30951.00	245	.00	37905	6954.00	82
55-00	TRAINING	10588	825.00	8	42352	12539.00	30	13508.00	127082	101035.00	21
55-01	EDA PROGRAM	625	.00	0	2500	.00	0	.00	7500	7500.00	0
55 **	TRAINING	11213	825.00	7	44852	12539.00	28	13508.00	134582	108535.00	19
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	5416	.00	0	21664	.00	0	.00	65000	65000.00	0
62 **	BUILDINGS	5416	.00	0	21664	.00	0	.00	65000	65000.00	0
63-00	INFRASTRUCTURE	2604582	27008.85	1	10107220	586685.02	6	4423029.45	30943879	25934164.53	16
63 **	INFRASTRUCTURE	2604582	27008.85	1	10107220	586685.02	6	4423029.45	30943879	25934164.53	16
64-00	MACHINERY & EQUIPMENT	85272	2075.00	2	337808	350300.59	104	568431.35	1020013	101281.06	90

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64-15	IT HARDWARE	11084	.00	0	42944	102960.00	240	4175.87	131636	24500.13	81
64 **	MACHINERY & EQUIPMENT	96356	2075.00	2	380752	453260.59	119	572607.22	1151649	125781.19	89
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	63464	.00	0	215724	118763.64	55	578860.05	723448	25824.31	96
68 **	INTANGIBLE ASSETS	63464	.00	0	215724	118763.64	55	578860.05	723448	25824.31	96
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
82-00	AID TO PRIVATE ORGANIZAT	83	.00	0	332	.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	83	.00	0	332	.00	0	.00	1000	1000.00	0
91-01	TRANSFER TO GEN FUND 001	514307	513152.00	100	2056072	2052608.00	100	.00	6170543	4117935.00	33
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	722057	180400.00	25	2888228	772900.00	27	.00	8664686	7891786.00	9
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1236364	693552.00	56	4944300	2825508.00	57	.00	14835229	12009721.00	19
95-01	6% ILO FRANCHISE FEE	91694	91694.00	100	366776	366776.00	100	.00	1100328	733552.00	33
95 **	NONOPERATING	91694	91694.00	100	366776	366776.00	100	.00	1100328	733552.00	33
FUND 421	TOTAL ********* WATER/SEWER ENTERPRISE	7343567	2725094.22	37	29111836	13650243.84	47	11632795.46	87861360	62578320.70	29
GRAND	TOTAL *********	7343567	2725094.22	37	29111836	13650243.84	47	11632795.46	87861360	62578320.70	29

FY 2018 Budget by Classification Report - Summary Listing

Through 1/31/2018

Target for December is 33%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,426,915		$ 537,507.81	$ 889,407.19	38%
MISCELLANEOUS	$ 3,000		$ (879.36)	$ 3,879.36	-29%
OTHER SOURCES (NON-REVENUE)	$ 893,769		$ 76,782.25	$ 816,986.75	9%
REVENUE TOTALS	**$ 2,323,684**	**-**	**$ 613,410.70**	**$ 1,710,273.30**	**26%**
EXPENSE					
SALARIES AND BENEFITS	$ 654,985	$ -	$ 132,785.01	$ 522,199.99	20%
OPERATING EXPENDITURES	$ 420,219	$ 120,552.10	$ 46,343.82	$ 253,323.08	40%
CAPITAL OUTLAY	$ 1,238,885	$ 420,970.16	$ (12,687.06)	$ 830,601.90	33%
OTHER SOURCES (NON-REVENUE)	$ 9,595	$ -	$ -	$ 9,595.00	0%
EXPENSE TOTALS	**$ 2,323,684**	**$ 541,522.26**	**$ 166,441.77**	**$ 1,615,719.97**	**30%**
REVENUE TOTALS	**$ 2,323,684**	**$ -**	**$ 613,410.70**	**$ 1,710,273.30**	**26%**
EXPENSE TOTALS	**$ 2,323,684**	**$ 541,522.26**	**$ 166,441.77**	**$ 1,615,719.97**	**30%**
	$ -	**$ (541,522.26)**	**$ 446,968.93**		

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
39	10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50	01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
30	00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
39	05	NSF CHECKS	0	.00		0	.00		0	.00
91	00	STORMWATER FEES	118,909	141,150.99	119	475,636	537,507.81	113	1,426,915	889,407.19
91	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91	*	STORMWATER FEES	118,909	141,150.99	119	475,636	537,507.81	113	1,426,915	889,407.19
343	**	PHYSICAL ENVIRONMENT	118,909	141,150.99	119	475,636	537,507.81	113	1,426,915	889,407.19
340	***	CHARGES FOR SERVICES	118,909	141,150.99	119	475,636	537,507.81✓	113	1,426,915 ✓	889,407.19✓
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
10	00	INTEREST	250	55.57	22	1,000	225.82	23	3,000	2,774.18
10	10	SBA	0	.00		0	.00		0	.00
10	*	INTEREST	250	55.57	22	1,000	225.82	23	3,000	2,774.18
20	00	DIVIDENDS	0	.00		0	13.33		0	13.33-
38	00	NET INC/DEC-FMV INVESTMNT	0	.00		0	1,118.51-		0	1,118.51
361	**	INTEREST AND OTHR EARNING	250	55.57	22	1,000	879.36-	88	3,000	3,879.36
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365		SALES OF SURPLUS SCRAP								
00	00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365	**	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
365	SALES OF SURPLUS SCRAP								
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360 ***	MISCELLANEOUS REVENUES	250	55.57	22	1,000	879.36- ✓	88	3,000 ✓	3,879.36 ✓
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	21,782.25		0	76,782.25		0	76,782.25-
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	74,480	.00		297,920	.00		893,769	893,769.00
99 *	BALANCE FORWARD	74,480	.00		297,920	.00		893,769	893,769.00
389 **	NON OPERATING SOURCES	74,480	21,782.25	29	297,920	76,782.25	26	893,769	816,986.75
380 ***	OTHER SOURCES(NON-REV)	74,480	21,782.25	29	297,920	76,782.25 ✓	26	893,769 ✓	816,986.75 ✓
FUND TOTAL	STORMWATER UTILITY	193,639	162,988.81	84	774,556	613,410.70 ✓	79	2,323,684 ✓	1,710,273.30 ✓

REPORT SELECTIONS

Fiscal year . . . . . : 2018
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	30790	23668.01	77	123160	94833.91	77	.00	369490	274656.09	26
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	31.63	0	0	31.63	0	.00	0	31.63-	0
12 **	REGULAR SALARIES & WAGES	30790	23699.64	77	123160	94865.54	77	.00	369490	274624.46	26
13-00	OTHER SALARIES & WAGES	3553	3194.20	90	14212	12617.10	89	.00	42643	30025.90	30
13 **	OTHER SALARIES & WAGES	3553	3194.20	90	14212	12617.10	89	.00	42643	30025.90	30
14-00	OVERTIME	302	.00	0	1208	1941.33	161	.00	3631	1689.67	54
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	302	.00	0	1208	1941.33	161	.00	3631	1689.67	54
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	45	.00	0	180	550.00	306	.00	550	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	45	.00	0	180	550.00	306	.00	550	.00	100
21-00	FICA TAXES	2441	1829.67	75	9764	7510.51	77	.00	29297	21786.49	26
21 **	FICA TAXES	2441	1829.67	75	9764	7510.51	77	.00	29297	21786.49	26
22-00	RETIREMENT CONTRIBUTIONS	3108	2458.69	79	12432	9964.09	80	.00	37298	27333.91	27
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3108	2458.69	79	12432	9964.09	80	.00	37298	27333.91	27
23-00	LIFE/HEALTH INSURANCE	9271	7609.26	82	37084	30412.55	82	.00	111261	80848.45	27
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	9271	7609.26	82	37084	30412.55	82	.00	111261	80848.45	27
24-00	WORKER'S COMPENSATION	4387	4019.33	92	17548	16374.68	93	.00	52655	36280.32	31
24 **	WORKER'S COMPENSATION	4387	4019.33	92	17548	16374.68	93	.00	52655	36280.32	31

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	680	440.00	65	2720	1800.00	66	.00	8160	6360.00	22
27 **	CAFETERIA PLAN	680	440.00	65	2720	1800.00	66	.00	8160	6360.00	22
31-00	PROFESSIONAL SERVICES	9583	.00	0	38332	.00	0	101791.00	115000	13209.00	89
31-01	LEGAL EXPENSES	41	.00	0	164	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	400	363.99	91	1600	1299.44	81	3509.56	4809	.00	100
31 **	PROFESSIONAL SERVICES	10024	363.99	4	40096	1299.44	3	105300.56	120309	13709.00	89
34-00	CONTRACT SERVICES	416	.00	0	1664	.00	0	.00	5000	5000.00	0
34-10	COST OF GENERAL FUND SVCS	7632	7633.00	100	30528	30532.00	100	.00	91595	61063.00	33
34 **	CONTRACT SERVICES	8048	7633.00	95	32192	30532.00	95	.00	96595	66063.00	32
39-00	CONTINGENCY	2501	.00	0	10004	.00	0	.00	30015	30015.00	0
39 **	CONTINGENCY	2501	.00	0	10004	.00	0	.00	30015	30015.00	0
40-00	TRAVEL & PER DIEM	400	.00	0	1600	.00	0	.00	4800	4800.00	0
40 **	TRAVEL & PER DIEM	400	.00	0	1600	.00	0	.00	4800	4800.00	0
41-00	COMMUNICATION	200	.00	0	800	207.51	26	1292.49	2403	903.00	62
41 **	COMMUNICATION	200	.00	0	800	207.51	26	1292.49	2403	903.00	62
42-00	POSTAGE & FREIGHT	83	62.35	75	332	95.11	29	.00	1000	904.89	10
42 **	POSTAGE & FREIGHT	83	62.35	75	332	95.11	29	.00	1000	904.89	10
43-00	ELECTRIC/WATER/SEWER	1625	1243.48	77	6500	3633.57	56	14272.89	19500	1593.54	92
43 **	ELECTRIC/WATER/SEWER	1625	1243.48	77	6500	3633.57	56	14272.89	19500	1593.54	92
44-00	RENTALS AND LEASES	188	.00	0	835	.00	0	.00	2350	2350.00	0
44 **	RENTALS AND LEASES	188	.00	0	835	.00	0	.00	2350	2350.00	0
45-00	INSURANCE	625	.00	0	2500	3754.50	150	.00	7510	3755.50	50
45 **	INSURANCE	625	.00	0	2500	3754.50	150	.00	7510	3755.50	50

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00	REPAIRS & MAINTENANCE	3979	1290.97	32	15916	4323.76	27	1364.58	47750	42061.66	12
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	2352	2795.47	119	9408	5193.62	55	.00	28235	23041.38	18
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	6331	4086.44	65	25324	9517.38	38	1364.58	75985	65103.04	14
47-00	PRINTING & BINDING	83	.00	0	332	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	332	.00	0	.00	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	416	.00	0	1664	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	833	143.79-	17-	3332	685.51-	21-	.00	10000	10685.51	7-
49 **	OTHER CHARGES & OBLIG.	1249	143.79-	12-	4996	685.51-	14-	.00	15000	15685.51	5-
52-00	OPERATING SUPPLIES	1148	686.43	60	4592	6674.80	145	1061.60	13780	6043.60	56
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1913	2122.77	111	7652	8055.77	105	.00	22964	14908.23	35
52-33	EMPLOYEE HEALTH CENTER	125	177.85	142	500	560.23	112	947.77	1508	.00	100
52 **	OPERATING SUPPLIES	3186	2987.05	94	12744	15290.80	120	2009.37	38252	20951.83	45
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	83	.00	0	332	650.00	196	.00	1000	350.00	65
54 **	MEMBERSHIP/PUBLICATIONS	83	.00	0	332	650.00	196	.00	1000	350.00	65
55-00	TRAINING	375	.00	0	1500	350.00	23	.00	4500	4150.00	8
55 **	TRAINING	375	.00	0	1500	350.00	23	.00	4500	4150.00	8
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
63-00	INFRASTRUCTURE	90651	4194.00	5	362604	4299.06-	1-	335398.00	1087821	756722.06	30
63 **	INFRASTRUCTURE	90651	4194.00	5	362604	4299.06-	1-	335398.00	1087821	756722.06	30
64-00	MACHINERY & EQUIPMENT	12588	113563.16	902	50352	113563.16	226	.00	151064	37500.84	75
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	12588	113563.16	902	50352	113563.16	226	.00	151064	37500.84	75
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	806	.00	0	3141	.00	0	.00	9595	9595.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	806	.00	0	3141	.00	0	.00	9595	9595.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	193623	177240.47	92	774492	349944.70	45	459637.89	2323684	1514101.41	35
GRAND	TOTAL *********	193623	177240.47	92	774492	349944.70	45	459637.89	2323684	1514101.41	35

Legislation Details (With Text)

File #:	18-51	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/9/2018			**In control:**	City Council
On agenda:	2/27/2018			**Final action:**	
Title:	FY 2018 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	January FY 2018 EXPENSE Budget Tracking Worksheet.pdf January FY 2018 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 9, 2018
Agenda Date: February 27, 2018
Prepared By: Anthony Hagan / Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
FY 2018 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2018 thru January 31, 2018.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2018 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 1/31/2018

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
12/27/17	001-1000-511.52-00	(145)	COUNCIL D. BOISVERT UPGRD TO I-PHONE-6 & CASE		1002
	001-1000-511.41-00	145			
01/02/18	001-1000-511.52-00	(100)	PAY ANNUAL DUES FOR MAYOR FOR CIV/MILITARY COUNCIL		1058
	001-1000-511.54-00	100			
2	Budget Amendments/Transfers		Division 1000 Total	$0	
1103 - INFORMATION TECHNOLOGY					
11/14/17	001-1103-516.44-00	910	MOVE COST OF RICOH COPIER LEASE TO IT DIVISION		511
	001-1103-516.52-00	3,825			
	001-1103-516.44-00	8,896			
	001-1103-516.52-00	750	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-1103-516.52-00	1,251			
	001-1103-516.44-00	1,400			
	001-1103-516.44-00	1,917			
	001-1103-516.44-00	2,947			
	001-1103-516.44-00	4,311			
	001-1103-516.52-00	6,408			
	001-1103-516.44-00	7,209			
12/20/17	001-1103-516.64-15	(6,675)	COVER RENOVATION OF EOC CARRY OVER FROM FY17		962
	001-1103-516.64-00	6,675			
01/23/18	001-1103-516.44-00	(43,435)	COVER NEW PHONE SYSTEM FOR CITY - SHARETEL		1421
	001-1103-516.41-00	6,948			
	001-1103-516.46-00	33,318			
	001-1103-516.34-00	38,950			
	001-1103-516.52-00	131,724			
4	Budget Amendments/Transfers		Division 1103 Total	$207,329	
1500 - FINANCE GENERAL ACCOUNTNG					
11/06/17	001-1500-513.52-00	(250)	COVER COST OF ADVERTISMNT FOR INVEST MNGMT RFQ		382
	001-1500-513.49-02	250			
12/18/17	001-1500-513.49-00	2,682	COVER COST OF SECOND LGL AD FOR BUDGET IN NEWSPAPR		908

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2	Budget Amendments/Transfers		Division 1500 Total	$2,682	
1510 - FINANCE UTILITY ACCOUNTNG					
12/18/17	001-1510-536.52-00	(2,682)	COVER COST OF SECOND LGL AD FOR BUDGET IN NEWSPAPR		908
1	Budget Amendments/Transfers		Division 1510 Total	($2,682)	
1600 - GENERAL OPERATIONS					
11/14/17	001-1600-513.39-00	(90,440)	ADDTNL WATERFRONT HAZARDS FROM HURRICANE IRMA		513
01/23/18	001-1600-513.39-00	(167,505)	COVER NEW PHONE SYSTEM FOR CITY - SHARETEL		1421
	001-1600-513.39-00	(24,360)	FEDERAL LOBBYING SERVICES WERE NOT BUDGETED		1420
	001-1600-513.31-00	24,360			
3	Budget Amendments/Transfers		Division 1600 Total	($257,945)	
1601 - EMERGENCY/DISASTER SVS					
11/14/17	001-1601-525.34-00	90,440	ADDTNL WATERFRONT HAZARDS FROM HURRICANE IRMA		513
1	Budget Amendments/Transfers		Division 1601 Total	$90,440	
1801 - HUMAN RESOURCES					
01/31/18	001-1801-513.46-00	(82)	COVER THE COST OF TENURE BADGES FOR FY18		1496
	001-1801-513.47-00	82			
1	Budget Amendments/Transfers		Division 1801 Total	$0	
2100 - POLICE ADMIN/OPERATIONS					
10/10/17	001-2100-521.64-00	1,299	ACCEPT REV AND EXPNSE OF FLYABLE DRONE DONATN		102
11/01/17	001-2100-521.46-00	1,890	MOVE ALL RADAR REPAIRS & RECERTS IN SAME ACCOUNT		310
11/14/17	001-2100-521.44-00	(3,362)	ADD FNDS FOR BCKGRN INVST & CABLE / CELL PH BILLS		455
	001-2100-521.44-00	(1,760)			
	001-2100-521.41-00	1,122			
	001-2100-521.31-00	3,000			
	001-2100-521.52-00	(3,000)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-2100-521.44-00	(2,050)			
	001-2100-521.44-00	(2,010)			
	001-2100-521.52-00	(1,408)			
11/28/17	001-2100-521.44-00	(4,387)	TASER CARTRIDGES RECLASS TO OPERATING FROM LEASES		588
	001-2100-521.52-00	4,387			
12/15/17	001-2100-521.64-01	(23,464)	MOVE FUNDS INTO JAG GRANT PROJECT NUMBER		888
	001-2100-521.64-01	23,464			
01/31/18	001-2100-521.55-00	(2,000)	MOVE FUNDS FROM TRAINING TO TRAVEL AND PER DIEM		1496
	001-2100-521.40-00	2,000			
7	Budget Amendments/Transfers		Division 2100 Total	($6,279)	
2101 - POLICE COMMUNICATIONS					
11/01/17	001-2101-521.46-00	(1,890)	MOVE ALL RADAR REPAIRS & RECERTS IN SAME ACCOUNT		310

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/14/17	001-2101-521.44-00	(3,149)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-2101-521.52-00	(2,000)			
2	Budget Amendments/Transfers		Division 2101 Total	($7,039)	
2132 - CODE ENFORCEMENT					
11/14/17	001-2132-524.41-00	1,000	ADD FNDS FOR BCKGRN INVST & CABLE / CELL PH BILLS		455
	001-2132-524.44-00	(1,400)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-2132-524.52-00	(1,251)			
2	Budget Amendments/Transfers		Division 2132 Total	($1,651)	
2200 - FIRE ADMINISTRATION					
10/10/17	001-2200-522.64-00	27,518	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
10/27/17	001-2200-522.52-00	(41)	BUDGET TXFR INCREASE IN NFPA SUBSCRIPTION		269
	001-2200-522.54-00	41			
11/14/17	001-2200-522.44-00	(1,917)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
3	Budget Amendments/Transfers		Division 2200 Total	$25,601	
2201 - FIRE OPERATIONS					
12/15/17	001-2201-522.46-00	(467)	CORRECT BUDGET SHORTFALL DUE TO MISCALCULATION		890
	001-2201-522.64-00	467			
12/27/17	001-2201-522.64-00	(5,862)	BDGT TXFR LIFE PACK SERV AGREE FRM CAPITAL TO R&M		1004
	001-2201-522.46-00	5,862			
01/31/18	001-2201-522.64-00	149	MOVE SHIPPING TO CAPITAL FOR GAS DETECTOR		1496
	001-2201-522.52-00	(149)	MOVE SHIPPING TO CAPITAL FOR GAS DETECTOR INV		1496
4	Budget Amendments/Transfers		Division 2201 Total	$0	
3200 - ADMINISTRATION					
11/14/17	001-3200-515.44-00	(2,256)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
12/20/17	001-3200-515.49-00	(4,114)	CLOSING COSTS FOR ACQUSTN OF 1408 DONNA AVENUE		962
	001-3200-515.61-00	4,114			
2	Budget Amendments/Transfers		Division 3200 Total	($2,256)	
3205 - ECONOMIC DEVELOPMENT					
12/05/17	001-3205-559.49-05	(18,715)	NO FUNDS BUDGETED FOR PROJECT # CS17FA IN FY18		698
	001-3205-559.49-05	(5,600)			
	001-3205-559.49-05	5,600			
	001-3205-559.49-05	18,715			
12/18/17	001-3205-559.49-05	(18,715)	CORRECT BROWNSFIELDS PROJ NUMBER CHARGES		908
	001-3205-559.49-05	(13,350)			
	001-3205-559.49-05	(7,767)			
	001-3205-559.49-05	(7,063)			
	001-3205-559.49-05	(7,063)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/18/17	001-3205-559.49-05	(5,600)	CORRECT BROWNSFIELDS PROJ NUMBER CHARGES		908
	001-3205-559.49-05	5,600			
	001-3205-559.49-06	7,063			
	001-3205-559.49-06	7,063			
	001-3205-559.49-06	7,767			
	001-3205-559.49-06	13,350			
	001-3205-559.49-05	18,715			
01/31/18	001-3205-559.42-00	(20)	COVER TABLECLOTH RENTAL FOR COCOA JOB FAIR		1496
	001-3205-559.44-00	20			
3	Budget Amendments/Transfers			Division 3205 Total $0	
3290 - LEISURE SERVICES					
11/14/17	001-3290-574.24-00	646	ADD PART TIME FACILITIES ATTENDANT FOR LEE WENNER		512
	001-3290-574.22-00	878			
	001-3290-574.21-00	893			
	001-3290-574.13-00	11,669			
	001-3290-574.44-00	(2,055)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
2	Budget Amendments/Transfers			Division 3290 Total $12,031	
3500 - ADMINISTRATION					
11/14/17	001-3500-519.44-00	(907)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-3500-519.52-00	(500)			
1	Budget Amendments/Transfers			Division 3500 Total ($1,407)	
3520 - PARKS & BEAUTIFICATION					
10/31/17	001-3520-572.34-09	(5,000)	COVER MOWING SERVICES BETWEEN FY17 & FY18		288
	001-3520-572.14-00	5,000			
11/29/17	001-3520-572.34-09	(5,000)	COVER IN HOUSE MOWING SVC BETWEEN FISCAL YEARS		638
	001-3520-572.14-00	5,000			
12/05/17	001-3520-572.52-00	(2,490)	MOVE FROM OPER TO CAP FOR CHRISTMAS TREE PRCHSE		699
	001-3520-572.64-00	2,490			
12/12/17	001-3520-572.34-09	(35,000)	INMATE WORK SQUAD FROM FL DEPT OF CORRECTIONS		894
	001-3520-572.52-00	(14,866)			
	001-3520-572.34-00	49,866			
4	Budget Amendments/Transfers			Division 3520 Total $0	
3540 - PUBLIC WORKS- FLEET MAINT					
11/14/17	001-3540-519.44-00	(540)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-3540-519.52-00	(250)			
1	Budget Amendments/Transfers			Division 3540 Total ($790)	
3560 - FACILITY MANAGEMENT					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/10/17	001-3560-519.52-00	(45,914)	LEE WENNER PARK MAINT BUDGETED IN WRONG ACCT		70
	001-3560-519.46-02	45,914			
11/14/17	001-3560-519.12-00	(11,669)	ADD PART TIME FACILITIES ATTENDANT FOR LEE WENNER		512
	001-3560-519.21-00	(893)			
	001-3560-519.22-00	(878)			
	001-3560-519.24-00	(646)			
	001-3560-519.44-00	(1,500)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
3 Budget Amendments/Transfers			Division 3560 Total	($15,586)	
3580 - CAPITAL PROJECTS MNGMT					
10/25/17	001-3580-519.44-00	(300)	COMM ACCT NEEDS FNDS TO COVER CITY CELL PHONE		240
	001-3580-519.41-00	300			
1 Budget Amendments/Transfers			Division 3580 Total	$0	
49 Total Budget Amendments/Transfers			**GENERAL FUND**	**$42,448**	
3240 - HOUSING GRANTS					
12/05/17	105-3240-554.83-00	(2,605)	SHIP HOUSING COUNSELING FUNDS RECLASS TO ADMIN		699
	105-3240-554.34-00	2,605			
1 Budget Amendments/Transfers			Division 3240 Total	$0	
1 Total Budget Amendments/Transfers			**SHIP/COCOA HOUSING TRUST**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
11/30/17	110-3230-559.63-00	(12,706)	COVER DEMOLISHING & BLDNG PLAYGROUND IN LEE WENNER		646
	110-3230-559.31-00	12,706			
12/05/17	110-3230-559.39-00	(35,000)	COVER COSTS FOR DEVELPMNT OF 5 YR COCOA WTRFRNT PLN		699
	110-3230-559.31-00	35,000			
12/27/17	110-3230-559.52-00	(1)	BUDGET TXFR CRA PROF SRV ROUNDING ERROR CORRECT		1003
	110-3230-559.31-00	1			
01/23/18	110-3230-559.83-00	(27,910)	COVER LEE WENNER CONNECTR SHORTFALL OF FUNDS		1419
	110-3230-559.63-00	27,910			
4 Budget Amendments/Transfers			Division 3230 Total	$0	
4 Total Budget Amendments/Transfers			**REDEVELOPMENT AGENCY FUND**	**$0**	
3580 - CAPITAL PROJECTS MNGMT					
10/27/17	301-3580-519.62-00	(20,000)	TXFR TO COVER SHORTAGE FURN NOT BUDGETED 2017		267
	301-3580-519.64-00	3,630			
	301-3580-519.64-00	3,630			
	301-3580-519.64-00	12,740			
11/03/17	301-3580-519.62-00	(12,866)	COVER PURCHASE OF HVAC'S FOR FIRE STNS 2 & 3		364
	301-3580-519.62-00	(12,470)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/03/17	301-3580-519.64-00	12,470	COVER PURCHASE OF HVAC'S FOR FIRE STNS 2 & 3		364
	301-3580-519.64-00	12,866			
11/14/17	301-3580-519.62-00	15,000	COSTS FOR HEART OF COCOA MEETING ROOM		510
3 Budget Amendments/Transfers			Division 3580 Total	$15,000	
3 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$15,000**	
1515 - FIELD SERVICES					
10/10/17	421-1515-536.46-00	(11,870)	COVER PURCHASE OF TWO ADDTNL NEPTUNE RANGER		99
	421-1515-536.64-15	11,870			
01/17/18	421-1515-536.64-00	(338)	INSTALL KRONOS TIME CLOCK AT UTILITY COMPOUND		1294
	421-1515-536.46-00	338			
2 Budget Amendments/Transfers			Division 1515 Total	$0	
4010 - WATER ADMINISTRATION					
10/24/17	421-4010-536.31-00	(48,250)	FUND THE CENTRAL FL WATER INITIATIVE		219
	421-4010-536.31-00	48,250			
10/27/17	421-4010-536.39-00	(611,445)	TXFR FOR ER ASSESS/REPAIR SUBAQUE PIPES AG#17-464		272
	421-4010-536.31-01	(5,497)	TXFR JOINT FUNDING (USGS) H2O QLTY		271
	421-4010-536.34-00	5,497			
11/14/17	421-4010-536.44-00	(1,792)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	421-4010-581.91-01	3,700			
	421-4010-581.91-01	9,021			
11/22/17	421-4010-536.31-01	(50,000)	ASSOCIATE BUDGET WITH PROJECT # WS0919		558
	421-4010-536.31-01	50,000			
12/12/17	421-4010-536.39-00	(433,988)	EMRGNCY ASSES AND REPAIR OF SUB-AQUAEOUS PIPES		892
	421-4010-536.39-00	(23,792)	FY17 TO FY18 CONTINUATION OF WORK		893
	421-4010-536.31-00	23,792			
12/15/17	421-4010-536.34-00	(2,802)	PRCHSE CITY BRANDED WATER BOTTLES - 360 CASES		890
	421-4010-536.34-00	(1,360)			
	421-4010-536.42-00	1,360			
	421-4010-536.48-00	2,802			
8 Budget Amendments/Transfers			Division 4010 Total	1,034,504)	
4020 - DYAL PLANT					
11/14/17	421-4020-536.52-00	(3,000)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	421-4020-536.44-00	(1,704)			
12/12/17	421-4020-536.63-00	430,261	FY17 TO FY18 CONTINUATION OF WORK		889
01/09/18	421-4020-536.63-00	113,212	ALLOW CONT. OF WORK ON GROUNDWATER FILTER #6		1267
	421-4020-536.46-00	(255,000)	ALLOW CONTIN OF WORK ON GROUNDWATER FILTER #6		1268
	421-4020-536.63-00	255,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4	Budget Amendments/Transfers		Division 4020 Total	$538,769	
4025 - WATER FIELD OPERATIONS					
10/10/17	421-4025-536.64-00	201,490	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
10/27/17	421-4025-536.46-00	611,445	TXFR FOR ER ASSESS/REPAIR SUBAQUE PIPES AG#17-464		272
11/14/17	421-4025-536.44-00	(2,750)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	421-4025-536.52-00	(700)			
11/22/17	421-4025-536.46-00	(35,199)	FINALIZE SCHOOLHOUSE LANE WATER MAIN REPLACEMENT		559
	421-4025-536.63-00	35,199			
12/12/17	421-4025-536.46-00	433,988	EMRGNCY ASSES AND REPAIR OF SUB-AQUAEOUS PIPES		892
	421-4025-536.63-00	36,394	FY17 TO FY18 CONTINUATION OF WORK		889
01/23/18	421-4025-536.46-00	(10,368)	COVER NEW PHONE SYSTEM FOR CITY - SHARETEL		1421
	421-4025-536.52-00	10,368			
7	Budget Amendments/Transfers		Division 4025 Total	$1,279,867	
4055 - ENGINEERING					
11/03/17	421-4055-536.63-00	(49,440)	COVER DESIGN COSTS FOR SR 501 / CLRLKE - WS18UR		362
	421-4055-536.63-00	49,440			
12/12/17	421-4055-536.68-10	197,624	FY17 TO FY18 CONTINUATION OF WORK		889
	421-4055-536.63-00	319,360			
12/18/17	421-4055-536.63-00	(22,230)	FY17 TO FY18 CONTINUATION OF TWO WS PROJECTS		907
	421-4055-536.63-00	10,045			
	421-4055-536.63-00	12,185			
01/16/18	421-4055-536.68-10	(4,176)	PURCHSE TWO WORKSTATIONS FOR UTILITIES POSITIONS		1266
	421-4055-536.64-15	4,176			
4	Budget Amendments/Transfers		Division 4055 Total	$516,984	
4120 - WATER RECLAMATION					
11/14/17	421-4120-536.44-00	(2,100)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
12/12/17	421-4120-536.63-00	84,315	FY17 TO FY18 CONTINUATION OF WORK		889
	421-4120-536.46-00	(10,000)	MOVE FNDS TO OPERATING FOR SFTWARE LICNSE RENEW		891
	421-4120-536.52-00	10,000			
12/27/17	421-4120-536.34-00	(11,000)	BDGT TXFR MOW EQ SELLERS MOVE CONTRACT TO INHOUSE		1005
	421-4120-536.52-00	(883)			
	421-4120-536.64-00	11,883			
4	Budget Amendments/Transfers		Division 4120 Total	$82,215	
4125 - SEWER FIELD OPERATIONS					
11/03/17	421-4125-536.34-00	(11,200)	PURCHASE MOWER & TRAILER FOR LIFT STATION MAINT		364
	421-4125-536.64-00	11,200			
11/14/17	421-4125-536.44-00	(550)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/14/17	421-4125-536.52-00	(125)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
12/12/17	421-4125-536.63-00	55,518	FY17 TO FY18 CONTINUATION OF WORK		889
3 Budget Amendments/Transfers			Division 4125 Total	$54,843	
32 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$1,438,174**	
3570 - STORMWATER UTILITY					
10/27/17	423-3570-538.63-00	327,407	BUDGET ADJ RES#2017-114		270
11/14/17	423-3570-538.44-00	(910)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	423-3570-581.91-01	910			
12/18/17	423-3570-538.31-00	(80,000)	PROJECT # NOT BUDGETED IN FY18 BUDGET		870
	423-3570-538.31-00	80,000			
3 Budget Amendments/Transfers			Division 3570 Total	$327,407	
3 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$327,407**	

92 Transfers & Amendments between 10/1/2017 and 1/31/2018

FY 2017 TOTAL TRANSFERS & AMENDMENTS **1,823,029**

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: W:\Finance Administration\Budget Tracking Worksheets\FY 2018 - Budget Tracking Worksheets\FY 2018 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

FY 2018 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 1/31/2018

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/10/17	001-0000-366.10-09	1,299	ACCEPT REV AND EXPNSE OF FLYABLE DRONE DONATN		102
	001-0000-389.99-50	27,518	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
11/14/17	001-0000-381.91-23	910	MOVE COST OF RICOH COPIER LEASE TO IT DIVISION		511
	001-0000-381.91-21	12,721			
3 Budget Amendments/Transfers			Division 0000 Total	$42,448	
3 Total Budget Amendments/Transfers			**GENERAL FUND**	**$42,448**	
11/14/17	301-0000-389.99-50	15,000	COSTS FOR HEART OF COCOA MEETING ROOM		510
1 Budget Amendments/Transfers			Division 0000 Total	$15,000	
1 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$15,000**	
10/10/17	421-0000-389.99-50	201,490	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
12/12/17	421-0000-389.99-50	1,123,472	FY17 TO FY18 CONTINUATION OF WORK		889
01/09/18	421-0000-389.99-11	113,212	ALLOW CONT. OF WORK ON GROUNDWATER FILTER #6		1267
3 Budget Amendments/Transfers			Division 0000 Total	$1,438,174	
3 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$1,438,174**	
10/27/17	423-0000-389.99-50	327,407	BUDGET ADJ RES#2017-114		270
1 Budget Amendments/Transfers			Division 0000 Total	$327,407	
1 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$327,407**	

8 Transfers & Amendments between 10/1/2017 and 1/31/2018

FY 2017 TOTAL TRANSFERS & AMENDMENTS **1,823,029**

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: W:\Finance Administration\Budget Tracking Worksheets\FY 2018 - Budget Tracking Worksheets\FY 2018 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Page 1

Date: 2/9/2018

Legislation Details (With Text)

File #:	18-66	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/20/2018			**In control:**	City Council
On agenda:	2/27/2018			**Final action:**	
Title:	Resignation Letter from Mr. Lawrence Koss. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resignation Letter Feb 19 2017 LKoss.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 20, 2018
Agenda Date: February 27, 2018
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Resignation Letter from Mr. Lawrence Koss.

BACKGROUND:

At the Regular City Council meeting held on Tuesday, February 14, 2018, Lawrence Koss was appointed as a Regular member of the Planning & Zoning Board. Due to his appointment, he was required to resign from the U.S. 1 RDA, where he served as an Agency member.

The City Clerk received his official resignation on Monday, February 19, 2018, and it is attached for informational purposes.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:
Resignation letter from Mr. Lawrence Koss.

Lawrence L. Koss Jr.
2115 N. Indian River Dr.
Cocoa, FL 32922
2/19/2018

City of Cocoa
City Clerk
65 Stone Street
Cocoa, FL 32922

Dear City Clerk:

I hereby submit my resignation from the U.S. 1 Community Redevelopment Agency Vice-Chair and board member, effective immediately. I am grateful for having had the opportunity to serve on the board of this fine organization for the past several years, and I offer my best wishes for its continued success.

Sincerely,

Lawrence L. Koss Jr.