City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, February 23, 2016

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 16-46 Approve the Agenda for the Regular meeting of February 23, 2016, as presented or with amendments.

Attachments: 02-23-16.pdf

MINUTES:

II.2 16-47 Approve the Minutes for the Regular meeting of January 26, 2016, as written or with amendments.

Attachments: Minutes 01-26-16.pdf

Exhibit A-Sister City Presentation 001.pdf

Exhibit B-Poll conducted by D. Butterfield 001.pdf

III. AWARDS AND PRESENTATIONS:

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:

V.1 16-62 To Approve the First Amendment to Purchase Agreement with Atlantic Development of Cocoa, GUNNstruction, Inc., JoBear Contracting, Inc., and Maxwell Contracting, Inc. under RFQ-13-01-COC, Utilities General Construction Contractors effective February 12, 2016 through February 11, 2018

Attachments: Signed Amendment - Atlantic Dev.pdf
Signed Amendment - GUNNstruction, Inc..pdf
Signed Amendment - JoBear Contracting.pdf
Signed Amendment - Maxwell Contracting.pdf

VI. PUBLIC HEARINGS:

VI.1 16-59 Approve the second reading of Ordinance 02-2016 amending Chapter 2, Article XI, Special Events and Parades of the Code of Ordinances of the City of Cocoa. (Community Services Director)

Attachments: Ordinance 02-2016.pdf
CBD Zoning.pdf
Map M-II-2.pdf

VII. COUNCIL BUSINESS:

VII.1 16-43 Approve the appointment of Barbara S. Kinsey as a Regular member of the Utilities Advisory Board through November, 2017. (Administrative Services Director)

Attachments: B. Kinsey Board Application.pdf
Utilities Advisory Board Roster.pdf
B. Kinsey Consideration letter.pdf

VII.2 16-50 Approve the requested street closures in association with the proposed Special Event for the St. Marks 5K Race. (Community Services Director)

Attachments: St Marks 5K.pdf

VII.3 16-56 Approve the requested street closures in association with the proposed Special Event for the HCVA Spring Fine Arts and Craft Fair March 5-6, 2016. (Community Services Director)

Attachments: Art and Craft Fair Street Closure.pdf

VII.4 16-61 Consideration of a Code Enforcement Lien Reduction for the property located at 202 N. Fiske Blvd., CE 15-092, owners Marlene & Lorenzo Toney. (Community Services Director)

Attachments: Lien Reduction Application CE 15-092.pdf

VIII. CITY BUSINESS:

VIII.1 16-18 Review of FY2015 estimate of Health Center impact on the City's medical plan. (Administrative Services Director)

VIII.2 16-44 Council approval to make the necessary changes to the Resolutions created in the previous agendas for the Fire Department Projects to correct the station number, project number and contingency amount for change orders. (Public Works Director)

Attachments: Fire Station Headquarters-Admin. revised resolution.pdf
Satellite Fire Station 1 revised resolution.pdf
Satellite Fire Station 2 revised resolution.pdf

VIII.3 16-48 Authorize the City Manager to finalize the modified Equal Employment Opportunity Plan and authorize the City Manager or designee to execute the EEO Certification letters to the Office of Civil Rights for submittal along with the Equal Employment Opportunity Plan. (Administrative Services)

Attachments: EEOP 2015 - final.pdf

VIII.4 16-63 Approve the three-year contract between the City of Cocoa and the Laborers' International Union of North America (LIUNA) Local 678 Union for the contract term October 1, 2015 to September 30, 2018. (Administrative Services Director)

Attachments: Summary of Changes.pdf
LIUNA Contract 10-1-15 to 9-30-18.pdf
PROPOSED REVISED LIUNA Contract 10-1-15 to 9-30-18 (020116).pdf

VIII.5 16-64 To provide approval for the City to apply for the Victims of Crime Act (VOCA) Grant in the amount of $76,895, of which $15,379 is match requirement in the application in order to provide victim advocate services to crime victims. (Chief of Police)

Attachments: VOCA Internal Application
Job Analysis.pdf
VOCA Match Budget Breakdown.pdf

VIII.6 16-65 Approve a resolution supporting the recommended build alternative for the proposed improvements of Clearlake Road (State Road 501). (Public Works Director)

Attachments: SR 501 Clearlake Road Resolution 2.23.16.docx

MULTI-YEAR CONTRACTS:

IX. INFORMATIONAL AGENDA:

IX.1 16-39 Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 01/31/2016.

Attachments: PO Monthy Report to City Council 10.01.15 thru 01.31.16.pdf

IX.2 16-49 Review The Employee Health Center usage report provided by CareATC. (Administrative Services Director)

Attachments: Cocoa Year over Year Dashboard January 2016.pdf

IX.3 16-52 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 Classification Report.pdf

IX.4 16-53 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 Order Authorizations.pdf

IX.5 16-54 FY 2016 Budget Adjustment Report. (Finance Director)

Attachments: January 2016 EXPENSE Budget Tracking.pdf
January 2016 REVENUE Budget Tracking.pdf

IX.6 16-55 New local business tax receipts. (Community Services Director)

Attachments: 2-23-16 New local business tax receipts.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.

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Legislation Details (With Text)

File #:	16-46	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	2/8/2016			**In control:**	City Council
On agenda:	2/23/2016			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of February 23, 2016, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02-23-16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 8, 2016
Agenda Date: February 23, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of February 23, 2016, as presented or with amendments.

BACKGROUND:

The City Council approves the agenda for all of its 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 23, 2016, as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: February 23, 2016	**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 23, 2016 (16-46)
2. Minutes: Regular Meeting of January 26, 2016 (16-47)

III. AWARDS AND PRESENTATIONS:

None.

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.

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V. CONSENT AGENDA:

1. Approve the First Amendments to Purchase Agreements with Atlantic Development of Cocoa, GUNNstruction, Inc., JoBear Contracting, Inc., and Maxwell Contracting, Inc. under RFQ 13-01-COC, Utilities General Construction Contractors effective February 12, 2016 through February 11, 2018. (16-62). (Utilities Director)

VI. PUBLIC HEARINGS:

1. Ordinance No. 02-2016/ 2nd and Final Reading: Amending Chapter 2, Article XI, Special Events and Parades of the Code of Ordinances of the City of Cocoa. (16-59). (Community Services Director)

VII. COUNCIL BUSINESS:

1. Approve the appointment of Barbara S. Kinsey as a Regular member of the Utilities Advisory Board through November, 2017. (16-43). (Administrative Services Director)

2. Approve the requested street closures in association with the proposed Special Event for the St. Marks 5K Race. (16-50). (Community Services Director)

3. Approve the requested street closures in association with the proposed Special Event for the HCVA Spring Fine Arts and Craft Fair, March 5-6, 2016. (16-56). (Community Services Director)

4. Consideration of a Code Enforcement Lien Reduction for the property located at 202 N. Fiske Blvd., CE 15-092, owners Marlene & Lorenzo Toney. (16-61). (Community Services Director)

VIII. CITY BUSINESS:

1. Review of FY2015 estimate of Health Center impact on the City's medical plan. (16-18). (Administrative Services Director)

2. Approval to make the necessary changes to the Resolutions created in previous agendas for the Fire Department Projects to correct the Station Number, Project Number, and Contingency Amount for change orders. (16-44). (Public Works Director)

3. Authorize the City Manager to finalize the modified Equal Employment Opportunity Plan and authorize the City Manager or designee to execute the EEO Certification letters to the Office of Civil Rights for submittal along with the Equal Employment Opportunity Plan. (16-48). (Administrative Services Director)

4. Approve the three-year contract between the City of Cocoa and the Laborers' International Union of North America (LIUNA) Local 678 Union for the contract term October 1, 2015 to September 30, 2018. (16-63). (Administrative Services Director)

5. Approval for the City to apply for the Victims of Crime Act (VOCA) Grant in the amount of $76,895, of which $15,379 is the match requirement in the application in order to provide victim advocate services to crime victims. (16-64). (Chief of Police)

6. Approve a Resolution supporting the recommended build alternative for the proposed improvements of Clearlake Road (SR 501). (16-65) (Public Works Director)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $25,000 and under $50,000 for the period 10/01/2015 to 01/31/2016. (16-39). (Finance Director)

2. Review of the Employee Health Center usage report provided by CareATC. (16-49). (Administrative Services Director)

3. Relation between the estimated and actual income and expenses to date. (16-52). (Finance Director)

4. 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. (16-53). (Finance Director)

5. FY 2016 Budget Adjustment Report. (16-54). (Finance Director)

6. New Local Business Tax Receipts. (16-55). (Community 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 #:	16-47	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	2/8/2016			**In control:**	City Council
On agenda:	2/23/2016			**Final action:**	
Title:	Approve the Minutes for the Regular meeting of January 26, 2016, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Minutes 01-26-16.pdf Exhibit A-Sister City Presentation 001.pdf Exhibit B-Poll conducted by D. Butterfield 001.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 8, 2016
Agenda Date: February 23, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular meeting of January 26, 2016, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council approves the Minutes of all its meetings following transcription.

RECOMMENDED MOTION:

Approve the Minutes for the Regular meeting of January 26, 2016, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

JANUARY 26, 2016

A Regular meeting of the Cocoa City Council was held on Tuesday, January 26, 2016, in City Council Chambers, Cocoa City Hall, 65 Stone Street, Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:01 p.m.

Councilman Blake provided the invocation and Mayor Parrish led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Henry U. Parrish III	Mayor
	Don Boisvert	Deputy Mayor
	Michael C. Blake	Councilman
	Tyler Furbish	Councilman
	Brenda Warner	Councilwoman
	Anthony Garganese	City Attorney (attended via phone)
	Matthew Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk
ABSENT:	John Titkanich	City Manager

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Steve Belden, Community Services Director; Ed Wegerif, Public Works Director; Teri Butler, Finance Director; Michael Cantaloupe, Chief of Police; Gene Prince, Fire Chief; Robert Steele, IT Manager; and Chris Perry, Desktop Support Specialist.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of January 26, 2016 (16-19)
2. Minutes: NA

* **MOTION by Councilwoman Warner; Seconded by Councilman Blake, to approve the Agenda for the regular meeting of January 26, 2016.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

Kathy Mardirosian, 3702 Windsor Drive, Cocoa, and representing the Sister City Program, provided a presentation[1] to Council. The presentation covered events through the fall of 2015 and highlighted their two major events. The 6th Annual Golf Tournament was held at Suntree Country Club and the 5th Annual Art and Writing Showcase was held at the Cocoa Civic Center. Both events were the best they had ever had. She thanked Council for their support and looked forward to another great year.

Clark Dowling, 570 Venetian Way, Merritt Island, spoke about his water bill. He mentioned that he rented property from Mr. Perrone in September/October of last year for 7 weeks. He received a $2300 water bill and was asking Council to lower the bill. Mr. Perrone advised that there were about 20 units in the complex he was renting from, and Mr. Dowling rented two suites. Each suite has an individual water heater along with one toilet and one sink. He stated that suite 23 had a bill in the $50 range, yet Suite 24's bill was $2300.

Mr. Perrone stated that as soon as he found out about the bill, he had Mr. Dowling go to Home Depot to buy the tool to turn off his water. A plumber came and noticed that the meter was spinning rapidly but there was no water anywhere. The sink and toilet were replumbed and to this day they have no idea where the water went, and it was almost 200,000 gallons.

[1] EXHIBIT A: Sister City Presentation

Mayor Parrish asked if the City was notified and asked Ms. Butler if there was an automatic shut off on the meter.

In response, Ms. Butler stated no, and that Assistant City Manager Fuhrer had many meetings with Ms. Howell about this situation.

Assistant City Manager Fuhrer expounded on the situation, noting that the reading from October 7, 2015 was 110,000 gallons of water consumption. A flag was put on the account (although not in the policy this is done as a courtesy). A field services employee was sent out, but it took about five days for them to get there. The employee verified that the meter was not moving at that time, and at that time there was some difficulty in communicating with Mr. Dowling. Mr. Fuhrer felt that if the employee would have gone around to the front door instead of knocking on the back door in order to speak with Mr. Dowling it would have been better.

In addition, Suite #24's bill was $3,062.32 for October and November. This includes both city water and county sewer. The City looked at the unique situation of it being a temporary business and compared it with the adjacent suite which consumed about 1,000 gallons per month. A credit was applied which would bring the bill down to $600, and the City reached out to the County's Finance Director and staff after the county denied a high consumption credit.

The County offered two options and Mr. Dowling decided to take his chances with Council. Staff suggested that he take the county up on their option. One option would be to provide the repair work if there was indeed a leak, and it was determined that water did not go down into the sewer, than the credit would be based off of that. It could be a substantial sewer credit.

Mr. Perrone reiterated that he had replumbed the suite and found nothing at all as far as leaks or water.

Councilman Furbish believed the meter should be removed and tested to ensure nothing was wrong with it.

Assistant City Manager Fuhrer noted that the data was checked at the meter installation, and the old one was removed due to a broken lens. The new one was installed in 2012. The County offered a short timeline for Mr. Dowling's decision, which was about 60 days and reiterated that he advised taking them up on their offer. The City did offer to have the meter tested, which was usually a

$50 service fee. If the results came back inaccurate then staff would meet with them again.

Mr. Perrone did not understand the formula and did not think it made sense.

Councilman Blake thought the Assistant City Manager and Ms. Howell could meet with him in order to resolve and if not come back and present an item to Council.

Mr. Perrone pointed out that the Assistant City Manager had been amazing in helping them and that Mr. Dowling was not opposed to paying what he paid for the suite next door.

Councilwoman Warner thought Mr. Perrone and Mr. Dowling could deal with the County issue, and Mr. Fuhrer could put together an agenda item, providing Council with a brief history of the issue, then if action needed to be taken a decision could be made and voted on.

Mr. Walsh commented on the situation and provided his thoughts as to where the water may have gone. He explained that Florida is a peninsula, primarily made of sand; therefore, you can use tens of thousands gallons of water and not see a puddle. If you look at the breakdowns it works out to 2 ½ gallons per minute.

Councilman Furbish asked if it could be a running toilet, and in response, Mr. Walsh stated yes, and provided an example noting that a ¾ quarter inch line could deliver 10-15 gallons a minute.

Mr. Perrone agreed but noted if it had just been a bad flapper or toilet he would have gone that route. Mr. Walsh stated it could have been a service line, but cautioned Council as there was policy and if changed for one it would have to be changed for everyone. The problem is usually on the customer's side.

Ms. Butler agreed that they would look at the water meter and the Assistant City Manager could make the decision on the $50 charge. However, she needed to review the bond covenants as they may limit credits for water usage.

Mr. Perrone felt that Cocoa should help its citizens and that was not a bad thing to help people. This was an extreme.

Lawrence Sinclair, 1052 Mitchell St., Cocoa, provided an update on Broadmoor Acres. There would be a sports equipment sale on February 13th or 14th, in which they have a lot of great baseball and sports memorabilia to sell. The funds raised from this sale would be used for a Broadmoor Acres BBQ and for the installation of LED lighting around the neighborhood. He agreed with Mr. Perrone that Mr. Fuhrer had done an exceptional job while working with him and a citizen. He felt all should be fair, not just on one side of the tracks. He thanked Chief Cantaloupe for police response to a call and felt that the City should go out for bid for waste services.

Bernice Cox, 701 Aurora St., a Cocoa resident, thanked City officials and Councilman Blake for visiting a resident on Lemon Street. She spoke about the need for brighter street lights on South Kentucky, South Carolina, and South Georgia Avenue, north of Holmes Street. She requested that brighter lights be installed in the area of Jackson Street and Holmes Street in order to provide more lighting to the three streets mentioned.

Bob Socks, 2171 Winston Drive, Cocoa, Florida, spoke about the Park-N-Go at the Shoppes of Cocoa North. He spoke about Cape Canaveral and the challenges they ran into with Homewood Suites, but pointed out that with the struggles it had brought great success for the city. He challenged Council to approve the Park-N-Go. He stated rush hour would not be affected and wished someone would reach out to the interested party.

Dawn Butterfield, 2711 Clearlake Road, owner of West Cocoa Pharmacy, thanked all Council members that she had reached out to, noting she had not been able to communicate with Councilman Blake. She advised of a poll that she had taken from customers in previous days and provided each member of Council with the survey.[2] She mentioned that she explained the situation with the Home Depot parking lot. Almost all were favorable to the idea of a Park-N-Go. She spoke in detail about the benefits that her and other businesses would receive if this was approved and hoped that they would reconsider the situation.

She noticed that she, along with others that live in that part of Cocoa, Canaveral Groves, and Port St. John, have minimal home owner's association fees, and they like to do things their own way and like differences. They do not care for the cookie cutter neighborhoods, with homeowner's association fees and other stipulations. However, some do, such as the City Manager who chooses to live in Viera.

[2] EXHIBIT B: Poll from Dawn Butterfield

She hoped that Council would change the interpretation to allow this to go forward. She would love to see Park-N-Go's picture on the Economic Development flyer next year.

Councilman Furbish pointed out that Council did not have the power to overrule the Planning & Zoning Board. Council can change the rules but that takes a while and nothing could be done tonight.

Ms. Butterfield advised that from what she understands, if Council served as representatives to the people, and staff was directed by Council, then Council could direct staff to work with this business. If the vote was 50/50, she did not understand why staff could not go on the better side and work something out. Everything was originally planned for in the Code but those things can be changed, and she would hope that Council could re-direct staff to look into that. Future zoning issues cannot be predicted.

Councilwoman Warner advised that this was why there was a Board of Adjustment.

Assistant City Manager Fuhrer asked if the City Attorney could provide context to this situation.

City Attorney Garganese advised that the Park-N-Go application was considered by the Community Services Director and the decision which was made was appealed to the Planning and Zoning Board. His decision was made based on the rules in the Code. The Planning and Zoning Board had a quasi-judicial hearing where they considered the application, the interpretation, and all of the evidence and testimony presented. They have issued an order upholding the Community Services Director's interpretation. At this point, that interpretation stands subject to appeal in the Circuit Court. Council is not in a position legally to interject its interpretation to this application. The only thing Council could do, if it wanted to, was to change the rules, by modifying the zoning ordinances that impact this particular application.

Assistant City Manager Fuhrer pointed out that the City received an inquiry from an alternate party for another use just today.

Councilwoman Warner asked if there was an option to go to Board of Adjustment to ask for a variance on the Code.

City Attorney Garganese replied and noted that the Board of Adjustment did not have the authority to change the Planning & Zoning Board's decision which is how the Code was written.

Councilwoman Warner asked for clarification on if they could ask for a variance from the Board of Adjustment. Mr. Belden replied no, and City Attorney Garganese stated that the requested use was not subject to a conditional use/special exception.

Brad Whitmore, 351 Rockledge Drive, representing HCVA and Bobby's Parkside, presented an idea to Council about making Cocoa a more dog friendly place. He believes that there should be a dog park in the village, preferably within walking distance to stores. He further presented an idea about a marketing item for Cocoa, possibly a t-shirt marketing the water tower with the saying "We're Number 1, Tanks A lot!"

V. CONSENT AGENDA:

1. Approve Task Order 2016-38 with CDM Smith, Inc., for Gravity Sewer Replacement and Point Repairs. (15-602). (Utilities Director)

2. Approve the Execution of a Continuing Services Agreement with CH2M Hill Engineers, Inc. for RFQ-15-24-COC,Engineering Services for Design, Permitting, and Services during Construction for the Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements. (16-7). (Utilities Director)

3. Approve Participation in a Cooperative Purchasing Agreement with Graybar Electric, Inc., of Orlando, Florida, for the purpose of purchasing and installing lighting fixture upgrades at the Dyal Water Treatment Plant utilizing the U.S. Communities Contract No. MA-IS-1340234-4, effective April 1, 2013 through March 31, 2016. (16-12). (Utilities Director)

4. Authorize the City Manager to execute the Florida Department of Transportation Complete Street Local Agency Program Funding Agreement for the Florida Avenue Complete Street Construction Project. (16-17). (Community Services Director)

5. Approve a Municipal Services Agreement (Pilot Offender Re-Entry Program) with Alternative Behavior Services, Inc. for grounds maintenance in City maintained

Right-Of-Way and authorize the City Manager to sign the agreement and other necessary documents. (16-21). (City Manager)

* **MOTION by Councilman Blake; Seconded by Councilwoman Warner, to approve the Consent agenda.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

None.

VIII. CITY BUSINESS:

None.

MULTI-YEAR CONTRACTS:

1. Approve a Resolution waiving the competitive bidding process by reason of sole source for New World Systems; approve a Multi-Year Premier Software Maintenance Agreement; and authorize the City Manager to approve and sign the license agreement. (15-456). (Assistant City Manager)

Assistant City Manager Fuhrer explained this item, pointing out that after submittal of the agenda item, it was discovered that the legal terms of the agreement were in regards to the prior agreement. An updated agreement had been requested and at this time, staff was requesting approval of the business points, product and technology, along with terms and conditions subject to the City Attorney's review within the week. Staff was provided an estimated timeline of receipt within the week of the updated terms and conditions.

Councilman Blake asked if this was in regards to the phone service. Both he and Mayor Parrish advised there was a delay and if they were experiencing this than customers were also.

In regards to their concerns, Assistant City Manager Fuhrer advised that this was a separate issue regarding police and fire dispatch software. However, the City Manager had signed a contract for the phone system to run through a dedicated communication line and that would be implemented within the week hopefully.

* **MOTION by Councilman Blake; Seconded by Councilwoman Warner, to approve the item subject to the negotiations of the terms and conditions.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $25,000 and under $50,000 for the period of 10/01/2015 to 12/31/2015. (16-1). (Finance Director)

2. Relation between the Estimated and Actual income and expenses to date. (16-8). (Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (16-9). (Finance Director)

4. FY 2016 Budget Adjustment Report. (16-11). (Finance Director)

5. New Local Business Tax Receipts. (16-13). (Community Services Director)

6. Employee Health Center usage report provided by CareATC. (16-16). (Administrative Services Director)

7. Inventory of City facilities and parks available for naming purposes. (16-22). (City Manager)

X. REPORTS:

Mr. Wegerif provided an update on the US 1 project. He advised they had switched sides of the road and there would be a meeting held tomorrow to discuss landscape and streetscaping items that the City would be involved with. The

official completion date is February 26th, however, he suggested to add a few months for the total completion. The project began March 18, 2013.

In addition, Mr. Wegerif mentioned that he received a report that the intersection of SR 520 and Friday Road had been modified to a right in/right out intersection. FDOT was aware that a signal was needed, but due to lack of funding they have changed it to the right in/right out for now.

Mayor Parrish spoke about the Peachtree Project and where it intersects with Lake Drive and the need for lighting in that area. Mr. Wegerif advised that the county was aware of it and the county listens. Mayor Parrish pointed out that Commissioner Barfield wanted it done also.

Mr. Belden provided an update on the mangrove permit for Lee Wenner Park. The permit was issued on Friday and almost everything that was requested was permitted. The next step was to go out for bids.

Mayor Parrish believed because it was such a huge entrance that it all should be removed. In response, Mr. Belden pointed out that the permit was very specific on what can and cannot be done.

Councilman Blake asked about lighting in that area. Mr. Belden advised that depended on the future ownership of the park. Council all agreed that just the removal of the bushes would help tremendously.

Mayor Parrish questioned the ownership of the park. In response, Assistant City Manager Fuhrer stated that the City's legal team was in the process of drafting an agreement.

Mr. Walsh stated that he had been working on a presentation summarizing all of the Utility projects for Council's viewing. He hoped to have it completed soon and would bring it to a regular meeting or special meeting if they wished.

Mr. Walsh advised that he would be speaking at an upcoming Water Summit next week to leaders in Brevard County. He was looking forward to speaking on the City's behalf.

City Manager Fuhrer noted that Mardi Gras was approaching on February 20th and Council had been offered a position in the parade. He assured Council that the fire truck would be prepped and ready for the event.

Furthermore, he added that in the agenda packet was an inventory of parks and facilities available for naming and Council could provide feedback on the list.

Lastly, Assistant City Manager Fuhrer congratulated the City Manager and family on the birth of his daughter, Charlotte. Everyone was healthy and at home.

Councilwoman Warner congratulated the City Manager, pointing out that Charlotte was beautiful.

Councilwoman Warner asked Mr. Walsh to speak a little bit about the City's water system, assuring citizens that what had happened in Flint, Michigan would not happen here.

Mr. Walsh explained that the problem in Flint, Michigan comes from failures in many areas. It all really comes down to the fact that they chose not to treat their system. He mentioned as part of the requirements that Cocoa has to maintain, lab workers go out to customer's homes with lead piping and take samples on a routine basis. There are typically no problems and Mr. Walsh explained how Cocoa's water runs at a higher PH. The way our water calcifies at a higher rate in turn, creates a safer zone for water to flow to our customers.

Councilman Furbish pointed out the many job openings that the City had. Ms. Gemmati spoke in regards to the openings and noted that Mr. Cail was doing recruitment at some of the local job boards. They were hoping to bring more veterans on board. She further reminded all that there was a computer in the lobby of City Hall in case some needed help or did not have the use of a computer at home for filling out job applications.

Councilman Furbish mentioned the dead animals on city streets, advising that the county does not pick them up unless they are domestic animals. He thanked Mr. Wegerif and Ms. Dingman for getting one picked up recently, but was concerned with the diseases that they might carry. He asked staff to look into this issue.

Councilman Blake asked if waste collection would do it and maybe that was a possible negotiation tool.

In closing he reminded all to buy local.

Councilman Blake welcomed back Deputy Mayor Boisvert.

He spoke of his opportunity to meet the new 45th Space Wing Commander at the last CivMil meeting and mentioned other awards presented at that meeting.

Councilman Blake thanked Assistant City Manager Fuhrer for addressing the telephone issues and expressed condolences for the family of Jerry Lott, a former coach who served the community well.

Councilman Blake asked Mr. Wegerif about the progress of Peachtree Street. Mr. Wegerif noted they were laying pipe on Fiske Blvd. and would be wrapping up the project within the next month or so.

Discussion was held about the demolished building at the empty lot west of King Street Baptist Church. Mr. Belden noted that the building would be very attractive and explained that the main entrance would be in the rear of the building, as you would enter on Varr Street off of Ohio St.

Councilman Blake's concern was with the traffic light and the increased volume of traffic. He asked that Mr. Belden and the Assistant City Manager look into that situation as well as Blake Street and SR 520.

Lastly, he asked if there would be a modification in the Florida Avenue area. In response, Mr. Wegerif noted that the LAP agreement was approved tonight under the Consent agenda and they would be going out to bid in February.

In closing, Councilman Blake thanked Councilman Furbish for walking through his district and to buy local, spend local, and keep it local.

Mayor Parrish spoke about the Martin Luther King Day march and advised it was a great day.

He spoke of his attendance at the Christ Central Church on Michigan and US 1 and their Community Counts event. There were 35 total homes that were renovated, cleaned up, painted, yards cleaned etc., with 19 being in Cocoa.

Mayor Parrish attended a progressive dinner hosted by Lorraine and Lawrence Koss for an Indian River Lagoon benefit on Saturday. He noted it was $100 per person and there were approximately 30 people in attendance. All of the funds would be donated to the Marine Resources Council.

In closing, Mayor Parrish advised that Ms. Senger was doing a community survey and some nasty comments had been received. He assured all that the City was working on its interior and other improvements. The theme of the village will soon be throughout the City. We are the best city in the county.

XI. ADJOURNMENT.

*** MOTION by Councilman Boisvert; Seconded by Councilwoman Warner, to adjourn the regular meeting of January 26, 2016.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:26 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

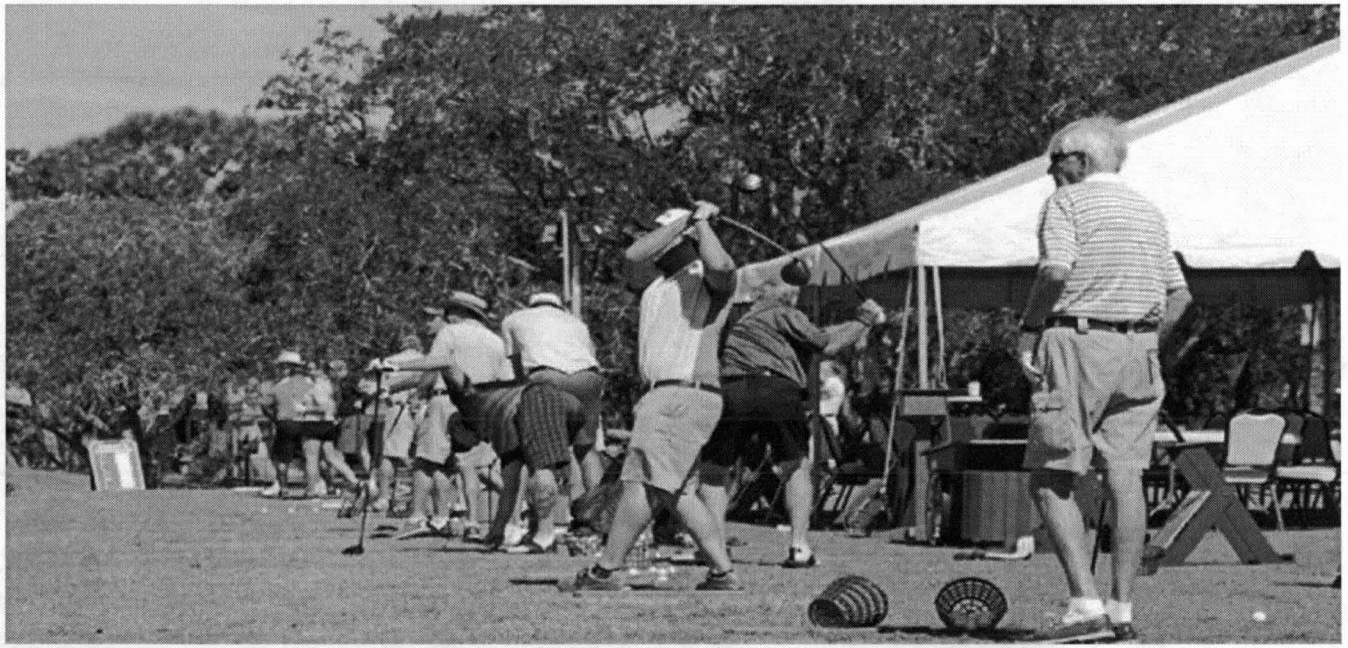
EXHIBIT A: Sister City Presentation

6th Annual Golf Tournament

Suntree Country Club



90 Golfers



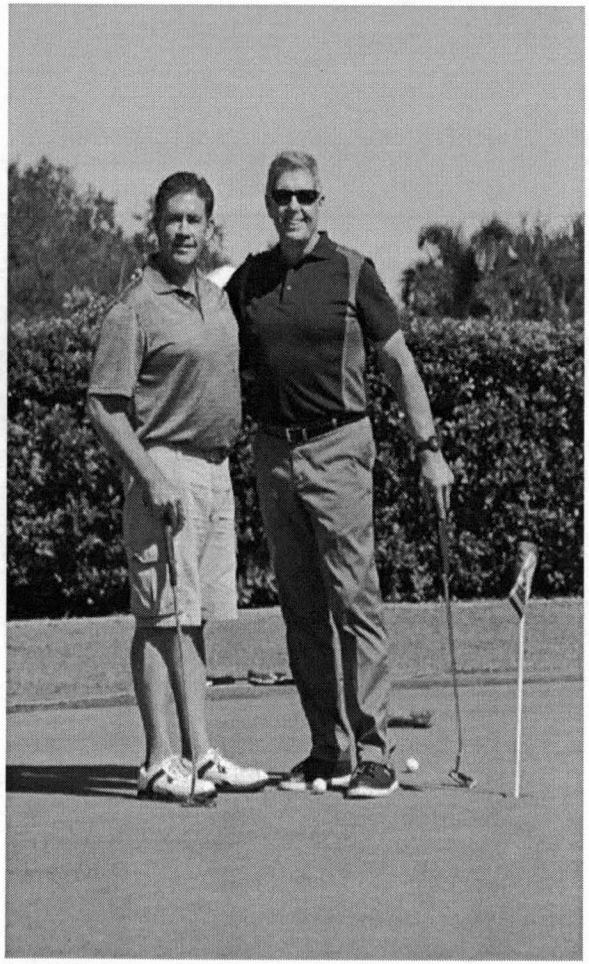


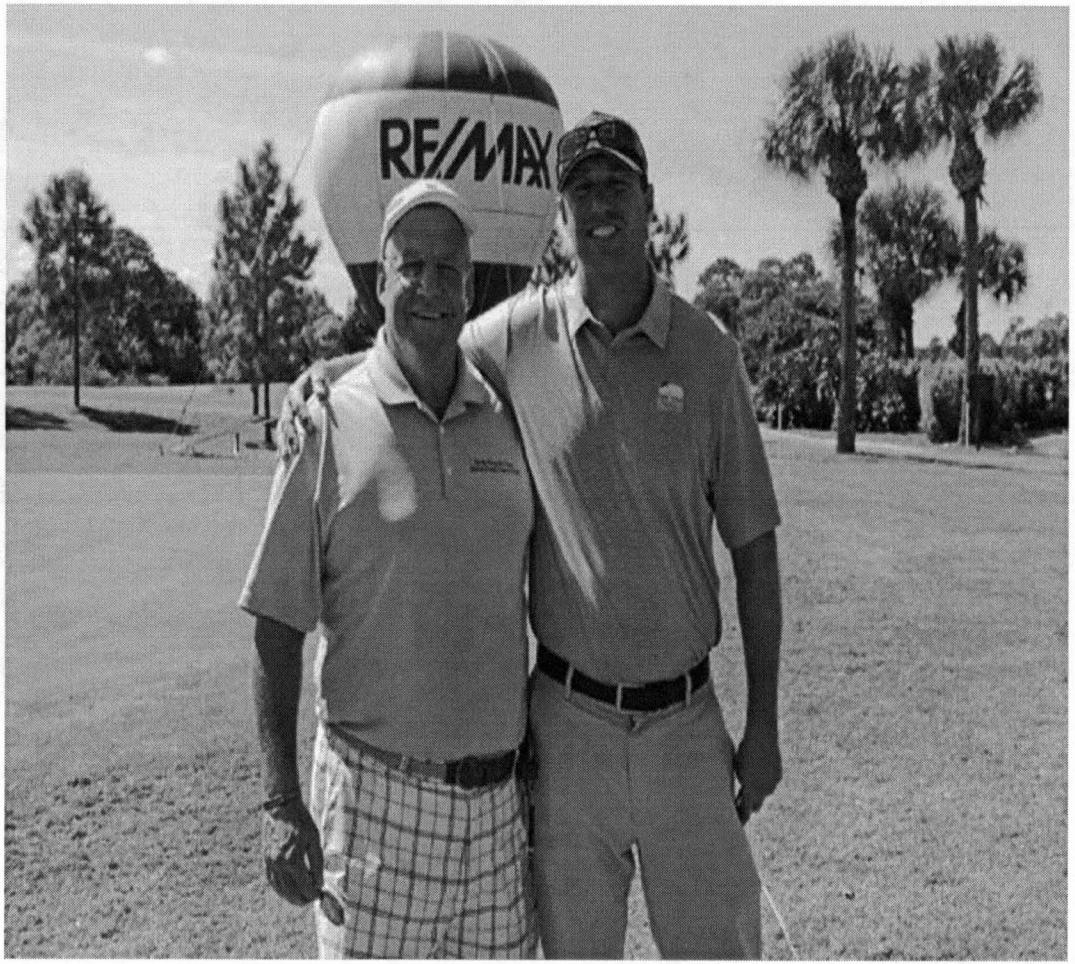






More sponsors than ever before!!!!!





Proceeds donated to Brevard Sharing Center and Karen Shemish Foundation

$6100.00 each!!!!



5th Annual Art and Writing Showcase



Cocoa High School
Color Guard

32 Brevard Schools
96 art entries
33 writing entries

Merritt Island Christian School









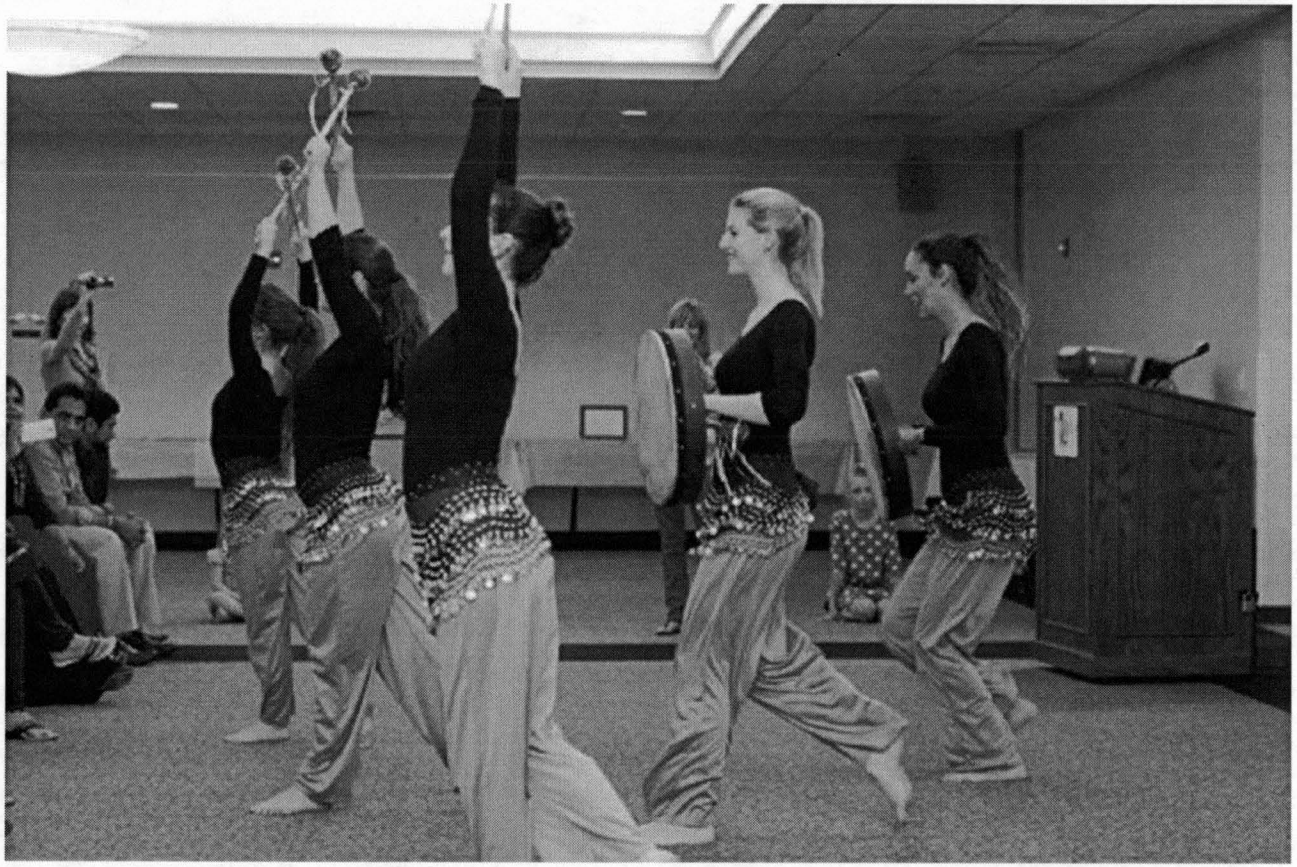


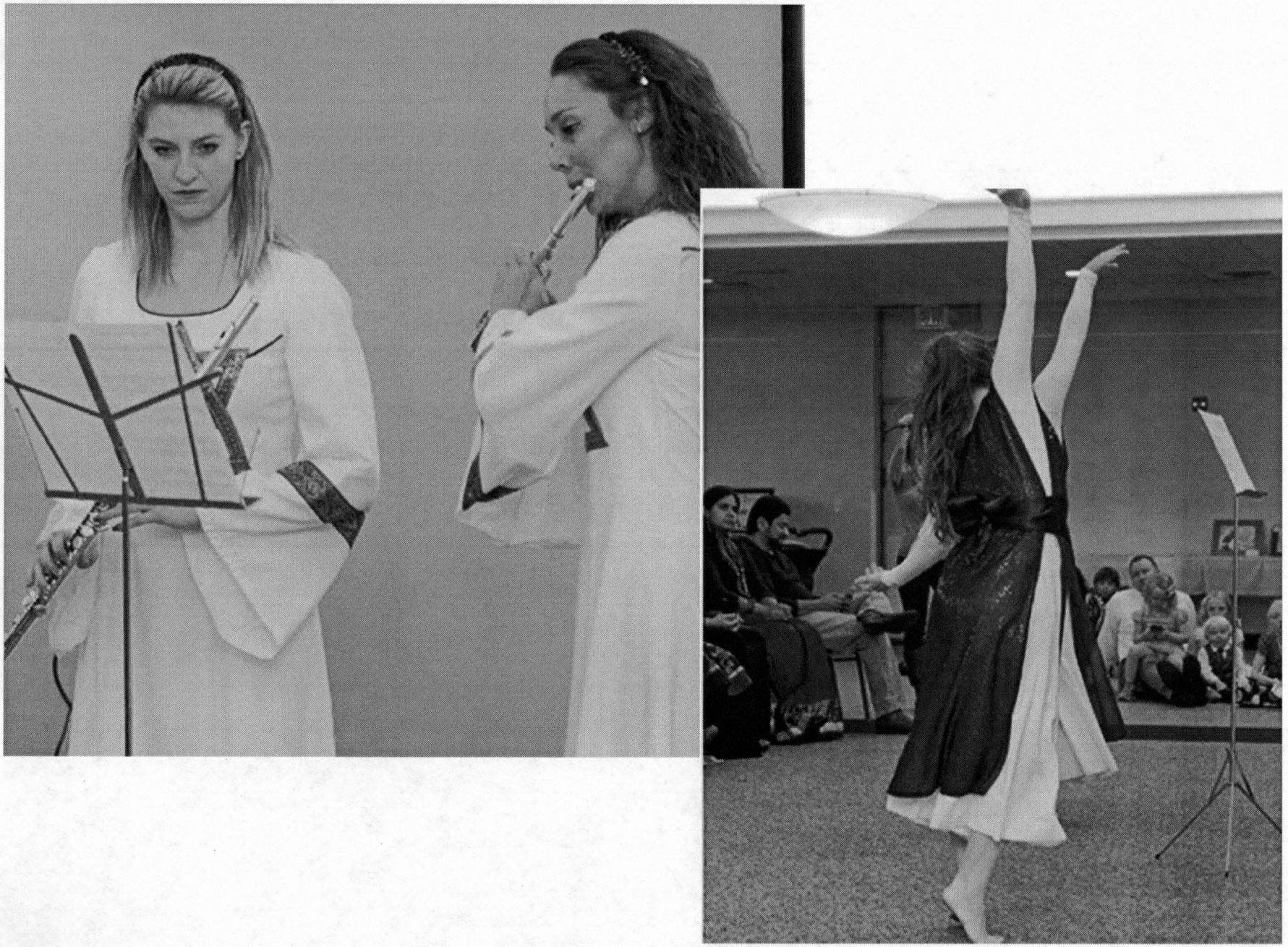

Brevard Youth Chorus

Cocoa High School



The Salvation Army
North Central Brevard County



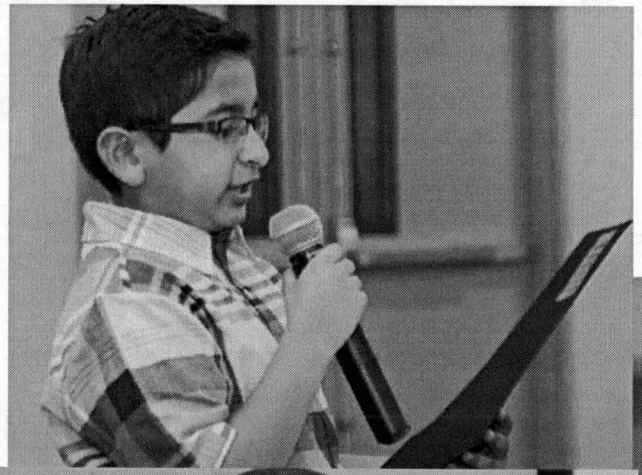


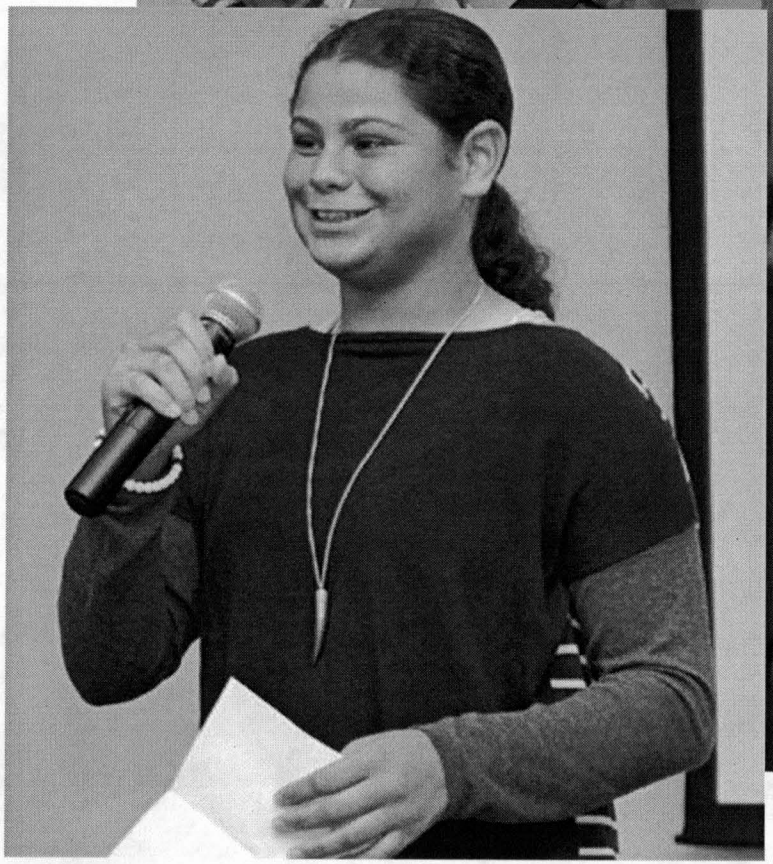
The audience joins in the dancing

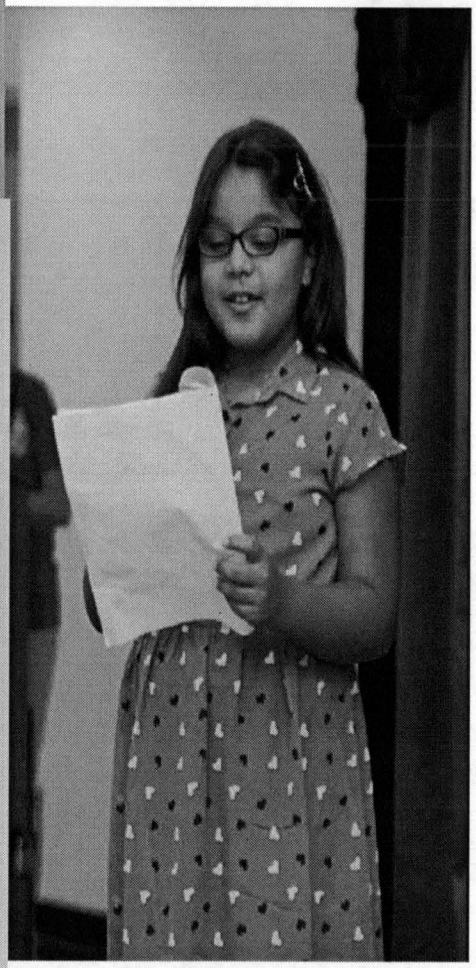




Our writers public readings of their work

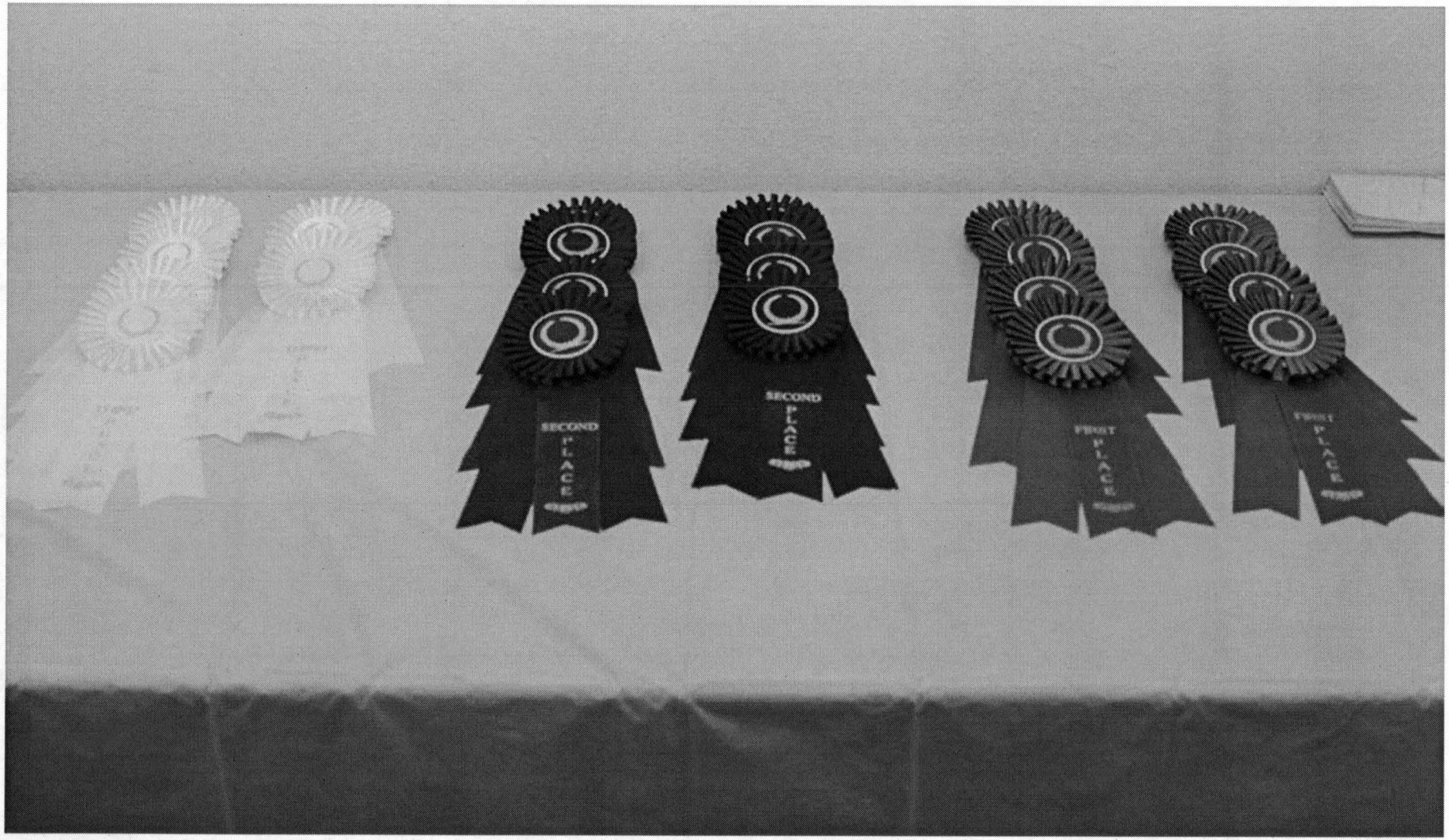








Ribbons and cash awards





Distinguished Guests



Cocoa Mayor: Henry Parrish

Cocoa Councilman Michael Blake

Beit Shemesh Representative:
Meir Malka





Sister City Board Members and Supporters

Looking forward to another great year!

Sister City Program
COCOA, FLORIDA
BEIT SHEMESH, ISRAEL

EXHIBIT B: POLL CONDUCTED BY DAWN BUTTERFIELD

Gmail by Google

Dawn Butterfield <cocoapharmacy@gmail.com>

more poll

1 message

Dawn Butterfield <cocoapharmacy@gmail.com> Tue, Jan 26, 2016 at 4:42 PM
To: Dawn Butterfield <cocoapharmacy@gmail.com>

Angela S (clearlake) - "anything that provides jobs in Cocoa is good"

Mike and wife A (off of James Road) "we want to have something in there - would be good thing"

SL "of course, we need all the jobs we can get"

KS "i actually watched that meeting - the entire thing - and the company will end up filing a lawsuit if they want it bad enough"

CH (lives in Canaveral groves) "ANY job is a great thing for Cocoa. Every other city gets things - Rockledge, Viera and Melbourne, we always get left out. Let it be a parking lot. Walmart and even Little Ceasars and all of the businesses right around here would benefit"

RH (lives near Cox) - "wow, that would be a really good thing - what was the problem?"

JM (Canaveral Groves) - "I don't see a think wrong with it - who's opposed? this is ridiculous"

RL (titusville) "hey I'm for anything that brings ANY jobs here and do you know what that would do for the businesses around here? Especially walmart"

Broker - 3 things I learned from the planning and zoning meeting:

1. There is some serious back stroking by the City on what was agreed upon.

2. That the members feel it more beneficial to Cocoa to have a vacant eyesore than a thriving business that brings jobs and growth.

3. Cocoa needs a new P&Z committee

TY (port st john - works in Cocoa and central Brevard) - "hum, I would have thought that something else would go there - but its been 10 years- and come to think of it, that's a good idea there. who's trying to stop it?"

Tanning Salon employee "Our Biz would certainly increase- there is NO DOUBT about that - we have 10 minute spray on tans

WS (port st john) - "wow, that's crazy - job would be great. Why do they have a problem with it"

RT "I don't see how that's going to be good for business.... but if the businesses say it is - I'm not against it - I would have thought something else would go there, but jobs are a good thing for our area"

Lori H (lives in Rockledge - sometimes shops at GNC) - "Why not its on the way" (meaning the parking lot is on the way for cruise) and said that would mean more money to the area

Holly B (off of Range Road) - shops at Publix and this area "I feel bad that plaza is empty - it makes sense and would be good. Good ole boys run the system and if they don't like something - or its not their friends, that's it. I'm really sick of it"

Brandy M (Canaveral groves - works at pharmacy) - "Couldn't they do something else there? (reminded her its been empty for 10 years), well there needs to be something there and this would certainly be good for our business

(pharmacy). Cocoa only cares about Cocoa Village

Sara O (port st john - works at our pharmacy) "Do you know how much money those parking places make?" "Friend of mine worked at one for a summer and did really well - she hustled but did well". "If its a business and more money here, hell yea I'd be for that". "People who go on cruises have money -"

Russ (off of Friday Road - works all over Cocoa and Central Brevard) - "yea, anything would be fine with me. Was hopeful that a sporting goods place would go there but they went into the mall". "Cocoa seems to be a place that businesses go to die" "they don't care about businesses"

Doc S - (off of Cox half owner in pharmacy) (after only 15 minutes of watching planning and zoning) - "everyone on that Board and Manager should be fired for how they are acting". "Good use for that place and wouldn't interfere with any type of traffic at all". "What's the problem City of Cocoa has so much money they don't need it- if that's the case, send us some"

Ilene D (off of Friday - works out of cocoa Village) "B came up with the idea of parking over a year ago, what's their problem"?

Rodney P (lives in MI - shops at our pharmacy and some biz here) - "Yea, that sounds like a good idea - what's the problem?" (traffic, I said possibly) "No, I don't think so - can't think of a reason its not a good idea - and with new jobs that's great!"

Caroline H (Canaveral groves - daughter off of Range - shops exclusively in this area) - "That is great - and would be really good for businesses in this area to get more people"

R. Smith (off of Cox/Friday) "Im sick of this place and fighting City Hall - the entire thing is ridiculous, but almost predictable I'm afraid to say - would like to move out of this area because of BS like this" "good luck doing something about this - and I do mean that - keep trying, I'm sick of trying"

EM (Satellite Beach - works in Cocoa) - "I drove by and thought about it - felt sad it is empty. It would good for Cocoa and especially the buisnesses"

MAH (Merritt Island works in Cocoa) - "well I used to live in Coventry and I'd be nervous at who's going to be parking there as we won't know them/they don't live here. I'm not opposed though as anything that brings jobs is a good thing - my only thing would who are these people. And I used to work on Carnival Cruise ships - the ships go out at 4 o'clock so the people would be coming here at a good time for businesses - like Walmart and it wouldn't really affect the traffic much as the peak work - going to/from work are at different times - so that's not a problem I see"

CM (lives off of Lake Drive) "jobs is what I would think would be good. And those are the kind of jobs that don't take college degrees and there are a lot of people in this area who would fit into that category and they could even walk or ride their bikes to work"

LW (Canaveral Groves) - yes, I don't see anything wrong with it - SOMETHING needs to be there, its been empty too long.

MO (off of Friday - works at the Port) "That Winn Dixie was destined for failure, I have no problem with something going in there. Not sure why someone would park in Cocoa - but can see it would be good for businesses and for the economy"

VO (off of Friday - works at the Port) "jobs would be great - \

JC (Melbourne - has friends/family in Cocoa) "What is Cocoa's problem with that? If it provides jobs they should be all for it"

BS (off of Friday Rd) "This is an obviously good us for that property - I'm for it. Cocoa is acting just like Titusville and then there were empty buildings everywhere - they need to change attitudes and be more accommodating to businesses that want to invest here"

Legislation Details (With Text)

File #:	16-62	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	2/10/2016			**In control:**	City Council
On agenda:	2/23/2016			**Final action:**	
Title:	To Approve the First Amendment to Purchase Agreement with Atlantic Development of Cocoa, GUNNstruction, Inc., JoBear Contracting, Inc., and Maxwell Contracting, Inc. under RFQ-13-01-COC, Utilities General Construction Contractors effective February 12, 2016 through February 11, 2018				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Signed Amendment - Atlantic Dev.pdf Signed Amendment - GUNNstruction, Inc..pdf Signed Amendment - JoBear Contracting.pdf Signed Amendment - Maxwell Contracting.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 10, 2016
Agenda Date: February 23, 2016
Prepared By: Norma E. Hernandez, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the First Amendment to Purchase Agreement with Atlantic Development of Cocoa, GUNNstruction, Inc., JoBear Contracting, Inc., and Maxwell Contracting, Inc. under RFQ-13-01-COC, Utilities General Construction Contractors effective February 12, 2016 through February 11, 2018

BACKGROUND:

On October 22, 2012, staff advertised RFQ-13-01-COC, Utilities General Construction Contractor. Purchasing sent out 810 invitations and notifications to submit qualifications and received nine responses from 36 document holders.

On November 29, 2012, the RFQ Review Committee recommended four companies to be short-listed under RFQ-13-01-COC. These companies are:

Atlantic Development of Cocoa, Inc.
GUNNstruction, Inc.
JoBear Contracting, Inc.
Maxwell Contracting, Inc.

On February 12, 2013, City Council approved the award of RFQ-13-01-COC, Utilities General Construction Contractor to the above listed companies for various work categories, and authorized the City Manager to execute the Continuing Services Agreements effective February 12, 2013 through February 11, 2016, with the option to renew for two two-year periods by mutual agreement of both parties.

Staff requests City Council approval to renew this agreement for another two years effective February 12, 2016 through February 11, 2018.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	N/A

PREVIOUS ACTION:

On October 22, 2012, staff advertised RFQ-13-01-COC, Utilities General Construction Contractor. Purchasing sent out 810 invitations and notifications to submit qualifications and received nine responses from 36 document holders.

On November 29, 2012, the RFQ Review Committee recommended four companies to be short-listed under RFQ-13-01-COC.

On February 12, 2013, City Council approved the award of RFQ-13-01-COC, Utilities General Construction Contractor to the above listed companies for various work categories, and authorized the City Manager to execute the Continuing Services Agreements effective February 12, 2013 through February 11, 2016, and shall be renewable for two two-year periods by mutual agreement of both parties.

RECOMMENDED MOTION:

To Approve the First Amendment to Purchase Agreement with Atlantic Development of Cocoa, GUNNstruction, Inc., JoBear Contracting, Inc., and Maxwell Contracting, Inc. under RFQ-13-01-COC, Utilities General Construction Contractors effective February 12, 2016 through February 11, 2018.

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AMENDMENT TO PURCHASE AGREEMENT

BID RFQ-13-01-COC
UTILITIES GENERAL CONSTRUCTION CONTACTORS
AMENDMENT #1

This amendment to the purchase agreement for Utilities General Construction Contractors is made and entered into as of February 8, 2016 by and between the **City of Cocoa** and **Atlantic Development of Cocoa, Inc., 2185 West King Street, Cocoa, Florida 32926**

The agreement, entered into on February 12, 2013 is hereby amended to renew for twenty-four (24) additional months, at the same rate(s), terms, and conditions as stated in Original Contract Documents commencing on February 12, 2016 and terminating on February 11, 2018.

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

ATLANTIC DEVELOPMENT OF COCOA, INC.

By: Glenn S. Grignon
(Name) Printed

General Manager
(Title)

Glenn S. Grignon 2-10-16
Signature Date

CITY OF COCOA

By: **John A. Titkanich**
(Name) Printed

City Manager
(Title)

Signature Date

C: Carie Shealy, City Clerk
John "Jack" Walsh, P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

AMENDMENT TO PURCHASE AGREEMENT

BID RFQ-13-01-COC
UTILITIES GENERAL CONSTRUCTION CONTACTORS
AMENDMENT #1

This amendment to the purchase agreement for Utilities General Construction Contractors is made and entered into as of February 8, 2016 by and between the **City of Cocoa** and **GUNNstruction, Inc., 350 Tangerine Avenue, Suite #1, Merritt Island, Florida 32953.**

The agreement, entered into on February 12, 2013 is hereby amended to renew for twenty-four (24) additional months, at the same rate(s), terms, and conditions as stated in Original Contract Documents commencing on February 12, 2016 and terminating on February 11, 2018.

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

GUNNSTRUCTION, INC.

By: Bill Elliott
(Name) Printed

President/Owner
(Title)

Bill Elliott 2-12-16
Signature Date

CITY OF COCOA

By: John A. Titkanich
(Name) Printed

City Manager
(Title)

Signature Date

CC: Carie Shealy, City Clerk
John "Jack" Walsh, P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT

BID RFQ-13-01-COC
UTILITIES GENERAL CONSTRUCTION CONTACTORS
AMENDMENT #1

This amendment to the purchase agreement for Utilities General Construction Contractors is made and entered into as of February 8, 2016 by and between the **City of Cocoa** and **JoBear Contracting, Inc., 1950 Danr Drive N.E., Palm Bay, Florida 32905.**

The agreement, entered into on February 12, 2013, is hereby amended to renew for twenty-four (24) additional months, at the same rate(s), terms, and conditions as stated in Original Contract Documents commencing on February 12, 2016, and terminating on February 11, 2018.

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

JOBEAR CONTRACTING, INC.

By: John Hay
(Name) Printed

President
(Title)

[signature] 2-11-16
Signature Date

CITY OF COCOA

By: John A. Titkanich
(Name) Printed

City Manager
(Title)

Signature Date

CC: Carie Shealy, City Clerk
John "Jack" Walsh, P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT

BID RFQ-13-01-COC
UTILITIES GENERAL CONSTRUCTION CONTACTORS
AMENDMENT #1

This amendment to the purchase agreement for Utilities General Construction Contractors is made and entered into as of February 8, 2016 by and between the **City of Cocoa** and **Maxwell Contracting, Inc., PO BOX 820, Cocoa, Florida 32923-0820.**

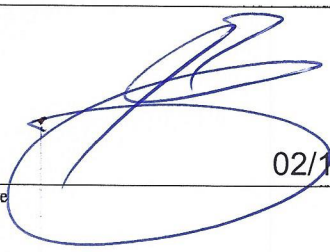
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The parties hereto duly execute this amendment to become effective as of the date and year first above written.

MAXWELL CONTRACTING, INC.

By: Bryan L. Maxwell
(Name) Printed

President
(Title)



02/10/2016
Signature Date

CITY OF COCOA

By: **John A. Titkanich**
(Name) Printed

City Manager
(Title)

Signature Date

CC: Carie Shealy, City Clerk
John "Jack" Walsh, P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

Legislation Details (With Text)

File #:	16-59	**Version:** 1	**Name:**	Street Closure Ord 2nd reading Feb 23
Type:	Ordinance		**Status:**	Public Hearing
File created:	2/9/2016		**In control:**	City Council
On agenda:	2/23/2016		**Final action:**	
Title:	Approve the second reading of Ordinance 02-2016 amending Chapter 2, Article XI, Special Events and Parades of the Code of Ordinances of the City of Cocoa. (Community Services Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	Ordinance 02-2016.pdf CBD Zoning.pdf Map M-II-2.pdf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 9, 2016
Agenda Date: February 23, 2016
Prepared By: Steven P. Belden, AICP, Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the second reading of Ordinance 02-2016 amending Chapter 2, Article XI, Special Events and Parades of the Code of Ordinances of the City of Cocoa.

BACKGROUND:

On March 13, 2012, City Council adopted Ordinance 01-2012, relating to special events and parades. Among the changes, the ordinance provided for a limitation on the number of street closures approved by Council in a calendar year at 24. The intent of the limitation on street closures was to limit the impacts to businesses affected by the street closures within Historic Cocoa Village. The vast majority of street closure requests are related to events held in Cocoa Village. Since the enactment of Ordinance 01-2012, there are approximately 3 to 5 street closure requests annually for locations outside of Cocoa Village. There have been between 18 and 20 street closures requested annually within Cocoa Village since the adoption of the ordinance in 2012.

Subsequent to the January 12, 2016 City Council meeting, the proposed ordinance has been revised to reflect the recommended changes provided by Council.

In addition to the requirements proposed in the Ordinance reviewed by Council at its January 12 meeting, which provides that the limitation on the number of street closures in a calendar year only applies to those requests within the Central Business District (CBD), the revised ordinance changes

the way the number of approved street closures is calculated. Previously street closures were counted per event, regardless of the number of days the street closure was approved for. The revised ordinance now calculates the number of street closures based on days. For example, if an event with a street closure were approved for two days, then that would count as two street closures. On average, over the past five years, there have been approximately 18 street closures approved in Cocoa Village. There have been approximately three multi-day events during that time period. Therefore it is recommended that the maximum number of approved street closure days be 24.

The new calculation of street closures by days also takes into consideration street closures that are less than a full day. It is proposed that any street closure of four (4) hours or less be calculated as a half day. And any street closure over four (4) hours would be calculated as a full day. There have historically been 3 to 5 street closures a year that are four (4) hours or less in duration with some only an hour or two.

The ordinance also recognizes that certain street closures would have minimal impact on the community and therefore do not rise to the level of requiring City Council approval. The temporary stoppage of traffic without re-routing vehicles and street closures that are not located in the CBD and located on local roads only are proposed to require City Manager approval as part of a Special Event Permit and would not require City Council approval.
I

STRATEGIC PLAN CONNECTION:

Image and Community Development are impacted by this ordinance.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

Ordinance 01-2012 was approved by City Council on March 13, 2012. The first reading of Ordinance 02-2016 was approved by City Council on January 12, 2016 with changes.

RECOMMENDED MOTION:

Approve the second reading of Ordinance 02-2016 amending Chapter 2, Article XI, Special Events and Parades of the Code of Ordinances of the City of Cocoa.

ORDINANCE NO. 02-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 2, ARTICLE XI, RELATED TO STREET CLOSURES AT SPECIAL EVENTS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Cocoa Code of Ordinances currently regulates street closures during special events in the interest of the public health and welfare, safety, and the quality of life of the citizens of the City of Cocoa; and

WHEREAS, the Cocoa Code of Ordinances currently provides that all street closure requests be made to and approved by the City Council; and

WHEREAS, the City Council desires to amend the process for street closure requests to allow certain limited requests to be made to and approved by the City Manager; and

WHEREAS, the City council further desires to limit the number of street closures approved within the CBD zoning district each calendar year, as well as to limit the number of street closures lasting more than one day within a calendar year; 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, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

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

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

* * *

CHAPTER 2 - ADMINISTRATION

* * *

ARTICLE XI. SPECIAL EVENTS AND PARADES

* * *

Sec. 2-401. General Provisions.

* * *

(d) *Definitions.* The following terms as used in this article shall have the following meaning respectively ascribed to them unless the context clearly indicates otherwise. All references to the singular shall also encompass the plural.

* * *

City sponsored event~~s~~ shall mean any special event for which the city is the ~~primary~~ sole sponsor, but which event is not necessarily ~~may not be~~ planned or conducted by the city. City-sponsored events include, but are not limited to: the Memorial Day event, the July 4th Celebration, and the Holiday Tree Lighting.

* * *

Non-city sponsored event shall mean any special event that is not solely sponsored by the City, and shall include events that are co-sponsored by the City.

* * *

Street Closure shall mean the temporary prohibition of the public from driving motor vehicles on a street or the temporary prohibition of the public from use of a sidewalk during a special event.

* * *

Sec. 2-402. Special event.

* * *

(k) *Exemption for City sponsored events.* All applicants for non-city sponsored special events must submit an application according to the rules and regulations set forth in this section. Only city sponsored events, as defined in section 2-401 of this Code, shall be exempt therefrom. ~~City sponsored events include events that are solely sponsored by the City of~~

~~Cocoa and include: Cocoa Village Mardi Gras, Memorial Day, July 4th Celebration, Tree Lighting, and the New Year's event. All other events that are not solely sponsored by the City, including events that are co-sponsored by the City, are non-city sponsored events.~~

(l) *Closure or gating of public property and streets.*

(1) Streets may be closed, portions of streets and parks may be gated, and an admission fee may be charged in connection with a special event at the discretion of the city council.

(2) In reviewing a request for closure of a street, gating of a park or the charging of an admission fee for the special event, due regard shall be given to public safety and environmental effects of such closing, to ensure that all reasonable steps are taken to minimize the adverse effect such closings may have upon the public.

(3) If an event is gated, no person shall be barred from entering the gated area on the grounds of race, color, religion, gender, age, disability or national or ethnic origin.

(4) The city has the full and sole authority to close any city street or roadway and/or detour of traffic due to a special event. ~~With the exception of Mardi Gras, four (4) historically held craft fairs, the city-sponsored Fourth of July event, and the New Year's event, a~~

All requests for street closures must be made to and approved by the city council~~.~~, with the exception of requests for the following types of street closures, which may be made to and approved by the city manager: Street closures that are both (1) located on a "Local Road" as classified and depicted in Map M-II-2, the "Functional Roadway Classification Map," as set forth in the City's adopted Comprehensive Plan, and (2) are not located in the Central Business District (CBD) zoning district.

During any given calendar year, the number of street closure days approved by the city council within the CBD zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four hours shall constitute one full day for purposes of this calculation, while any street closure of four (4) hours or less shall be considered one half day for purposes of this calculation. The police department is authorized to remove vehicles parked in closed streets pursuant to section 20-79 of this Code.

(5) The city shall assess a flat fee for road closures, which fee shall be listed in the special events fee schedule.

(6) Barricades and temporary signage for approved street closures shall be provided by the applicant or rented from the city. All barricades and temporary signage provided by the applicant shall be approved by the police chief prior to the special event. It shall be the responsibility of the applicant, in coordination with the police department, to setup and breakdown the barricades and temporary signs at the approved times, as set-forth upon the permit. The applicant shall post temporary signs for street closures at least twenty-four (24) hours prior to the start of the special event.

~~(7) During any given calendar year, the number of fenced admission events approved by the city council shall not exceed five (5), and the number of street closures approved by the city council shall not exceed twenty-four (24).~~

*** * ***

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 Cocoa, City Code 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 Council of the City of Cocoa, Florida, in a regular meeting assembled on the 23rd day of February, 2016.

_____

Henry U. Parrish, III, Mayor

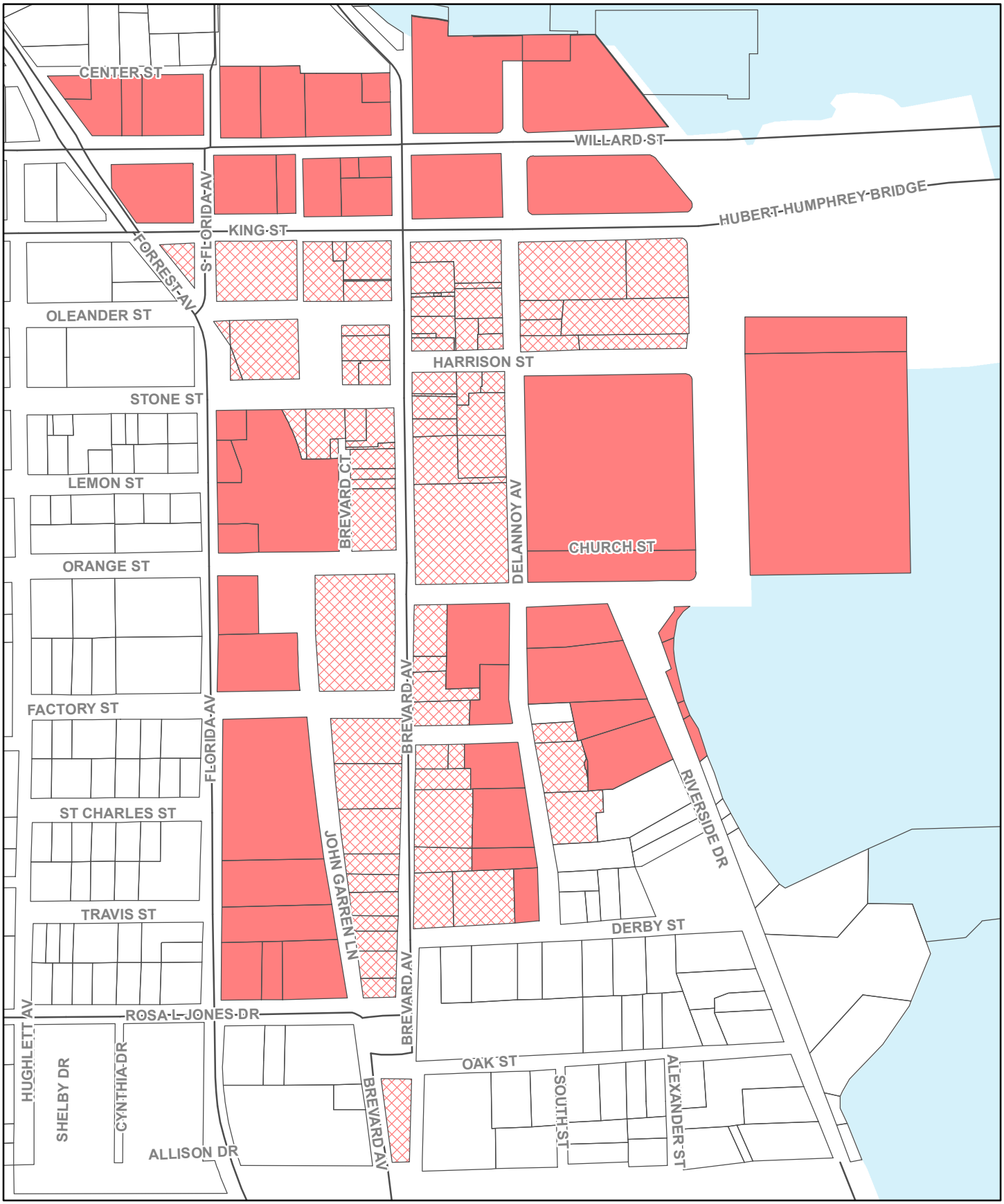
ATTEST:

_____

Carie Shealy, City Clerk

1st Reading: 1/12/2016
2nd Reading:
LEGAL AD PUBLISHED: 2/13/2016
EFFECTIVE DATE:

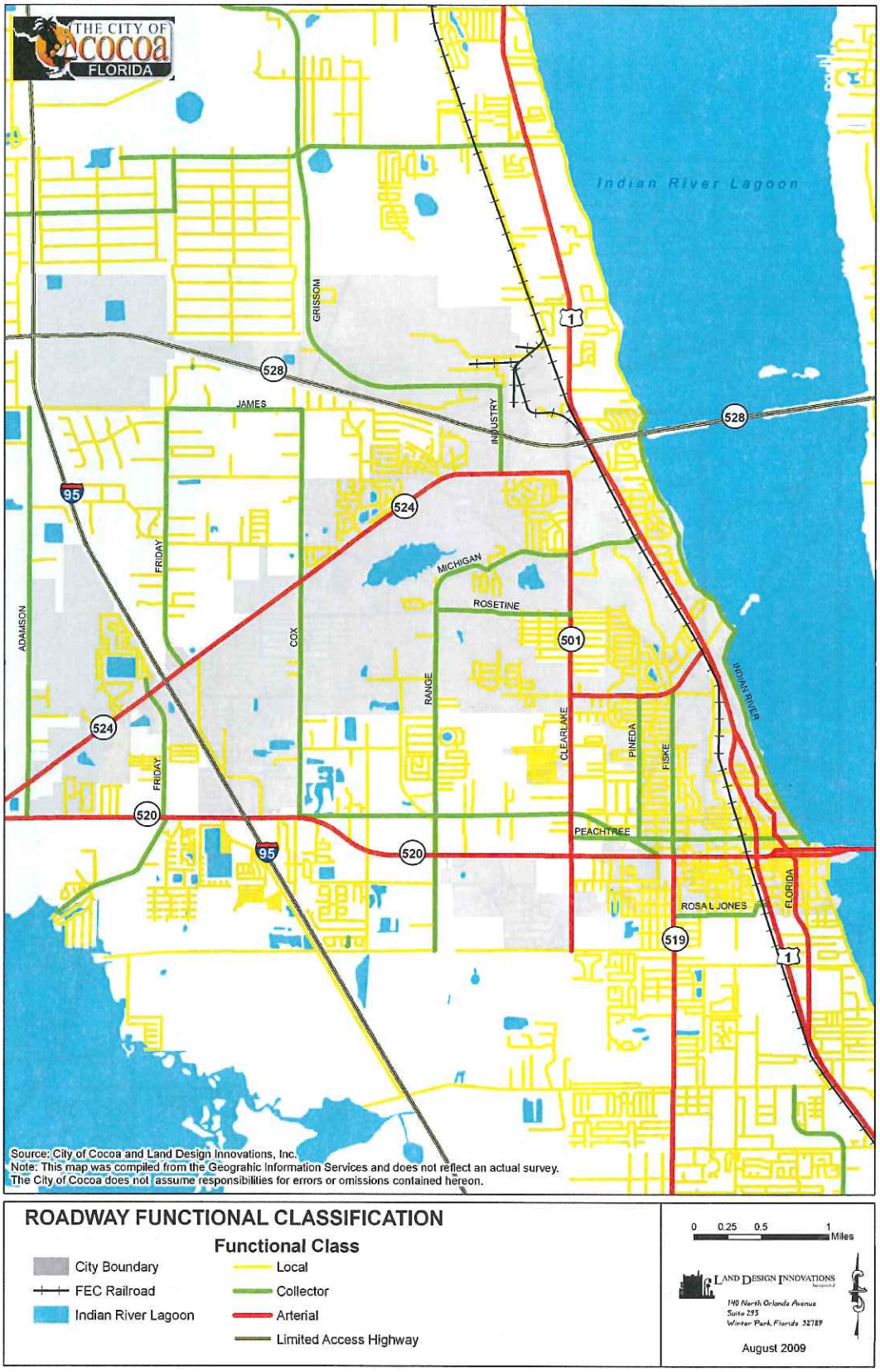
City of Cocoa - Zoning



CBD: Central Business District

CBD-CVO: Central Business District - Cocoa Village Overlay

Map M-II-2: Functional Roadway Classification Map



Legislation Details (With Text)

File #:	16-43	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	2/4/2016			**In control:**	City Council
On agenda:	2/23/2016			**Final action:**	
Title:	Approve the appointment of Barbara S. Kinsey as a Regular member of the Utilities Advisory Board through November, 2017. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	B. Kinsey Board Application.pdf Utilities Advisory Board Roster.pdf B. Kinsey Consideration letter.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 4, 2016
Agenda Date: February 23, 2016
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approve the appointment of Barbara S. Kinsey as a Regular member of the Utilities Advisory Board through November, 2017.

BACKGROUND:

The Utilities Advisory Board currently has three (3) Regular member vacancies and two (2) Alternate member vacancies. The board's last meeting was held on July 30, 2014 and they have not met since due to lack of a quorum.

If appointed, Ms. Kinsey would fill the seat vacated by Ms. Ann Sims, who resigned from the board in 2012. Ms. Kinsey's term would be through November, 2017. Ms. Kinsey meets all qualifications for serving on a City board.

If appointed, the board would have the necessary quorum in order to hold a meeting, since there would be 3 of the 5 necessary Regular members. Two (2) regular member seats and two (2) alternate member seats would still remain.

An updated UAB member roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

There is no budgetary impact.

PREVIOUS ACTION:

The City Council appoints and reappoints members to Cocoa's boards and committees as vacancies and term expirations occur.

RECOMMENDED MOTION:

Approve the appointment of Barbara S. Kinsey as a Regular member of the Utilities Advisory Board through November, 2017.

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)

Name: Barbara S. Kinsey Application Date: 1/11/2016

Street Address, Including Zip Code: 1628 MANOR DRIVE, COCOA 32922

Telephones: Home: 638-0269 Work: _____ Pager: _____ Cell: 652-9049

Place of Business: Univ of Central Florida

Title/Position Held: Associate Professor

Date of Birth[1] 11/21/1961 Email Address: _____

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Pension Board - General Employees
	Board of Adjustment		Pension Board – Police
	Code Enforcement/Drug Related Public Nuisance Board		Planning & Zoning Board
	Economic Development Executive Committee		Redevelopment Agency (Cocoa)
	Enterprise Zone Development Agency		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire	✓	Utilities Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	✓	No	
Do you own property or a business in Cocoa?	Yes	✓	No	
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	
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.	Yes		No	✓
If yes, have your civil rights been restored?	Yes		No	
Do you consent to a standard criminal background check?	Yes	✓	No	

RECEIVED
JAN 14 2016
OFFICE OF THE CITY CLERK

[1] This information is necessary in order to conduct background checks.

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board — Yes ____ No ✓

Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? — Yes ____ 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. — Yes ____ No ✓

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

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

My interest is in serving the community and participating in city affairs/decisions. I have been actively pursuing ~~City of Cocoa~~ community goals in the city.

STATE REPORTING REQUIREMENTS

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

RACE

____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
✓ Caucasian

GENDER

____ Male
✓ Female

DISABILITY

____ Physically Disabled

Signature: Barbara A Young Date: 1/11/2016

Please Return this form to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

Utilities Advisory Board	**Meets Forth Wednesday Every Month @ 6pm**			**Expirations in November**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Lorraine Koss	2115 N. Indian River Drive Cocoa, FL 32922	703-201-8811 (cell)	02/14 appointed (to fill non-renewed term of Carol Noble)	2016
Vacancy-Zimmerman, Elliot resigned 4/8/14	3212 Westchester Drive, Cocoa FL 32926 EZCPA@cfl.rr.com	632-8861(H)	1/8/13 appointed to fill vacancy of Ardell Smith	2015
Ric Holt (replaced Bruce Tate, Sr.)	4030 Pinyon Drive, Cocoa, FL 32926	633-7049 (H)	02/15 Reappointed (term exp. 11/2014) 01/12 appointed to Bruce Tate Sr. spot (expired in Nov. 2011)	2017
Vacancy- Mr. Francis D. Barzee resigned 1/8/2014	2124 MacFarland Drive, Cocoa FL 32922 fbarzee@yahoo.com	632-2252 (H)	11/11 Reappointed 11/2008 Reappointed 1/8/08 Appt.	2014
Vacancy–*Ann Sims–- resigned 7/2/12.*	1033 Indian River Drive, 32922 simsann@bellsouth.net	504-4491 (H) 543-5684 (C)	10/11 Reappointed 06/09 Reappointed 2/8/08 Appt. (to fill unexpired term, which exp. 11/08)	2014
Vacancy - 1st Alternate Member				
VACANCY-2nd Alternate				
Brevard County Member(s) Mr. Robert G. Adolphe, P.E., Utility Services Director Mark Reagan, JD, PE, Engineer III, Utility Services Department, Alternate	2725 Judge Fran Jamieson Way, Building A-213 Viera FL 32940 Address same as above	633-2089 mreagan@brevardcounty.us steve.peffer@brevardcounty.us	Notice of appointment received 6/11/2010	
Angela Apperson Acting City Manager, City of Cape Canaveral	105 Polk Avenue Cape Canaveral, FL 32920	868-1230		
Charles Billias City of Cocoa Beach	2 South Orlando Avenue Cocoa Beach, FL 32932			
David Henderson Deputy City Manager City of Rockledge	1600 Huntington Lane Rockledge, FL 32955			
LIAISON	Deputy Mayor Boisvert		Updated 11/14	
Counsel: None				
RECORDING SECRETARY	Norma Hernandez	433-8701		

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

February 4, 2016

Barbara S. Kinsey
1628 Manor Drive
Cocoa, FL 32922

RE: Appointment as a Regular member to the Utilities Advisory Board

Dear Ms. Kinsey,

Your application for appointment to the Utilities Advisory Board will be considered by the City Council at its regular meeting of February 23, 2016.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, 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, CMC
City Clerk

Legislation Details (With Text)

File #:	16-50	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	2/8/2016			**In control:**	City Council
On agenda:	2/23/2016			**Final action:**	
Title:	Approve the requested street closures in association with the proposed Special Event for the St. Marks 5K Race. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	St Marks 5K.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 8, 2016
Agenda Date: February 23, 2016
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the requested street closures in association with the proposed Special Event for the St. Marks 5K Race.

BACKGROUND:

There are twenty-four (24) street closures permitted per calendar year per the Special Events Ordinance No. 01-2012.

St. Marks Academy "Lions on the Run 5K"- Saturday, March 5, 2016, 7:00 am-10:00 am
The event will conclude at 9:00 am with clean up between 9:00 am and 10:00 am.

Oak Street:	Between John Garren Lane and Riverside Drive
Brevard Avenue:	Between Oak Street and Factory Street
John Garren Lane:	Between Factory Street and Oak Street
Factory Street:	Between John Garren Lane and Brevard Avenue
Derby Street:	Between Delannoy Avenue and Brevard Avenue
Delannoy Avenue:	Between Derby Street and Church Street
Riverside Drive:	Between Church Street and Oak Street
Church Street:	Between Riverside Drive and Delannoy Avenue

STRATEGIC PLAN CONNECTION:

Economic Development, Community Development and Image, are all impacted positively by special events held in Cocoa Village.

BUDGETARY IMPACT:

The City receives $50.00 from each applicant that requests a street closure.

PREVIOUS ACTION:

This is a new street closure request.

RECOMMENDED MOTION:

Approve the requested street closures in association with the proposed Special Event for the St. Marks 5K Race.

St. Marks 5K Proposed Street Closure



Legislation Details (With Text)

File #:	16-56	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Council Busines	
File created:	2/9/2016		**In control:**	City Council	
On agenda:	2/23/2016		**Final action:**		
Title:	Approve the requested street closures in association with the proposed Special Event for the HCVA Spring Fine Arts and Craft Fair March 5-6, 2016. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Art and Craft Fair Street Closure.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 9, 2016
Agenda Date: February 23, 2016
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the requested street closures in association with the proposed Special Event for the HCVA Spring Fine Art and Craft Fair.

BACKGROUND:

There are twenty-four (24) street closures permitted per calendar year per the Special Events Ordinance No. 01-2012.

The Historic Cocoa Village Association Annual Spring Fine Art and Craft Fair Road closure is requesting closure from 6:00am March 5th till 6:00pm March 6th.

Brevard Ave:	Between King St and Factory St.
Oleander St:	Between Brevard Ave. and the municipal parking lot
Orange Ave:	Between Brevard Place and Brevard Ave.
Church St:	Between Brevard Ave. and Delannoy Ave.
Delannoy Ave:	Between Church St. and Harrison St.
Harrison St:	Between Brevard Ave. and 200 feet east of Delannoy Ave.

STRATEGIC PLAN CONNECTION:

Economic Development, Community Development and Image, are all impacted positively by special

events held in Cocoa Village.

BUDGETARY IMPACT:

The City receives $50.00 from each applicant that requests a street closure.

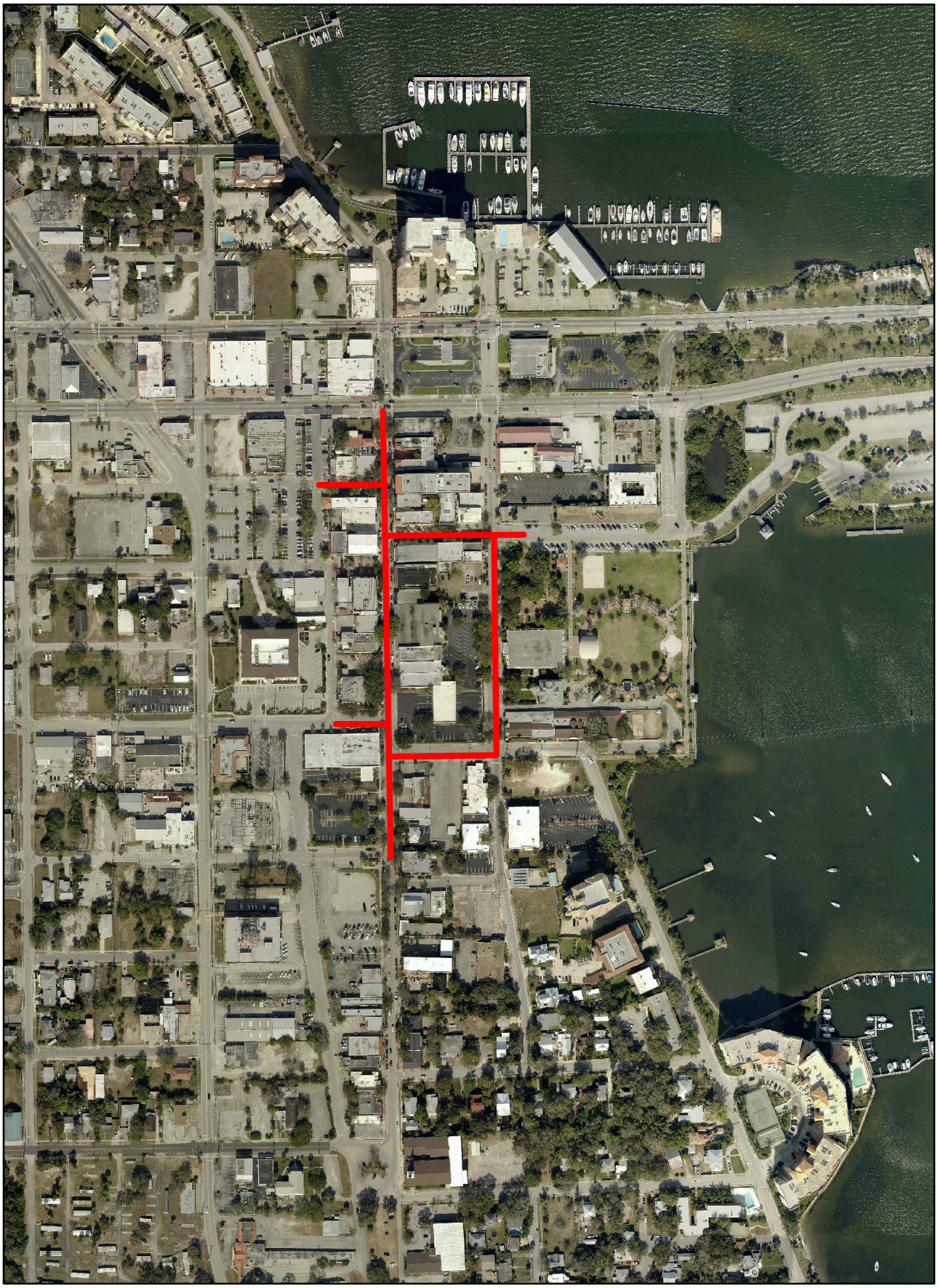
PREVIOUS ACTION:

This street closure request is an annual occurrence.

RECOMMENDED MOTION:

Approve the requested street closures in association with the proposed Special Event for the HCVA Spring Fine Art and Craft Fair.

HCVA Art and Craft Fair Proposed Street Closures



Legislation Details (With Text)

File #:	16-61	**Version:** 1	**Name:**	Toney Lien Forgiveness Feb 23 Council	
Type:	Agenda		**Status:**	Council Busines	
File created:	2/10/2016		**In control:**	City Council	
On agenda:	2/23/2016		**Final action:**		
Title:	Consideration of a Code Enforcement Lien Reduction for the property located at 202 N. Fiske Blvd., CE 15-092, owners Marlene & Lorenzo Toney. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lien Reduction Application CE 15-092.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 10, 2016
Agenda Date: February 23, 2016
Prepared By: Steven P. Belden, AICP, Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
The owner of property located at 202 N. Fiske Blvd. is requesting forgiveness of a code enforcement lien.

BACKGROUND:

The Code Enforcement Board held a public hearing on February 19, 2015, at which time the Board found the owners, Marlene & Lorenzo Toney, in violation of the following:

Section 6-900(b)(1)a-d, Accumulation of Junk and Debris
Section 6-900(b)(4), Maintenance of a Structure (fascia)
Section 6-1003(g), Roofs and Drainage
Section 6-1001(c), Driveways / Parking Areas
Section 6-1003(m)(1&2), Windows
Section 6-1003(o), Doors
Section 6-1304(a-c), Electrical

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective March 21, 2015. The lien ran at $100 per day from March 21, 2015 until compliance was achieved on January 22, 2016. The lien is $30,700 and the owners, Marlene & Lorenzo Toney, have submitted an application requesting that the lien be forgiven.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; yes.

- How many (if any) previous code enforcement cases were on the property; none.

- How many (if any) previous or current code enforcement cases on other property owned by the same owner; none.

- The number of violations related to the subject lien; seven (7) violations.

- The length of time the code enforcement lien ran before the violation was brought into compliance; the lien ran for 307 days and the total amount of the lien is $30,700.

- The current market value of the subject property; the current market value is $52,000 according the Brevard County Property Appraiser.

The subject property contains a commercial building that has been vacant for several months. The historical use of the building was primarily retail in nature. Since the building became vacant the owners have had issues with chronic break-ins and vandalism. As a result, it has been difficult to maintain the building in an acceptable condition. Windows and doors have been broken on several occasions and trash has been dumped on the property multiple times. Mr. Toney has been working with Code Enforcement to address the on-going vandalism and property maintenance issues. Due to these factors it is recommended that the lien on the property not be forgiven or reduced at this time.

Additionally, the Toney's also own a residence in Rockledge that they are in the process of refinancing. In order to complete the refinancing process the lien attached to the property must be released. The Toney's have indicated that a partial release of the lien would be acceptable as they continue to work on maintaining the structure in an acceptable condition.

Staff recommended the Code Enforcement Board recommend a partial release of property located at 1856 Timbers West Blvd., Rockledge, Florida, tax I.D. 2505496, from the code enforcement lien placed on property at 202 N. Fiske Blvd.

NOTE: Per the City Code, if the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one year period of time.

STRATEGIC PLAN CONNECTION:

Image and Community Redevelopment are impacted by this request.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

The Code Enforcement Board unanimously recommended a partial release of property located at 1856 Timbers West Blvd., Rockledge, Florida, tax I.D. 2505496, from the code enforcement lien placed on property at 202 N. Fiske Blvd.

RECOMMENDED MOTION:

Staff recommends partial release of property located at 1856 Timbers West Blvd., Rockledge, Florida, tax I.D. 2505496, from the code enforcement lien placed on property at 202 N. Fiske Blvd.

Application # **CE** - 15 - 092

CITY OF COCOA

Serving the Community

LIEN REDUCTION OR FORGIVENESS APPLICATION

Community Development Department.
Code Enforcement Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8508
Fax: (321) 433-8543
Web: http://www.cocoafl.org

For Office Use Only - Date Received

RECEIVED
JAN 25 2016
BY:

Stamp Only When Application is Fully Complete

This application must be completed entirely, and only after it is deemed to be completed in such a manner will it be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

Please TYPE or PRINT this application neatly.

1. **Date:** 1/22/16

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

Company (if applicable): _____

Name: Lorenzo D Toney

Mailing Address: 1904 Wood Haven Circle

City: Rockledge State: FL Zip Code: 32955

Phone #: 321 960-6032 Fax #: 321 301-4417

Mobile #: 321 960-6032 E-mail: marloengr@gmail.com

3. **Property Owner Information:** ** Check here if same as Applicant* → ☑
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. **Information for property on which violation occurs:**

Street Address and Location: 202 + 204 NORTH FISKE BLVD

Parcel ID: * *If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

24-36-32-02-00000.0-0009.01

Tax Account Numbers: * *If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

Existing Use(s) on Property: NONE AT PRESENT TIMES

Nature of Violation: TRASH ON PROPERTY / Broken Windows + Hole IN ROOF

Date Fine or Lien Imposed: April 16, 2015 Amount of Fine: _____ per day

Have the violation(s) on the subject property been corrected: Yes / No (Circle one.)

Date upon which the subject property was brought into compliance: _____

5. **Please provide the following information:**

Code enforcement case number: 15-00000092

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / No (Circle one.)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / No (Circle one.)

The factual basis upon which the application for reduction or forgiveness of the lien should be granted:

ON Jan 21 2016 WHEN MYSELF AND MR. BELDEN AND HIS SUBBORDENANT EMPLOYEE, NONE OF THESE ALLIGATIONS EXISTED VISITED PROPERTY

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

Amount you are requesting that the lien be reduced by or forgiven: ENTIRE AMOUNT

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine:

MY INITIAL CAUSE IS THESE VIOLATIONS DOES NOT EXIST AND SECONDLY COE KEEP OUT AND CUT grass AND MOST OF ALL WE/OUR INFORMATION IS ON ON FILE AS A STATE CONTRACTOR AND IT'S POSTED ON BUILDING AND AT THE TIME WE WERE ACTIVELY WORKING IN THE CITY, THERE IS NO EVIDENCE TO SHOW THAT THE CITY MADE ANY EFFORT TO CONTACT US, THEFORE WE WERE NEVER NOTIFIED OF VIOLATION AND UNAWARE.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

NO

6. **Please submit the following items in order complete the application:**

   a. ☑ **Notarized application.**

   b. ☐ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Development Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien.

   c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application filing deadline.** The application filing deadline is on the third Friday of each month at 5:00 pm for public hearings that are held in the following month.

8. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division prior to the established filing deadline for the public hearing before the Code Enforcement Board. Call (321) 433-8508 for an appointment to submit an application in order to perform a sufficiency review.

Public hearing process information – please read this!

9. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

10. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

11. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.

12. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants

are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

13. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. A minimum of three (3) copies of any exhibits and or evidence shall be provided. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

14. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:

    a. The witness has personal knowledge of the fact in which the witness will testify; and/or

    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:

        1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:

            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.

            - The opinions and inferences do not require any special knowledge, skill experience or training.

        2. Expert witness. Testimony of an expert witness is qualified only if:

            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.

            - The witness is adequately qualified to express an opinion on the matter.

15. **Board action.** Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

16. **City Council action.** Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

17. Signatures and Notarization.

STATE OF _____ COUNTY OF _____. I, _____ being first duly sworn, depose and say that:

☑ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Code Enforcement Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Lorenzo Tonery
(APPLICANT SIGNATURE)

Lorenzo Tonery
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☐

Type of I.D. Produced FL Drivers License

NOTARY PUBLIC STATE OF FLORIDA
JOY LOMBARDI
MY COMMISSION # FF 245886
EXPIRES: August 3, 2019
Bonded Thru Budget Notary Services

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 25 day of January, 20 16

FOR OFFICE USE ONLY

Fee of $ N/A in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: 1/25/16

Signature from Code Enforcement Division:

Fee Waived Per Steve Belden.

Code Enforcement Public Hearing Date: 2/18/16

Code Enforcement Public Hearing Time: 6:00 p.m.

Location for Public Hearing: City of Cocoa City Hall Council Chambers.
65 Stone Street
Cocoa, FL 32922

Dana Blickley, CFA
Property Appraiser
Brevard County, FL

Property Details

General Parcel Information

Parcel ID:	24-36-32-02-0000C.0-0009.01	**Millage Code:**	23D0	**Exemption:**		**Use Code:**	1710
Site Address:	202 N FISKE BLVD , COCOA 32922					**Tax ID:**	2424226

Site Address is assigned by Brevard County Address Assignment for E-911 purposes and may not reflect the postal community name.

Owner Information

Owner Name:	TONEY, MARLENE
Second Name:	TONEY, LORENZO H/W
Mailing Address:	202 FISKE BLVD
City, State, Zipcode:	COCOA, FL 32922

Abbreviated Description

Plat Book/Page: 0009/0036	Sub Name: COCOA ANNEX REPLAT NO 2	S 43.33 FT OF LOTS 9,10 & N 43.33 FT OF LOTS 11,12 BLK C

Value Summary

Roll Year:	**2013**	**2014**	**2015**
Market Value Total:[1]	$63,000	$63,000	$52,000
Agricultural Market Value:	$0	$0	$0
Assessed Value Non-School:	$63,000	$63,000	$52,000
Assessed Value School:	$63,000	$63,000	$52,000
Homestead Exemption:[2]	$0	$0	$0
Additional Homestead:[2]	$0	$0	$0
Other Exemptions:[2]	$0	$0	$0
Taxable Value Non-School:[3]	$63,000	$63,000	$52,000
Taxable Value School:[3]	$63,000	$63,000	$52,000

Land Information

Acres:	0.2
Site Code:	311

1: Market value is established for ad valorem purposes in accordance with s.193.011(1) and (8), Florida Statutes. This value does not represent anticipated selling price for the property.

2: Exemptions are applicable for the year shown and may or may not be applicable if an owner change has occurred.

3: The Additional Homestead exemption does not apply when calculating taxable value for school districts pursuant to Amendment 1.

Sale Information

Official Records Book/Page	Sale Date	Sale Amount	Deed Type	Sale Screening Code	Sale Screening Source	Physical Change Code	Vacant/Improved
7071/1429	2/10/2014	$125,000	WD	05			I
6185/2081	6/14/2010	$100	CT	11			I
5831/3708	12/3/2007	$100	QC				I
5811/4075	9/13/2007	$25,000	XD				I
3506/1009	9/1/1995	$65,000	PT				I
1545/0133	7/1/1975	$28,900					V

Sale screening and sale screening source codes are for assessment purposes only and have no bearing on potential marketability of the property.

Building Information

PDC #	Use Code	Year Built	Story Height	Frame Code	Exterior Code	Interior Code	Roof Type	Roof Material	Floors Code	Ceiling Code

Legislation Details (With Text)

File #:	16-18	**Version:**	1	**Name:**	
Type:	Report			**Status:**	City Business
File created:	1/13/2016			**In control:**	City Council
On agenda:	2/23/2016			**Final action:**	
Title:	Review of FY2015 estimate of Health Center impact on the City's medical plan. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	benefits, Health Center, insurance				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 13, 2016
Agenda Date: February 23, 2016
Prepared By: Tammy B. Gemmati, Administrative Services Director
Through: John A. Titkanich, Jr., City Manager
Requested Action:
Review of FY2015 estimate of Health Center impact on the City's medical plan.

BACKGROUND:

Enter text here

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

Budgeted Choose an item.
If not budgeted, is amendment/transfer attached? Choose an item.

Amount Requested $
Account Number _
Account Name _

Source of Funds: ____State Revolving Loan

____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

If a P.O. Change Order is involved please complete the following:

Change Order Amount $_

Original Purchase Order _
Original P.O. Amount _$
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date _
Total amount in change orders to date _$

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:
Enter text here, same as Requested Action

Legislation Details (With Text)

File #:	16-44	**Version:**	1	**Name:**	Fire Station Resolution Corrections
Type:	Resolution			**Status:**	City Business
File created:	2/8/2016			**In control:**	City Council
On agenda:	2/23/2016			**Final action:**	
Title:	Council approval to make the necessary changes to the Resolutions created in the previous agendas for the Fire Department Projects to correct the station number, project number and contingency amount for change orders. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Fire Station Headquarters-Admin. revised resolution.pdf Satellite Fire Station 1 revised resolution.pdf Satellite Fire Station 2 revised resolution.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 8, 2016
Agenda Date: February 23, 2016
Prepared By: Charlene Neuterman, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
Council approval to make the necessary changes to the Resolutions created in the previous agendas for the Fire Department Projects to correct the station number, project number and contingency amount for change orders.

BACKGROUND:

The City of Cocoa entered into an agreement with Architects Design Group (ADG) to provide the design, permitting and construction of three fire stations. At the December 8, 2015 Council Meeting, a task order for the design, permitting and construction of two fire stations was approved. At the January 12, 2016 Council Meeting, a task order for the Design-Build project delivery of the third fire station was approved.

After the January 12, 2016 Council Meeting, PW Staff learned that the fire stations would be numbered differently and the project and budget information would also have to be changed. Presently, the fire stations are numbered as follows:

- Fire Station Headquarters/Administration Building - CP16F1
- Satellite Fire Station 1 - CP16F2
- Satellite Fire Station 2 - CP16F3

As a result of these changes, the task orders, project budgets, project titles, and Resolutions were approved at prior meetings. The task orders, project budgets and project titles were corrected through Finance. The corrected Resolutions need to be approved by Council so all information is correct in the file. In previous Resolutions, the City Manager was authorized to approve change orders in an amount not to exceed 5% of the total cost of the purchase order. The corrected Resolution will address this same request for City Manager approval of change orders not to exceed 5% of the total cost of the purchase order. The changes are detailed below.

- Fire Station Headquarters/Administration Building - CP16F1
  - Task Order #: 2016-16
  - Purchase Order #: 67682
  - Total Costs for Design-Build Project Delivery - $145,619
  - Change Orders not to exceed 5% - $7,281
- Satellite Fire Station 1 - CP16F2
  - Task Order #: 2016-14
  - Purchase Order #: 67486
  - Total Costs for final design, permitting and construction phase tasks - $103,324
  - Change Orders not to exceed 5% - $5,167
- Satellite Fire Station 2 - CP16F3
  - Task Order #: 2016-15
  - Purchase Order #: 67485
  - Total Costs for final design, permitting and construction phase tasks - $154,206
  - Change Orders not to exceed 5% - $7,711

Staff requests approval of the corrected information detailed above and the attached Resolutions requesting City Manager approval of change orders not to exceed 5% of the total costs of the purchase orders.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

- Fire Station Headquarters/Administration Building (CP16F1)
  - Task Order #: 2016-16
  - Purchase Order #: 67682
  - Total Costs for Design-Build Project Delivery - $145,619
  - Change Orders not to exceed 5% - $7,281
- Satellite Fire Station 1 (CP16F2)
  - Task Order #: 2016-14
  - Purchase Order #: 67486
  - Total Costs for final design, permitting and construction phase tasks - $103,324
  - Change Orders not to exceed 5% - $5,167

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- Satellite Fire Station 2 (CP16F3)
  - Task Order #: 2016-15
  - Purchase Order #: 67485
  - Total Costs for final design, permitting and construction phase tasks - $154,206
  - Change Orders not to exceed 5% - $7,711

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A

Amount Requested	$ 423,308
Account Number	_301-3580-519-62-00
Account Name	_Capital Projects - Buildings

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

PREVIOUS ACTION:

Agenda # 15-573 was approved at the December 8, 2015 Council Meeting for two fire stations. Agenda # 15-608 was approved at the January 12, 2016 Council Meeting for the third fire station

RECOMMENDED MOTION:

Council approval to make the necessary changes to the Resolutions created in the previous agendas for the Fire Department Projects to correct the station number, project number and contingency amount for change orders.

RESOLUTION NO. 2016-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE FIRE STATION HEADQUARTERS/ADMINISTRATION BUILDING – CP16F1 IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL PLUS A CONTINGENCY OF 5 % THAT WILL BE SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on February 23, 2016 the City Council authorized the City Manager to proceed with the **Fire Station Headquarters/Administration Building – CP16F1** subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the **Fire Station Headquarters/Administration Building – CP16F1, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $145,619 budgeted by the City Council for the project plus a contingency of 5% ($7,280.95) that will be set aside for the project.** This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on February 23, 2016.

_____

Henry U. Parrish, III, Mayor

ATTEST:

_____

Carie Shealy, CMC, City Clerk

RESOLUTION NO. 2016-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE SATELLITE FIRE STATION 1 – CP16F2 IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL PLUS A CONTINGENCY OF 5 % THAT WILL BE SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on February 23, 2016 the City Council authorized the City Manager to proceed with the **Satellite Fire Station 1 – CP16F2** subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the **Satellite Fire Station 1 – CP16F2, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $103,324 budgeted by the City Council for the project plus a contingency of 5% ($5,166.20) that will be set aside for the project.** This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on February 23, 2016.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, CMC, City Clerk

RESOLUTION NO. 2016-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE SATELLITE FIRE STATION 2 – CP16F3 IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL PLUS A CONTINGENCY OF 5 % THAT WILL BE SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on February 23, 2016 the City Council authorized the City Manager to proceed with the **Satellite Fire Station 2 - CP16F3** subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the **Satellite Fire Station 2 – CP16F3, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $154,206 budgeted by the City Council for the project plus a contingency of 5% ($7,710.30) that will be set aside for the project.** This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on February 23, 2016.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, CMC, City Clerk

Legislation Details (With Text)

File #:	16-48	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	2/8/2016			**In control:**	City Council
On agenda:	2/23/2016			**Final action:**	
Title:	Authorize the City Manager to finalize the modified Equal Employment Opportunity Plan and authorize the City Manager or designee to execute the EEO Certification letters to the Office of Civil Rights for submittal along with the Equal Employment Opportunity Plan. (Administrative Services)				
Sponsors:					
Indexes:	EEO, staffing				
Code sections:					
Attachments:	EEOP 2015 - final.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 9, 2016
Agenda Date: February 23, 2016
Prepared By: Gina Maxwell, Human Resources Manager
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Authorize the City Manager to finalize the modified equal employment opportunity plan and authorize the City Manager or designee to execute the EEO Certification letters to the Office of Civil Rights for submittal along with the Equal Employment Opportunity Plan.

BACKGROUND:

As evidence of intent to comply with basic policies and procedures necessary for effective uniform and judicious enforcement of equal employment opportunity standards, in 1979 the City of Cocoa adopted an Affirmative Action Plan. Following an update in 1984, the City reaffirmed its policy to ensure equal opportunity in employment and approved its Equal Employment Opportunity Plan effective April 23, 1996.

On October 2013, the City of Cocoa applied for and received grants on a fiscal year basis from the Department of Justice, Office of Justice Programs and Office of Civil Rights, under the Victims of Crime Act (VOCA), and the Edward Byrne Memorial Justice Assistance Grant (JAG) programs. As a recipient of these grants, the City is required to develop and maintain an Equal Employment Opportunity Plan and to comply with the utilization reporting requirements, as applicable.

In order to comply with the certification requirements, the City shall update and certify the Equal Employment Opportunity Plan reaffirming its policy to ensure equal opportunity in employment for all persons and to provide employment, placement, training, and promotional opportunities without

regard to race, color, religion, national origin, ethnicity, age, gender, marital status, pregnancy, disability, veteran status, genetics or any other legal protected characteristic or meritorious factor. The City shall promote full realization of equal opportunity through a continuing affirmative action program as applicable.

The attached draft EEOP is substantively substantially complete, but is still being reviewed and finalized by the City Attorney's Office. Therefore, Staff is requesting that the City Manager be authorized to approve a final version of the EEOP based on the City Attorney Office's final comments and revisions prior to executing the EEO certification letters.

STRATEGIC PLAN CONNECTION:

By having a formal EEO Plan the City will be able to increase the City's applicant pool of diverse qualified candidates. Having a diverse workforce will increase innovation and creativity among the City. Moreover, enforcing the City's EEO Plan will in turn ensure employees are treated with equal treatment and will help retain qualified employees for long tenure.

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	N/A

PREVIOUS ACTION:

The City last approved an equal employment opportunity plan effective April 23, 1996, and authorized the Acting City Manager and the Police Chief to execute the EEO certification letters from the Department of Community Affairs for submittal to DCA along with the Equal Employment Opportunity Plan.

The City formerly updated its affirmative action plan in 1984, following initial adoption of an affirmative action plan by City Council in 1979.

RECOMMENDED MOTION:

Authorize the City Manager to finalize the modified equal employment opportunity plan and authorize the City Manager or designee to execute the EEO Certification letters to the Office of Civil Rights for submittal along with the Equal Employment Opportunity Plan.

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COCOA
FLORIDA

City of Cocoa

Equal Employment Opportunity Plan

2015

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I. Equal Employment Opportunity Plan Policy Statement

It is the continuing policy of the City of Cocoa, State of Florida, to afford equal opportunity for all of its employees and applicants for employment.

The City recognizes the value of diversity and is committed to continue to recruit, hire, train and promote persons based on merit in all job classifications without regard of race, color, religion, national origin, ethnicity, age, gender, marital status, pregnancy, disability, veteran status, genetics, and/or any other legally protected characteristic in hiring, transfer, promotion, discharge, pay, fringe benefits, job training, classification and/or any other aspect of employment.

Employees or applicants who have questions about the City's Equal Employment Opportunity Policy or who have complaints of unequal treatment are advised to contact the Administrative Services Director or designee at City Hall, 65 Stone Street, Cocoa, Florida 32922, or by telephone (321) 844-8440.

_____
Henry U. Parrish, III
City Mayor

_____
John Titkanich, Jr., AICP
City Manager

II. Purpose and Objective

The purpose of this Equal Employment Opportunity (EEO) Plan of the City of Cocoa is to outline its practices and procedures and the City's good faith effort to help ensure equal employment opportunities within City government.

The equal employment opportunity objective of the City is to achieve, within a reasonable period of time and to the extent possible, an employee profile which is an appropriate reflection of the relevant labor market availability, with respect to race, sex and other protected groups in each major job category.

This objective calls for achieving full utilization of qualified minorities, women and members of other protected groups at all levels of City government employment, and the absence of discrimination in employment because of race, color, religion, national origin, ethnicity, age, gender, marital status, pregnancy, disability, veteran status, or genetics. The objective also calls for a work environment free from discrimination.

The major focus of the City's efforts to reach the stated objectives will be through the implementation of this Plan. An integral part of the Plan is the goals designed to change the employment profile in those areas where there may have been underutilization of minorities, women and members of other protected groups, without discrimination against qualified individuals who are not members of any protected group.

The City is striving toward achievement of the full realization of the stated objectives through a continuous procedure of monitoring and reporting. It should be emphasized that the City's EEO Plan is a plan of inclusion rather than exclusion.

This Plan seeks to address the need to protect all individuals from the discrimination prohibited by non-discrimination laws. This Plan is designed to use the least restrictive programs.

No employee or witness shall be retaliated against because of having filed an internal complaint, or a complaint with an outside agency, or for having voiced opposition to an act believed to be discriminatory, or for having cooperated in an investigation of a discrimination complaint.

The Plan will be reviewed periodically to evaluate its effectiveness and relevance to existing conditions and provide adjustments and revisions as may be necessary.

III. Definitions

The following words and terms, when used in the EEO Plan, shall have the following meanings, unless the context clearly indicates otherwise:

A. ADVERSE IMPACT - Discrimination resulting from neutral employment policies and practices which are applied consistently to all employees and applicants, but which disproportionately affect, in an unfavorable manner, minorities or members of other protected groups. Adverse impact is justifiable when there is a clear legitimate business necessity for the practice which cannot be achieved by less restrictive means.

B. COMPLAINT - A report of alleged discrimination to the Administrative Services Director or designee. The complaint does not always have to be in writing and the charging party does not have to be identified, but no formal investigation shall be conducted without a written complaint which provides sufficient information upon which to initiate the investigation. A formal investigation and any corrective action(s) can only result from a written complaint. The complaint shall contain enough information to permit a complete investigation.

C. DISABLED INDIVIDUAL - An individual who: (1) has a physical or mental impairment which may limit one or more of the individual 's major life activities, (2) has a record of such an impairment, or (3) is regarded as having such an impairment.

D. DISCRIMINATION - Any act or failure to act, impermissibly based in whole or in part on a person's race, color, religion, sex, national origin, age, physical or mental handicap, and/or reprisal that adversely affects privileges, benefits, working conditions, results in disparate treatment, or had a disparate impact on employees or applicants.

E. DISPARATE TREATMENT - When an employer intentionally excludes individuals from an employment opportunity on the basis of a protected

status, i.e., race, color, religious creed, national origin, ancestry, sex, age, marital status (except pursuant to the provisions of Florida Statutes governing nepotism), or disability which does preclude the performance of the essential functions of the job with reasonable accommodation(s) provided as necessary in the context of a similar employment situation, without legitimate non-discriminatory reasons.

F. EQUAL EMPLOYMENT OPPORTUNITY - A working environment in which employment decisions affecting applicants for employment and employees at all levels are based on individual merit and ability to perform a given job, without regard to race, color, religion, national origin, ethnicity, age, gender, marital status, pregnancy, veteran status, ,genetics, or disability which does not preclude the performance of the essential functions of the job, with reasonable accommodation(s) provided as necessary.

G. GOALS - A flexible projection of the desired representation of minorities, women and members of other protected groups in the work force. Goals are suggested targets rather than mandatory quotas. Goals relate to desired conditions in the work place as a result of good faith efforts to achieve all objectives of the EEO Plan.

H. KEY POSITIONS - A category of jobs targeted for special attention under the EEO Plan. Key positions are determined by comparing the actual work force composition to the availability in the relevant labor market by the following job categories: Officials/Administrators, Professionals, Technicians, Protective Service Workers, Para-professionals, Administrative Support, Skilled Craft Workers and Service/Maintenance Workers.

I. LABOR FORCE AVAILABILITY - The number or percent of employable persons within the relevant labor market area with required skills and qualifications utilized by the City.

J. MINIMUM REPRESENTATION (MR) - A numerical indicator reflecting minimum objectives for the work force within a given race, · sex or other protected group based on the current availability in the relevant labor market.

K. MINORITY – The smaller part of a group. A group within a country or state that differs in race, religion or national origin from the dominant group. According to EEOC guidelines, minority is used to mean four particular groups who share a race, color or national origin.

L. PARITY - A condition in which the composition of the City's work force reflects, to the extent possible, the make-up of the labor force availability of the community it services.

M. PROTECTED GROUP - A group of persons denominated by race, color, religious creed, national origin, ancestry, sex, age, marital status or disability.

N. RELEVANT LABOR MARKET AREA - The percent of employable persons in the labor force of the City's labor market area with the required employment skills needed by the City in each major job category.

O. TEST - Any selection standards, including any paper and pencil measure, or performance measure, used as a basis for any employment decision but not including seniority rights. These guidelines apply, for example, to ability tests which are designed to measure eligibility for hiring, placement, transfer, training, promotion, referral, or retention.

P. UNDERUTILIZATION - Having fewer members of a protected group in particular job categories than would reasonably be expected by their labor force availability and other relevant factors.

Q. UTILIZATION ANALYSIS - A comparison, by race and sex of all permanent employees, of skills needed in the City with the availability of the same skills in the relevant labor market.

R. WORK FORCE - The number of all regular employees employed by the City.

S. WORK FORCE ANALYSIS - The computation of the number of positions in each job category by race, sex and other protected groups by job classification.

IV. Responsibility

It is the responsibility of each supervisory level employee of the City of Cocoa to encourage minority and female parity in employment and maintain an environment conducive to sound human relations through personal example. All executive, management, and supervisory staff are encouraged to take an active and/or supportive role in both the planning and implementation of the EEO Plan.

To successfully assure that no barriers to affirmative action and equal employment opportunity exist, it must be one that is a product of total commitment and input from all levels to be affected. Therefore, the following individuals have specific responsibility for implementation:

A. THE CITY COUNCIL

1. The City Council shall be responsible for adopting and supporting the equal employment opportunity policy including an action plan, as applicable, to achieve the objectives.

B. THE CITY MANAGER

1. The City Manager shall be responsible for the successful execution of the City's Equal Employment Opportunity Plan to further affirmative action objectives using City resources and employees.

2. The City Manager shall specify those categories targeted as key for improvement by each department, office and group and notify department directors and division managers of such determinations and their responsibilities in the successful implementation of the EEO Plan.

C. THE ADMINISTRATIVE SERVICES DIRECTOR

Under the guidance of the City Manager, the Administrative Services Director or designee, shall have the following responsibilities:

1. Shall serve as the City's EEO Officer and provide guidance and assistance to other officials in the interpretation and administration of the City's EEO Plan.

2. Guide the development of policy statements and internal and external communication techniques.

3. Obtain all relevant data on activity with regard to appointments, promotions, and transfers in City departments.

4. Provide oversight, through the classification description process, to ascertain and remove all artificial barriers that may exist in job class descriptions which tend to discriminate against protected classes and to actively recruit protected classes for non-traditional positions.

5. Assist other management and supervisory personnel in the identification of problem areas and the development of solutions to implement equal employment opportunity.

6. Participate in the preparation and distribution of such educational materials as may be necessary to adequately inform all employees of their rights and responsibilities as provided in the plan, including the directives used by the City Manager.

7. Maintain all employment applications, in accordance with the general records retention schedule for State and Local Government agencies.

8. Coordinate the development and implementation of ongoing training programs for executive, managerial and supervisory personnel to ensure understanding of the EEO Plan and their responsibilities thereunder.

9. Assist line management in arriving at solutions to EEO problems, when they are discovered.

10. Keep the City Manager and management informed of the latest developments and requirements in the entire EEO area.

11. Review and recommend modifications as necessary to the EEO Plan, including goals for hiring and promoting minorities, women and members of other protected groups and recommend means for accomplishing such goals.

12. Disseminate and administer the City's policy on equal employment opportunity.

13. Identify existing and potential EEO problem areas and develop and recommend solutions to implement equal employment opportunities; advise departments of the ongoing effectiveness of their affirmative action efforts.

14. Analyze the recruitment and selection process and develop recommendations that will address the hiring and promotion of minorities, females, and members of other protected groups.

15. Develop and monitor a review process of the appointment and promotion of qualified individuals to those job categories which have been identified as key positions throughout various departments and divisions.

16. Maintain all statistics and data relative to labor market availability and appropriate census data.

17. Audit employment practices and procedures to ensure compliance with the City's employment policies.

18. Conduct a continuous review of classification descriptions to ensure job relatedness and eliminate factors that would have an adverse impact' on minorities, females and members of other protected groups.

19. Counsel all employees expressing any EEO concerns and take appropriate steps to correct any problems discovered.

20. Serve as the liaison for various Federal, State and local enforcement agencies, community groups, and minority/female organizations.

D. EEO COORDINATORS

1. The Human Resources Division Manager may designate an EEO Coordinator to assist in meeting EEO/AA goals and objectives, monitor progress, and keep management informed of progress and recommend remedial action. EEO Coordinators shall consult with the Human Resources Division Manager in matters

related to the EEO policy and action plans to review and correct problem areas.

E. DEPARTMENT DIRECTORS AND DIVISION MANAGERS

1. The department directors and division managers are responsible for implementing the EEO Plan and action plans to meet the objectives of eliminating any barriers within their respective departments and divisions. They shall cooperate with the Human Resources Division Manager in the identification of problem areas and establishing necessary action steps to meet objectives. Department directors and division managers shall inform their subordinate management and supervisory staff of the EEO policy and action plans to meet these objectives and evaluate their performance based no their good faith effort in ensuring compliance with the EEO Plan.

V. Policy Dissemination

A. INTERNAL POLICY DISSEMINATION

1. The City's Equal Employment Opportunity policy statement shall be included in the City's Employee Handbook.

2. The City's EEO Plan shall be discussed at new employee orientation sessions, including where complaints should be submitted.

3. The City's Equal Employment Opportunity policy statement will be displayed on the internet site, bulletin boards and other areas where employees or applicants have access to review the policy. Copies of the EEO Plan shall be available in the Human Resources Division.

4. All supervisory employees shall become thoroughly familiar with the City's EEO Plan. Training sessions on the EEO Plan shall include a statement from the City Manager reaffirming the administrative support of the program. In addition, supervisory responsibility for the program's effectiveness will be detailed in the training sessions.

5. The City's EEO Plan shall be communicated to all City employees and union officials and be made available to the public.

6. City publications which feature photos of groups of City employees shall include pictures of both minorities and non-minorities, women and members of other protected and non-protected groups. Promotions, transfers, hires, etc. of full-time employees will be published in the City's newsletter.

7. Management and other employees engaged in employment, placement, training, transfer or promotion processing shall receive training on applicable state and federal EEO laws.

8. The EEO Plan will be discussed with executive, management and supervisory employees during division or departmental meetings.

B. EXTERNAL POLICY DISSEMINATION

1. Inform all recruiting sources, in writing, of the City's EEO Policy.

2. Send written notification of the EEO Policy to all subcontractors, vendors, and suppliers requesting their support of the principles embodied in the Policy.

3. All employment advertisements will always carry the Equal Employment Opportunity clause. Prospective employees will be informed of the EEO Policy. The City's Human Resources Division will advertise job opportunity announcements in the company website.

C. EQUAL EMPLOYMENT OPPORTUNITY POSTERS

Any posters required by Title VII, Fair Labor Standards Act, Americans with Disabilities Act, etc., concerning equal employment, age discrimination, equal pay and the disabled shall be displayed in a location such as bulletin boards in City facilities.

VI. Equal Employment Practices and Procedures

EQUAL EMPLOYMENT PRACTICES AND PROCEDURES FOR DISABLED PERSONS

A. PROPER CONSIDERATION OF QUALIFICATIONS

The EEO Officer shall periodically review the City's employment procedures to assure equal consideration of the job qualifications of the applicants to fill job vacancies either by hiring or promotion and to receive all training opportunities offered or available. The recruitment and selection process of the City bases all employment decisions on the qualifications and experience of the candidates as related to the minimum requirements of the job description. This consideration is without regard to disability status.

B. PHYSICAL AND MENTAL QUALIFICATIONS

Human Resources shall review with line management and supervisors all physical and mental job qualification requirements to ensure that such requirements are job related, consistent with business necessity, and essential to performance of the job.

Information obtained from an applicant or employee, subsequent to a conditional offer of employment, concerning a physical or mental condition shall be kept confidential, except that:

1. Supervisors and managers may be informed regarding possible accommodations to be made or restrictions of work duties.

2. An employee's supervisor(s) may be informed when and to what extent, if appropriate, any condition might require emergency treatment.

3. Government officials investigating compliance with the EEO laws will be provided documentation which is focused and designed to produce information relevant to the investigation.

C. REASONABLE ACCOMMODATION

The City shall make reasonable accommodations for the physical and mental limitations of employees or applicants, to the extent that such accommodation does not impose an undue hardship on the conduct of City business.

The following factors shall be utilized to assess the reasonableness of an accommodation:

1. The overall size of the program with respect to the number of employees, number and type of facilities and size of budget.

2. The type of operation, including the composition and structure of the work force.

3. The nature and cost of the accommodation needed.

Undue hardship would exist if physical or mental limitations of employees or applicants would require assigning other employees to perform many of the position's duties or would require a modification of the essential requirements of the position.

The City shall make every reasonable effort to utilize buildings that are easily accessible for disabled persons, including access to restroom facilities and mobility requirements within the buildings.

D. COMPENSATION

In offering employment or promotions to disabled persons, the City will not reduce the amount of compensation offered because of any disability income, pension, or other benefit the applicant or employee receives from other sources.

VII. Complaint Resolution Procedures

A. INITIAL COMPLAINT

It shall be the objective of the City to resolve complaints of discrimination and/or disparate treatment of members of the protected groups on an informal basis by involving the immediate supervisor, or next level supervisor, if the complaint is made against the immediate supervisor. The EEO Officer or Administrative Services Director, and/or the Human Resources Division Manager, shall be responsible for handling complaints of discrimination at the early stages by counseling employees in matters of discrimination in employment, disparate treatment, adverse impact, sexual harassment, etc., and by advising or assisting management in the complaint resolution process before a formal grievance is filed by an employee.

B. COMPLAINT PROCEDURE

It is the intention of the City to implement such EEO practices, including the Title VI Complaint Procedures outlined on the following page, so that employee relations problems will be appropriately resolved in-house. However, employees should note that nothing in the City's Equal Employment Opportunity Plan or Complaint Procedures precludes an employee from initiating a discrimination complaint, at any time, with any outside civil rights agency, nor are time limits for such agencies waived by any provisions or procedures contained herein.

1. All complaints shall include:

- Name, address and contact number of the person making the complaint;
- Names, addresses and contact numbers of witnesses;
- A narrative or statement describing the alleged violation of Title VI, including date and time of
- the alleged violation and City program or facility where the alleged violation occurred; and

- Any other documentation that may provide an additional explanation or identification of the alleged violation.

Note: Alternative means of filing complaints, such as personal interviews or a recording of the complaint will be made available for persons upon request.

2. All complaints shall be filled no later than 180 days from the date of the alleged discrimination.
3. Within fifteen (15) calendar days after receipt of the complaint, the EEO Officer will meet with the complainant to discuss the complaint and possible resolution.
4. Within thirty (30) calendar days of the meeting, Human Resources staff will complete an investigation of the allegations and respond in writing to the person who filed the complaint. The response will explain the position of the City and offer options for substantive resolution of the complaint.
5. The person who filed the complaint may appeal the written response if it does not satisfactorily resolve the issue. Appeals must be submitted in writing to the City Manager within fifteen (15) calendar days after receipt of written response.

VIII. Utilization

A. UTILIZATION STUDY

The City shall annually prepare a utilization study which shall contain an analysis of all major job groups in the City with an explanation showing if minorities or women are currently being underutilized in any one or more job groups. In preparing a utilization analysis, such analysis shall be conducted separately for minorities and women. In determining whether minorities are being underutilized in any job group, any department, office or organization group shall consider all of the following factors:

1. Minority and female availability for the City's relevant labor market area.
2. The percentage of minority and female employees in the City

work force as compared with the availability of minorities and females in the relevant labor market area.

3. The general availability of minorities and females having requisite skills and qualifications in the relevant labor market area.

4. The availability of promotable and transferable minorities and women within the City.

EMPLOYMENT DATA AS OF September 30, 2015																				
FULLTIME EMPLOYEES																				
JOB CATEGORIES	MALE										FEMALE									
	Caucasian		African American		Hispanic		Asian Or Pacific Islander		American Indian or Alaska Native		Caucasian		African American		Hispanic		Asian or Pacific Islander		American Indian or Alaska Native	
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
OFFICIALS ADMINISTRATORS	8	88.9%	1	11.1%	0	0.0%	0	0.0%	0	0.0%	6	75.0%	0	0.0%	1	12.5%	1	12.5%	0	0.0%
PROFESSIONALS	26	89.7%	2	6.9%	1	3.4%	0	0.0%	0	0.0%	12	75.0%	2	12.5%	2	12.5%	0	0.0%	0	0.0%
TECHNICIANS	26	89.7%	2	6.9%	1	3.4%	0	0.0%	0	0.0%	9	90.0%	0	0.0%	1	10.0%	0	0.0%	0	0.0%
PROTECTIVE SERVICES	62	71.3%	9	10.3%	8	9.2%	1	1.1%	7	8.0%	8	100.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
PARA-PROFESSIONALS	4	100.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	4	100.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
ADMINISTRATIVE SUPPORT	8	72.7%	1	9.1%	2	18.2%	0	0.0%	0	0.0%	39	78.0%	6	12.0%	5	10.0%	0	0.0%	0	0.0%
SKILLED CRAFT	68	84.0%	7	8.6%	5	6.2%	0	0.0%	1	1.2%	0	0.0%	1	100.0%	0	0.0%	0	0.0%	0	0.0%
SERVICE MAINTENANCE	43	61.4%	22	31.4%	2	2.9%	3	4.3%	0	0.0%	2	40.0%	3	60.0%	0	0.0%	0	0.0%	0	0.0%

B. UTILIZATION ANALYSIS

The utilization analysis shall be conducted by comparing the City's current work force composition with the availability of Caucasians, African Americans, Hispanics, and other protected groups in the relevant labor market. The first analysis will compare the current utilization in the City's work force of members of both genders in each group compared with the relevant labor market availability. The second analysis will compare the current utilization in the City's work force of females in each group compared with the relevant labor market.

The statistics will be followed in the utilization analysis of the City's current work force composition by department, division or organization group. Only those job classifications which are currently filled in each organization group will be contained in the utilization analysis.

The utilization analysis will compare, by job category, the current work force composition of the City with the relevant labor market availability to determine whether the City's composition is below or above the availability of protected classes in the relevant labor market.

LABOR FORCE BY MINORITY STATUS FROM CENSUS 2010
BREVARD COUNTY

RACIAL/ETHNIC CATEGORY	2010 Population	Civilian Labor Force	Employed	Unemployed	Unemployment Rate
White non-Hispanic	450,927	207,085	190,050	15,165	7.3%
Black non-Hispanic	54,799	22,860	19,955	2,360	10.3%
Hispanic	43,943	19,960	17,785	1,915	9.6%
Asian non-Hispanic	11,349	5,915	5,570	265	24.1%
NHOPI non-Hispanic	514	195	180	15	7.7%
AIAN non-Hispanic	2,118	1,100	1,015	65	1.1%
B&W-NHIS	4,132	610	485	125	64.1%
Asian&Wh-NHIS	3,031	1075	1020	55	5.0%
AIAN&Wh-NHIS	2,377	905	815	85	13.9%
AIAN&Blk-NHIS	N/A	65	55	10	0.9%
Bal. 2+ Races, NHIS	N/A	1370	1245	110	12.2%
Female **	277,134	100,809	100,080	729	0.7%

** Includes all races

NOTE: Sum of detail may not equal totals due to rounding.

Source: Census 2010 - Residence Data Results (http://factfinder2.census.gov/)

Local Labor Market Data from Census 2010
Residence Data Results by Occupational Category Compared to City of Cocoa Employment

		Labor Market vs. City of Cocoa											
		MALE					FEMALE						
		Caucasian	African American	Hispanic	Asian Or Pacific Islander	American Indian or Alaska Native	Caucasian	African American	Hispanic	Asian or Pacific Islander	American Indian or Alaska Native	Total Female	Total Both Genders
OFFICIALS ADMINISTRATORS	COCOA	8	1	0	0	0	6	0	1	1	0	8	17
	LBR MKT	16,600	700	1,015	360	150	9,880	810	645	205	40	11,580	30,405
PROFESSIONALS	COCOA	26	2	1	0	0	12	2	2	0	0	16	45
	LBR MKT	22,060	710	1,460	1,210	45	19,960	1,685	1,655	640	40	23,980	49,465
TECHNICIANS	COCOA	26	2	1	0	0	9	0	1	0	0	10	39
	LBR MKT	3,660	465	365	150	0	3,505	545	310	165	0	4,525	9,165
PROTECTIVE SERVICES	COCOA	62	9	8	1	7	8	0	0	0	0	8	95
	LBR MKT	3,860	340	380	35	0	1,330	205	100	0	25	1,660	6,275
PARA-PROFESSIONALS	COCOA	4	0	0	0	0	4	0	0	0	0	4	8
	LBR MKT	8,621	395	609	454	16	7,866	749	659	271	13	9,558	19,653
ADMINISTRATIVE SUPPORT	COCOA	8	1	2	0	0	39	6	5	0	0	50	61
	LBR MKT	19,205	2,010	1,750	280	15	36,435	3,705	3,390	940	145	44,615	67,875
SKILLED CRAFT	COCOA	68	7	5	0	1	0	1	0	0	0	1	82
	LBR MKT	19,385	2,000	1,850	295	135	1,655	225	190	75	0	2,145	25,810
SERVICE MAINTENANCE	COCOA	43	22	2	3	0	2	3	0	0	0	5	75
	LBR MKT	26,675	4,405	3,455	670	380	20,985	4,500	3,140	1,010	105	29,740	65,325
TOTAL NUMBER	COCOA	245	44	19	4	8	80	12	9	1	0	102	422
	LBR MKT	120,066	11,025	10,884	3,454	741	101,616	12,424	10,089	3,306	368	127,803	273,973

*For comparison purposes, only. Two or more races data not included.

C. EMPLOYMENT GOALS CRITERIA

In determining the level of employment goals the Administrative Services Director shall utilize the following criteria:

1. The utilization analysis.

2. Goals shall not consist of rigid and inflexible quotas which must be met, but shall be targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire equal employment opportunity plan work.

3. Anticipated expansion, contraction, and turnover of the work force shall be considered when establishing timetables to meet goals and commitments.

4. The City shall establish and set forth, where necessary, specific goals separately for each protected group deemed.

5. Such goals, with supporting data and the analysis thereof, shall be a part of the City's written Equal Employment Opportunity Plan.

IX. Job Categories

(As defined by the Equal Employment Opportunity Commission)

A. OFFICIALS AND ADMINISTRATORS

Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency 's operations, or provide specialized consultation on a regional, district or area basis.

B. PROFESSIONALS

Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge.

C. TECHNICIANS

Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training.

D. PROTECTIVE SERVICE WORKERS

Occupations in which workers are entrusted with public safety, security and protection from destructive forces.

E. PARAPROFESSIONALS

Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually require less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of staff development and promotion under a "New Careers" concept.

F. ADMINISTRATIVE SUPPORT

Occupations in which workers are responsible for internal and external communications, recording and retrieval of data and/or information and other paperwork required in an office.

G. SKILLED CRAFT WORKERS

Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs.

H. SERVICE MAINTENANCE

Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery.

X. Affirmative Action Goals and Accomplishments

A comparison of the City's current work force with the relevant labor market indicates underutilization equivalent to one or more positions in the occupational categories as outlined below.

It is the goal of the City over the grant project period to increase representation in each of these categories as follows:

JOB GROUP	MALE					FEMALE				
	Caucasian	African American	Hispanic	Asian Or Pacific Islander	American Indian or Alaska Native	Caucasian	African American	Hispanic	Asian or Pacific Islander	American Indian or Alaska Native
OFFICIALS ADMINISTRATORS			✓	✓			✓			
PROFESSIONALS		✓	✓	✓			✓	✓	✓	
TECHNICIANS		✓	✓	✓			✓	✓	✓	
PROTECTIVE SERVICES		✓	✓	✓						
PARA-PROFESSIONALS		✓	✓	✓			✓	✓	✓	
ADMINISTRATIVE SUPPORT				✓					✓	
SKILLED CRAFT							✓	✓	✓	
SERVICE MAINTENANCE								✓	✓	

This will be accomplished by directing outreach efforts in advertising positions for external hire with minority/female agencies to attract qualified applicants from all segments of the available labor market, utilizing valid screening methods to assure that consideration for employment is based only on merit factors, and implementing the other components of the Plan of Action outlined herein. Additionally, the City has recently hired a Human Resources Division Manager to oversee the recruitment and selection process with emphasis on affording equal employment opportunity to all segments of the available labor force.

In other occupational categories, the City's utilization substantially meets or exceeds the labor market availability.

This equal employment opportunity plan will be reviewed on a continuing basis and will be modified periodically.

New Hires
10/01/2014 to 09/30/2015

NEW HIRE DATA 10/1/2014 TO 09/30/2015																				
FULLTIME EMPLOYEES																				
JOB CATEGORIES	MALE										FEMALE									
	Caucasian		African American		Hispanics		Asian Or Pacific Islander		American Indian or Alaska Native		Caucasian		African American		Hispanics		Asian or Pacific Islander		American Indian or Alaska Native	
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
OFFICIALS ADMINISTRATORS	1	50.0%	1	50.0%	0	0.0%	0	0.0%	0	0.0%	1	33.3%	1	33.3%	1	33.3%	0	0.0%	0	0.0%
PROFESSIONALS	5	83.3%	0	0.0%	1	16.7%	0	0.0%	0	0.0%	2	66.7%	0	0.0%	1	33.3%	0	0.0%	0	0.0%
TECHNICIANS	3	42.9%	3	42.9%	1	14.3%	0	0.0%	0	0.0%	2	66.7%	0	0.0%	1	33.3%	0	0.0%	0	0.0%
PROTECTIVE SERVICES	4	50.0%	1	12.5%	2	25.0%	1	12.5%	0	0.0%	1	100.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
PARA-PROFESSIONALS	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	1	100.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
ADMINISTRATIVE SUPPORT	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	13	92.9%	0	0.0%	1	7.1%	0	0.0%	0	0.0%
SKILLED CRAFT	4	66.7%	0	0.0%	2	33.3%	0	0.0%	0	0.0%	0	0.0%	1	100.0%	0	0.0%	0	0.0%	0	0.0%
SERVICE MAINTENANCE	8	33.3%	12	50.0%	2	8.3%	2	8.3%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
TOTAL																				

Employment Actions
10/01/2014 to 09/30/2015

EMPLOYMENT ACTIONS 10/1/2014 TO 09/30/2015																				
FULLTIME EMPLOYEES																				
EMPLOYMENT ACTIONS	MALE										FEMALE									
	Caucasian		African American		Hispanic		Asian Or Pacific Islander		American Indian or Alaska Native		Caucasian		African American		Hispanic		Asian or Pacific Islander		American Indian or Alaska Native	
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
PROMOTIONS	17	81	2	9.5	1	4.8	1	4.8	0	0	3	100	0	0	0	0	0	0	0	0
TRANSFERS	3	100	0	0	0	0	0	0	0	0	1	50	1	50	0	0	0	0	0	0
TERMS VOLUNTARY	16	76.2	1	4.8	2	9.5	2	9.5	0	0	10	100	0	0	0	0	0	0	0	0
TERMS INVOLUNTARY	9	64.3	5	35.7	0	0	0	0	0	0	6	85.7	0	0	1	14.3	0	0	0	0
RETIREMENT	8	80	2	20	0	0	0	0	0	0	5	100	0	0	0	0	0	0	0	0

XI. Plan of Action

This EEO Plan is a results-oriented program designed to increase, where needed, minority, female or members of other protected groups participation in the City's work force. "Good-faith efforts" will continue in support of the City's objectives. Described below are some of the procedures the City will utilize in its plan of action.

A. RECRUITING

1. The City will actively seek qualified minorities, females and members of other protected groups for employment. In order to improve recruitment and increase the flow of minority and female applicants, the Human Resources Division will regularly contact local minority/female organizations and local, state and federal employment agencies. The weekly job opportunity bulletin of position openings for external applicants will be sent to minority, female and disabled persons' agencies in order to recruit qualified candidates from the protected classes. The City's EEO Officer will inform recruiting sources verbally and/or in writing at least annually of the City's Equal Employment policy and maintain a file of sources notified and acknowledgements received.

B. EMPLOYMENT AND SELECTION

1. The minority and gender identification of the candidate applicant pool will be reviewed periodically to assure that that the selection process is not adversely impacting the City’s ability to meet its EEO goals.

2. All employees engaged in hiring and promotion decisions shall be trained to assure non-discrimination in decision making. The hiring and promotion results made by individual employees shall be reviewed periodically to ensure that non-discrimination is a fact.

3. The City will not use any non-valid screening mechanism that will have an adverse impact on minorities, females and members of other protected groups. All screening mechanisms used will be for purposes of determining an individual's suitability for the particular job sought or to meet other lawful purposes.

4. The City's employment application will contain a notice that the City is an EEO employer.

5. Job position descriptions will be reviewed to ensure essential functions are identified, minimum qualifications are stated and essential requirements of the position are established to be in compliance with the Americans with Disabilities Act.

C. PROMOTIONS

All promotion request applications of employees shall be reviewed by the Human Resources Division to assure that qualified individuals are given equal consideration and opportunities for being upgraded, promoted and/or transferred. Where additional training and experience would be helpful in order to meet minimum position description requirements for advancement, counseling may be provided to assist employees. Employee skills, ability, education, training and appropriate certifications will be considered in making promotional decisions.

D. TRAINING FOR ADVANCEMENT

Members of underrepresented groups shall be given equal access to developmental training designed to enhance an employee's ability to assume positions of greater responsibility.

E. COMMUNITY ACTION

The City will continue efforts to establish and maintain good working relationships between the City and the community. This will enable minority, female and disabled communities to be informed of employment opportunities within the City. Working toward positive relationships will result in creating mutual respect and cooperation.

F. OTHER

A copy of the Equal Employment Opportunity policy statement signed by the City Mayor and the City Manager shall be posted in a conspicuous area visible to all employees, such as bulletin boards around the City, and at the Human Resources Division.

The Administrative Services Director, or designee, shall be available on request to speak with any employee concerning work related problems of discrimination or unequal treatment.

G. EXIT INTERVIEWS

Any employee separating from City employment will be given an exit interview, conducted by the Human Resources Division. The interview will include, among other matters, a discussion of the employee's perception of equal employment opportunity in City government and any comments the employee has regarding this subject.

XII. Internal Audit and Reporting

The City will take steps to measure its objective of achieving, within a reasonable period of time, an employment profile with respect to protected groups in each major job classification.

The City will prepare a hiring and separation report by job categories that includes race and sex designation.

An analysis will be conducted of work force participation and distribution, in organization groups, for minorities, females and other protected groups.

The City will review the effectiveness of programs designed to assist in obtaining its goals and objectives.

The City will also conduct an analysis of merit reviews, promotions, transfers, disciplinary actions, terminations and exit interviews of minorities, females and other protected classes to determine whether or not disparate treatment or adverse impact exists. Job advertisements, recruitment, referral and employment records, in addition to training, educational and supervisory development programs, will be reviewed to ensure participation of protected class employees.

Legislation Details (With Text)

File #:	16-63	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	2/11/2016			**In control:**	City Council
On agenda:	2/23/2016			**Final action:**	
Title:	Approve the three-year contract between the City of Cocoa and the Laborers' International Union of North America (LIUNA) Local 678 Union for the contract term October 1, 2015 to September 30, 2018. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	Labor, labor union, Laborers' International Union of North America, LIUNA, Union, wage				
Code sections:					
Attachments:	Summary of Changes.pdf LIUNA Contract 10-1-15 to 9-30-18.pdf PROPOSED REVISED LIUNA Contract 10-1-15 to 9-30-18 (020116).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 11, 2016
Agenda Date: February 23, 2016
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, City Manager
Requested Action:
Approve the three-year contract between the City of Cocoa and the Laborers' International Union of North America (LIUNA) Local 678 Union for the contract term October 1, 2015 to September 30, 2018.

BACKGROUND:

The City of Cocoa and the Laborers' International Union of North America (LIUNA) Local 678 Union worked together through negotiations for a new labor agreement and now have finalized a three-year contract effective October 1, 2015 to September 30, 2018. The City's negotiation team included Administrative Services Director Tammy Gemmati as chief negotiator, City Manager John Titkanich, Assistant City Manager Matt Fuhrer, Finance Director Teri Butler, Utilities Director Jack Walsh, and Public Works Director Ed Wegerif. LIUNA's Business Manager Ben Basora and Chief Steward Frank Palmieri were the main representatives from LIUNA.

Negotiation meetings started on June 24, 2015 and concluded August 21, 2015 when a tentative agreement was met. LIUNA held a ratification vote on August 26 which by majority votes the contract was declined. On September 30, 2015 another meeting was held between the parties with the City's Labor Attorney Jeff Mandel serving as chief negotiator. The parties were unable to come to a new tentative agreement and LIUNA declared impasse.

Over the next several months, as the impasse hearing was formally filed with the Public Employee Relations Commission and the proceedings were being coordinated, a few additional meetings were held between the parties in the effort to form an agreement. A new tentative agreement was reached on February 1, 2016 and the agreement was ratified by the Union on February 10, 2016.

The agreement (Article 14) allows a three percent (3%) wage increase for each fiscal year (FY2016, FY2017, FY2018) on October 1 of each year. For the current fiscal year of 2016, the three percent (3%) will be applied retroactively to October 1, 2015, and shall be paid within 30 days of Council approval. In order to be eligible for the annual wage increase, bargaining unit members must be employed prior to June 1 to be eligible for a wage increase in the ensuing fiscal year.

Additionally as part of this new agreement, the City is implementing a new pay plan (Appendix B) for LIUNA. This pay plan adjusts the minimums and maximums for all positions, as recommended under the compensation study. For this current wage increase, bargaining unit members hired before June 1 will be brought to the new pay grade minimum or receive a three percent (3%) wage increase, whichever is greater. Members hired on June 1 or after will be brought to the new pay grade minimum, if applicable.

Effective October 1, 2015, the City agreed to absorb the cost of the Core Plan increase for FY 2016 for all General Employees and negotiated this benefit in Police and Fire Union contracts. Since the negotiations between the City and LIUNA contract were not finalized at that time and status quo was applied, the current language did not allow for the City to absorb the increase. Therefore, LIUNA members with dependent Core coverage had to bear the higher health rates. The revised contract language in Article 15 allows the City to revise their benefit rates to match the other employee benefit classifications. Also, any contributions paid at the higher rate will be returned to the LIUNA member.

The complete contract is attached that shows the new and revised language. Also, a summary of all contract changes is attached to help explain the revisions.

STRATEGIC PLAN CONNECTION:

Employees - Having a three-year contract in place enables stability in the workplace. Additionally, annual wage increases committed for three years will also help retain a qualified workforce and build strong labor/management relations.

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A

Items are budgeted by applicable Department/Division accounting lines

PREVIOUS ACTION:

At a regular City Council Meeting on July 8, 2014, Council approved the contract revisions and wage adjustments for the Laborers' International Union of North America (LIUNA) Local 678 Union.
At a regular City Council Meeting on July 9, 2013, Council approved the wage reopener of the Laborers' International Union of North America (LIUNA) Local 678 Union.
At a special City Council Meeting on September 21, 2010, Council approved a three-year collective bargaining agreement between the City of Cocoa and Laborers' International Union of North America (LIUNA) Local 678 Union.

RECOMMENDED MOTION:
Approve the three-year contract between the City of Cocoa and the Laborers' International Union of North America (LIUNA) Local 678 Union for the contract term October 1, 2015 to September 30, 2018.

City of Cocoa/LIUNA
Summary of Contract Changes
October 1, 2015 - September 30, 2018

Article 2 – Union Security and Check-Off	2.2 - $.05 union dues assessment will be removed.
Article 6 – Union Stewards and Union Representation	6.2 – Additional Union Steward will be added.
Article 7 – Union Business	7.10 - Establish a time pool to be used for Union functions or sponsored training. Leave hours will be donated by LIUNA members.
Article 8 – Grievance Procedure	8.3 – STEP four section revised to put timeline on arbitration submission.
Article 9 – Discipline and Discharge	9.1 – Language clean up to administrative leave. Time limit placed on investigation process. 9.3 – Progressive discipline timeline revised.
Article 13 – Hours of Work and Overtime	13.4 – Employees on standby status will not lose standby pay when called back to work.
Article 14 – Wages	14.1 – 3% wage increases each year of contract (FY16, FY17, FY18). This year's increase will be applied retroactively to 10/1/15 for those hired before June 1, 2015. Members hired after June 1 will be brought to new pay plan minimum, if applicable. 14.2 – Language clean-up on Cert pays and CDL; repayment expanded to certificates obtained.
Article 15 – Health and Welfare	15.1 - City will absorb cost of core plan increase for FY2016. Members that paid higher dependent Core coverage will have additional premium returned through payroll processing.
Article 16 – Bereavement	16.2 – Additional family status added for death of relatives in household
Article 17 – Safety and Health	17.2 – Shoe allowance changed to November. Shoe allowance that was in June will count for FY16.
Article 20 – Time Off for Voting	20.2 - Time off for voting will not be allowed unless early voting and absentee voting terms are changed.
Article 23 – Probationary Period for Employees	23.6 – Employees in a probationary status are not eligible for promotional or voluntary transfers.
Article 26 – Promotional Vacancies	26.1/2 – Promotional submittal process language updated 26.3 – Voluntary demotion pay adjustment change
Appendix B- Classification and Pay Plan	Revised Pay Plan: Accounting Clerk – Reclassified to General Non-Union Janitorial Attendant – Reclassified to Union Updated job titles that are current and removed old positions that are vacant

Refer to LIUNA Contract effective 10/1/2015-9/30/2018 for full details.

AGREEMENT

between

THE CITY OF COCOA, FLORIDA

(The City)

and

LOCAL 678

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

AFL-CIO

(The Union)

EFFECTIVE

October 1, 2015

through

September 30, 2018

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PREAMBLE

This Agreement is entered into as of October 1, 2015, between the City of Cocoa, hereinafter referred to as the City, and Laborers' International Union of North America (AFL-CIO) (LIUNA) Local 678, hereinafter referred to as the Union. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly and peaceful means of resolving any differences or misunderstandings which may arise, and to set forth basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other terms and conditions of employment. There shall be no individual arrangement contrary to the terms provided. Either party shall be entitled to require specific performance of the provisions of this Agreement. It is understood that the City of Cocoa is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general wellbeing of the public and both parties recognize the need of continuous and reliable service to the public.

ARTICLE 1 UNION RECOGNITION

1.1 The City recognizes the Union as the exclusive collective bargaining representative for those employees that the Union is authorized to represent (see Appendix B for those positions included in the bargaining unit) for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

1.2 It is further understood and agreed that the International Representative or Business Manager of Laborers' International Union of North America Local 678, or an alternate, will be the official spokesperson for the Union in any matter between the Union and the City. Any alternate designated by the Business Manager shall be designated in writing and the period of time covered by such designation shall be included in such written designation.

ARTICLE 2 UNION SECURITY AND CHECK-OFF

2.1 The City will make available to all employees in the bargaining unit a copy of this Agreement.

2.2 Upon receipt of a written authorization from an employee covered by this Agreement, the City will deduct from the employee's pay the amount owed to the Union by such employee for dues. It is understood that this provision will provide for regular deductions per pay period. The City will remit to the Union dues deductions of members within thirty (30) days of each payday. The City's remittance will be deemed correct unless the Union gives written notice to the City within thirty (30) days after a remittance is received, of its belief, with reasons stated therefore, that the remittance is incorrect. All Union dues shall be collected by the City by payroll deduction and paid to the Union in the above manner. Written notice of changes in the Union membership dues rate will be sent by certified mail to the City signed by the authorized officer(s)

of the Union, at least thirty (30) days in advance of the effective date of such change.

2.3 No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after other deductions, are less than the amount of dues to be checked off.

2.4 Any employee may withdraw membership in the Union upon sixty (60) days written notice to the Union and the Human Resources Division.

2.5 The Union will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City regarding any check-off of Union dues.

2.6 The City shall provide the Union, upon request, a complete roster of the bargaining unit including name, address, telephone number, classification, and current pay rate. The City shall furnish the Chief Steward and Business Agent a copy of the City Personnel Policies, including any and all changes thirty (30) days prior to their implementation if the changes therein affect bargaining unit employees.

ARTICLE 3 MANAGEMENT SECURITY/NO STRIKE

3.1 Neither the Union nor any of its officers, agents, or any employees covered by this Agreement will instigate, promote, sponsor, engage in or condone any strike or intentional interruption of the operations of the City during the term of this Agreement. Management shall have the right to discharge or otherwise discipline for just cause, any or all employees who violate the provisions of this paragraph.

ARTICLE 4 MANAGEMENT RIGHTS/EMPLOYEE RIGHTS

4.1 Except as specifically abridged, delegated or modified by the provisions of this Agreement, the City has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

A. Determine the purpose and organizational structure of each of its constituent agencies.

B. Exercise control and discretion over the organization and efficiency of its operations.

C. Set minimum performance standards for service to be offered to the public.

D. Change, modify or alter the composition and size of the workforce, including the right to lay off and/or relieve employees from duties because of lack of work, funds, or other legitimate reasons.

E. Determine the location, methods, means and personnel by which operations are to be conducted.

F. Transfer, assign, schedule employees in positions within the organizational structure of the City.

G. Change or modify the number, types, and grades of positions or employees assigned to an organization, unit, division, department, or project.

H. Decide the scope of the service.

I. Hire, examine, classify and/or otherwise determine the criteria and standards of selection for employment.

J. Fire, demote, suspend or otherwise discipline employees for just cause.

K. Test employees pursuant to the provisions contained in this Agreement.

L. Promote and/or otherwise establish criteria and/or procedures for promotions.

M. Recall employees.

N. Determine the starting and quitting time and the number of hours and shifts to be worked, including emergency call-ins for hurricanes, storms, etc.

O. Determine the allocation and content of job classifications; and formulate and/or amend job descriptions, with a copy to be provided to the Union prior to implementation.

P. Determine training parameters for covered positions, including persons to be trained, extent and frequency of training, with reasonable accommodation to provide equitable distribution of training opportunities.

Q. Merge, consolidate, expand, curtail, transfer, contract and/or subcontract work for legitimate reasons or discontinue operations, temporarily or permanently, in whole or in part.

R. Create, expand, reduce, alter, combine, assign, or cease any job.

S. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement.

T. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any shift or work location.

U. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment.

V. Carry out the mission and responsibility of the City in unusual and/or emergency situations.

W. Exercise those rights and powers which are incidental to the rights and powers

enumerated above.

4.2 The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the City. Any of the rights, powers, and authority that the City had prior to entering into this collective bargaining agreement are retained by the City.

4.3 Employee Rights. The exercise of the above rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on terms and/or conditions of employment.

4.4 An employee covered by this Agreement shall have the right to join or refuse to join in Union activity without interference, coercion, intimidation by management or any other employee of the City, or by the Union.

4.5 All employees have the right to union representation in meetings with management when questioning relates to an investigation, when there is reasonable expectation that disciplinary action may result, and during grievance hearings.

4.6 All employees have the right to be notified by the City of any hazardous waste, toxic chemicals, or substances in his/her employment which may endanger or cause death to the employee or members of his/her immediate family.

4.7 All employees have the right to a fair hearing and resolution of grievances without fear of discharge, threat or reprisal, or discrimination because the employee has filed an appeal, grievance charges, or given testimony against the City or another employee, regardless of status.

4.8 All employees have the right to file valid claims for compensation or to attempt to claim compensation under the Workers' Compensation Act without fear or threat, intimidation or coercion by reason of such claim.

ARTICLE 5 SPECIAL MEETINGS

5.1 The City and the Union agree to meet and confer on matters of interest upon written and/or email request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written and/or email request and at a time and place mutually agreeable to both parties. The Union shall have the right, at these special meetings, to recommend to the City corrections to any inequities known to the Union. Informal meetings may be held at any time upon verbal agreement of the Union and the City.

5.2 In the event either party desires to modify a certain article contained in this Agreement, by mutual consent, a letter of agreement may be drafted and signed by the parties to supersede said article or provision.

5.3 Union Stewards may meet for two (2) hours a month at a predetermined time and place during working hours to discuss City issues to determine if a special meeting with the City is needed. The purpose of the stewards meeting is to help improve communications in the City.

ARTICLE 6 UNION STEWARDS AND UNION REPRESENTATION

6.1 The City recognizes and shall deal with all accredited Union Stewards and any other officer listed in Article 1.2 of this Agreement in all matters relating to grievances and interpretation of this Agreement.

6.2 The employees covered by this Agreement shall be represented by six (6) area Stewards who represent the following department/division:

No. Stewards	Division/Area
1	Public Works Department
1	Dyal Plant
1	Sellers
1	Water Field Operations/Collections
1	Chief Steward
1	City Hall

The Chief Steward mentioned above is assigned by the Business Manager. A written list of the Union Stewards shall be furnished to the City prior to the effective date of their assuming duties of office. The Union shall notify the City of any changes of such Union Stewards. No Union Steward will be granted time off from his or her job for the purpose of grievance handling unless such notification has been received.

The City recognizes the Union's designated Chief Steward's responsibilities to the members. In addition, the Chief Steward, or designee, may serve as an alternate for any area Steward due to vacation, leave of absence, extended sick leave, or if the Steward is absent or otherwise not available.

6.3 Officials of the Union designated by Article 1.2 of this Agreement may, with proper notification, be admitted to the property of the City. An Official of the Union as designated in Article 1.2 shall be able to talk with the employees before or after regular working hours or during lunch hours on City property in accessible areas so designated by the City. With proper authorization, which will not be unduly withheld, the Union representative will be admitted during working hours.

ARTICLE 7 UNION BUSINESS

7.1 This Article outlines the duties and responsibilities of Union Stewards in performing their functions as recognized Union representatives. In those cases which cannot be resolved

otherwise, Union Stewards shall be granted reasonable time off during working hours, without loss of pay, to investigate and settle grievances on the job site which is within their jurisdiction, upon notifying and securing verbal permission from a member of management of the Union Stewards and the grievant. If a steward fails to obtain permission to leave and/or enter the job site as outlined in this section, he/she will be subject to disciplinary action. Such permission shall be granted without unnecessary delay unless the Union Steward or grievant is performing duties requiring his or her immediate attention, as determined by the superintendent or designee. At no time will a Union Steward be paid overtime for performing Union business. If permission cannot be immediately granted, the City will arrange to allow investigation of the grievance at the earliest possible time.

7.2 Stewards are responsible for grievance handling within their respective work areas. If it is necessary for a Steward from another work area to represent an employee in a grievance, such substitution will be in lieu of the area Steward. In no case will more than one (1) Steward participate in/represent a grievance unless mutually agreed to in advance by the City and the Union.

7.3 Members of the Union negotiating team will be allowed time off with pay for negotiation meetings which occur during the employees regular work hours, work shift, or work day. No regular or overtime (premium) pay will be authorized for time spent in negotiations beyond the Steward's normal work day.

7.4 Union Stewards shall be members of the bargaining unit who have satisfactorily completed their probationary period.

7.5 It is agreed that all Union Stewards have productive work to perform as assigned by the City. The parties agree that each will cooperate with the other in reducing to a minimum the

actual time spent by the Union Stewards in investigating, presenting, and adjusting grievances or disputes. Solicitation of any and all kinds by the Union, including the solicitation of grievances and membership, shall not be engaged in during working hours. No general Union Membership meetings shall be held on the City's time.

7.6 Union Stewards are subject to all City rules regarding the conduct of the employees of the City.

7.7 While on leave of absence for disciplinary reasons, no employee shall function as a Union Steward.

7.8 When it is necessary for a Union Steward to enter an area other than the Union Steward's own work area for the purpose of conducting Union business authorized by this Agreement, the Union Steward shall notify a member of management of that area of the Union Steward's presence and the nature of the Union Steward's business. Such circumstances should only occur if the department's Union Steward or alternate Union Steward are unavailable or absent.

7.9 In order to minimize loss of productivity, Stewards are expected to avoid any unreasonable or unnecessary time away from their work for the purpose of representation/settlement of grievances. Any allegations by the City which indicate that a Union Steward or Union Representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Human Resources Division for discussion with the Union's Business Manager or designee. The Human Resources Division shall have the right to require the Union to refrain from such excessive time spent performing the activities specified in this section.

7.10 The City, whenever possible, when business requirements are not impacted and there is not a financial impact to the City, shall grant approval for union business leave for any Union

Steward or other designees of the Union to attend union functions or sponsored training. Leave hours used will be charged from an established LIUNA Time Pool. Members may donate hours to the time pool for use. The maximum number of hours which may be accumulated in the pool under this Article is one hundred (100) hours. Leave hours may be charged to this time pool with agreement of the respective Department Manager and Human Resources Manager. At the end of the fiscal year of this Agreement, unused LIUNA Time Pool hours will be carried over.

ARTICLE 8 GRIEVANCE PROCEDURE

8.1 A grievance, within the meaning of this Agreement, shall be defined as a dispute regarding the interpretation and/or application of a specific clause of this Agreement arising during the period of time expressly covered by this Agreement.

Members of the bargaining unit will follow all written and verbal directions given by supervision. Compliance with such directions will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. Newly hired probationary employees do not have recourse through the grievance and arbitration procedure.

No grievance will or need be entertained or processed, unless prepared in writing in the manner described herein and unless filed in the manner provided herein within the time limit prescribed herein. Employees are encouraged to meet informally with their supervisor to attempt to resolve the issue and may request union representation prior to filing a written grievance.

All grievances must be delivered to the Human Resources Division on the approved Grievance Form (see Appendix A) and contain all appropriate, original signatures.

8.2 Rules of Grievance Procedure:

A. At any step of the grievance procedure, nothing shall be construed to prevent any bargaining unit employee from presenting, at any time, his/her own grievances and having such grievances adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the collective bargaining Agreement then in effect.

Should the employee proceed on his own, all costs ordinarily attributable to the Union shall be the responsibility of the employee.

If an employee covered by this Agreement files a grievance without Union representation, the Union shall have the right to be notified of such grievance, hearing dates and to have its Steward or Representative present during the hearing. In such cases, the Union shall be furnished with a copy of the written grievance and the City's response to the grievant at each step of the grievance procedure.

B. A written grievance with original signatures shall be dated and signed by the aggrieved employee and the Union representative presenting it. All grievances advancing beyond Step 2 must be delivered to the Human Resources Division on the approved Grievance Form (see Appendix A) and contain all appropriate, original signatures. A written decision to the employee shall also be forwarded to the Union representative and shall be dated and signed by the appropriate City representative.

C. When a written grievance is presented, the City shall acknowledge receipt by signing and dating same.

D. A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to answer within the time limits set forth in any step will entitle the grievant to proceed to the next step. If the grievant is

satisfied with the City's response at any step, the grievance will not be processed further by the grievant.

E. All written grievances must include:

1. A complete statement of the grievance and facts upon which it is based.

2. The remedy or correction requested.

3. The specific section or sections of this Agreement and/or Personnel Policies claimed to have been violated.

4. Original signature of grievant and date submitted.

F. The City is not required to process any grievance which does not include all required information.

G. At any step of the grievance procedure, the grievant may request that a Union Steward be present and a designee may be appointed to act on behalf of the City official responsible at that step.

8.3 PROCEDURE

STEP 1: The grievant shall discuss the grievance with his/her Superintendent/ Division Manager or designee within five (5) working days of the aggrieved employee's and/or Union's knowledge of the occurrence of the action giving rise to the grievance. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The Superintendent/Division Manager or designee shall reach a decision and communicate it both orally and in writing to the grievant within five (5) working days from the date of the meeting.

STEP 2: If the grievance is not resolved informally, and as outlined in Step 1, the grievant, within five (5) working days, may submit the original, written grievance, to the Department Director or designee. The grievance shall indicate that it was discussed with the

Superintendent/Division Manager or designee. The grievance shall include all written responses. The Department Director or designee shall investigate the grievance and shall have a meeting with the employee, the Union representative, other employees, members of the public, witnesses, and/or supervision, etc., as deemed necessary. The Department Director or designee shall notify the employee and the Union representative of the decision, both orally and in writing, within five (5) working days following the meeting or completion of the investigation, whichever is later.

STEP 3: If the grievance is not settled at the second step, the Union representative and/or grievant may present the original written grievance, with all prior responses attached thereto, to the Human Resources Division for review by the City Manager within five (5) working days of issuance of the decision of the Department Director or designee in Step 2. The City Manager, or designee, shall meet with the employee, the Union representative, supervision/management, and other parties as deemed necessary, to discuss the grievance within ten (10) working days of receipt of the grievance. The City Manager, or designee, shall issue a written decision to the employee and the Union representative within ten (10) working days after the hearing.

Termination of any employee covered by this Agreement shall permit the terminated employee or Union representative, if the Union representative is serving at the employee's request, to initiate and appeal the termination, at the third step as provided in this Section; i.e., to the City Manager or designee within five (5) calendar days of receipt of the notice of termination.

STEP 4: If the grievance is not satisfactorily settled in Step 3, the Union must notify the City Manager of the intent to arbitrate and their submittal to the Union's E-Board for arbitration approval by the grievant providing written notice to the City Manager within ten (10)

working days of receipt of the decision of the City Manager or designee. The final decision to arbitrate shall be provided to the City Manager within forty-five (45) calendar days of the City Manager's Step 3 response. Within ten (10) days of the Union's notification, the Union shall request a panel from the Federal Mediation and Conciliation Service (FMCS). Within fourteen (14) calendar days of receipt of the panel, the parties shall select an arbitrator by alternate striking of names, with the grievant striking first. The parties shall also have the option of agreeing upon the name of an arbitrator in lieu of selecting an arbitrator from the names on the panel. Each party has the right to request one (1) new panel of arbitrators prior to striking. Hearings before the arbitrator shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to, and/or detract from the terms of this Agreement.

1. Awards or settlements of grievances by the impartial arbitrator will not be retroactive unless specifically determined to be retroactive by the arbitrator.
2. The settlement of a grievance by the City Manager at any step, and the terms contained herein, shall not have any prospective binding effect on the City unless specifically agreed to by the parties in writing.
3. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto, nor shall the award directly or indirectly change, modify, or ignore any of the terms of this Agreement.

The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, which is not a grievance as defined in this Article, or which is not specifically covered by this Agreement. The arbitrator shall confine himself or herself exclusively to the contract issue which is presented to the arbitrator.

The arbitrator must limit consideration to the facts, allegations, and relief requested in the written grievance submitted at Step 2 and may not consider any issue or relief not requested in the written grievance, or which does not meet the definition of a grievance as set forth herein.

4. The party filing the grievance and requesting arbitration shall, at all times, have the burden of proving that any action taken by the non-grieving party violated a specific provision of this Agreement. The arbitrator's decision will be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in Circuit Court. The parties agree that the standard of review of the arbitrator's decision shall be whether the record evidence established that the grieving party met its burden of proving that the action taken by the non-grieving party violated a specific provision of this Agreement.

5. All claims for back wages shall be reduced by any unemployment compensation and interim earnings that the grievant may have received during the period involved.

6. The provisions herein shall control the proceedings of any grievance or arbitration pending on the effective date of the Agreement.

7. Each party shall bear the expense of its own witnesses and its own legal representatives. The fees and expenses of the arbitrator shall be borne equally by the parties. Any party requesting a copy of the transcription of the arbitration hearing shall bear the cost of same.

8. Copies of the award of the arbitrator made in accordance with the jurisdiction authority under this Agreement shall be furnished to both parties within thirty (30) days of the hearing.

8.4 Grievances filed by the Union:

A. Only the Union's Business Manager and/or Chief Steward may file a grievance in the name of the Union, or as a class action.

B. A grievance filed by the Union may be initiated at Step 3. If the grievance is not satisfactorily resolved between the Business Manager and/or the Chief Steward and the City Manager, or designee, the grievance may be submitted for arbitration under the provisions of Step 4 above.

ARTICLE 9 DISCIPLINE AND DISCHARGE

9.1 Management shall have the right to discipline, demote, or terminate a bargaining unit member for just cause. The employee will be furnished with a written statement of charges of the alleged offense(s). Such statement of charges shall cite the specific section(s) of this Agreement and/or City Personnel Policies claimed to be violated. The employee shall have reasonable time to prepare for a defense against the charges and shall be afforded due process. Discipline shall normally be administered within five (5) working days of the alleged offense(s),

or knowledge thereof, unless the employee is notified in writing that disciplinary action may be taken, pending completion of an investigation regarding the allegations.

In cases requiring an investigation, disciplinary action will not be taken until the conclusion of the investigation. An employee may be placed on administrative leave, with or without pay, during an investigation, if it is determined to be in the best interest of the City. In no case will an administrative leave with pay exceed forty (40) hours. With the exception of criminal investigations, the normal investigation should not take more than two weeks for completion. An extension may be requested in writing, as needed.

The City reserves the right to immediately suspend an employee without pay, without notice, when it is determined by the City that the employee's continued presence constitutes a threat or hazard. However, the employee must be notified within three (3) working days of charges.

In the event the employee receives written notification that termination is recommended, the employee may, within five (5) working days of receipt of the notice, contact Human Resources to request a pre-termination hearing or file a grievance. At no time may an employee request a pre-termination hearing and later file a grievance on the matter. The pre-termination hearing shall be conducted by the City Manager or designee and the Human Resources Manager or designee within ten (10) working days of receipt of the employee's request. At the pre-termination hearing, the employee will be given the opportunity to respond to the allegations. An employee may request the presence of a Union Steward at the hearing, and the Steward may speak on behalf of the employee in response to the allegations. Within ten (10) working days after this hearing, the City Manager shall render a written decision regarding the employee's status.

9.2 Employees shall have the right to review their personnel files upon request. Employees shall have the opportunity to submit a written statement responding to any reprimands which will be or are entered in their personnel file. Employees shall receive a copy of disciplinary documents placed within their personnel file.

9.3 Discipline in an employee's personnel file shall be used in progressive discipline against the employee as follows: verbal warning for one (1) year, written reprimand for two (2) years, and a suspension for three (3) years. Discipline actions involving harassment or workplace violence not resulting in termination can be used in progressive discipline for five years from date of occurrence.

9.4 Normally, progressive disciplinary action (verbal warning, written reprimand, suspension without pay and termination) will be followed. However, the nature and seriousness of an employee's offense will be of primary importance and could result in suspension or termination without previous verbal or written warnings.

Verbal warnings are for a minor or infrequent offense in which the employee is counseled concerning the behavior or work performance and advised regarding necessary improvement.

A written reprimand is for an employee who has failed to respond to a verbal warning or for a more serious offense in which a verbal warning is deemed insufficient for the offense.

A suspension without pay is used as a disciplinary action when a written reprimand has not resulted in a satisfactory change in the employee's conduct or when a written reprimand is deemed insufficient for the offense.

Discharge may be imposed when previous disciplinary actions have failed to bring a satisfactory change in conduct or when lesser action is deemed insufficient for the offense.

ARTICLE 10 VACATIONS

10.1 Employees shall accrue vacation based on their anniversary date in accordance with the following schedule:

Years of Service	Vacation
1-3	80 hours
4-10	96 hours
11-15	120 hours
16 and over	176 hours

10.2 Vacation shall be earned during the first year of employment. Employees completing six (6) months of service are entitled to use their accrued vacation.

10.3 Vacation requests will be considered in the order in which they are submitted to management. Vacation requests must be submitted by the employee in writing and approved in advance by the appropriate member of management. Division seniority shall be considered only when two or more vacation requests are submitted at the same time for the same days off, i.e., pre-approved vacations cannot be revoked by a later vacation request by a more senior employee. The City will make every effort to authorize the vacation request of the employee consistent with the requirements of its operations. No vacation leave shall exceed thirty (30) working days per calendar year unless authorized by the City Manager or unless authorized in conjunction with Family and Medical Leave.

10.4 When accumulated sick leave has been exhausted for an absence under Family and Medical Leave, the employee will use accrued vacation leave, to the extent available, for the remainder of the Family and Medical Leave.

10.5 The Union and City strongly encourage each employee to take vacation in the year earned. Upon resignation [provided the employee submits and works a two (2) week notice] early, normal, or disability retirement, or death, an employee who has completed at least six (6) months of service, or an employee who is laid off regardless of service, will be paid unused vacation leave up to the number of hours the employee may earn in a twenty-four (24) month period. Employees who are terminated by the city for just cause will not receive payment for any accrued vacation.

10.6 Approved vacation may be used as it is earned after completion of the first six (6) months of employment or within twenty-four (24) months from the date earned. Any vacation leave not used within twenty-four (24) months from date earned will be considered forfeited and lost, except when an employee has been denied use of vacation leave because of the needs of the City. The City Manager may extend the period during which vacation leave may be used.

10.7 When a holiday falls within an employee's scheduled vacation period, the holiday shall be paid as holiday pay and will not be charged to the employee's vacation leave.

ARTICLE 11 HOLIDAYS

11.1 The following holidays are authorized for employees covered under this bargaining agreement:

A. New Year's Day (January 1)

B. Martin Luther King, Jr.'s Birthday (3rd Monday in January)

C. President's Birthday (3rd Monday in February)

D. Memorial Day (last Monday in May)

E. Independence Day (July 4)

F. Labor Day (first Monday in September)

G. Veteran's Day

H. Thanksgiving Day

I. The day after Thanksgiving Day

J. Day before or the Day after Christmas Day as established by the City Manager annually

K. Christmas Day (December 25)

11.2 Employees who do not work on a holiday will receive straight time holiday pay for the number of hours equal to their regularly scheduled shift for that day. An employee who performs work on a holiday will receive overtime pay for all hours worked plus straight time based on the regularly scheduled shift for holiday pay (excludes stand-by and call-ins).

11.3 A permanent, full time employee shall receive payment for any paid holiday unless:

A. The employee is on any unpaid leave of absence, no-pay suspension, or is on layoff on the day the City observes the holiday.

B. The employee is scheduled to work the holiday and does not report to work.

C. The employee is scheduled to work on the last regular day preceding the holiday or the next regular work day following the holiday and does not report for work, or does not work the entire shift, unless on approved vacation, or excused by the employee's supervisor for an approved medical absence (sick leave), which may require a physician's statement verifying the employee was seen by the physician on the/or before the date of absence, treatment prescribed and employee was medically unable to work on date of absence.

11.4 When any of the holidays established herein occurs on a Sunday, the following Monday

shall be observed as the holiday; when any holiday occurs on a Saturday, the preceding work day shall be observed as the official holiday.

For those employees covered by this Agreement whose regular work week includes Saturday and/or Sunday, holidays falling on a Saturday or a Sunday shall be observed by such employee on the actual day of occurrence.

ARTICLE 12 SICK LEAVE

12.1 Employees shall accrue one (1) day of sick leave per month provided they have worked a minimum of ten (10) days in the month. New employees shall begin to accrue eight (8) hours sick leave per month as of the first full pay period of employment, provided the employee works a minimum of ten (10) days per month. New employees may not use any accrued sick leave until satisfactory completion of the initial six (6) months of probation, unless the necessity for the absence has been verified by a physician's statement. Sick leave shall not count as time worked for overtime eligibility for the purpose of computing eligibility.

12.2 SICK LEAVE MAY BE USED FOR THE FOLLOWING REASONS:

- Legitimate illness of employee.
- Serious health condition of spouse, child(ren), or employee's own parent(s) with a serious health condition, in accordance with the provisions of the Family and Medical Leave Act.
- Routine illness of spouse or children.
- Non-job related accident/injury preventing performance of employee's duties; or to supplement Workers' Compensation wage benefits in the event of a compensable on-the-job injury/accident provided the combined income from Workers' Compensation

wage benefits and sick leave does not exceed 100% of regular gross pay.

- Scheduled medical, dental, psychological, psychiatric, optical, chiropractic, or Employee Assistance Program (EAP) appointment, treatment, or examination; or rehabilitation or therapy for alcoholism, drug addiction, or other addictive condition of employee.

  In order to receive sick leave pay for an absence which exceeds three (3) days within a thirty (30) day period, medical certification from a doctor may be required to verify illness. The three (3) days do not have to be consecutive.

12.3 PERSONAL LEAVE USAGE

Employees are allowed to use two (2) work days of accrued sick leave (the number of hours depending upon the employees' normal work schedule), each fiscal year for personal business reasons. Requests for personal leave must be approved in advance by supervision. If an employee does not use the allowed personal leave during the fiscal year, the unused hours are maintained in the sick leave balance. Unused personal leave hours are not carried over into a subsequent fiscal year for additional personal leave use. If an employee records on the weekly time sheet personal leave use in excess of the amount authorized each fiscal year, the excess number of hours will automatically be charged to accrued vacation, if available, or will be "no pay".

12.4 All employees are required to personally notify their supervisor or designee within one (1) hour of their scheduled reporting time on the first day and each succeeding day of absence due to illness. Shift workers are required to report absence due to illness at least two (2) hours prior to the start of the shift. Notification of absence can be made by someone other than the

employee only if the employee is incapacitated. Documentation/verification of incapacity may be required by management.

In order to assure that employees are able to timely provide notification of absence as required herein, management will provide appropriate telephone numbers (home, pager, cellular telephones) of management.

12.5 Absences charged to sick leave will be subject to investigation, as deemed appropriate by management. The employee will furnish adequate explanation of his/her illness to supervision to determine if sick leave is to be paid. An employee may be subject to disciplinary action for excessive use of sick leave as determined by the City.

The City may require any employee to undergo a medical examination by an assigned medical doctor at any time to ascertain whether the employee is physically and mentally capable of performing any and all duties required of his classification. This examination will be conducted on City's time and at City's expense.

12.6 Sick leave will be charged only against an employee's regular work day, and shall not be charged for absences occurring on pre-arranged overtime work days, unscheduled call-in overtime days or holidays for which the employee was scheduled to work.

12.7 An employee on temporary, total disability confirmed by competent medical authority because of an occupational disability and who is receiving Worker's Compensation benefits may elect to receive a supplemental sum equal to the difference between the employee's wages and compensation benefits, but such supplemental sum shall be deducted from accrued sick leave and vacation leave credits. When sick leave and vacation leave accruals have been exhausted, the employee if still on temporary disability, will receive only Workers' Compensation benefits.

Under no circumstances will an employee receive full pay for sick leave and Workers' compensation wage benefits.

12.8 Sick leave may not be taken during the notice period for resignation, except for legitimate illnesses and/or in increments of less than one day. Any time used in excess of eight (8) hours must be accompanied by a doctor's note.

12.9 The City reserves the right to implement or not implement a sick incentive program based on budgetary restraints.

12.10 PAYMENT OF SICK LEAVE UPON TERMINATION, RETIREMENT, DEATH

The following provisions apply to payment of accumulated sick leave upon termination, retirement or death.

1. Upon termination of employment with the City in good standing [resignation with two (2) weeks' notice, layoff, disability retirement or early retirement] subsequent to completion of at least sixty (60) months consecutive service, employees will be paid 25% of accrued sick leave, up to a maximum payment of 720 hours. Employees who are discharged for cause/misconduct or who terminate for any reason prior to sixty (60) months consecutive employment are not eligible for any payment of sick leave.
2. Upon normal retirement from the City (provided the employee has at least ten (10) years' continuous service) which is simultaneous with termination and as defined by the retirement plan of which the employee is a member, an employee will be paid 66 2/3% of accrued sick leave, up to a maximum payment of 720 hours.

3. In the event of the death of an employee, payment of accrued sick leave to the employee's beneficiary/estate will be in accordance with the provisions outlined above, with amount of payment based on length of service (i.e. if employee was eligible for normal retirement on the date of his death, accrued sick leave will be paid in the same manner as for normal retirement).

4. The use of sick leave to extend the employee's termination date, i.e., in order to receive a 100% of accumulated sick leave is prohibited.

12.11 Employees who fail to comply with rules and regulations governing the use of sick leave will not be paid for those days of absence and will also be subject to disciplinary action.

ARTICLE 13 HOURS OF WORK AND OVERTIME PAYMENT

13.1 The purpose of this Article is to define hours of work, but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided herein.

13.2 The normal work week will be forty (40) hours in a seven (7) calendar day period.

13.3 Except where otherwise specified herein, overtime will be paid at time and one-half (1 ½) the employee's regular pay rate for all hours worked in excess of forty (40) hours of actual work in a scheduled work week. Work schedules will not be changed without five (5) working days notice. Bereavement leave and advanced scheduled vacation are considered time worked for overtime calculations provided each were requested and approved in the previous work week. Sick leave will not be considered as time worked for overtime calculations.

13.4 An employee called back to work due to standby status, or an emergency shall earn a

minimum of three (3) hours call back pay which is considered time worked for overtime calculations. An employee does not receive three (3) hours call-back pay for each call back in a work day. If an employee is called back more than once (1) in a work day and his total time is less than three (3) hours, the employee will receive a minimum of three (3) hours call back pay. An employee on standby status will receive credit for one (1) hour per day Monday through Friday, and two (2) hours per day for Saturday, Sunday or holiday which counts as time worked for the purpose of computing overtime.

13.5 A City Division requiring workers to be available for emergency work, standby work or overtime work shall initiate and post a format for scheduling workers for duty or availability. If an employee is required to continue work beyond the normal work day then Article 13.3 shall apply. If an employee has been dismissed or released from the work day and is called out to work that same day, then the employee shall be credited with a minimum of three hours of work towards overtime. Only one call out credit can be received during a twenty-four (24) hour period. All work shall be credited towards overtime including up to one-half (½) hour between receiving a call or page and reporting for work. Call out time ends when the employee is dismissed or released by the supervisor at the City work location. The three-hour minimum is not in addition to hours worked, but is considered included in hours worked.

The City may furnish cellular phones, beepers, or require the employee to have a telephone as a condition for being on standby status.

13.6 No employee may authorize overtime for himself or herself but shall be entitled to receive payment for overtime as authorized by management.

Overtime work shall be distributed equitably among employees in a particular job classification within a particular organizational unit as far as the character of the work permits.

Although temporary imbalances in the equitable distribution of overtime may occur, departmental management shall make its best efforts to distribute overtime fairly and equitably over an extended period of time. Departmental management shall maintain overtime records, and shall make information concerning overtime available upon request to a Union Steward of the department.

13.7 Overtime payments shall not be duplicated for the same hours worked under any terms of this Agreement.

13.8 An employee who works out of his or her classification, due to absence of another employee in another position or due to a vacant position, for a period of sixteen (16) hours or less shall not receive additional compensation. An employee who works out of classification due to absence of another employee in another position or due to a vacant position for a period of more than sixteen (16) hours and that classification pays a higher rate than that of the employee's classification will receive a 5% salary increase or the minimum rate of the acting classification, whichever is greater, for all time worked in the higher classification. An employee's pay rate shall not be reduced if the employee is required to work in a lower classification.

The temporary salary increase for out-of-classification assignments shall not continue beyond the temporary assignment; such temporary compensation is not given unilaterally or provided indefinitely to employees perceived to be performing duties of a higher classification while the department/division is fully staffed. This compensation is solely for temporary work assignments in the absence of an employee in an authorized budgeted position for a minimum of forty (40) consecutive hours.

13.9 Employees of the City of Cocoa assigned to a regular shift starting at 4:00 p.m. and ending at 12:00 midnight shall receive a shift differential of forty-five cents ($.45) per hour.

Employees assigned to a regular shift starting at 12:00 midnight and ending at 8:00 a.m. shall receive sixty-five ($.65) per hour shift differential assignments. It is understood shift differential will not be paid due to temporary assignment or additional overtime assignments.

13.10 If the Mayor, or designee, determines in his/her sole discretion, that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, the provisions of this Agreement may be suspended by the City for the duration of the declared emergency; provided, however, that wage rates and monetary fringe benefits shall not be suspended.

The Union retains the right, however, to grieve within ten (10) days of the cessation of emergency conditions the effects of any suspension of contract provisions.

In the event that the City closed administrative and other offices/facilities due to inclement weather (e.g. hurricanes), civil disaster, or other emergency situations, compensation for employees will be in the same manner as for an established holiday, as outlined in Article 11. During such emergency, if the City establishes temporary offices/facilities or directs employees to report to work at a work site other than their usual work site, the employees will be required to report to work.

ARTICLE 14 WAGES

A. 14.1 The City shall provide LIUNA bargaining unit members with a three percent (3%) wage increase effective October 1 of fiscal year 2016, 2017, and 2018for bargaining unit employees. For fiscal year 2016, the 3% wage increase shall be applied retroactively to October 1, 2015, and shall be paid within 30 days after the ratification of this Agreement by both parties. For fiscal years 2016, 2017, and 2018,

bargaining unit members must be employed prior to June 1 to be eligible for a wage increase in the ensuing fiscal year. For fiscal year 2016, bargaining unit members hired before June 1, will be brought to the new pay grade minimum or receive a three percent (3%) wage increase, whichever is greater. Members hired on June 1 or after will be brought to the new pay grade minimum, if applicable.

B. If an employee's wage is at the maximum for the position, the wage will be frozen at that level and the employee will receive a lump sum payment in the amount of the current wage increase. No wage increases will be permitted until or unless such employee is promoted to a higher position or the pay level is adjusted beyond the employee's current pay level.

14.2 Certification/Licensure Programs:

A. Service Requirement – Completion of at least one (1) year of service with the City as of October 1st of each year is required for an employee to receive payment for professional certification related to the employee's position. Payment will be processed in November timeframe in a separate check, and wages are subject to tax withholding.

B. Certification Date – The certification(s) must be current and must have been issued no later than April 1st of the year for which payment is requested.

C. Eligible Professional Certifications/Licensures

- Automotive Service Excellence (ASE) Certification

First Certification	$50 year
Each Additional Certification	$25 year

Maximum	$150 year
• Master Mechanic Certification	$150 year
Maximum	$300 year
• Herbicide Pesticide Certification	
First Certification	$50 year
Each Additional Certification	$25 year
Maximum	$100 year
• Certified Nursery Professional Certification	$100 year
• Backflow Tester Certification	$100 year
• Backflow Repair Certification	$100 year
• Water/Wastewater Plant Operators	
Class “C” License	$100 year
Class “B” License	$50 year
Class “A” License	$50 year
Maximum	$200 year
• Water Distribution System Operator	
Class 3 License	$100 year
Class 2 License	$50 year
Class 1 License	$50 year
Maximum	$200 year
• Journeyman Electrician	$100 year
• Master Electrician	$100 year
• Commercial Driver’s License (CDL)	

D. Employees whose job description requires a Commercial Driver's License, and who do not possess it at the time of employment promotion will be reimbursed the actual cost of the license upon attainment and presentation of a receipt to the employee's Superintendent. Additionally, employees whose job description requires a CDL shall be reimbursed the actual cost of the renewal of the CDL license upon presentation of a receipt to the employee's Superintendent. The City will not provide reimbursement for lost licenses.

E. The City shall pay, on a one-time basis, the fees associated with attaining a State of Florida Class "C" water or wastewater operator's certification and each time renewal is needed (one time) for each re-certification for employees who are employed in the classification of water or wastewater Apprentice Operator or Operator C, B or A, or Water Distribution/Wastewater Collections certifications. The employee shall assume responsibility for all fees associated with re-testing. Although the City will reimburse for the expense of the certification, only the licenses for Operators and Distribution workers will be eligible for License certification pay. Wastewater Collection certifications will also be recognized for Certification Pay as there is no current license requirement for Wastewater Collections at this time.

F. The City shall pay the fees associated with attaining certifications required for LIUNA positions, and recertification, if required. The employee shall assume responsibility for all fees associated with re-testing, if the employee does not successfully attain/pass the certification test. Employees who receive a certificate and/or CDL reimbursement and who terminate employment prior to completion

of one year of service shall repay the City for the reimbursement amount. Said reimbursement may be deducted from the final paycheck of the employee, if sufficient funds are available, or the employee shall be required to provide the reimbursement in cash, check or money order.

14.3 The City will continue to pay 10% add pay (based on the employee's base pay) for the designation of "lead" plant operator for those employees assigned that designation.

14.4 The City shall continue to contribute to existing participants in the 401(A) at a rate of 12%.

ARTICLE 15 HEALTH AND WELFARE

15.1 The City of Cocoa shall furnish hospitalization insurance, as approved by City Council, for the employee at no premium cost. Should the employee elect to have dependent coverage, fifty percent (50%) of the cost of the premium for dependent coverage shall be borne by the City.

15.2 Eligibility for group insurance coverage and premium payments for retirees shall be in accordance with Resolutions adopted by City Council. Effective October 1, 2015, the City shall absorb the cost of the Core Plan increase for Fiscal Year 2016 only, which will temporarily change the employee/dependent cost-sharing (the City will bear more than fifty percent (50%) of the cost of the premium for dependent coverage for Fiscal Year 2016). Bargaining unit employees who have paid the increased cost of the premium for dependent coverage between October 1, 2015 and the date of ratification of this Agreement by both parties shall have the amount of the increase returned through payroll processing within 30 days of ratification by both parties.

15.3 The City of Cocoa shall maintain group term life insurance policies on all bargaining unit employees at this time equals one times their annual salary as of October in any year. Life insurance coverage will not be adjusted for any employees who may receive a promotion or increase after October of any year.

15.4 If an employee is temporarily suspended from work by the City, the City shall continue all coverages contained in this Article until final disposition of the case. The employee shall be responsible for payment of their benefit deductions, if the employee has elected that benefit option, during the unpaid status.

ARTICLE 16 BEREAVEMENT LEAVE

16.1 An employee will be granted up to three (3) scheduled working days off without loss of pay or benefits to attend the funeral of a member of the immediate family. Up to an additional two (2) days off may be granted for an out-of-state funeral.

16.2 Immediate family is defined as spouse, and the following biological, adoptive, foster, or "step" relatives; child(ren), son/daughter-in-law, parents, brothers, sisters, grandparents, and grandchild(ren), of both the employee and the employee's spouse. The death of relatives who functioned as part of the immediate family who resided in the member's household may qualify for bereavement leave, at the discretion of the City Manager.

16.3 To be eligible for pay, the employee shall provide management proof of the death in the family as defined above and the date of the funeral through a newspaper obituary, death certificate, or funeral home documentation prior to payroll submittal of time to be paid.

ARTICLE 17 SAFETY AND HEALTH

17.1 The City agrees that it will conform to and comply with laws as to safety, health, sanitation, and working conditions properly required by Federal, State, and local law. The City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards.

Bargaining unit members shall recognize, promote, and adhere to all City of Cocoa Health and Safety Policies and Procedures.

17.2 The City may provide and require employees to wear apparel, safety shoes, protective devices and/or special equipment to reduce accidents and injuries on the job, as determined by the City. Non-conformance with City safety rules and requirements shall be cause for progressive discipline up to and including discharge.

The City will provide keep in stock wide brim hats for those employees working outside as protection from the elements.

The City will provide a shoe allowance to employees in positions designated by management for the purchase of ANSI Z41 approved steel-toe safety shoes to be worn daily at work in accordance with the City's Safety and Loss Control Program. The shoe allowance will be issued by November 15, of each fiscal year to current employees in designated positions who were employed as of October 1, for the purchase and/or repair of safety shoes. The safety shoe allowance is $110.00 annually for certain designated positions. Electricians are authorized a safety shoe allowance of $200.00 annually. Employees in designated positions who are hired after October 1st of each fiscal year will receive one-half of the shoe allowance ($55.00 or, for Electricians, $100.00) upon employment and the remaining one-half of the allowance paid upon successful completion of the six (6) month probationary period. The Union agrees the shoe

allowance processed in the June 25, 2015 payroll will apply as the fiscal year 2016 show allowance. Fiscal years 2017 and 2018 will be processed in accordance with the above language.

Employees who are authorized a safety shoe allowance but fail to wear the required safety shoes may be relieved of duty without pay and subject to disciplinary action.

1. Any in-house safety committee established in a work area where bargaining unit employees work, shall have representation by employees in covered positions as selected by the City.
2. The City shall consult periodically with medical professionals and obtain recommendations for providing inoculations for employees in job descriptions where inoculations are recommended.

ARTICLE 18 BULLETIN BOARDS

18.1 The Union shall be provided partial use of suitable bulletin boards, including at least one (1) at each area working location so designated by the City, consistent with Section 6.2 of Article 6. The Union may, if it is so desired, provide a bulletin board of standard size for its own exclusive use in keeping with the decor of the working location, with the approval of the City.

18.2 The Union agrees that it shall use space on bulletin boards, as provided in Section 18.1 above, only for the following purposes:

1. Notice of Union Meetings
2. Union elections
3. Reports of Union committees
4. Recreational and social affairs of the Union

5. Notices by public bodies

6. All other postings authorized by the Human Resources Manager

18.3 Copies of all material, notices, or announcements shall be submitted to the Human Resources Manager for approval before they are posted.

18.4 No material, notices, or announcements shall be posted which contain anything political or controversial, or anything adversely reflecting upon the City of Cocoa, its independent agencies, or employees. Any Union authorized violation of this section shall entitle the City to cancel immediately the provisions of this section and to remove bulletin boards or the partial use thereof. The City shall make reasonable effort to prevent unauthorized removal, covering or defacing of Union materials by unauthorized personnel.

ARTICLE 19 JURY DUTY

19.1 Permanent full time employees shall be granted time off with pay, for reporting for jury duty upon presenting satisfactory evidence relating to service to management. Compensation received from jury duty will be assigned by the employee to the City.

19.2 If an employee is released from jury duty two (2) or more hours prior to the end of the employee's regularly scheduled work shift, the employee shall be required to report for work except as otherwise authorized by the employee's immediate supervisor.

19.3 In the event an employee who works shifts is called to jury duty, the employee shall be rescheduled to day shift for the duration of said jury duty.

ARTICLE 20 TIME OFF FOR VOTING

20.1 During primary or general elections, the City shall allow employees who are registered and eligible to vote sufficient time off, not to exceed two (2) hours, for the purpose of voting.

Time off will be without a loss of pay, and based on the employee's hours of work and location/distance of voting precinct. Voting time will be scheduled at the discretion of the Division Manager or designee, in such a fashion as not to interfere with normal work production. The location of the bargaining unit member's precinct and his/her work schedule shall be considered in scheduling time off. Time off for voting is not granted to those employees who can reasonably vote before or after their scheduled hours.

20.2 Provided Florida law related to absentee voting and early voting do not change during the term of this agreement, bargaining unit members will not be provided time off without a loss of pay for the purposes of voting. Employees who are scheduled to work on Election Day are encouraged to either vote by absentee ballot or participate in early voting. In the event Florida law related to absentee voting and early voting be changed that would negatively impede an employee's ability to exercise their right to vote, at the bargaining unit's request, 20.1 would apply.

ARTICLE 21 SEVERABILITY

21.1 If any provision of this Agreement shall be found to be invalid by any court having jurisdiction in respect thereof, such findings shall not affect the remainder of this Agreement, and all other terms and provisions shall continue in full force and effect. Upon any such judicial determination, the City and the Union will promptly negotiate and endeavor to reach an agreement upon a substitute for the provisions found to be invalid.

ARTICLE 22 SAVINGS CLAUSE

22.1 All rights, privileges and working conditions enjoyed by members of the bargaining unit at the present time which are included in this Agreement, shall remain in full force and effect unless changed by mutual consent.

22.2 The parties recognize that the City's Employee Handbook and procedures which cover subjects not expressly covered in this Agreement shall be applicable to all bargaining unit employees. No benefits shall exist for bargaining unit members other than those set forth in this Agreement and/or applicable City policies and procedures, and any changes thereto.

ARTICLE 23 PROBATIONARY PERIOD FOR EMPLOYEES

23.1 The City will require a six (6) month probationary period for all new employees in all departments, which may be extended by management for ninety (90) days.

23.2 All probationary employees are to be evaluated in writing at the end of six (6) months.

23.3 Employees covered by this Agreement shall be allowed check-off of Union dues during their probationary period, provided employees request such deduction in writing as outlined in Article 2.

23.4 Initial probationary employees are not covered in any way by the grievance procedure.

23.5 All permanent, full-time employees who are placed on probation for any reason (transfer, promotion, demotion or disciplinary action, etc.) shall be notified in writing by the employee's supervisor prior to said probation. No full-time permanent employee may be placed on probation longer than six (6) months and a written evaluation will be conducted at the end of probation.

23.6Employees in a probationary status are not eligible for promotional or voluntary transfers during the probationary period.

ARTICLE 24 SENIORITY

24.1 Definitions

City Seniority: City-wide seniority is defined as the length of continuous service with the City of Cocoa. Such seniority shall be acquired by a full-time employee after completion of a probationary period, at which time seniority shall be retroactive to the first day of employment. City-wide seniority shall apply to accrual of all benefits and to promotional vacancies.

Department Seniority: Department seniority is defined as the length of employment within the employee's current department. Department seniority shall accrue as of the first day of employment or transfer into a new department. Department seniority shall apply in cases of termination by force reduction (layoff). Division seniority shall be considered when scheduling shifts. Division seniority will be considered for requests for vacation only [deleted bold] as outlined in Article 10, Vacations and overtime as outlined in Article 13.

24.2 Cumulation: Seniority shall accumulate during absence because of illness, injury, vacation, or other authorized leave.

24.3 Termination of Seniority: Seniority shall be broken when an employee:

A. Terminates voluntarily

B. Is discharged for just cause

C. Is on leave of absence in excess of six (6) months.

D. Is on layoff status and has not been recalled in one (1) year.

E. Retirement.

F. Failure to return from approved leaves of absence (including Family and Medical Leave and Military Leave) or Workers' Compensation disability.

24.4 Leave Without Pay: For unpaid leaves of absence exceeding thirty (30) consecutive days,

such time shall not accumulate as seniority, except as otherwise provided by law (e.g., Family and Medical Leave).

ARTICLE 25 REDUCTION IN FORCE

25.1 Should a reduction in the City's work force become necessary, termination by force reduction, hereinafter referred to as layoff, shall be accomplished in the following manner:

A. Layoffs shall be by classification within a department. Upon establishing the number of employees to be laid off within a classification in a department, the City shall layoff the least senior employee first and continue laying off the least senior employee until its force reduction in the affected classification or classifications within that department is met.

B. If an employee is scheduled to be laid off, said employee shall be offered a comparable position or demotion to a lower classification, provided such a vacancy exists and said employee is qualified to fill the position.

C. If there is more than one (1) employee subject to the above provisions, the most senior qualified laid-off employee shall be offered the vacancy. If there is more than one (1) vacancy, said vacancies shall continue to be offered to the senior qualified laid off employee until all vacancies are filled.

25.2 Employees being laid off or demoted shall be eligible for recall in accordance with the following procedure:

A. An employee who is demoted or laid off shall retain recall rights to a job in the same classification within the department from which the employee was demoted or laid off. Recall rights shall remain in full force and effect for a period equal to the employee's total length of service not to exceed one (1) year.

B. The most senior qualified laid off employee shall be offered recall to a job in the employee's classification until the City's staffing requirements are met.

C. Notification of recall shall be sent to a laid off employee by certified mail to the address last known to the City.

D. After notification is received by the laid off employee, the employee must report to the City's Human Resources Division within three (3) working days or the employee shall forfeit all rights to be recalled by the City.

25.3 Employees who are scheduled to be laid off shall receive ten (10) working days notice or, in the alternative, ten (10) days' pay.

25.4 If it becomes necessary for the City to abolish a position or reduce the number of employees, severance pay will be granted as follows:

Years of Service	Severance Pay
1-5	2 weeks
6-10	4 weeks
11-25	6 weeks

ARTICLE 26 PROMOTIONAL VACANCIES

26.1 Notice of a vacancy in an existing or new position covered by this Agreement shall be posted for a period of five (5) working days on appropriate bulletin boards, with a closing date for in-house applications four (4) days after the posting date, to be accepted noted on the posting. Any employee who meets the minimum standards/requirements of the position may apply for the open position by submittal of the appropriate form and a resume detailing their work history and

experience by the closing date. Applications received from in-house applicants after the position closing date will be considered with outside applicants.

26.2 The Human Resources Division will refer to the hiring department bids from qualified employees for interview. If fewer than three (3) qualified internal candidates apply, external candidates may be interviewed simultaneously. The manager/supervisor to whom the position reports is responsible for interviewing and selecting the candidate who best matches the position requirements. In making this determination, the manager/supervisor shall consider the candidates' merit and ability, to include, but not limited to training, education, experience, certification, skills, , and based on valid minimum standards/requirements outlined in the position description. Seniority shall be the governing factor in making the selection only when all other criteria are equal.

26.3 An employee who is promoted to a position with a higher pay range shall have his pay rate increased by 5% and then placed in the new pay range or to the minimum pay rate of the new position, whichever is greater.

An employee who is transferred laterally to another position will not receive any pay increase or decrease. A lateral transfer is defined as going from one position in the same pay grade (minimum salary is the same) to another position in the same pay grade.

An employee who voluntarily applies for and is selected for a position in a lower pay range shall have his pay rate decreased by 5% for positions with one grade lower, and 10% for positions that are more than one grade lower. In no case may an employee be paid more than the new pay range.

26.4 In the event an employee is promoted, demoted, or transferred, pursuant to this Article, the employee will serve a probationary period of ninety (90) days in the new position, which

may be extended in thirty (30) day increments by the City, regardless of the length of the employee's seniority, not to exceed a total of six (6) months [including the original ninety (90) days probation].

26.5 Should the employee be determined as unacceptable in the new position during the probationary period, the employee shall be returned to his or her former or comparable pay grade/position and rate of pay, if vacant. If a position is not vacant, then the employee shall accept a position as close to the former position, in terms of pay grade/position and rate of pay, subject to the City's determination that the employee is suitable for the position.

26.6 The City supports and encourages employees to continue education and licenses for further promotion opportunities. The job posting process, outlined in section 26.1 above, should be waived in the following scenarios:

A. The Florida Department of Environmental Protection (FDEP) requires that operators of water and wastewater facilities possess a FDEP operator's license per Department of Environmental Regulation, Chapter 62-602. The City has designated positions from an Apprentice Operator, which is an entry level position and does not possess a license, through an "A" Licensed Operator. Each level of operator has specific criteria for position obtainment identified in the Regulation. The City will promote individuals upon attainment of a higher license when the employee has met the full requirements of the position/license.

B. Employees classified as an Industrial Electrician I will be promoted to Industrial Electrician II after successfully meeting the position requirements of the "II" level.

ARTICLE 27 INTENT OF AGREEMENT

27.1 The City and the Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force. The City and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of the employee's skill and ability without regard to union membership, race, color, religious creed, national origin, ancestry, age, gender, family status (except as limited by Florida Statutes governing nepotism), or a disability which does not preclude the performance of the essential functions of the position, with reasonable accommodation(s) provided as necessary.

ARTICLE 28 – DURATION

28.1 If either the City or the Union desires to modify, amend, or terminate this Agreement at its normal expiration date official notice of such desire must be given in writing at least ninety (90) days and not more than one-hundred-fifty (150) days prior to the termination of this Agreement. Within thirty (30) days following receipt of such notice, unless there is mutual agreement to the contrary, the City and the Union shall commence negotiations.

28. 2 This agreement shall be effective upon ratification by the City Council and the Union and shall remain in effect up to and including September 30, 2018.

CITY OF COCOA

APPENDIX A - EMPLOYEE GRIEVANCE FORM

o **Bargaining** o **PBA**
o **LIUNA**
o **IAFF**
o **Non-Bargaining**

Name: (PRINT)_____

Job Title: _____ **Employee ID: #** _____

Home Address: _____ **Zip:** _____

If Bargaining Unit - provide name of Union Steward: _____

Department: (Check one) ☐ Admin. Services ☐ City Manager ☐ City Clerk ☐ Fire ☐ Public Works ☐ Police ☐ Community Development ☐ Police ☐ Finance ☐ Utilities ☐ Other _____
Division: _____

Policy/Section and/or Contract/Article Violated: Section(s): _____

Page(s): _____ *(Must provide a copy of the page(s) you are referencing)*

Date of Alleged Violation:__ __ / __ __ / __ __

Provide a brief description of the grievance: Explain how the grievance is related to the policy/ section and/or contract/article. (Attach additional sheets if needed): _____
_____
_____
_____

Your Suggested Remedy: _____
_____
_____
_____

Signature of Grievant: _____ **Date:** __ __ / __ __ / __ __

_____

STEP 1

Receiving Supt./Div. Manager: _____ **Date:** __ __ / __ __ / __ __

Hearing Date: __ __ / __ __ / __ __

Response and Date: (See attached response) ☐ **Settled** ☐ **Withdrawn** ☐ **Advanced**

Settled: (Employee Signature):_____ **Date:** __ __ / __ __ / __ __

NOT Settled, Appeal to STEP II. (Employee Signature):_____ **Date**: __ __ / __ __ / __ __

CITY OF COCOA
EMPLOYEE GRIEVANCE FORM

STEP II

Receiving Department Director:_____ Date: __ __ / __ __ / __ __

Hearing Date: __ __ / __ __ / __

Response and Date: (See attached response) ☐ **Settled** ☐ **Withdrawn** ☐ **Advanced**

Settled: (Employee Signature) _____ Date: __ __ / __ __ / __ __

NOT Settled: Appeal to STEP III.

(Employee Signature) _____ Date: __ __ / __ __ / __ __

STEP III (CITY MANAGER)

Receiving HR Representative: _____ Date: __ __ / __ __ / __ __

Hearing Date: __ __ / __ __ / __ __

Response and Date: (See attached response)

Upheld Denied Modified

City Manager: _____ Date: __ __ / __ __ / __ __

HR Manager: _____ Date: __ __ / __ __ / __ __

APPENDIX B -CLASSIFICATION AND PAY PLAN

COVERED POSITIONS	PAY GRADE
Apprentice Electrician	LU5
Apprentice Operator	LU6
Automotive Stock Clerk	LU4
Backflow Technician	LU5
Cashier	LU5
Certified Operator “C”	LU7
Certified Operator “B”	LU8
Certified Operator “A”	LU9
Crew Leader	LU7
Custodial Worker/Janitorial Attendant	LU2
Customer Service Representative	LU5
Customer Service Field Representative	LU5
Electrician I	LU6
Electrician II	LU9
Environmental Analyst I	LU7
Environmental Analyst II	LU9
Heavy Equipment Operator	LU7
Industrial Electrician I	LU6
Industrial Electrician II	LU9
Maintenance Worker I	LU3

Maintenance Worker II	LU4
Maintenance Worker III	LU5
Mechanic I	LU6
Mechanic II	LU8
Meter Reader	LU4
Meter Technician	LU5
Sludge Equipment Operator	LU5
Stock Clerk	LU4
Senior Stock Clerk	LU5
Utility Line Locator	LU5
Utility Mechanic I	LU5
Utility Mechanic II	LU8
Valve Operator	LU5

SIGNATURE PAGE

CITY OF COCOA

Henry U. Parrish III
Mayor

John A. Titkanich, Jr.
City Manager

Date Signed

LOCAL 678

Benjamin Basora
Business Agent

Frank Palmieri
Chief Union Steward

Date Signed

AGREEMENT

between

THE CITY OF COCOA, FLORIDA

(The City)

and

LOCAL 678

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

AFL-CIO

(The Union)

EFFECTIVE

~~**November 14, 2012**~~**October 1, 2015**

through

September 30, ~~2015~~2018

~~**(REVISED)**~~

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PREAMBLE

This Agreement is entered into as of October 1, ~~2012~~2015, between the City of Cocoa, hereinafter referred to as the City, and Laborers' International Union of North America (AFL-CIO) (LIUNA) Local 678, hereinafter referred to as the Union. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly and peaceful means of resolving any differences or misunderstandings which may arise, and to set forth basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other terms and conditions of employment. There shall be no individual arrangement contrary to the terms provided. Either party shall be entitled to require specific performance of the provisions of this Agreement. It is understood that the City of Cocoa is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well being of the public and both parties recognize the need of continuous and reliable service to the public.

ARTICLE 1 UNION RECOGNITION

1.1 The City recognizes the Union as the exclusive collective bargaining representative for those employees that the Union is authorized to represent (see Appendix B for those positions included in the bargaining unit) for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

1.2 It is further understood and agreed that the International Representative or Business Manager of Laborers' International Union of North America Local 678, or an alternate, will be the official spokesperson for the Union in any matter between the Union and the City. Any alternate designated by the Business Manager shall be designated in writing and the period of time covered by such designation shall be included in such written designation.

ARTICLE 2 UNION SECURITY AND CHECK-OFF

2.1 The City will make available to all employees in the bargaining unit a copy of this Agreement.

2.2 Upon receipt of a written authorization from an employee covered by this Agreement, the City will deduct from the employee's pay the amount owed to the Union by such employee for dues. It is understood that this provision will provide for regular deductions per pay period. The City will remit to the Union dues deductions of members within thirty (30) days of each payday~~; it is understood and agreed that the City will assess a charge of five cents ($.05) per dues-paying member per week~~. The City's remittance will be deemed correct unless the Union gives written notice to the City within thirty (30) days after a remittance is received, of its belief, with reasons stated therefore, that the remittance is incorrect. All Union dues shall be collected by the City by payroll deduction and paid to the Union in the above manner. Written notice of changes in the

Union membership dues rate will be sent by certified mail to the City signed by the authorized officer(s) of the Union, at least thirty (30) days in advance of the effective date of such change.

2.3 No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after other deductions, are less than the amount of dues to be checked off.

2.4 Any employee may withdraw membership in the Union upon ~~thirty~~ sixty (~~30~~60) days written notice to the Union and the Human Resources Division.

2.5 The Union will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City regarding any check-off of Union dues.

2.6 The City shall provide the Union, upon request~~each January, April, July, and October~~, a complete roster of the bargaining unit including name, address, telephone number, classification, and current pay rate. The City shall furnish the Chief Steward and Business Agent a copy of the City Personnel Policies, including any and all changes thirty (30) days prior to their implementation if the changes therein affect bargaining unit employees.

ARTICLE 3 MANAGEMENT SECURITY/NO STRIKE

3.1 Neither the Union nor any of its officers, agents, or any employees covered by this Agreement will instigate, promote, sponsor, engage in or condone any strike or intentional interruption of the operations of the City during the term of this Agreement. Management shall have the right to discharge or otherwise discipline for ~~proper~~ just cause, any or all employees who violate the provisions of this paragraph.

ARTICLE 4 MANAGEMENT RIGHTS/EMPLOYEE RIGHTS

4.1 Except as specifically abridged, delegated or modified by the provisions of this Agreement, the City has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

A. Determine the purpose and organizational structure of each of its constituent agencies.

B. Exercise control and discretion over the organization and efficiency of its operations.

C. Set minimum performance standards for service to be offered to the public.

D. Change, modify or alter the composition and size of the workforce, including the right to lay off and/or relieve employees from duties because of lack of work, funds, or other legitimate reasons.

E. Determine the location, methods, means and personnel by which operations are to be conducted.

F. Transfer, assign, schedule employees in positions within the organizational structure of the City.

G. Change or modify the number, types, and grades of positions or employees assigned to an organization, unit, division, department, or project.

H. Decide the scope of the service.

I. Hire, examine, classify and/or otherwise determine the criteria and standards of selection for employment.

J. Fire, demote, suspend or otherwise discipline employees for ~~proper~~ just cause.

K. Test employees pursuant to the provisions contained in this Agreement.

L. Promote and/or otherwise establish criteria and/or procedures for promotions.

M. Recall employees.

N. Determine the starting and quitting time and the number of hours and shifts to be worked, including emergency call-ins for hurricanes, storms, etc.

O. Determine the allocation and content of job classifications; and formulate and/or amend job descriptions, with a copy to be provided to the Union prior to implementation.

P. Determine training parameters for covered positions, including persons to be trained, extent and frequency of training, with reasonable accommodation to provide equitable distribution of training opportunities.

Q. Merge, consolidate, expand, curtail, transfer, contract and/or subcontract work for legitimate reasons or discontinue operations, temporarily or permanently, in whole or in part.

R. Create, expand, reduce, alter, combine, assign, or cease any job.

S. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement.

T. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any shift or work location.

U. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment.

V. Carry out the mission and responsibility of the City in unusual and/or emergency situations.

W. Exercise those rights and powers which are incidental to the rights and powers

enumerated above.

4.2 The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the City. Any of the rights, powers, and authority that the City had prior to entering into this collective bargaining agreement are retained by the City.

4.3 Employee Rights. The exercise of the above rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on terms and/or conditions of employment.

4.4 An employee covered by this Agreement shall have the right to join or refuse to join in Union activity without interference, coercion, intimidation by management or any other employee of the City, or by the Union.

4.5 All employees have the right to union representation in meetings with management when questioning relates to an investigation, when there is reasonable expectation that disciplinary action may result, and during grievance hearings.

4.6 All employees have the right to be notified by the City of any hazardous waste, toxic chemicals, or substances in his/her employment which may endanger or cause death to the employee or members of his/her immediate family.

4.7 All employees have the right to a fair hearing and resolution of grievances without fear of discharge, threat or reprisal, or discrimination because the employee has filed an appeal, grievance charges, or given testimony against the City or another employee, regardless of status.

4.8 All employees have the right to file valid claims for compensation or to attempt to claim compensation under the Workers' Compensation Act without fear or threat, intimidation or coercion by reason of such claim.

ARTICLE 5 SPECIAL MEETINGS

5.1 The City and the Union agree to meet and confer on matters of interest upon written and/or email request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written and/or email request and at a time and place mutually agreeable to both parties. The Union shall have the right, at these special meetings, to recommend to the City corrections to any inequities known to the Union. Informal meetings may be held at any time upon verbal agreement of the Union and the City.

5.2 In the event either party desires to modify a certain article contained in this Agreement, by mutual consent, a letter of agreement may be drafted and signed by the parties to supersede said article or provision.

5.3 Union Stewards may meet for two (2) hours a month at a predetermined time and place during working hours to discuss City issues to determine if a special meeting with the City is needed. The purpose of the stewards meeting is to help improve communications in the City.

ARTICLE 6 UNION STEWARDS AND UNION REPRESENTATION

6.1 The City recognizes and shall deal with all accredited Union Stewards and any other officer listed in Article 1.2 of this Agreement in all matters relating to grievances and interpretation of this Agreement.

6.2 The employees covered by this Agreement shall be represented by ~~five~~ six (~~5~~6) area Stewards who represent the following department/division:

No. Stewards	Division/Area
1	~~At Large~~Public Works Department
1	Dyal Plant
1	Sellers
1	Water Field Operations/Collections
1	~~At Large~~Chief Steward
1	City Hall

~~One (1)~~ The Chief Steward mentioned above is assigned by the Business Manager. A written list of the Union Stewards shall be furnished to the City prior to the effective date of their assuming duties of office. The Union shall notify the City of any changes of such Union Stewards. No Union Steward will be granted time off from his or her job for the purpose of grievance handling unless such notification has been received.

The City recognizes the Union's designated Chief Steward's responsibilities to the members. In addition, the Chief Steward, or designee, may serve as an alternate for any area Steward due to vacation, leave of absence, extended sick leave, or if the Steward is absent or otherwise not available.

6.3 Officials of the Union designated by Article 1.2 of this Agreement may, with proper notification, be admitted to the property of the City. An Official of the Union as designated in Article 1.2 shall be able to talk with the employees before or after regular working hours or during lunch hours on City property in accessible areas so designated by the City. With proper authorization, which will not be unduly withheld, the Union representative will be admitted during working hours.

ARTICLE 7 UNION BUSINESS

7.1 This Article outlines the duties and responsibilities of Union Stewards in performing their functions as recognized Union representatives. In those cases which cannot be resolved

otherwise, Union Stewards shall be granted reasonable time off during working hours, without loss of pay, to investigate and settle grievances on the job site which is within their jurisdiction, upon notifying and securing verbal permission from a member of management of the Union Stewards and the grievant. If a steward fails to obtain permission to leave and/or enter the job site as outlined in this section, he/she will be subject to disciplinary action. Such permission shall be granted without unnecessary delay unless the Union Steward or grievant is performing duties requiring his or her immediate attention, as determined by the superintendent or designee. At no time will a Union Steward be paid overtime for performing Union business. If permission cannot be immediately granted, the City will arrange to allow investigation of the grievance at the earliest possible time.

7.2 Stewards are responsible for grievance handling within their respective work areas. If it is necessary for a Steward from another work area to represent an employee in a grievance, such substitution will be in lieu of the area Steward. In no case will more than one (1) Steward participate in/represent a grievance unless mutually agreed to in advance by the City and the Union.

7.3 Members of the Union negotiating team will be allowed time off with pay for negotiation meetings which occur during the employees regular work hours, work shift, or work day. No regular or overtime (premium) pay will be authorized for time spent in negotiations beyond the Steward's normal work day.

7.4 Union Stewards shall be members of the bargaining unit who have satisfactorily completed their probationary period.

7.5 It is agreed that all Union Stewards have productive work to perform as assigned by the City. The parties agree that each will cooperate with the other in reducing to a minimum the

actual time spent by the Union Stewards in investigating, presenting, and adjusting grievances or disputes. Solicitation of any and all kinds by the Union, including the solicitation of grievances and membership, shall not be engaged in during working hours. No general Union Membership meetings shall be held on the City's time.

7.6 Union Stewards are subject to all City rules regarding the conduct of the employees of the City.

7.7 While on leave of absence for disciplinary reasons, no employee shall function as a Union Steward.

7.8 When it is necessary for a Union Steward to enter an area other than the Union Steward's own work area for the purpose of conducting Union business authorized by this Agreement, the Union Steward shall notify a member of management of that area of the Union Steward's presence and the nature of the Union Steward's business. Such circumstances should only occur if the department's Union Steward or alternate Union Steward are unavailable or absent.

7.9 In order to minimize loss of productivity, Stewards are expected to avoid any unreasonable or unnecessary time away from their work for the purpose of representation/settlement of grievances. Any allegations by the City which indicate that a Union Steward or Union Representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Human Resources Division for discussion with the Union's Business Manager or designee. The Human Resources Division shall have the right to require the Union to refrain from such excessive time spent performing the activities specified in this section.

7.10 The City, whenever possible, when business requirements are not impacted and there is not a financial impact to the City, shall grant approval for union business leave for any Union

Steward or other designees of the Union to attend union functions or sponsored training. Leave hours used will be charged from an established LIUNA Time Pool. Members may donate hours to the time pool for use. The maximum number of hours which may be accumulated in the pool under this Article is one hundred (100) hours. Leave hours may be charged to this time pool with agreement of the respective Department Manager and Human Resources Manager. At the end of the fiscal year of this Agreement, unused LIUNA Time Pool hours will be carried over.

ARTICLE 8 GRIEVANCE PROCEDURE

8.1 A grievance, within the meaning of this Agreement, shall be defined as a dispute regarding the interpretation and/or application of a specific clause of this Agreement arising during the period of time expressly covered by this Agreement.

Members of the bargaining unit will follow all written and verbal directions given by supervision. Compliance with such directions will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. Newly hired probationary employees do not have recourse through the grievance and arbitration procedure.

No grievance will or need be entertained or processed, unless prepared in writing in the manner described herein and unless filed in the manner provided herein within the time limit prescribed herein. Employees are encouraged to meet informally with their supervisor to attempt to resolve the issue and may request union representation prior to filing a written grievance.

All grievances must be delivered to the Human Resources Division on the approved Grievance Form (see Appendix A) and contain all appropriate, original signatures.

8.2 Rules of Grievance Procedure:

A. At any step of the grievance procedure, nothing shall be construed to prevent any bargaining unit employee from presenting, at any time, his/her own grievances and having such grievances adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the collective bargaining Agreement then in effect.

Should the employee proceed on his own, all costs ordinarily attributable to the Union shall be the responsibility of the employee.

If an employee covered by this Agreement files a grievance without Union representation, the Union shall have the right to be notified of such grievance, hearing dates and to have its Steward or Representative present during the hearing. In such cases, the Union shall be furnished with a copy of the written grievance and the City's response to the grievant at each step of the grievance procedure.

B. A written grievance with original signatures shall be dated and signed by the aggrieved employee and the Union representative presenting it. All grievances advancing beyond Step 2 must be delivered to the Human Resources Division on the approved Grievance Form (see Appendix A) and contain all appropriate, original signatures. A written decision to the employee shall also be forwarded to the Union representative and shall be dated and signed by the appropriate City representative.

C. When a written grievance is presented, the City shall acknowledge receipt by signing and dating same.

D. A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to answer within the time limits set forth in any step will entitle the grievant to proceed to the next step. If the grievant is

satisfied with the City's response at any step, the grievance will not be processed further by the grievant.

E. All written grievances must include:

1. A complete statement of the grievance and facts upon which it is based.

2. The remedy or correction requested.

3. The specific section or sections of this Agreement and/or Personnel Policies claimed to have been violated.

4. Original signature of grievant and date submitted.

F. The City is not required to process any grievance which does not include all required information.

G. At any step of the grievance procedure, the grievant may request that a Union Steward be present and a designee may be appointed to act on behalf of the City official responsible at that step.

8.3 PROCEDURE

STEP 1: The grievant shall discuss the grievance with his/her Superintendent/ Division Manager or designee within five (5) working days of the aggrieved employee's and/or Union's knowledge of the occurrence of the action giving rise to the grievance. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The Superintendent/Division Manager or designee shall reach a decision and communicate it both orally and in writing to the grievant within five (5) working days from the date of the meeting.

STEP 2: If the grievance is not resolved informally, and as outlined in Step 1, the grievant, within five (5) working days, may submit the original, written grievance, to the Department Director or designee. The grievance shall indicate that it was discussed with the

Superintendent/Division Manager or designee. The grievance shall include all written responses. The Department Director or designee shall investigate the grievance and shall have a meeting with the employee, the Union representative, other employees, members of the public, witnesses, and/or supervision, etc., as deemed necessary. The Department Director or designee shall notify the employee and the Union representative of the decision, both orally and in writing, within five (5) working days following the meeting or completion of the investigation, whichever is later.

STEP 3: If the grievance is not settled at the second step, the Union representative and/or grievant may present the original written grievance, with all prior responses attached thereto, to the Human Resources Division for review by the City Manager within five (5) working days of issuance of the decision of the Department Director or designee in Step 2. The City Manager, or designee, shall meet with the employee, the Union representative, supervision/management, and other parties as deemed necessary, to discuss the grievance within ten (10) working days of receipt of the grievance. The City Manager, or designee, shall issue a written decision to the employee and the Union representative within ten (10) working days after the hearing.

Termination of any employee covered by this Agreement shall permit the terminated employee or Union representative, if the Union representative is serving at the employee's request, to initiate and appeal the termination, at the third step as provided in this Section; i.e., to the City Manager or designee within five (5) calendar days of receipt of the notice of termination.

STEP 4: If the grievance is not satisfactorily settled in Step 3, the Union must notify the City Manager of the intent to arbitrate and their submittal to the Union's E-Board for arbitration approval by the grievant providing written notice to the City Manager within ten (10)

working days of receipt of the decision of the City Manager or designee. ~~it may be submitted to arbitration within ten (10) working days of receipt of the decision of the City Manager or designee. Notice to the City of the intent to arbitrate must be in writing.~~ The final decision to arbitrate shall be provided to the City Manager within forty-five (45) calendar days of the City Manager's Step 3 response. Within ten (10) days of the Union's notification, the Union shall request a panel from the Federal Mediation and Conciliation Service (FMCS). Within fourteen (14) calendar days of receipt of the panel, the parties shall select an arbitrator by alternate striking of names, with the grievant striking first. The parties shall also have the option of agreeing upon the name of an arbitrator in lieu of selecting an arbitrator from the names on the panel. ~~The arbitrator may be selected by mutual agreement. If the parties cannot agree to an arbitrator within five (5) calendar days, the Federal Mediation and Conciliation Service shall be requested to provide a panel of arbitrators from which a selection shall be made by alternate striking of names.~~ Each party has the right to request one (1) new panel of arbitrators prior to striking. Hearings before the arbitrator shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to, and/or detract from the terms of this Agreement.

1. Awards or settlements of grievances by the impartial arbitrator will not be retroactive unless specifically determined to be retroactive by the arbitrator.
2. The settlement of a grievance by the City Manager at any step, and the terms contained herein, shall not have any prospective binding effect on the City unless specifically agreed to by the parties in writing.

3. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto, nor shall the award directly or indirectly change, modify, or ignore any of the terms of this Agreement.

   The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, which is not a grievance as defined in this Article, or which is not specifically covered by this Agreement. The arbitrator shall confine himself or herself exclusively to the contract issue which is presented to the arbitrator.

   The arbitrator must limit consideration to the facts, allegations, and relief requested in the written grievance submitted at Step 2 and may not consider any issue or relief not requested in the written grievance, or which does not meet the definition of a grievance as set forth herein.

4. The party filing the grievance and requesting arbitration shall, at all times, have the burden of proving that any action taken by the non-grieving party violated a specific provision of this Agreement. The arbitrator's decision will be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in Circuit Court. The parties agree that the standard of review of the arbitrator's decision shall be whether the record evidence established that the grieving party met its burden of proving that the action taken by the non-grieving party violated a specific provision of this Agreement.

5. All claims for back wages shall be reduced by any unemployment compensation and interim earnings that the grievant may have received during the period involved.

6. The provisions herein shall control the proceedings of any grievance or arbitration pending on the effective date of the Agreement.

7. Each party shall bear the expense of its own witnesses and its own legal representatives. The fees and expenses of the arbitrator shall be borne equally by the parties. Any party requesting a copy of the transcription of the arbitration hearing shall bear the cost of same.

8. Copies of the award of the arbitrator made in accordance with the jurisdiction authority under this Agreement shall be furnished to both parties within thirty (30) days of the hearing.

8.4 Grievances filed by the Union:

A. Only the Union's Business Manager and/or Chief Steward may file a grievance in the name of the Union, or as a class action.

B. A grievance filed by the Union may be initiated at Step 3. If the grievance is not satisfactorily resolved between the Business Manager and/or the Chief Steward and the City Manager, or designee, the grievance may be submitted for arbitration under the provisions of Step 4 above.

ARTICLE 9 DISCIPLINE AND DISCHARGE

9.1 Management shall have the right to discipline, demote, or terminate a bargaining unit member for just cause. The employee will be furnished with a written statement of charges of

the alleged offense(s). Such statement of charges shall cite the specific section(s) of this Agreement and/or City Personnel Policies claimed to be violated. The employee shall have reasonable time to prepare for a defense against the charges and shall be afforded due process. Discipline shall normally be administered within five (5) working days of the alleged offense(s), or knowledge thereof, unless the employee is notified in writing that disciplinary action may be taken, pending completion of an investigation regarding the allegations.

In cases requiring an investigation, disciplinary action will not be taken until the conclusion of the investigation. An employee may be placed on ~~suspension~~ administrative leave, with or without pay, during an investigation, if it is determined to be in the best interest of the City. In no case will an administrative leave ~~suspension~~ with pay exceed ~~five~~ forty (40) hours ~~(5) working days~~. With the exception of criminal investigations, the normal investigation should not take more than two weeks for completion. An extension may be requested in writing, as needed.

The City reserves the right to immediately suspend an employee without pay, without notice, when it is determined by the City that the employee's continued presence constitutes a threat or hazard. However, the employee must be notified within three (3) working days of charges.

In the event the employee receives written notification that termination is recommended, the employee may, within five (5) working days of receipt of the notice, contact Human Resources to request a pre-termination hearing or file a grievance. At no time may an employee request a pre-termination hearing and later file a grievance on the matter. The pre-termination hearing shall be conducted by the City Manager or designee and the Human Resources Manager or designee within ten (10) working days of receipt of the employee's request. At the pre-termination hearing, the employee will be given the opportunity to respond to the allegations.

An employee may request the presence of a Union Steward at the hearing, and the Steward may ~~not~~ speak on behalf of the employee in response to the allegations. Within ten (10) working days after this hearing, the City Manager shall render a written decision regarding the employee's status.

9.2 Employees shall have the right to review their personnel files upon request. Employees shall have the opportunity to submit a written statement responding to any reprimands which will be or are entered in their personnel file. Employees shall receive a copy of disciplinary documents placed within their personnel file.

9.3 Discipline ~~After a written reprimand has been on file~~ in an employee's personnel file shall be used in progressive discipline against the employee as follows: verbal warning for one (1) year, written reprimand for two (2) years, and a suspension for three (3) years.~~, and no other incident has occurred, the respective~~ Discipline actions involving harassment or workplace violence not resulting in termination can be used in progressive discipline for five years from date of occurrence. ~~document shall not be used in progressive discipline against the employee.~~

9.4 Normally, progressive disciplinary action (verbal warning, written reprimand, suspension without pay and termination) will be followed. However, the nature and seriousness of an employee's offense will be of primary importance and could result in suspension or termination without previous verbal or written warnings.

Verbal warnings are for a minor or infrequent offense in which the employee is counseled concerning the behavior or work performance and advised regarding necessary improvement.

A written reprimand is for an employee who has failed to respond to a verbal warning or for a more serious offense in which a verbal warning is deemed insufficient for the offense.

A suspension without pay is used as a disciplinary action when a written reprimand has not resulted in a satisfactory change in the employee's conduct or when a written reprimand is deemed insufficient for the offense.

Discharge may be imposed when previous disciplinary actions have failed to bring a satisfactory change in conduct or when lesser action is deemed insufficient for the offense.

ARTICLE 10 VACATIONS

10.1 Employees shall accrue vacation based on their anniversary date in accordance with the following schedule:

Years of Service	Vacation
1-3	80 hours
4-10	96 hours
11-15	120 hours
16 and over	176 hours

10.2 Vacation shall be earned during the first year of employment. Employees completing six (6) months of service are entitled to use their accrued vacation.

10.3 Vacation requests will be considered in the order in which they are submitted to management. Vacation requests must be submitted by the employee in writing and approved in advance by the appropriate member of management. Division seniority shall be considered only when two or more vacation requests are submitted at the same time for the same days off, i.e., pre-approved vacations cannot be revoked by a later vacation request by a more senior employee. The City will make every effort to authorize the vacation request of the employee consistent with the requirements of its operations. No vacation leave shall exceed thirty (30)

working days per calendar year unless authorized by the City Manager or unless authorized in conjunction with Family and Medical Leave.

10.4 When accumulated sick leave has been exhausted for an absence under Family and Medical Leave, the employee will use accrued vacation leave, to the extent available, for the remainder of the Family and Medical Leave.

10.5 The Union and City strongly encourage each employee to take vacation in the year earned. Upon resignation [provided the employee submits and works a two (2) week notice] early, normal, or disability retirement, or death, an employee who has completed at least six (6) months of service, or an employee who is laid off regardless of service, will be paid unused vacation leave up to the number of hours the employee may earn in a twenty-four (24) month period. Employees who are terminated by the city for just cause will not receive payment for any accrued vacation.

10.6 Approved vacation may be used as it is earned after completion of the first six (6) months of employment or within twenty-four (24) months from the date earned. Any vacation leave not used within twenty-four (24) months from date earned will be considered forfeited and lost, except when an employee has been denied use of vacation leave because of the needs of the City. The City Manager may extend the period during which vacation leave may be used.

10.7 When a holiday falls within an employee's scheduled vacation period, the holiday shall be paid as holiday pay and will not be charged to the employee's vacation leave.

ARTICLE 11 HOLIDAYS

11.1 The following holidays are authorized for employees covered under this bargaining agreement:

A. New Year's Day (January 1)

B. Martin Luther King, Jr.'s Birthday (3rd Monday in January)

C. President's Birthday (3rd Monday in February)

D. Memorial Day (last Monday in May)

E. Independence Day (July 4)

F. Labor Day (first Monday in September)

G. Veteran's Day

H. Thanksgiving Day

I. The day after Thanksgiving Day

J. Day before or the Day after Christmas Day as established by the City Manager annually

K. Christmas Day (December 25)

11.2 Employees who do not work on a holiday will receive straight time holiday pay for the number of hours equal to their regularly scheduled shift for that day. An employee who performs work on a holiday will receive overtime pay for all hours worked plus straight time based on the regularly scheduled shift for holiday pay (excludes stand-by and call-ins).

11.3 A permanent, full time employee shall receive payment for any paid holiday unless:

A. The employee is on any unpaid leave of absence, no-pay suspension, or is on layoff on the day the City observes the holiday.

B. The employee is scheduled to work the holiday and does not report to work.

C. The employee is scheduled to work on the last regular day preceding the holiday or the next regular work day following the holiday and does not report for work, or does not work the entire shift, unless on approved vacation, or excused by the employee's

supervisor for an approved medical absence (sick leave), which may require a physician's statement verifying the employee was seen by the physician on the/or before the date of absence, treatment prescribed and employee was medically unable to work on date of absence.

11.4 When any of the holidays established herein occurs on a Sunday, the following Monday shall be observed as the holiday; when any holiday occurs on a Saturday, the preceding work day shall be observed as the official holiday.

For those employees covered by this Agreement whose regular work week includes Saturday and/or Sunday, holidays falling on a Saturday or a Sunday shall be observed by such employee on the actual day of occurrence.

ARTICLE 12 SICK LEAVE

12.1 Employees shall accrue one (1) day of sick leave per month provided they have worked a minimum of ten (10) days in the month. New employees shall begin to accrue eight (8) hours sick leave per month as of the first full pay period of employment, provided the employee works a minimum of ten (10) days per month. New employees may not use any accrued sick leave until satisfactory completion of the initial six (6) months of probation, unless the necessity for the absence has been verified by a physician's statement. Sick leave shall not count as time worked for overtime eligibility for the purpose of computing eligibility.

12.2 SICK LEAVE MAY BE USED FOR THE FOLLOWING REASONS:

- Legitimate illness of employee.
- Serious health condition of spouse, child(ren), or employee's own parent(s) with a serious health condition, in accordance with the provisions of the Family and Medical

Leave Act.

- Routine illness of spouse or children.
- Non-job related accident/injury preventing performance of employee's duties; or to supplement Workers' Compensation wage benefits in the event of a compensable on-the-job injury/accident provided the combined income from Workers' Compensation wage benefits and sick leave does not exceed 100% of regular gross pay.
- Scheduled medical, dental, psychological, psychiatric, optical, chiropractic, or Employee Assistance Program (EAP) appointment, treatment, or examination; or rehabilitation or therapy for alcoholism, drug addiction, or other addictive condition of employee.

  In order to receive sick leave pay for an absence which exceeds three (3) days within a thirty (30) day period, medical certification from a doctor may be required to verify illness. The three (3) days do not have to be consecutive.

12.3 PERSONAL LEAVE USAGE

Employees are allowed to use two (2) work days of accrued sick leave (the number of hours depending upon the employees' normal work schedule), each fiscal year for personal business reasons. Requests for personal leave must be approved in advance by supervision. If an employee does not use the allowed personal leave during the fiscal year, the unused hours are maintained in the sick leave balance. Unused personal leave hours are not carried over into a subsequent fiscal year for additional personal leave use. If an employee records on the weekly time sheet personal leave use in excess of the amount authorized each fiscal year, the excess number of hours will automatically be charged to accrued vacation, if available, or will be "no pay".

12.4 All employees are required to personally notify their supervisor or designee within one (1) hour of their scheduled reporting time on the first day and each succeeding day of absence due to illness. Shift workers are required to report absence due to illness at least two (2) hours prior to the start of the shift. Notification of absence can be made by someone other than the employee only if the employee is incapacitated. Documentation/verification of incapacity may be required by management.

In order to assure that employees are able to timely provide notification of absence as required herein, management will provide appropriate telephone numbers (home, pager, cellular telephones) of management.

12.5 Absences charged to sick leave will be subject to investigation, as deemed appropriate by management. The employee will furnish adequate explanation of his/her illness to supervision to determine if sick leave is to be paid. An employee may be subject to disciplinary action for excessive use of sick leave as determined by the City.

The City may require any employee to undergo a medical examination by an assigned medical doctor at any time to ascertain whether the employee is physically and mentally capable of performing any and all duties required of his classification. This examination will be conducted on City's time and at City's expense.

12.6 Sick leave will be charged only against an employee's regular work day, and shall not be charged for absences occurring on pre-arranged overtime work days, unscheduled call-in overtime days or holidays for which the employee was scheduled to work.

12.7 An employee on temporary, total disability confirmed by competent medical authority because of an occupational disability and who is receiving Worker's Compensation benefits may elect to receive a supplemental sum equal to the difference between the employee's wages and

compensation benefits, but such supplemental sum shall be deducted from accrued sick leave and vacation leave credits. When sick leave and vacation leave accruals have been exhausted, the employee if still on temporary disability, will receive only Workers' Compensation benefits. Under no circumstances will an employee receive full pay for sick leave and Workers' compensation wage benefits.

12.8 Sick leave may not be taken during the notice period for resignation, except for legitimate illnesses and/or in increments of less than one day. Any time used in excess of eight (8) hours must be accompanied by a doctor's note.

12.9 The City reserves the right to implement or not implement a sick incentive program based on budgetary restraints.

12.10 PAYMENT OF SICK LEAVE UPON TERMINATION, RETIREMENT, DEATH

The following provisions apply to payment of accumulated sick leave upon termination, retirement or death.

1. Upon termination of employment with the City in good standing [resignation with two (2) weeks' notice, layoff, disability retirement or early retirement] subsequent to completion of at least sixty (60) months consecutive service, employees will be paid 25% of accrued sick leave, up to a maximum payment of 720 hours. Employees who are discharged for cause/misconduct or who terminate for any reason prior to sixty (60) months consecutive employment are not eligible for any payment of sick leave.

2. Upon normal retirement from the City (provided the employee has at least ten (10) years' continuous service) which is simultaneous with termination and as defined by the retirement plan of which the employee is a member, an employee

will be paid 66 2/3% of accrued sick leave, up to a maximum payment of 720 hours.

3. In the event of the death of an employee, payment of accrued sick leave to the employee's beneficiary/estate will be in accordance with the provisions outlined above, with amount of payment based on length of service (i.e. if employee was eligible for normal retirement on the date of his death, accrued sick leave will be paid in the same manner as for normal retirement).

4. The use of sick leave to extend the employee's termination date, i.e., in order to receive a 100% of accumulated sick leave is prohibited.

12.11 Employees who fail to comply with rules and regulations governing the use of sick leave will not be paid for those days of absence and will also be subject to disciplinary action.

ARTICLE 13 HOURS OF WORK AND OVERTIME PAYMENT

13.1 The purpose of this Article is to define hours of work, but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided herein.

13.2 The normal work week will be forty (40) hours in a seven (7) calendar day period.

13.3 Except where otherwise specified herein, overtime will be paid at time and one-half (1 ½) the employee's regular pay rate for all hours worked in excess of forty (40) hours of actual work in a scheduled work week. Work schedules will not be changed without five (5) working days notice. Bereavement leave and advanced scheduled vacation are considered time worked for overtime calculations provided each were requested and approved in the previous work week.

Sick leave will not be considered as time worked for overtime calculations.

13.4 An employee called back to work due to standby status, or an emergency shall earn a minimum of three (3) hours call back pay which is considered time worked for overtime calculations. An employee does not receive three (3) hours call-back pay for each call back in a work day. If an employee is called back more than once (1) in a work day and his total time is less than three (3) hours, the employee will receive a minimum of three (3) hours call back pay. An employee on standby status ~~who is not called in~~ will receive credit for one (1) hour per day Monday through Friday, and two (2) hours per day for Saturday, Sunday or holiday which counts as time worked for the purpose of computing overtime.

13.5 A City Division requiring workers to be available for emergency work, standby work or overtime work shall initiate and post a format for scheduling workers for duty or availability. If an employee is required to continue work beyond the normal work day then Article 13.3 shall apply. If an employee has been dismissed or released from the work day and is called out to work that same day, then the employee shall be credited with a minimum of three hours of work towards overtime. Only one call out credit can be received during a twenty-four (24) hour period. All work shall be credited towards overtime including up to one-half (½) hour between receiving a call or page and reporting for work. Call out time ends when the employee is dismissed or released by the supervisor at the City work location. The three-hour minimum is not in addition to hours worked, but is considered included in hours worked.

The City may furnish cellular phones, beepers, or require the employee to have a telephone as a condition for being on standby status.

13.6 No employee may authorize overtime for himself or herself but shall be entitled to receive payment for overtime as authorized by management.

Overtime work shall be distributed equitably among employees in a particular job classification within a particular organizational unit as far as the character of the work permits. Although temporary imbalances in the equitable distribution of overtime may occur, departmental management shall make its best efforts to distribute overtime fairly and equitably over an extended period of time. Departmental management shall maintain overtime records, and shall make information concerning overtime available upon request to a Union Steward of the department.

13.7 Overtime payments shall not be duplicated for the same hours worked under any terms of this Agreement.

13.8 An employee who works out of his or her classification, due to absence of another employee in another position or due to a vacant position, for a period of sixteen (16) hours or less shall not receive additional compensation. An employee who works out of classification due to absence of another employee in another position or due to a vacant position for a period of more than sixteen (16) hours and that classification pays a higher rate than that of the employee's classification will receive a 5% salary increase or the minimum rate of the acting classification, whichever is greater, for all time worked in the higher classification. An employee's pay rate shall not be reduced if the employee is required to work in a lower classification.

The temporary salary increase for out-of-classification assignments shall not continue beyond the temporary assignment; such temporary compensation is not given unilaterally or provided indefinitely to employees perceived to be performing duties of a higher classification while the department/division is fully staffed. This compensation is solely for temporary work assignments in the absence of an employee in an authorized budgeted position for a minimum of forty (40) consecutive hours.

13.9 Employees of the City of Cocoa assigned to a regular shift starting at 4:00 p.m. and ending at 12:00 midnight shall receive a shift differential of forty-five cents ($.45) per hour. Employees assigned to a regular shift starting at 12:00 midnight and ending at 8:00 a.m. shall receive sixty-five ($.65) per hour shift differential assignments. It is understood shift differential will not be paid due to temporary assignment or additional overtime assignments.

13.10 If the Mayor, or designee, determines in his/her sole discretion, that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, the provisions of this Agreement may be suspended by the City for the duration of the declared emergency; provided, however, that wage rates and monetary fringe benefits shall not be suspended.

The Union retains the right, however, to grieve within ten (10) days of the cessation of emergency conditions the effects of any suspension of contract provisions.

In the event that the City closed administrative and other offices/facilities due to inclement weather (e.g. hurricanes), civil disaster, or other emergency situations, compensation for employees will be in the same manner as for an established holiday, as outlined in Article 11. During such emergency, if the City establishes temporary offices/facilities or directs employees to report to work at a work site other than their usual work site, the employees will be required to report to work.

ARTICLE 14 WAGES

14.1 The City shall provide LIUNA bargaining unit members with a ~~two and one-half~~three percent (~~2.5~~3%) wage increase effective ~~April 29, 2013~~October 1 of fiscal year 2016, 2017, and 2018~~-~~for bargaining unit employees. For fiscal year 2016, the 3% wage increase shall be applied

retroactively to October 1, 2015, and shall be paid within 30 days after the ratification of this Agreement by both parties. For fiscal years 2016, 2017, and 2018, bargaining unit members must be employed prior to June 1 to be eligible for a wage increase in the ensuing fiscal year. ~~employed as of October 1, 2012, if the contract is ratified on or prior to July 1, 2013.~~

A. For fiscal year 2016, bargaining unit members hired before June 1, will be brought to the new pay grade minimum or receive a three percent (3%) wage increase, whichever is greater. Members hired on June 1 or after will be brought to the new pay grade minimum, if applicable.

~~For the 2nd year of this agreement, current bargaining unit employees shall be provided a two and one-half percent (2.5%) wage increase effective October 1, 2013.~~

~~For the 3rd year of this Agreement, current bargaining unit employees shall be provided a two and one-half percent (2.5%) wage increase effective October 1, 2014, subject to a zero percent increase to health plan rates in FY2015. If the health plan rates increase for this fiscal year, it will be subject to further negotiations. .~~

~~A.~~B. If an employee's wage is at the maximum for the position, the wage will be frozen at that level and the employee will receive a lump sum payment in the amount of the ~~two and one-half percent (2.5%) of his/her~~ current wage increase. No wage increases will be permitted until or unless such employee is promoted to a higher position or the pay level is adjusted beyond the employee's current pay level.

14.2 Certification/Licensure Programs:

A. Service Requirement – Completion of at least one (1) year of service with the City as of October 1st of each year is required for an employee to receive payment for professional certification related to the employee's position. Payment will be

processed in November timeframe in a separate check, and wages are subject to tax withholding.

B. Certification Date – The certification(s) must be current and must have been issued no later than April 1st of the year for which payment is requested.

C. Eligible Professional Certifications/Licensures

- Automotive Service Excellence (ASE) Certification

First Certification	$50 year
Each Additional Certification	$25 year
Maximum	$150 year

- Master Mechanic Certification $150 year

Maximum	$300 year

- Herbicide Pesticide Certification

First Certification	$50 year
Each Additional Certification	$25 year
Maximum	$100 year

- Certified Nursery Professional Certification $100 year
- Backflow Tester Certification $100 year
- Backflow Repair Certification $100 year
- Water/Wastewater Plant Operators

Class “C” License	$100 year
Class “B” License	$50 year
Class “A” License	$50 year
Maximum	$200 year

- Water Distribution System Operator

Class 3 License	$100 year
Class 2 License	$50 year
Class 1 License	$50 year
Maximum	$200 year

- Journeyman Electrician $100 year
- Master Electrician $100 year
- Commercial Driver's License (CDL)

D. Employees whose job description requires a Commercial Driver's License, and who do not possess it at the time of employment promotion will be reimbursed the actual cost of the license upon attainment and presentation of a receipt to the employee's Superintendent. Additionally, employees whose job description requires a CDL shall be reimbursed the actual cost of the renewal of the CDL license upon presentation of a receipt to the employee's Superintendent. The City will not provide reimbursement for lost licenses.

E. The City shall pay, on a one-time basis, the fees associated with attaining a State of Florida Class "C" water or wastewater operator's certification and each time renewal is needed (one time) for each re-certification for employees who are employed in the classification of water or wastewater Apprentice Operator or Operator C, B or A, or Water Distribution/Wastewater Collections certifications. The employee shall assume responsibility for all fees associated with re-testing. Although the City will reimburse for the expense of the certification, only the licenses for Operators and Distribution workers will be eligible for License

certification pay. Wastewater Collection certifications will also be recognized for Certification Pay as there is no current license requirement for Wastewater Collections at this time.

F. The City shall pay the fees associated with attaining certifications required for LIUNA positions, and recertification, if required. The employee shall assume responsibility for all fees associated with re-testing, if the employee does not successfully attain/pass the certification test. Employees who receive a certificate and/or CDL reimbursement and who terminate employment prior to completion of one year of service shall repay the City for the ~~CDL~~ reimbursement amount. Said reimbursement may be deducted from the final paycheck of the employee, if sufficient funds are available, or the employee shall be required to provide the reimbursement in cash, check or money order. ~~Additionally, employees whose job description requires a CDL shall be reimbursed the actual cost of the renewal of the CDL license upon presentation of a receipt to the employee's Superintendent. The City will not provide reimbursement for lost licenses.~~

~~E.~~ ~~The City shall pay, on a one-time basis, the fees associated with attaining a State of Florida Class "C" water or wastewater operator's certification and each time renewal is needed (one-time) for each re-certification for employees who are employed in the classification of water or wastewater Apprentice Operator or Operator C, B or A, or Water Distribution/Wastewater Collections certifications. The employee shall assume responsibility for all fees associated with re-testing. Although the City will reimburse for the expense of the certification, only the licenses for Operators and Distribution workers will be eligible for License~~

~~certification pay. Wastewater Collection certifications will also be recognized for Certification Pay as there is no current license requirement for Wastewater Collections at this time.~~

14.3 The City will continue to pay 10% add pay (based on the employee's base pay) for the designation of "lead" plant operator for those employees assigned that designation.

14.4 The City shall continue to contribute to existing participants in the 401(A) at a rate of 12%.

ARTICLE 15 HEALTH AND WELFARE

15.1 The City of Cocoa shall furnish hospitalization insurance, as approved by City Council, for the employee at no premium cost. Should the employee elect to have dependent coverage, fifty percent (50%) of the cost of the premium for dependent coverage shall be borne by the City.

15.2 Eligibility for group insurance coverage and premium payments for retirees shall be in accordance with Resolutions adopted by City Council. Effective October 1, 2015, ~~T~~the City ~~agrees to~~shall absorb the cost of the Core Plan increase for Fiscal Year 2016 only, which will temporarily change the employee/dependent cost-sharing (the City will bear more than fifty percent (50%) of the cost of the premium for dependent coverage for Fiscal Year 2016). Bargaining unit employees who have paid the increased cost of the premium for dependent coverage between October 1, 201~~6~~5 and the date of ratification of this Agreement by both parties shall have the amount of the increase ~~they have paid credited towards their remaining premium payments for Fiscal Year 2016~~returned through payroll processing within 30 days of ratification by both parties.

15.3 The City of Cocoa shall maintain group term life insurance policies on all bargaining unit

employees at this time equals one times their annual salary as of October in any year. Life insurance coverage will not be adjusted for any employees who may receive a promotion or increase after October of any year.

15.4 If an employee is temporarily suspended from work by the City, the City shall continue all coverages contained in this Article until final disposition of the case. The employee shall be responsible for payment of their benefit deductions~~one-half (½) of the premium for dependent coverage~~, if the employee has elected that benefit option, during the unpaid status.

ARTICLE 16 BEREAVEMENT LEAVE

16.1 An employee will be granted up to three (3) scheduled working days off without loss of pay or benefits to attend the funeral of a member of the immediate family. Up to an additional two (2) days off may be granted for an out-of-state funeral.

16.2 Immediate family is defined as spouse, and the following biological, adoptive, foster, or "step" relatives; child(ren), son/daughter-in-law, parents, brothers, sisters, grandparents, and grandchild(ren), of both the employee and the employee's spouse. The death of relatives who functioned as part of the immediate family who resided in the member's household may qualify for bereavement leave, at the discretion of the City Manager.

16.3 To be eligible for pay, the employee shall provide management proof of the death in the ~~immediate~~ family as defined above and the date of the funeral through a newspaper obituary, death certificate, or funeral home documentation prior to payroll submittal of time to be paid.

ARTICLE 17 SAFETY AND HEALTH

17.1 The City agrees that it will conform to and comply with laws as to safety, health, sanitation, and working conditions properly required by Federal, State, and local law. The City

and the Union will cooperate in the continuing objective of eliminating accidents and health hazards.

Bargaining unit members shall recognize, promote, and adhere to all City of Cocoa Health and Safety Policies and Procedures.

17.2 The City may provide and require employees to wear apparel, safety shoes, protective devices and/or special equipment to reduce accidents and injuries on the job, as determined by the City. Non-conformance with City safety rules and requirements shall be cause for progressive discipline up to and including discharge.

The City will provide keep in stock wide brim hats for those employees working outside as protection from the elements.

The City will provide a shoe allowance to employees in positions designated by management for the purchase of ANSI Z-41 approved steel-toe safety shoes to be worn daily at work in accordance with the City's Safety and Loss Control Program. The shoe allowance will be issued by ~~October~~ November 15, of each fiscal year to current employees in designated positions who were employed as of October 1, for the purchase and/or repair of safety shoes. The safety shoe allowance is $110.00 annually for certain designated positions. Electricians are authorized a safety shoe allowance of $200.00 annually. Employees in designated positions who are hired after October 1st of each fiscal year will receive one-half of the shoe allowance ($55.00 or, for Electricians, $100.00) upon employment and the remaining one-half of the allowance paid upon successful completion of the six (6) month probationary period. The Union agrees the shoe allowance processed in the June 25, 2015 payroll will apply as the fiscal year 2016 show allowance. Fiscal years 2017 and 2018 will be processed in accordance with the above language.

Employees who are authorized a safety shoe allowance but fail to wear the required

safety shoes may be relieved of duty without pay and subject to disciplinary action.

1. Any in-house safety committee established in a work area where bargaining unit employees work, shall have representation by employees in covered positions as selected by the City.

2. The City shall consult periodically with medical professionals and obtain recommendations for providing inoculations for employees in job descriptions where inoculations are recommended.

ARTICLE 18 BULLETIN BOARDS

18.1 The Union shall be provided partial use of suitable bulletin boards, including at least one (1) at each area working location so designated by the City, consistent with Section 6.2 of Article 6. The Union may, if it is so desired, provide a bulletin board of standard size for its own exclusive use in keeping with the decor of the working location, with the approval of the City.

18.2 The Union agrees that it shall use space on bulletin boards, as provided in Section 18.1 above, only for the following purposes:

1. Notice of Union Meetings
2. Union elections
3. Reports of Union committees
4. Recreational and social affairs of the Union
5. Notices by public bodies
6. All other postings authorized by the Human Resources Manager

18.3 Copies of all material, notices, or announcements shall be submitted to the Human

Resources Manager for approval before they are posted.

18.4 No material, notices, or announcements shall be posted which contain anything political or controversial, or anything adversely reflecting upon the City of Cocoa, its independent agencies, or employees. Any Union authorized violation of this section shall entitle the City to cancel immediately the provisions of this section and to remove bulletin boards or the partial use thereof. The City shall make reasonable effort to prevent unauthorized removal, covering or defacing of Union materials by unauthorized personnel.

ARTICLE 19 JURY DUTY

19.1 Permanent full time employees shall be granted time off with pay, for reporting for jury duty upon presenting satisfactory evidence relating to service to management. Compensation received from jury duty will be assigned by the employee to the City.

19.2 If an employee is released from jury duty two (2) or more hours prior to the end of the employee's regularly scheduled work shift, the employee shall be required to report for work except as otherwise authorized by the employee's immediate supervisor.

19.3 In the event an employee who works shifts is called to jury duty, the employee shall be rescheduled to day shift for the duration of said jury duty.

ARTICLE 20 TIME OFF FOR VOTING

20.1 During primary or general elections, the City shall allow employees who are registered and eligible to vote sufficient time off, not to exceed two (2) hours, for the purpose of voting. Time off will be without a loss of pay, and based on the employee's hours of work and location/distance of voting precinct. Voting time will be scheduled at the discretion of the Division Manager or designee, in such a fashion as not to interfere with normal work production.

The location of the bargaining unit member's precinct and his/her work schedule shall be considered in scheduling time off. Time off for voting is not granted to those employees who can reasonably vote before or after their scheduled hours.

20.2 Provided Florida law related to absentee voting and early voting do not change during the term of this agreement, bargaining unit members will not be provided time off without a loss of pay for the purposes of voting. Employees who are scheduled to work on Election Day are encouraged to either vote by absentee ballot or participate in early voting. In the event Florida law related to absentee voting and early voting be changed that would negatively impede an employee's ability to exercise their right to vote, at the bargaining unit's request, 20.1 would apply.

ARTICLE 21 SEVERABILITY

21.1 If any provision of this Agreement shall be found to be invalid by any court having jurisdiction in respect thereof, such findings shall not affect the remainder of this Agreement, and all other terms and provisions shall continue in full force and effect. Upon any such judicial determination, the City and the Union will promptly negotiate and endeavor to reach an agreement upon a substitute for the provisions found to be invalid.

ARTICLE 22 SAVINGS CLAUSE

22.1 All rights, privileges and working conditions enjoyed by members of the bargaining unit at the present time which are included in this Agreement, shall remain in full force and effect unless changed by mutual consent.

22.2 The parties recognize that the City's Employee Handbook and procedures which cover subjects not expressly covered in this Agreement shall be applicable to all bargaining unit

employees. No benefits shall exist for bargaining unit members other than those set forth in this Agreement and/or applicable City policies and procedures, and any changes thereto.

ARTICLE 23 PROBATIONARY PERIOD FOR EMPLOYEES

23.1 The City will require a six (6) month probationary period for all new employees in all departments, which may be extended by management for ninety (90) days.

23.2 All probationary employees are to be evaluated in writing at the end of six (6) months.

23.3 Employees covered by this Agreement shall be allowed check-off of Union dues during their probationary period, provided employees request such deduction in writing as outlined in Article 2.

23.4 Initial probationary employees are not covered in any way by the grievance procedure.

23.5 All permanent, full-time employees who are placed on probation for any reason (transfer, promotion, demotion or disciplinary action, etc.) shall be notified in writing by the employee's supervisor prior to said probation. No full-time permanent employee may be placed on probation longer than six (6) months and a written evaluation will be conducted at the end of probation.

~~23.5~~23.6Employees in a probationary status are not eligible for promotional or voluntary transfers during the probationary period.

ARTICLE 24 SENIORITY

24.1 Definitions

City Seniority: City-wide seniority is defined as the length of continuous service with the City of Cocoa. Such seniority shall be acquired by a full-time employee after completion of a probationary period, at which time seniority shall be retroactive to the first day of employment. City-wide seniority shall apply to accrual of all benefits and to promotional vacancies.

Department Seniority: Department seniority is defined as the length of employment within the employee's current department. Department seniority shall accrue as of the first day of employment or transfer into a new department. Department seniority shall apply in cases of termination by force reduction (layoff). Division seniority shall be considered when scheduling shifts. Division seniority will be considered for requests for vacation only [deleted bold] as outlined in Article 10, Vacations and overtime as outlined in Article 13.

24.2 Cumulation: Seniority shall accumulate during absence because of illness, injury, vacation, or other authorized leave.

24.3 Termination of Seniority: Seniority shall be broken when an employee:

A. Terminates voluntarily

B. Is discharged for just cause

C. Is on leave of absence in excess of six (6) months.

D. Is on layoff status and has not been recalled in one (1) year.

E. Retirement.

F. Failure to return from approved leaves of absence (including Family and Medical Leave and Military Leave) or Workers' Compensation disability.

24.4 Leave Without Pay: For unpaid leaves of absence exceeding thirty (30) consecutive days, such time shall not accumulate as seniority, except as otherwise provided by law (e.g., Family and Medical Leave).

ARTICLE 25 REDUCTION IN FORCE

25.1 Should a reduction in the City's work force become necessary, termination by force reduction, hereinafter referred to as layoff, shall be accomplished in the following manner:

A. Layoffs shall be by classification within a department. Upon establishing the number of employees to be laid off within a classification in a department, the City shall layoff the least senior employee first and continue laying off the least senior employee until its force reduction in the affected classification or classifications within that department is met.

B. If an employee is scheduled to be laid off, said employee shall be offered a comparable position or demotion to a lower classification, provided such a vacancy exists and said employee is qualified to fill the position.

C. If there is more than one (1) employee subject to the above provisions, the most senior qualified laid-off employee shall be offered the vacancy. If there is more than one (1) vacancy, said vacancies shall continue to be offered to the senior qualified laid off employee until all vacancies are filled.

25.2 Employees being laid off or demoted shall be eligible for recall in accordance with the following procedure:

A. An employee who is demoted or laid off shall retain recall rights to a job in the same classification within the department from which the employee was demoted or laid off. Recall rights shall remain in full force and effect for a period equal to the employee's total length of service not to exceed one (1) year.

B. The most senior qualified laid off employee shall be offered recall to a job in the employee's classification until the City's staffing requirements are met.

C. Notification of recall shall be sent to a laid off employee by certified mail to the address last known to the City.

D. After notification is received by the laid off employee, the employee must report to the City's Human Resources Division within three (3) working days or the employee shall forfeit all rights to be recalled by the City.

25.3 Employees who are scheduled to be laid off shall receive ten (10) working days notice or, in the alternative, ten (10) days' pay.

25.4 If it becomes necessary for the City to abolish a position or reduce the number of employees, severance pay will be granted as follows:

Years of Service	Severance Pay
1-5	2 weeks
6-10	4 weeks
11-25	6 weeks

ARTICLE 26 PROMOTIONAL VACANCIES

26.1 Notice of a vacancy in an existing or new position covered by this Agreement shall be posted for a period of five (5) working days on appropriate bulletin boards, with a closing date for in-house applications four (4) days after the posting date, to be accepted noted on the posting. Any employee who meets the minimum standards/requirements of the position may apply for the open position by submittal of the appropriate form and a resume detailing their work history and experience by the closing date. Applications received from in-house applicants after the position closing date will be considered with outside applicants.

26.2 The Human Resources Division will refer to the hiring department bids from qualified employees for interview. If fewer than three (3) qualified internal candidates apply, external candidates may be interviewed simultaneously. The manager/supervisor to whom the position

reports is responsible for interviewing and selecting the candidate who best matches the position requirements. In making this determination, the manager/supervisor shall consider the candidates' merit and ability, to include, but not limited to ~~as evidenced by~~ training, education, experience, certification, skills, ~~etc.~~, and based on valid minimum standards/requirements outlined in the position description. Seniority shall be the governing factor in making the selection only when all other criteria are equal.

26.3 An employee who is promoted to a position with a higher pay range shall have his pay rate increased by 5% and then placed in the new pay range or to the minimum pay rate of the new position, whichever is greater.

An employee who is transferred laterally to another position will not receive any pay increase or decrease. A lateral transfer is defined as going from one position in the same pay grade (minimum salary is the same) to another position in the same pay grade.

An employee who voluntarily applies for and is selected for a position in a lower pay range shall have his pay rate decreased by 5% for positions with one grade lower, and 10% for positions that are more than one grade lower. In no case may an employee be paid more than the new pay range.

26.4 In the event an employee is promoted, demoted, or transferred, pursuant to this Article, the employee will serve a probationary period of ninety (90) days in the new position, which may be extended in thirty (30) day increments by the City, regardless of the length of the employee's seniority, not to exceed a total of six (6) months [including the original ninety (90) days probation].

26.5 Should the employee be determined as unacceptable in the new position during the probationary period, the employee shall be returned to his or her former or comparable pay

grade/position and rate of pay, if vacant. If a position is not vacant, then the employee shall accept a position as close to the former position, in terms of pay grade/position and rate of pay, subject to the City's determination that the employee is suitable for the position.

26.6 The City supports and encourages employees to continue education and licenses for further promotion opportunities. The job posting process, outlined in section 26.1 above, should be waived in the following scenarios:

A. The Florida Department of Environmental Protection (FDEP) requires that operators of water and wastewater facilities possess a FDEP operator's license per Department of Environmental Regulation, Chapter 62-602. The City has designated positions from an Apprentice Operator, which is an entry level position and does not possess a license, through an "A" Licensed Operator. Each level of operator has specific criteria for position obtainment identified in the Regulation. The City will promote individuals upon attainment of a higher license when the employee has met the full requirements of the position/license.

B. Employees classified as an Industrial Electrician I will be promoted to Industrial Electrician II after successfully meeting the position requirements of the "II" level.

ARTICLE 27 INTENT OF AGREEMENT

27.1 The City and the Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force. The City and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of the employee's skill and ability without

regard to union membership, race, color, religious creed, national origin, ancestry, age, gender, family status (except as limited by Florida Statutes governing nepotism), or a disability which does not preclude the performance of the essential functions of the position, with reasonable accommodation(s) provided as necessary.

ARTICLE 28 – DURATION

28.1 If either the City or the Union desires to modify, amend, or terminate this Agreement at its normal expiration date~~, as specified in Section 28.2,~~ official notice of such desire must be given in writing at least ninety (90) days and not more than one-hundred-fifty (150) days prior to the termination of this Agreement. Within thirty (30) days following receipt of such notice, unless there is mutual agreement to the contrary, the City and the Union shall commence negotiations.

~~28.2 Wage increases (Article 14.1) may be re-opened in April, 2013 and in the 2nd and 3rd year of the contract.~~

28. 2~~3~~ This agreement shall be effective upon ratification by the City Council and the Union and shall remain in effect up to and including September 30, ~~2015~~2018.

CITY OF COCOA

APPENDIX A - EMPLOYEE GRIEVANCE FORM

o **Bargaining** o **FOP**
o **LIUNA**
o **IAFF**
o **Non-Bargaining**

Name: (PRINT)_____

Job Title: _____ **Employee ID: #** _____

Home Address: _____ **Zip:** _____

If Bargaining Unit - provide name of Union Steward: _____

Department: (Check one) ☐ Admin. Services ☐ City Manager ☐ City Clerk ☐ Fire ☐ Public Works ☐ Police ☐ Community Development ☐ Police ☐ Finance ☐Utilities ☐ Other _____
Division: _____

Policy/Section and/or Contract/Article Violated: Section(s): _____

Page(s): _____*(Must provide a copy of the page(s) you are referencing)*

Date of Alleged Violation:__ __ / __ __ / __ __

Provide a brief description of the grievance: Explain how the grievance is related to the policy/ section and/or contract/article. (Attach additional sheets if needed): _____
_____
_____
_____

Your Suggested Remedy: _____
_____
_____
_____

Signature of Grievant: _____ **Date:** __ __ / __ __ / __ __

_____

STEP 1

Receiving Supt./Div. Manager: _____**Date:** __ __ / __ __ / __ __

Hearing Date: __ __ / __ __ / __ __

Response and Date: (See attached response) ☐**Settled** ☐**Withdrawn** ☐**Advanced**

Settled: (Employee Signature):_____**Date:** __ __ / __ __ / __ __

NOT Settled, Appeal to STEP II. (Employee Signature):_____**Date**: __ __ / __ __ / __ __

CITY OF COCOA
EMPLOYEE GRIEVANCE FORM

STEP II

Receiving Department Director:_____**Date:** __ __ **/** __ __ **/** __ __

Hearing Date: __ __ / __ __ / __

Response and Date: (See attached response) ☐ **Settled** ☐ **Withdrawn** ☐ **Advanced**

Settled: (Employee Signature) _____**Date:** __ __ / __ __ / __ __

NOT Settled: Appeal to STEP III.

(Employee Signature) _____Date: __ __ / __ __ / __ __

STEP III (CITY MANAGER)

Receiving HR Representative: _____Date: __ __ / __ __ / __ __

Hearing Date: __ __ / __ __ / __ __

Response and Date: (See attached response)

Upheld Denied Modified

City Manager: _____Date: __ __ / __ __ / __ __

HR Manager: _____Date: __ __ / __ __ / __ __

APPENDIX B -CLASSIFICATION AND PAY PLAN

COVERED POSITIONS	PAY GRADE
~~Accounting Clerk~~	~~L10~~
Apprentice Electrician	~~L10~~L5
~~Apprentice Mechanic~~	~~L09~~
Apprentice Operator	~~L13~~L6
Automotive Stock Clerk	L4
Backflow Technician	~~L11~~L5
Cashier	~~L11~~L5
Certified Operator “C”	~~L14~~L7
Certified Operator “B”	~~L15~~L8
Certified Operator “A”	~~L16~~L9
Crew Leader	~~L14~~L7
Custodial Worker/Janitorial Attendent	~~L06~~L2
Customer Service Representative	~~L11~~L5
Customer Service Field Representative	~~L11~~L5
~~Data Entry Clerk~~	~~L08~~
Electrician I	~~L12~~L6
Electrician II	~~L17~~L9
Environmental Analyst I	~~L14~~L7
Environmental Analyst II	~~L17~~L9
~~Equipment Operator~~	~~L09~~

Heavy Equipment Operator	~~L13~~L7
~~Instrument Technician~~Industrial Electrician I	~~L12~~L6
~~Instrument Technician~~Industrial Electrician II	~~L17~~L9
~~Laborer~~	~~L06~~
Maintenance Worker I	~~L07~~L3
Maintenance Worker II	~~L09~~L4
Maintenance Worker III	~~L12~~L5
Mechanic I	~~L12~~L6
Mechanic II	~~L16~~L8
Meter Reader	~~L10~~L4
Meter Technician	L5
~~Receiving/Inventory Control Clerk~~	~~L10~~
Sludge Equipment Operator	~~L10~~L5
Stock Clerk	~~L09~~L4
Senior Stock Clerk	~~L10~~L5
~~Supervisor I~~	~~L12~~
~~Utilities Field Coordinator~~	~~L09~~
Utility Line Locator	~~L11~~L5
Utility Mechanic I	~~L10~~L5
Utility Mechanic II	~~L16~~L8
Valve Operator	~~L11~~L5

SIGNATURE PAGE

CITY OF COCOA

Henry U. Parrish III
Mayor

John A. Titkanich, Jr.
City Manager

Date Signed

LOCAL 678

Benjamin Basora
Business Agent

~~Gino Didomenico~~Frank Palmieri
Chief Union Steward

Date Signed

Legislation Details (With Text)

File #:	16-64	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	2/12/2016			**In control:**	City Council
On agenda:	2/23/2016			**Final action:**	
Title:	To provide approval for the City to apply for the Victims of Crime Act (VOCA) Grant in the amount of $76,895, of which $15,379 is match requirement in the application in order to provide victim advocate services to crime victims. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	VOCA Internal Application Job Analysis.pdf VOCA Match Budget Breakdown.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 12, 2016
Agenda Date: February 23, 2016
Prepared By: Eric Austin
Requested Action:

To provide approval for the City to apply for the Victims of Crime Act (VOCA) Grant in the amount of $76,895, of which $15,379 is match requirement in the application in order to provide victim advocate services to crime victims.

BACKGROUND:

The Office of the Attorney General (OAG) has announced the availability of Victims of Crime Act (VOCA) grant funds from the U.S. Department of Justice. The purpose of the VOCA grant funds is to support victims of crime by providing services that respond to the emotional and physical needs of crime victims, assist victims of crime to stabilize their lives after victimization, assist victims to understand and participate in the criminal justice system, and to provide victims of crime with a measure of safety and security.

The Cocoa Police Department is committed to reducing crime in Cocoa by strengthening our citizen's understanding of victimization. A victim advocate devotes attention to the various needs of the victim by acting as a liaison with officers, keeping the victim informed on their case, and arms them with knowledge to reduce the potential for further harm.

The funding for this project would be a necessity in providing further assistance to victims of crime in Cocoa. According to the Cocoa Police Department's Uniform Crime Report from 2015, there were 334 Violent Crime incidents. Of those, 280 were Domestic Violence related incidents. If the requested funding was granted, the agency would be able to continue to staff a Victim Advocate, who would ensure that every crime victim in Cocoa would be assisted and supported through the criminal justice process.

The Victim Services Program, which began October 1, 2013, has been a great success, and as more citizens of Cocoa are aware of the victim services the Cocoa Police Department offers, the more demand on the advocate. The Victim Advocate provides crisis intervention counseling, follow-up contact for cases, personal advocacy, criminal justice support, information and referrals to local organization and agencies, emotional support, assistance with property return, assistance with filing crime victims compensation, assistance in filing for injunctions and accompanying the individual to court hearing(s), locating transportation, and assisting in locating translators. The types of victims/survivors served so far are domestic violence, burglary/home invasion, assault/battery, child victims of physical abuse, homicide, robbery, fraud, and elder abuse. The Victim Advocate has created essential working relationships with other criminal justice agencies and local organizations. There has been a wonderful response from the citizens served through this program who would have otherwise fallen through the cracks. This program has proven to be a much needed part of the City of Cocoa and the Police Department.

As part of the VOCA Grant, the City would receive $61,516 from the U.S. Department of Justice to implement this program. A 25% City match of the total program budget, (15,379) is necessary and required to establish services for the City. This makes the total program budget $76,895. The position will be budgeted in FY17 when the funding becomes available October 1, 2016. This position will only be funded by this grant for one year, and if successful, staff will apply in future years for continual support. As part of the third year application process, the City can utilize the Victim Advocate volunteers as an in-kind match. The City intends on matching approximately 260 volunteer hours.

The grant cycle will run from October 1, 2016 to September 30, 2017. The Police Department will budget the in-kind/cash match in FY 2016, since the program is slated to be conducted in that fiscal year.

STRATEGIC PLAN CONNECTION:

The Victim Advocate Program compliments the efforts of the Cocoa Police Department in reducing crime and enhancing the quality of life in our community by providing immediate and long term assistance to the victims and survivors of crime.

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	N/A

- There is no budgetary impact for FY 2016 as the grant would not be awarded until FY 2017.
- The Police Department will budget the appropriate funds for FY 2017 as part of the City's required total program 25% match.

- The Police Department will request, through grant application and budget, the appropriate estimated funds for FY 2017 to complete the project as follows:

Amount Requested	$ 41,392
Account Number	001-2101-521-12-00
Account Name	Salary/Wages
Amount Requested	$ 3,167
Account Number	001-2101-521-21-00
Account Name	FICA
Amount Requested	$ 3,051
Account Number	001-2101-521-22-00
Account Name	Retirement
Amount Requested	$ 11,396
Account Number	001-2101-521-23-00
Account Name	Life/Health Insurance
Amount Requested	$ 110
Account Number	001-2101-521-24-00
Account Name	Worker's Comp
Amount Requested	$ 2,400
Account Number	001-2101-521-27-00
Account Name	Non-Union Benefit

- The Police Department will match, through general funds, supervisor pay and benefits, and volunteer hours, the appropriate estimated funds for FY 2017 to complete the project as follows:

Amount Matched	$ 635
Account Number	001-2100-521-43-00
Account Name	Electric/Water/Sewer
Amount Matched	$ 1,716
Account Number	001-2100-521-41-00
Account Name	Communications
Amount Matched	$ 2,507
Account Number	001-2100-521-52-00
Account Name	Operating (Office Supplies)
Amount Matched	$ 5,142
Account Number	001-2100-521-12-00
Account Name	Regular Salaries
Amount Matched	$ 393

Account Number	001-2100-521-21-00
Account Name	FICA
Amount Matched	$ 1,268
Account Number	001-2100-521-22-01
Account Name	Retirement
Amount Matched	$ 1,404
Account Number	001-2100-521-23-00
Account Name	Life/Health Insurance
Amount Matched	$ 221
Account Number	001-2100-521-24-00
Account Name	Worker's Comp
Amount Matched	$2,093
Account Name	Volunteer Hours

RECOMMENDED MOTION:

To provide approval for the City to apply for the Victims of Crime Act (VOCA) Grant in the amount of $76,895, of which $15,379 is match requirement in the application in order to provide victim advocate services to crime victims.

COCOA
FLORIDA

GRANT APPLICATION SUBMITTAL FORM
SECTION I

DEPARTMENT: Police	**DIVISION: Support Services**
POINT OF CONTACT: Michael Cantaloupe	**PROJECT MANAGER: Eric Austin**
NAME OF GRANT: FY 2017 Victims of Crime Act (VOCA) Grant	
CFDA#/CFSA#: N/A	**DATE DEPT. RECEIVED RFP: 01/10/16**
AMOUNT REQUESTED: $ 59,681.40	**GRANT DUE DATE: 02/26/16**
PROJECT DESCRIPTION: The Victim Advocate position provides services to victims of crime. The Victim Advocate responds to emotional and physical needs of crime victims, assists in stabilizing their lives after victimization, assists in understanding the criminal justice system, and provides victims of crime with a measure of safety and security.	
COUNCIL REQUIRED: X YES NO	**TARGET DATE TO COUNCIL: 2/23/16**
MATCH REQUIRED: X YES NO (IF YES, HOW MUCH?:) $ 14,920.35	**MATCH BUDGETED: ☐ YES X NO**
REIMBURSEMENT GRANT: X YES ☐ NO	**SCHEDULE FOR REIMBURSEMENT: MONTHLY**
Expense Account Number(s) to be used: 2100 & 2101	
WHAT ARE THE REPORTING REQUIREMENTS? 1. Monthly Progress Reporting 2. Monthly Financial Status Reporting 3. Quarterly Progress Reporting	
FUTURE REQUIREMENTS TO CONSIDER: Program requires 20% match from non-federal sources. One year performance period.	
IS THE DEPARTMENT PREPARED TO APPLY: X YES ☐ NO	
EXPLAIN:	

Please submit a copy of the grant / request for proposal with this form to the Grants Administrator after the Department Director has signed it.

SECTION II
REQUIRED IF GRANT EXCEEDS $1,000

APPLICATION APPROVALS:

Department Director — Date: 2/11/16

Grants Administrator — Date: 2/11/16

Deputy Finance Director — Date: 2/11/16

Finance Director — Date: 2.11.16

City Manager — Date: 2/11/16

SECTION III

COMMENTS / CONCERNS OR SPECIAL NOTES:

Organization: City of Cocoa Police Department

Applicant Information

Provide the legal name of the Applicant Agency. If awarded funding, this information will be used for contract purposes.

City of Cocoa Police Department

Federal Data Universal Numbering System (DUNS) Number:	079195608
Federal Employee Identification Number (FEIN):	596000292
Registered with the System of Award Management (formally CCR)?	Yes

Agency Director:

Prefix (Mr., Ms., Dr., etc.)	Mr.	Title:	City Manager
Name:	John A. Titkanich, Jr.		
Telephone #:	(321) 433-8660	Fax #:	(321) 433-8670
Mailing Address: (Street, P.O. Box, etc.)	65 Stone Street		
City:	Cocoa	State:	Florida
Zip Code:	32922-7807		
Email Address:	jtitkanich@cocoafl.org		

Performance Report Contact:

Prefix (Mr., Ms., Dr., etc.)	Mrs.	Title:	Victim Advocate Coordinator
Name:	Michele Beccera-Williams		
Telephone #:	(321) 637-6382	Fax #:	(321) 637-6357
Mailing Address: (Street, P.O. Box, etc.)	1226 West King Street		
City:	Cocoa	State:	Florida
Zip Code:	32922-7807		
Email Address:	mwilliams@cocoapolice.com		

Financial Contact:

Prefix (Mr., Ms., Dr., etc.)	Mr.	Title:	Grants Administrator
Name:	Anthony Hagan		

Organization: City of Cocoa Police Department

Applicant Information

Telephone #:	(321) 433-8684	Fax #: (321) 433-8608
Mailing Address: (Street, P.O. Box, etc.)	65 Stone Street	
City:	Cocoa	State: Florida
Zip Code:	32922-7807	
Email Address:	ahagan@cocoafl.org	

I acknowledge that I have read, understand, and agree to the conditions set forth in the Victims of Crime Act (VOCA) Grant Application, Instructions and the Final Program Guidelines for the duration of the grant period. I certify that the information contained in this application is true, complete and correct.

I acknowledge that the applicant agency, if awarded a VOCA grant, will comply with Federal Rules Regulating Grants and State Criteria. Subrecipients must comply with the applicable provisions of VOCA, the Final Program Guidelines, the requirements of the OJP Financial Guide, effective edition, and all laws, rules and regulations applicable to expenditures of State funds including the Reference Guide for State Expenditures. Subrecipients must maintain appropriate programmatic and financial records that fully disclose the amount and disposition of VOCA funds received. This includes: financial documentation for disbursements; daily time and attendance records specifying time devoted to allowable VOCA victim services; client files; the portion of the project supplied by other sources of revenue; job descriptions; contracts for services; and other records which facilitate an effective audit. Subrecipients will abide by any additional eligibility or service criteria as established by the state grantee including submitting statistical and programmatic information on the use and impact of VOCA funds, as requested.

PUBLIC AGENCIES ONLY: I hereby certify that pursuant to the VOCA Final Program Guidelines, grant funds will be used to enhance or expand services and will not be used to supplant state and local funds that would otherwise be available for crime victim services.

Signature of Agency Director: John A. Titkanich, Jr. AICP **Date:** January 21, 2016 2:12PM

Organization: City of Cocoa Police Department

Agency Eligibility

1) **Identify which of the following categories best describes the applicant agency:**

Public

2) **Describe the type of implementing agency (choose only one category):**

✔ **Government Agencies Only (choose one from the drop-down menu):**
Law Enforcement

Describe Other:

Campus Organizations Only (choose one from the drop-down menu):

Describe Other:

Non-profit Organization Only (choose one from the drop-down menu):

Federally Recognized Tribal Governments, Agencies, and Organizations Only (choose one from the drop-down menu):

Describe Other:

3) **Judicial circuit to be served:**
Eighteenth

4) **Subgrantee Agency Service Area(s) (List the counties that cover the service area of your organization);**
Brevard County

5) **List the total population of the counties to be served:**
547,307

6) **Describe the geographic characteristics of the service are (choose one from the drop-down menu):**
Mixed

7) **Congressional District(s) served:**
8th

8) **Describe the purpose of the Proposed VOCA sub award: (choose one from the drop-down**

menu):
Continue a VOCA funded victim project funded in a previous year

9) **Funds will primarily be used to (choose one from the drop-down menu):**
Continue existing services to crime victims

10) **Is the applicant organization faith-based? (choose one from the drop-down menu):**
No

Organization: City of Cocoa Police Department

Certification Regarding Debarment

Instructions for Certification

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

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

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

4.The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

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

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

Organization: City of Cocoa Police Department

Certification Regarding Debarment

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

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

U. S. DEPARTMENT OF JUSTICE
OFFICE OF THE COMPROLLER
OFFICE OF JUSTICE PROGRAMS

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67.510. Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 B 19211).

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

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

John A Titkanich, Jr. / City Manager
Name and Title of Authorized Official

✔
Signature of Authorized Official

January 21, 2016 2:20PM
Date Signed

City of Cocoa Police Department
Name of Organization

65 Stone Street

Address of Organization

Organization: City of Cocoa Police Department

Special Conditions Certification

Victims of Crime Act (VOCA) Section 539, Consolidated and Further Continuing Appropriations Act, 2013, Special Conditions Certification Form

Section 539 of the Consolidation and further Continuing Appropriations Act, 2013 provides the following requirement:

Computer Network Requirement

The Agency understands and agrees that:

a)No award funds may be used to maintain or establish a computer network system unless such network blocks the viewing, downloading, and exchanging of pornography, and

b)Nothing in item (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

* Each agency must have some type of blocking software, if their networks are supported ("maintained") by VOCA funds;
* This includes the purchase of new computer equipment (computers, monitors and printers), or software of any kind (new and/or updates) for the computer network system.

AGENCY CERTIFICATION:

✔ VOCA funding is **NOT USED** to maintain or establish a computer network system.

OR

VOCA funding is **USED** to maintain or establish a computer network system. However, the computer network system is (select one below):

Is currently blocking the viewing, downloading, and exchanging of pornography, or

Is not able to block the viewing, downloading and exchanging of pornography. Anticipated date of blocking software purchase (fill in date), or

Exempt because organization is a Federal, State, tribal, or local law enforcement agency, or an entity carrying out criminal investigations, prosecutions, or adjudication activities.

Agency Name: City of Cocoa Police Department

Name of Authorized Official: John A Titkanich, Jr. / City Manager

Signature and Title of Authorized Official: ✔

Date of Certification: 1/21/2016

Organization: City of Cocoa Police Department

Special Conditions Certification

OAG Staff Only:

Approved

Not Approved

Approved By

January 21, 2016 2:20PM
Date Approved

Organization: City of Cocoa Police Department

Standard Assurances

Department of Justice	**AWARD CONTINUATION**
Office of Justice Programs	**SHEET**
Office for Victims of Crime	**Grant**

1. Applicability of Part 200 Uniform Requirements
The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.
If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.
Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).
For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm
In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP Website (currently, the "2015 DOJ Grants Financial Guide").

3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.

4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted

a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -
mail: Office of the Inspector General U.S. Department of Justice Investigations Division
950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530
e-mail: hotline@usdoj.gov
hotline: (contact information in English and Spanish): (800) 869-4400
or
hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig

7. Restrictions and certifications regarding non-disclosure agreements and related matters.
No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of)such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award --

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting

waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at www.ojp.gov/funding/sam.htm (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and

Subgrantees, available at www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm

14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

17. A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).

18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

19. The Grantee authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant. The State will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

20. The Grantee agrees to submit a Subgrant Award Report (SAR) to OVC for each subgrantee of the VOCA victim assistance funds, within ninety (90) days of awarding funds to subgrantees. States and territories are required to submit this information through the automated system.

21. VOCA Requirements
The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State

certifies that funds under this award will:

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

a) be awarded only to eligible victim assistance organizations, 42 U.S.C. 10603(a)(2);
b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 42 U.S.C. 10603(a)(2); and
c) be allocated in accordance with program guidelines or regulations implementing 42 U.S.C. 10603(a)(2)(A) and 42 U.S.C. 10603(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

22. Demographic Data
The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

23. Discrimination Findings
The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

24. The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

25. The recipient agrees to ensure that at least one key grantee official attends the annual VOCA National Training Conference. Any recipient unable to attend must get prior approval by OVC in writing.

26. The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at www.ojp.gov/funding/ffata.htm (Award condition: Reporting

Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

27. The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at CivilRightsMOA@usdoj.gov within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by OJP or any other authorized persons. The required elements of the MOA are set forth at www.ojp.usdoj.gov/funding/other_requirements.htm, under the heading, "Civil Rights Compliance Specific to State Administering Agencies."

28. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) performance reports on the performance metrics identified by OVC, and in the time and manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction. Beginning October 1, 2015, the recipient agrees to submit (and, as necessary, require sub-recipients to submit) such information quarterly.

29. The recipient must require all non-profit sub-recipients of VOCA Assistance funding under this award to make their financial statements available online (either on the recipient's, the sub-recipient's, or another publicly available website). OVC will consider sub-recipient organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

30. The recipient must require all non-profit sub-recipients of VOCA Assistance funding under this award to certify their non-profit status. Sub-recipients may certify their non-profit status by submitting a statement to the recipient (to be placed in the grant file) affirmatively asserting that the sub-recipient is a non-profit organization, and indicating that it has on file, and available upon audit, either – 1) a copy of the recipient's 501(c)(3) designation letter; 2) a letter from the recipient's state/territory taxing body or state/territory attorney general stating that the recipient is a non-profit organization operating within the state/territory; or 3) a copy of the recipient's state/territory certificate of incorporation that substantiates its non-profit status. Sub-recipients that are local non-profit affiliates of state/territory or national non-profits should have available proof of (1), (2) or (3), and a statement by the state/territory or national parent organization that the recipient is a local non-profit affiliate.

Agency Name:	City of Cocoa Police Department
Name of Authorized Official:	John A Titkanich, Jr. / City Manager
Signature of Authorized Official:	✔

Organization: City of Cocoa Police Department

Standard Assurances

Date Signed: January 21, 2016 2:20PM

Organization: City of Cocoa Police Department

EEOP Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements
Carefully read the instructions below and then complete the applicable section for your agency.

Recipient's Name: City of Cocoa Police Department
DUNS Number: 079195608
Address: 65 Stone Street
, Cocoa, Florida, 32922-7807
Grant Title: VOCA 2016
Grant Number: VOCA-2016-City of Cocoa Police Depa-00329

Requested Award Amount: $0
Name and Title of Contract Person: Mr. John A. Titkanich, Jr. City Manager
Telephone Number: (321) 433-8660
E-Mail Address: jtitkanich@cocoafl.org

Section A - Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

Recipient has less than fifty employees.

Recipient is a nonprofit organization.

Recipient is an Indian tribe.

Recipient is an educational institution.

Recipient is a medical institution.

Recipient is receiving an award less than $25,000.

I, *[responsible official]*,
certify that *[recipient]* is
not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.
I further certify that *[recipient]*
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

✔ **Section B - Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying that an EEOP is on File for Review**

If a recipient agency has fifty or more employees and is receiving a single award or subaward of $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, John A. Titkanich *[responsible official]*,
certify that City of Cocoa Police Department *[recipient]*,
which has fifty or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review

by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

The City of Cocoa / City Hall *[organization]*,
65 Stone Street, Cocoa FL 32922 *[Address]*.

Section C - Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of $500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, *[responsible official]*,
certify that *[recipient]*,
which has fifty or more employees and is receiving a single award of $500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on *[date]* to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

John A Titkanich, Jr. / City Manager
Name and Title of Authorized Official

✔
Signature of Authorized Official

January 21, 2016 2:22PM
Date Signed

Organization: City of Cocoa Police Department

Related Parties Questionnaire

Agency Name: City of Cocoa Police Department

1) Are there currently any family relationships that exist between the board of directors, the agency's principal officers, the agency's employees, and any independent contractors? Yes

If yes, describe any and all family relationships that exist and indicate if your agency has a related parties policy.

The City Manager is married to one of our police officers, but not one that is involved in grant activities.

2) Are you aware of any interests, direct or indirect, that exist with the current board of directors, the current agency principal officers, the current agency employees, or any current independent contractors in the following area?

A) Sale, purchase, exchange, or leasing of property? No
B) Receiving or furnishing of goods, services, or facilities? No
C) Transfer or receipt of compensation, fringe benefits, or income or assets? No
D) Maintenance of bank balances as compensating balances for the benefit of another? No

If yes to any above, describe any and all interests that you are aware of at this time.

3) Are any current board of directors, current agency's principal officers, current agency's employees, or any current independent contractors indebted to the agency? No

If yes, describe any and all family relationships that exist and indicate if your agency has a related parties policy.

4) Have any current board of directors, current agency principal officers, current agency employees, or any current independent contractors misappropriated assets or committed other forms of fraud against the agency? No

If yes, describe any and all family relationships that exist and indicate if your agency has a related parties policy.

By signing this form, I hereby certify that the information contained in this questionnaire is true and accurate to

the best of my knowledge and belief. I acknowledge my obligation to notify the Office of the Attorney General VOCA Grant Manager for this contract of any changes to the information provided.

John A Titkanich, Jr. / City Manager
Name and Title of Authorized Official

✔
Signature of Authorized Official

January 21, 2016 2:23PM
Date Signed

Organization: City of Cocoa Police Department

Funding Source Chart

Applicants must provide information that demonstrates community support of its services; financial support from non-federal sources; non-federal resources for the required 20% program match (unless in-kind match is utilized); and, if a new program, shows that 25-50% of the total financial support is from non-federal sources.

Budget and Staffing

Provide the amount of funding that is allocated to victim services within the applicant agency for the current fiscal year and the amount requested for the proposed VOCA project. Do not report the entire agency budget, unless the entire budget is devoted to victim services programs. Round amounts to the nearest dollar, and include all expenses which are budgeted for the victim services program (i.e., personnel costs which include salaries for directors, clerical/support staff, victim advocates, counselors, etc.; training costs; equipment such as computers, fax machines, printers, copiers, telephones, and furnishings, etc.; operating costs such as utilities, postage, printing, office supplies, travel, counseling supplies, etc.). Please note: Do not include in-kind match.

What is the fiscal year of your sub grantee agency?
(choose one from the drop-down menu to the right)
Other Defined:

Funding Source	Agency Total Victim Services Budget (Current Fiscal Year)	Proposed VOCA Project Budget
Federal Funding *Describe below		
VOCA grant request (excluding match)		
State Funds		
Local, Public or Private Funds		
Other: (Describe at right)		
Totals		

*For the judicial circuit you are requesting funding with this application

* If the applicant agency currently receives federal funding for victim services, indicate the source(s) and the use of those funds. (Response is limited to 1000 characters.) If this is not applicable, please indicate "N/A."

Organization: City of Cocoa Police Department

VOCA Personnel Budget

Agency Name:

Complete the table below and provide information about each position requested. In the Budget Narrative section indicate if the salary/benefit expenses listed include costs that are anticipated during the 12 month period. For example, raises and increases in benefit costs, as well as any other information needed to support the request.

Provide a job description for all proposed VOCA-funded staff and indicate the percentage of time by each job duty. Failure to provide VOCA allowable job descriptions may result in a reduction to your request. The job description must reflect VOCA allowable activities that are equal to or greater than the percentage of the position that is VOCA funded.

RATE: A percentage should be indicated for those benefits that are calculated by using a percentage of the gross salary, e.g., retirement is often calculated in this manner.

Personnel:

	Total Actual Cost (from chart below)	Total Amount VOCA Funded	Percent VOCA Funded	VOCA Funded FTE
Position:				

Personnel Narrative:

Sub-Total

Agency Contribution for Personnel Expenses

Pay Schedule: (choose one from the drop-down menu)

Position Number:

Hours per week =
Hourly Rate =

	RATE	Yearly Employer Cost	Per Pay Period Approved Budget
Gross Salary			
FICA	%		
Retirement	%		
Health Ins.			
Life Ins.			
Dental Ins.			
Workers Comp	%		
Unemployment (1st $7K)	%		

VOCA 2016-2017

Organization: City of Cocoa Police Department

VOCA Personnel Budget

Other:

TOTAL

Explanation (if applicable):

Is this position used as a matching expense Y/N?

Organization: City of Cocoa Police Department

VOCA Contractual Budget

Agency name:

For each contractual service listed, include a description of the service to be provided, the business name of the contractor, the cost per unit of service, and the estimated units of service to be used. Indicate in the narrative section how the number of services requested was determined. Also, give a description of a unit of service, e.g., a 60 minute unit of legal services, a 60 minute individual therapy session, and a 90 minute group therapy session.

EXAMPLE - Budget Narrative:
Therapy, Inc., will provide therapy for adult survivors of incest. It is anticipated that this service will be used approximately 10 times during the year.

Contractual Services - Contracts for specialized services:

Name of Business or Contractor / Budget Narrative	Cost Per Unit of Service	Estimated Units of Service	Total

Name of Business or Contractor:
Budget Narrative:

Contractual Subtotal

Organization: City of Cocoa Police Department

VOCA Equipment Budget

Agency Name:

Items included in this section must be furniture and/or equipment costing $2,500 or more. If awarded funds in this category, prior approval is required before purchasing items. Provide a justification for the equipment purchase requests.
EXAMPLE - Narrative Response:
The computer will increase the advocate's ability to reach and better serve crime victims. The cost listed above is for a complete computer package which includes the computer, monitor, software and printer.
ALL EQUIPMENT PURCHASES MUST BE PRE-APPROVED PRIOR TO THE ACTUAL PURCHASE

Equipment:

Description of Equipment and a Budget Narrative	Number	Cost Per Item	Total
Description of Equipment: Budget Narrative:			
Equipment Subtotal			

Organization: City of Cocoa Police Department

VOCA Operating Budget

Agency name:

Office supplies such as paper, pencils, toner, printing, books, postage, transportation for victims; monthly service costs for telephone or utilities; staff travel (for direct service to crime victims only), etc. Furniture and equipment costing less than $2,500 should be requested from this budget category. In the narrative section, provide a brief description of the operating expenses and note if the cost is pro-rated. Indicate how the number and cost of services requested were determined (by FTE? by % use? by sq/ft?).

EXAMPLE- Narrative Response:
The Victim Advocate will need monthly telephone service calculated at $20 per month, which is the standard rate budgeted for new positions in this agency.

Operating:

Description of Operating Cost and a Budget Narrative	Number	Cost Per Item	Total
Description of Operating Cost: Budget Narrative:			
Operating Subtotal			

Organization: City of Cocoa Police Department

VOCA Training Budget

Agency Name:

Training requested must be to enhance delivery of victim services.
Travel associated with training must adhere to the State of Florida Travel Rules.
If awarded funds in this category, additional information will be required prior to incurring costs associated with training.
The narrative should include the name and detailed information on the training and a justification for how it will enhance
direct services to crime victims.

Florida Administrative Rules related to travel expenses:

Click Here

Section 112.061, Florida Statutes- Travel Expenses:

Click Here

Reference Guide for State Expenditures:

Click Here

Training Expenses:

Description of Training Expenses and a Budget Narrative	Number	Cost Per Item	Total
Description of Training Expenses:			
Budget Narrative:			
Training Subtotal			

VOCA 2016-2017

Organization: City of Cocoa Police Department

VOCA Match Budget

Agency Name:

Program Match: The Final Program Guidelines require that all proposals provide a 20% match of the total VOCA project. Total VOCA Project is defined as the VOCA Budget Request plus the Program Match. Match funds are subject to the same restrictions that govern VOCA grant funds, i.e., the source of program match must be a VOCA-allowable expenditure. Training is not approved as a matching contribution.

To determine the amount of match required by the Final Program Guidelines for the proposed VOCA project, divide the total amount of the VOCA Budget Request by four. The result is the amount of the program match. For example, if the VOCA Budget Request is $30,000, then divide $30,000 by four which equals $7,500. In this case, the required match is $7,500 which equals 20% of the total VOCA project. The following further illustrates the program match requirement:

$30,000
+ $7,500
$37,500

Allowable match funds may include, but are not limited to, volunteers, staff salaries, rent, equipment, operating costs, etc. Federal funds from other sources cannot be used for VOCA match. Match used for the VOCA project cannot be used as match for any other grant. Do not over report match, i.e., do not provide match in excess of 20% of the total VOCA project. Match may be provided as either cash or in-kind or a combination of cash and in-kind as follows:

Cash Match: A cash match is any cost component that is included in the agency's overall budget as it applies to the provision of direct services for victims of crime, i.e., staff providing direct victim services, travel related to the delivery of direct victim services, rent paid by the agency for the portion of the program providing direct victim services, etc. If the agency pays for the expense, then it may be used as a cash match.

In-Kind Match: An in-kind match includes donated items or services that benefit the program but which do not have a dollar value assigned for budgeted purposes. For example, programs may use volunteer hours as match. The value placed on donated services must be consistent with the rate of compensation paid for similar work in the applicant agency. If the required skills are not found in the applicant agency, the rate of compensation must be consistent with the labor market. Programs may use items donated by other programs or individuals as in-kind match, i.e., rent and utilities used for the provision of direct services to victims and donated by another source outside the agency.

The Program match section is an itemized description by budget category of proposed matching contributions. The budget categories are personnel, contractual services, equipment and operating expenses. Provide a detailed (itemized) list and a budget narrative for each budgeted category. Indicate the funding source and indicate if it is a cash or in-kind match. Do not over report required match. Unless otherwise approved by the OAG, reported match must be consistent with the monthly reimbursement request.

Match Narrative: Describe in detail the type of Match, whether cash or in-kind, the budget category, etc. Submit

Organization: City of Cocoa Police Department

VOCA Match Budget

the same detailed information for match as provided for VOCA funded items. If match is in the personnel category for paid staff complete the table below (attach additional page(s) if needed) and provide the total salary and benefits and percentage. Attach job descriptions for all paid staff and/or volunteers reported as Match. Job descriptions must reflect VOCA allowable activities that are equal to or greater than the percentage of the position that is reported as Match. Failure to provide VOCA allowable job descriptions may result in a reduction to your request.

EXAMPLES- Match Narrative:
Our agency utilizes volunteers who provide direct services to victims of crime, such as intake clerks, clerical (types reports and calls victims) and victim advocates. The agency anticipates using volunteers at the equivalent of 20 - 23 hours per week x 52 weeks x $5.15 for a match of $5,698.
* Only those agencies with an established volunteer component are eligible to utilize volunteers as match.

The agency rents office space from the Global Company at $14,400 annually and the agency's pro-rated portion for office space for volunteers and supervisor of the victim advocate would be approximately 19% (or $234 per month) x 12 months = $2,807.

Approximately 5% of the Victim Advocate Supervisor position will be utilized to provide supervision for the victim advocate position. The supervisor's total salary and benefits equal $32,000.

Program Match Description	Funding Source May not be derived from Federal Dollars	Cash or In-Kind	Budget Category	Match Amount
Match Sub-Total				

Budget Narrative:

VOCA FTE %	%			
Hours per week =	RATE	Employer Cost	Reported Match =	
Hourly Rate =			%	
Annual Gross Salary				
FICA	%			
Retirement	%			
Health Ins.				
Life Ins.				
Dental Ins.				
Workers Comp	%			
Unemployment	%			
Other				
TOTAL				

Explanation (if applicable):

VOCA 2016-2017

Organization: City of Cocoa Police Department

VOCA Budget Request

Budget Summary By Category	Total VOCA Budget Request	Total VOCA Approved Budget
Personnel (10A)		
Contractual Services (10B)		
Equipment (10C)		
Operating Expenses (10D)		
Training Expenses (10E)		
Total		

Required Match Part 11

Total paid staff for agency's victim services program (total number of full-time equivalent staff (FTE) for the current fiscal year):

Number of staff requested from VOCA, expressed in FTE's:
Number of staff requested as matching expenses, expressed in FTE's:
Total staff requested, expressed in FTE's:

Child Abuse
(Include services for child physical abuse/neglect and child sexual assault/abuse)
Domestic and Family Violence
Adult Sexual Assault
Underserved
(includes DUI/DWI crashes, survivors of homicide victims, assault, adults molested as children, elder abuse, victims with disabilities, robbery, other violent crimes)

MATCH (financial support from other sources)

Value of in-kind match
Cash match
Total match

Match waiver

Organization: City of Cocoa Police Department

Use of VOCA and Match Funds

INSTRUCTION: For this request, check the category of service and subcategory that best identifies the types of services or activities that will be provided by the VOCA-funded project as described below.
Note: Report only those program activities that will be implemented with VOCA and Match funds.

Check all that apply

INFORMATION & REFERRAL

- Information about the criminal justice process
- Information about victim rights, how to obtain notification, etc.
- Referral to other victim service programs
- Referral to other services, supports and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)

PERSONAL ADVOCACY/ACCOMPANIMENT

- Victim advocacy/accompaniment to emergency medical care
- Victim advocacy/accompaniment to medical forensic exam
- Law enforcement interview advocacy/accompaniment
- Prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and with victim/witness)
- Criminal advocacy/accompaniment
- Civil advocacy/accompaniment (includes victim advocate assisting with protection orders)
- Individual advocacy (assistance in applying for public benefits, return of personal property or effects)
- Performance of medical forensic exam or interview, or medical evidence collection
- Immigration assistance (e.g. special visa, continued presence application, and other immigration relief)
- Intervention with employer, creditor, landlord, or academic institution
- Child and/or dependent are assistance (provided by agency)
- Transportation assistance (provided by agency)
- Interpreter services
- Assistance with victim compensation

EMOTIONAL SUPPORT OR SAFETY SERVICES

- Crisis intervention (in-person, includes safety planning, etc.)
- Therapy (traditional, cultural, or alternative healing: art, writing, or play therapy; etc.)

Hotline/crisis line counseling

Individual counseling

On-scene crisis response (e.g., community crisis response)

Support groups (facilitated or peer)

Emergency financial assistance (includes emergency loans and petty cash, payment for items such as food and/or clothing, changing windows and/or locks, taxis, prophylactic and non prophylactic meds, durable medical equipment, etc.)

SHELTER/HOUSING SERVICES

Emergency shelter or safe house

Transitional housing

Relocation assistance

CRIMINAL/CIVIL JUSTICE SYSTEM ASSISTANCE

Notification of criminal justice events (e.g., case status, arrest, court proceedings, case disposition, release, etc.)

Victim impact statement assistance

Assistance with restitution (includes assistance in requesting and when collection efforts are not successful)

Emergency justice-related assistance

Civil legal attorney assistance in obtaining protection or restraining order

Civil legal attorney assistance with family law issues (e.g., custody, visitation, or support)

Immigration attorney assistance (e.g., special visas, continued presence application, and other immigration relief)

Other civil legal attorney assistance (e.g., landlord/tenant, employment, etc.)

Prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and with victim/witness

Criminal advocacy/accompaniment

Civil advocacy/accompaniment (includes victim advocate assisting with protection orders)

Organization: City of Cocoa Police Department

Statement of Need

Statement of Need: The statement of need must provide a description about why this project is needed. Be clear and avoid acronyms.

Underserved Victims: Applicants are encouraged to identify gaps in available services for "underserved" victims and to seek funding to provide services to these victims. Underserved populations may include, but are not limited to, child-on-child abuse, child abuse by non-caretaker, crimes against the elderly, non-English speaking persons, persons with disabilities, victims of federal crimes, victims of workplace violence and members of racial or minorities.

1) Briefly describe the need for services to victims of crime that will be addressed using VOCA funding. If needed, define the deficiency of services to victims.

2) Provide information about crime statistics for all counties that will be served in the service area. Specifically, detail the statistics related to the need described in #1.

3) Provide demographic information **about the population of all of the counties that will be served.** At a minimum, provide information about gender, race, or national origin and age for the service area.

4) Provide demographic information **about the population to be served through the proposed VOCA project. At a minimum provide information using agency historical data about gender, race or national origin and age for the service area.**

Organization: City of Cocoa Police Department

Project Proposal

The project proposal must clearly outline what needs to be done and by whom in order to address the needs identified in the statement of need.
The project proposal pertains only to the services related to the proposed Total VOCA Project (VOCA grant plus match activities).

1) Describe which services will be provided to the crime victims described in the statement of need. Summarize which services will be provided by each proposed VOCA funded personnel position or contractor. Specifically, indicate how the proposed personnel, operating, contractual, equipment and training expenses are associated with the provision of services to crime victims: consistency

2) Provide a listing of other agencies that will coordinate services with the applicant for the VOCA project and the services provided by each agency.

3) Describe in detail how the coordination of services will be accomplished.
Indicate if a Memorandum of Agreement or other formal coordination plan is in place.

4) Does a duplication of service exist? (Choose one from the drop-down menu):
If yes, please explain.

5) The Final Program Guidelines mandate that grant recipients use volunteers in the victim services program. Describe how volunteers will be utilized to provide services to crime victims. If the agency does not currently utilize volunteers, please explain how they will be recruited and incorporated into the victim services program.

6) Identify the number of volunteer hours supporting the work of this VOCA award for subgrantee agency's victimization program/services.

Volunteers provided
Hours of Service annually
FTE equivalent (hours provided divided by 2080)

7) If applicable, provide a justification for not billing Victim Compensation for services that may be funded through Victim Compensation. For example, therapy services requested as part of the personnel or contractual budgets.
If this is not applicable, please indicate "N/A."

8) The agencies that receive VOCA grant funding are required to comply with the Federal statutes and regulations that prohibit discrimination in federally assisted programs or activities. Recipients may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability. Also, recipients may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. In order to ensure VOCA-funded agencies fulfill the expectations of the Federal civil rights obligations all organizations that receive VOCA funding must complete the online civil rights training curriculum for recipients offered by the Office for Civil Rights. If awarded VOCA grant funding will the applicant agency complete the required training and comply with all applicable Federal statutes and regulations related to civil rights and nondiscrimination?
(Choose one from the drop-down menu below)

Organization: City of Cocoa Police Department

Victims Served and Types of Services

Agency Name:

The number of victims indicated should include the number of new victims provided services by VOCA funded and matching staff during the grant period. The figures indicated should be based on historical data and/or the anticipated need of the population served through the VOCA project. If awarded funding, the applicant agency will be expected to fulfill these performance measures.

Recipients of VOCA funding are required to provide services to victims of Federal crimes and to provide assistance with the VOCA Crime Victim Compensation program.

VOCA Grant Request
(from the Budget Summary Page)

# of Victims to be Served	Type of Victim	$ Amount per Category	% of Total Grant Amount	# of Other Types of Victims to be Served	For other types of crimes, identify and list each separately below.
	Adult Physical Assault (Includes Aggravated and Simple Assault)		%		
	Adult Sexual Assault		%		
	Adults Sexually Abused/Assaulted as Children		%		
	Arson		%		
	Bullying (Verbal, Cyber or Physical)		%		
	Burglary		%		
	Child Physical Abuse or Neglect		%		
	Child Pornography		%		
	Child Sexual Abuse/Assault		%		
	Domestic and/or Family Violence		%		
	DUI/DWI Incidents		%		
	Elder Abuse or Neglect		%		
	Hate Crime: Racial/Religious/Gender/Sexual Orientation/Other (Explanation Required)		%		
	Human Trafficking: Labor		%		
	Human Trafficking: Sex		%		

Victims Served and Types of Services

	Identity Theft/Fraud/Financial Crime	%
	Kidnapping	%
	Mass Violence (Domestic/International)	%
	Other Vehicular Victimization (e.g., Hit and Run)	%
	Robbery	%
	Stalking/Harassment	%
	Survivors of Homicide Victims	%
	Teen Dating Victimization	%
	Terrorism (Domestic/International)	%
	Violation of a Court Order	%
Total Victims Served		%

Indicate the number of victims projected to receive the following services. In this section, only count a victim once, regardless of how many times the victim received a particular service. The total amount for any one service may not exceed the total number of victims projected to be served. See the VOCA Definitions for a description of each service.

# of Victims to be Served	Type of Service	# of Other Types of Services to be Provided	For other types of services, identify and list each separately below.
	Information and Referral		
	Personal Advocacy/Accompaniment		
	Emotional Support or Safety Services		
	Shelter/Housing Services		
	Criminal/Civil Justice System Assistance		
	Number of Victims Assisted with a Victim Compensation Application		
Total Services			**Subtotal of "Other" Services**

Organization: City of Cocoa Police Department

Required Documentation

Required Documentation:

Job descriptions: A job description is required for all proposed VOCA-funded personnel and match personnel and must indicate the percentage of time allocated for each task totaling 100% of the job duties. Job descriptions must reflect VOCA allowable activities that are equal to or greater than the percentage of the position that is VOCA funded. Failure to provide VOCA allowable job descriptions may result in a reduction to your request.

Letters of Support: Attach three (3) current letters of support from local community or government groups. A current letter is one that is dated during the current calendar year. It is the responsibility of the applicant agency to ensure letters highlight the applicant agency's record of providing effective services to victims of crime (if applicable), demonstrates the writer's support as well as the community's support of the services that are requested as part of VOCA Grant project. Do not provide more than three letters. The following will not be accepted:

*Letters from one individual that is not writing on behalf of a local community or government group
*Letters from individuals or units within the applicant agency
*Letters acknowledging conference or meeting participation
*Letters that are similar in content

Documentation of the agency's 501(c) 3 ruling from the Internal Revenue Service: Provide documentation to document the nonprofit status of the applicant agency. This may include:

*proof that the Internal Revenue Service recognizes the organization as being tax exempt under 501(c)(3) of the Internal Revenue Code;
*a statement from a state taxing body or state secretary of state certifying that the organization is a nonprofit organization and that no part of the organization's net earnings may benefit any private shareholder or individual;
*a certified copy of a certificate of incorporation or similar document establishing nonprofit status;
*any of the above, if it applies to a state or national parent organization, with a statement by the state or national parent organization that the applicant is a local nonprofit affiliate

Required Documentation Uploads

Upload Name: Upload Type:

OAG Only - Upload Section

Upload Name: Upload Type:

Organization: City of Cocoa Police Department

Agency Name: **Grant Number:**

Line Item Budget Catagory	Amount	% Allocated to this Agreement	Allowable	Reasonable	Necessary
Salaries		%			
Fringe Benefits		%			
Equipment		%			
Utilities		%			
Travel		%			
Miscellaneous		%			
Indirect cost/overhead		%			
TOTAL		%			

CERTIFICATION

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Name: Title:

Signature: Date:

FY 2016 Pay Change Analysis

FY 2016 ORIGINAL BUDGET	Pay Grade	Hours	Hourly Rate	Total Wages 12-00	Overtime 14-00	Total Special Pay 15-00	Clothing/ Shoe Allowance 20-00	FICA 21-00	Retirement 22-00	Total Life/Health Insurance 23-00	Workers' Comp 24-00	Non-Union Benefit 27-00	TOTALS
2100; Police / Administration						*(see comments)*		7.65%	FRS Regular		Clerical/Office		
Victim Advocate Coordinator - Full Time	GE9	2080	$0.00	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**
EXPENDITURES	**Pay Weeks**	**Benefit Weeks**	**Vac/Sick Hours**					7.65%	FRS Regular		Clerical/Office		
	0	0		$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**
REQUESTED CHANGE			Pay Grade										
This analysis is an estimate of salary and benefits as related to the current VOCA Coordinator. Assumes a 3% salary adjustment with employee +1 health, dental, and vision coverage.	**Weeks**	**Benefit**	GE9					7.65%	FRS Regular		Clerical/Office		
	52	48	$19.90	$41,392	$0	$0	$0	$3,167	$3,051	$11,396	$110	$2,400	**$61,516**
NET (COST)/SAVINGS (Original budget - Expended - Recommended Change)				**($41,392)**	**$0**	**$0**	**$0**	**($3,167)**	**($3,051)**	**($11,396)**	**($110)**	**($2,400)**	**($61,516)**

Comments:

If a current City employee transfers into the position from a lower pay grade, salary and/or benefit costs could be higher based on the transferring employee's current pay rate x 1.05% and/or current benefit enrollment. Additionally, retirement costs assume a new hire will participate within the FRS Retirement plan; if a transferring employee is in a higher cost retirement plan, retirement costs will also be higher.

Retirement and Insurance rates are based on actual FY 2015 budgeted rates. Workers' Comp rate is based on CY 2015 rates and FICA is calculated at a flat percent regardless of potential pre-tax adjustments.

Agency Name: City of Cocoa Police Department

PART 8. VOCA MATCH BUDGET

EXAMPLES- Match Narrative:
Our agency utilizes volunteers who provide direct services to victims of crime, such as intake clerks, clerical (types reports and calls victims) and victim advocates. The agency anticipates using volunteers at the equivalent of 20 - 23 hours per week x 52 weeks x $5.15 for a match of $5,698.
*** Only those agencies with an established volunteer component are eligible to utilize volunteers as match.**

The agency rents office space from the Global Company at $14,400 annually and the agency's pro rated portion for office space for volunteers and supervisor of the victim advocate would be approximately 19% (or $234 per month) x 12 months = $2,807.

Approximately 5% of the Victim Advocate Supervisor position will be utilized to provide supervision for the victim advocate position. The supervisor's total salary and benefits equal $32,000.

	Program Match Description	Funding Source May not be derived from Federal Dollars	Cash or In-kind	Budget Category	Match Amount
1	Electric Services	Local, Public or Private	CASH	Operating	$ 575
2	Internal Water / Sewer	Local, Public or Private	CASH	Operating	$ 60
3	Cell Phone	Local, Public or Private	CASH	Operating	$ 1,272
4	Air Card	Local, Public or Private	CASH	Operating	$ 444
5	Office Supplies	Local, Public or Private	CASH	Operating	$ 2,507
6	10% Police Sergeant Salary and Benefits	Local, Public or Private	CASH	Personnel	$ 8,428
7	Victim Advocate Volunteers	Donated	IN-KIND	Personnel	$ 2,093
8					
				Match Total	$ 15,379

Match Narrative:

1. The average monthly FPL bill of $4,600 / 95 employees = approximately $48 per month which comes to $575 annually.
2. The average annual cost of water services provided by the City is $5,700 / 95 employees = approximately $60 a year.
3. The average monthly cost of cell phone services is $53 x 12 months x 2 phones = approximately $1,272 annually.
4. The average monthly cost of air card services is $37 x 12 months = approximately $444 annually.
5. The office supplies include daily operating costs such as basic office supplies, ink, paper, folders, etc…
6. The Police Sergeant match is 10% of the base sergeant salary and benefits of $87,369 = $8,737.
7. The volunteer hours will be calculated at 5 hours per week at the minimum wage rate of $8.05 = $2,093.

Agency Name: City of Cocoa Police Department

PART 8. VOCA MATCH BUDGET

8.

Match Position:	Police Sergeant			
VOCA FTE %	0.10			
Hours per week =	40	RATE	Employer Cost	Reported MATCH=
Hourly Rate =	$ 24.72			10.00%
Annual Gross Salary	$ 51,418		$ 51,418	$ 5,142
FICA		7.65%	$ 3,933	$ 393
Retirement		24.67%	$ 12,685	$ 1,268
Health Ins.			$ 12,662	$ 1,266
Life Ins.			$ 174	$ 17
Dental Ins.			$ 862	$ 86
Workers Comp		4.30%	$ 2,211	$ 221
Unemployment (1st $7,000)			$ -	$ -
Other (provide explanation below):			$ 352	$ 35
		TOTAL	$ 84,297	$ 8,428

Match Position:				
VOCA FTE %	0.00			
Hours per week =		RATE	Employer Cost	Reported MATCH=
Hourly Rate =				
Annual Gross Salary	$ -		$ -	$ -
FICA			$ -	$ -
Retirement			$ -	$ -
Health Ins.				$ -
Life Ins.				$ -
Dental Ins.				$ -
Workers Comp			$ -	$ -
Unemployment (1st $7,000)			$ -	$ -
Other (provide explanation below):				$ -
		TOTAL	$ -	$ -

Explanation (if applicable):

Other is as follows:
Vision Coverage at $2.86 per week x 48 pay periods per year = $137, Long-term Disability at $4.48 per pay period x 48 pay periods per year = $215 per year
(4 months per year have 5 pay periods, which do not have insurance benefits taken out on the fifth pay period.)

Explanation (if applicable):

Match Position:				
VOCA FTE %	0.00			
Hours per week =		RATE	Employer Cost	Reported MATCH=
Hourly Rate =				
Annual Gross Salary	$ -		$ -	$ -
FICA			$ -	$ -
Retirement			$ -	$ -
Health Ins.				$ -
Life Ins.				$ -
Dental Ins.				$ -
Workers Comp			$ -	$ -
Unemployment (1st $7,000)			$ -	$ -

Match Position:				
VOCA FTE %	0.00			
Hours per week =		RATE	Employer Cost	Reported MATCH=
Hourly Rate =				
Annual Gross Salary	$ -		$ -	$ -
FICA			$ -	$ -
Retirement			$ -	$ -
Health Ins.				$ -
Life Ins.				$ -
Dental Ins.				$ -
Workers Comp			$ -	$ -
Unemployment (1st $7,000)			$ -	$ -

Legislation Details (With Text)

File #:	16-65	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	2/12/2016			**In control:**	City Council
On agenda:	2/23/2016			**Final action:**	
Title:	Approve a resolution supporting the recommended build alternative for the proposed improvements of Clearlake Road (State Road 501). (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SR 501 Clearlake Road Resolution 2.23.16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 12, 2016
Agenda Date: February 23, 2016
Prepared By: Everett J. Wegerif, P.E., Public Works Director
Through: Department Director
Requested Action:
Approve a resolution supporting the recommended build alternative for the proposed improvements of Clearlake Road (State Road 501)

BACKGROUND:

The City of Cocoa and the Space Coast Transportation Planning Organization (SCTPO) has identified the portion of Clearlake Road to Michigan Avenue to Industry Road as a corridor requiring improvements to meet future transportation needs. Florida Department of Transportation has been conducting a PD&E study to evaluate needed improvements to Clearlake Road (SR501) from south of Michigan Avenue to west of Industry Road. FDOT has conducted public meetings to discuss the possible widening alternatives and impacts and has presented City Council with various options for the widening and alignment of Clearlake Road.

FDOT is requesting Council's support of their recommended Build Alternative for the Clearlake Road PD&E study which includes the West Alignment (from Michigan Avenue to Otterbein Avenue and the 35 mph Bulb Out Alternative (from Otterbein Avenue to Industry Road). Throughout the project, the improvements will provide two travel lanes in each direction with a 22-foot wide median, 7-foot wide buffered bicycle lanes and 6-foot wide sidewalks on both sides.

In anticipation of possible future development on the parcels located south of SR 528 and west of the FEC Railroad Right of Way, The City is requesting that FDOT continue to work closely with the City and SCTPO staff to ensure that the final improvements to Clearlake Road do not preclude future

access opportunities to these parcels.

STRATEGIC PLAN CONNECTION:

These roadway improvements will provide for increased pedestrian and vehicular safety.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

Council was provided project updates by FDOT during the February 24, 2015 and the October 13, 2015 council meetings

RECOMMENDED MOTION:

Approve a resolution supporting the recommended build alternative for the proposed improvements of Clearlake Road (State Road 501)

RESOLUTION NO. 2016-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, SUPPORTING THE RECOMMENDED BUILD ALTERNATIVE FOR THE PROPOSED IMPROVEMENTS OF CLEARLAKE ROAD (STATE ROAD 501); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city of Cocoa and the Space Coast Transportation Planning Organization (SCTPO) have identified the portion of Clearlake Road from Michigan Avenue to Industry Road as a corridor requiring improvements to meet future transportation needs; and

WHEREAS, the Florida Department of Transportation (FDOT) is conducting a Project Development and Environment (PD&E) Study to evaluate needed improvements to Clearlake Road (State Road 501) from south of Michigan Avenue to west of Industry Road in Brevard County; and

WHEREAS, Public meetings have been held by FDOT to discuss the possible widening alternatives and impacts; and

WHEREAS, the City Council has been presented with various options for the widening and alignment of Clearlake Road, including a recommended Build Alternative; and

WHEREAS, the FDOT is requesting the city of Cocoa to indicate their support of a selected alternative;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

The Cocoa City Council supports the recommended Build Alternative for the Clearlake Road (SR 501) Project Development and Environment (PD&E) Study, which includes the West Alignment (from Michigan Avenue to Otterbein Avenue) and the 35 mph Bulb Out Alternative (from Otterbein Avenue to Industry Road). Throughout the project, the improvements will provide two travel lanes in each direction with a 22 foot-wide-median, seven-foot-wide buffered bicycle lanes, and six-foot wide sidewalks on both sides. In anticipation of possible future development on the parcels located south of SR 528 and west of the FEC Railroad Right of Way, the City requests that the Department of Transportation continue to work closely with City and SCTPO staff to ensure that the final improvements to Clearlake Road do not preclude future access opportunities to these parcels.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 23rd day of February, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	16-39	**Version:**	1	**Name:**	January, 2016 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/29/2016			**In control:**	City Council
On agenda:	2/23/2016			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 01/31/2016.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.15 thru 01.31.16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	February 1, 2016
Agenda Date:	February 23, 2016
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 $25,000 and under $50,000 for period 10/01/2015 to 01/31/2016**.**

BACKGROUND:

The following reports for the period October 01, 2015 through January 31, 2016 provide a summary of all the purchases $25,000 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 10-01-15 thru 01-31-16

$25,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 71

City Manager = 36

City of Cocoa CRA Board = 4

City Council = 31

Purchase Order Approvals 10-01-15 thru 01-31-16
$25,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
66675	10/5/2015	Pace Analytical Services, Inc.	$ 28,000.00	10/2/2015	John A. Titkanich, Jr. AICP
66740	10/6/2015	Cutwater Asset Management Corp.	$ 37,500.00	10/5/2015	Micki Abdi (Acting)
66746	10/6/2015	Brevard County Board of County Comm.	$ 30,000.00	10/5/2015	Micki Abdi (Acting)
66760	10/6/2015	Garganese, Weiss & D'Agresta	$ 35,000.00	10/5/2015	Micki Abdi (Acting)
66797	10/7/2015	Ricoh USA, Inc.	$ 46,000.00	10/6/2015	John A. Titkanich, Jr. AICP
66902	10/9/2015	MCCI, LLC	$ 49,733.14	10/9/2015	Micki Abdi (Acting)
66964	10/15/2015	Iwater, Inc.	$ 32,000.00	10/14/2015	John A. Titkanich, Jr. AICP
66970	10/15/2015	Cemex	$ 25,000.00	10/14/2015	John A. Titkanich, Jr. AICP
66975	10/15/2015	Sunstate Meter & Supply Inc.	$ 27,224.00	10/14/2015	John A. Titkanich, Jr. AICP
66997	10/19/2015	Trane Orlando Company	$ 46,508.00	10/17/2015	John A. Titkanich, Jr. AICP
67041	10/22/2015	Quentin L. Hampton Assoc.	$ 30,281.00	10/21/2015	John A. Titkanich, Jr. AICP
67043	10/22/2015	Insource Software Solutions	$ 36,728.10	10/21/2015	John A. Titkanich, Jr. AICP
67044	10/22/2015	Brev Cty Emergency Management	$ 27,771.00	10/21/2015	John A. Titkanich, Jr. AICP
67061	10/22/2015	Architects RKZ, Inc.	$ 37,856.08	10/21/2015	John A. Titkanich, Jr. AICP
67062	10/22/2015	Industrial Chemicals Inc.	$ 27,680.00	10/21/2015	John A. Titkanich, Jr. AICP
67070	10/23/2015	Ring Power Corporation	$ 42,973.00	10/22/2015	John A. Titkanich, Jr. AICP
67077	10/26/2015	Air Liquid Industrial	$ 37,814.00	10/23/2015	John A. Titkanich, Jr. AICP
67113	10/29/2015	CDM Smith Inc.	$ 29,813.00	10/28/2015	John A. Titkanich, Jr. AICP
67152	11/5/2015	CDM Smith Inc.	$ 39,000.00	11/4/2015	Micki Abdi (Acting)
67182	11/9/2015	G4S Secure Solutions	$ 40,415.00	11/6/2015	John A. Titkanich, Jr. AICP
67183	11/9/2015	Cathedral Corporation	$ 30,000.00	11/6/2015	John A. Titkanich, Jr. AICP
67184	11/9/2015	Underwater Solutions, Inc.	$ 37,890.00	11/6/2015	John A. Titkanich, Jr. AICP
67185	11/9/2015	Garganese, Weiss & D'Agresta	$ 49,500.00	11/6/2015	John A. Titkanich, Jr. AICP
67221	11/16/2015	Parsons Brinckheroff Inc.	$ 30,000.00	11/13/2015	John A. Titkanich, Jr. AICP
67249	11/17/2015	CDM Smith Inc.	$ 30,000.00	11/16/2015	John A. Titkanich, Jr. AICP
67340	11/25/2015	Odyssey Manufacturing Co.	$ 30,560.00	11/24/2015	John A. Titkanich, Jr. AICP
67352	11/25/2015	Trekker Tractor LLC	$ 38,193.25	11/24/2015	John A. Titkanich, Jr. AICP
67396	12/3/2015	Odyssey Manufacturing Co.	$ 29,600.00	12/3/2015	John A. Titkanich, Jr. AICP
67397	12/3/2015	S & L Materials, Inc.	$ 35,000.00	12/3/2015	John A. Titkanich, Jr. AICP
67484	12/16/2015	Bauer Compressors Inc.	$ 45,061.80	12/15/2015	John A. Titkanich, Jr. AICP
67487	12/16/2015	Sunstate Meter & Supply Inc.	$ 43,350.00	12/15/2015	John A. Titkanich, Jr. AICP
67502	12/17/2015	Sunstate Meter & Supply Inc.	$ 41,644.80	12/17/2015	John A. Titkanich, Jr. AICP
67504	12/17/2015	Duval Ford	$ 29,850.00	12/17/2015	John A. Titkanich, Jr. AICP
67553	12/28/2015	FL Division of Workers Comp.	$ 27,318.63	12/28/2015	John A. Titkanich, Jr. AICP
67580	1/4/2016	CDM Smith Inc.	$ 49,250.00	12/30/2015	John A. Titkanich, Jr. AICP
67626	1/13/2016	Quentin L. Hampton Assoc.	$ 25,205.00	1/13/2016	John A. Titkanich, Jr. AICP

36 Purchase Order Approved by City Manager

Purchase Order Approvals 10-01-15 thru 01-31-16
$25,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
67362	11/30/2015	Cocoa Main Street	$ 25,000.00	11/3/2015	COCOA
67465	12/14/2015	Infrastructure	$ 33,841.00	2/3/2015	COCOA
67466	12/14/2015	Quentin L. Hampton Assoc.	$ 41,242.91	7/7/2015	COCOA
67497	12/16/2015	Alliance for Neighborhood	$ 25,000.00	12/14/2015	COCOA

4 Purchase Order Approved by CRA

Prepared by Purchasing 2/1/2016

Purchase Order Approvals 10-01-15 thru 01-31-16
$25,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
66741	10/6/2015	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
66742	10/6/2015	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
66907	10/12/2015	H&H Liquid Sludge Disposal, Inc.	$ 40,000.00	9/22/2015	City Council
66913	10/12/2015	ESRI Environmental Systems, Inc.	$ 27,275.00	9/9/2014	City Council
66914	10/12/2015	Glover Oil Company Inc.	$ 26,523.00	7/8/2014	City Council
66956	10/15/2015	Verizon Wireless	$ 42,720.00	7/24/2012	City Council
67042	10/22/2015	Glover Oil Company Inc.	$ 49,000.00	7/8/2014	City Council
67049	10/22/2015	Florida Power & Light	$ 30,000.00	10/13/2015	City Council
67051	10/22/2015	Florida Power & Light	$ 50,000.00	10/13/2015	City Council
67057	10/22/2015	Water Resource Associates	$ 49,500.00	3/24/2015	City Council
67058	10/22/2015	Glover Oil Company Inc.	$ 25,964.00	7/8/2014	City Council
67060	10/22/2015	Lisa Cullen Tax Collector	$ 41,200.00	10/21/2015	City Council
67064	10/22/2015	Brandes Design-Build, Inc.	$ 26,895.00	10/13/2015	City Council
67079	10/26/2015	Glover Oil Company Inc.	$ 28,175.06	7/8/2014	City Council
67237	11/16/2015	United Self Insured Services	$ 50,000.00	9/8/2015	City Council
67264	11/18/2015	CH2M Hill Engineers, Inc.	$ 28,240.22	10/14/2014	City Council
67265	11/18/2015	Coggin Ford	$ 46,904.48	11/10/2015	City Council
67267	11/18/2015	Coggin Ford	$ 27,059.94	11/10/2015	City Council
67269	11/18/2015	Coggin Ford	$ 28,386.97	11/10/2015	City Council
67317	11/23/2015	Coggin Ford	$ 27,296.91	11/23/2015	City Council
67341	11/25/2015	Don Reid Ford Inc.	$ 25,506.00	11/10/2015	City Council
67342	11/25/2015	Don Reid Ford Inc.	$ 25,506.00	11/10/2015	City Council
67343	11/25/2015	Coggin Ford	$ 27,059.94	11/10/2015	City Council
67351	11/25/2015	Coggin Ford	$ 40,950.54	11/10/2015	City Council
67353	11/25/2015	CH2M Hill Engineers, Inc.	$ 38,151.51	5/27/2014	City Council
67398	12/3/2015	Villages Construction Inc.	$ 37,009.89	10/13/2015	City Council
67399	12/3/2015	Myra Planning & Design	$ 45,285.65	3/24/2015	City Council
67401	12/3/2015	Bussen Mayer Engineering	$ 45,000.00	6/23/2015	City Council
67526	12/22/2015	CH2M Hill Engineers, Inc.	$ 25,884.84	12/8/2015	City Council
67560	12/28/2015	Glover Oil Company Inc.	$ 36,908.19	7/8/2014	City Council
67668	1/27/2016	Glover Oil Company Inc.	$ 26,201.85	7/8/2014	City Council

31 Purchase Order Approved by City Council

Prepared by Purchasing 2/1/2016

Legislation Details (With Text)

File #:	16-49	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/8/2016			**In control:**	City Council
On agenda:	2/23/2016			**Final action:**	
Title:	Review The Employee Health Center usage report provided by CareATC. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa Year over Year Dashboard January 2016.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 9, 2016
Agenda Date: February 23, 2016
Prepared By: Gina Maxwell, Human Resources Manager
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Review The Employee Health Center usage report provided by CareATC.

BACKGROUND:

The Employee Health Center is a benefit at no cost to the employee that provides for primary health care, pre-packaged generic prescriptions, and lab services. The model of the center focuses on primary and preventive care with the goal of reducing claims on the City's medical plan. Provided is the utilization report that covers the timeframe during the month of January, there were 254 usage encounters with a total of 218 prescriptions dispensed. Some of the appointments at the Employee Health Center were for the Personal Health Assessments (PHAs), resulting in a total of 35 chronic diseases identified.

STRATEGIC PLAN CONNECTION:

Offering the Employee Health Center as an employee benefit aids in retaining qualified employees and helps contain the City's health care costs which aids in the City's financial sustainability goals.

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Information item only.

Cocoa Health Center Usage Dashboard Total Since Inception

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use		Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Total	**4,041**	**484**	**378**	**106**	**261**	**157**	**272**	**307**	**213**	**70**		**747**	**988**	**377**	**477**	**3,415**

** Unique visit: Number of individual patients that have visited the Health Center since opening (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 2

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year Two Health Fair PHAs July 2015															114	
Sep-15	316	162	143	19	22	11	19	18	31	2	50	63	81	33	21	207
Oct-15	372	156	133	23	25	7	17	25	21	0	45	70	39	39	26	385
Nov-15	284	153	126	27	17	20	14	30	12	0	32	41	76	2	2	179
Dec-15	275	152	120	32	17	8	10	30	7	1	24	32	56	5	3	213
Jan-16	254	144	112	32	9	10	7	9	7	2	26	28	35	3	6	218
Total	**1,501**				**90**	**56**	**67**	**112**	**78**	**5**		**234**	**287**	**82**	**172**	**1,202**

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 1

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year One Health Fair PHAs July 2014															134	
Sep-14	146	100	90	10	6	12	22	20	10	7	32	37	71	33	38	71
Oct-14	248	148	130	18	16	8	30	33	5	9	52	59	85	72	16	186
Nov-14	168	114	92	22	16	5	14	13	10	5	35	36	47	23	16	120
Dec-14	183	92	74	18	15	5	17	17	6	5	34	37	50	20	11	170
Jan-15	219	96	85	11	12	4	22	14	11	6	37	45	57	18	14	119
Feb-15	185	93	80	13	14	7	11	10	12	3	30	33	43	9	9	183
Mar-15	238	96	83	13	10	7	16	10	14	7	34	41	54	4	7	229
Apr-15	238	88	70	18	12	11	13	18	11	1	28	38	54	2	5	264
May-15	239	86	73	13	27	7	8	15	14	6	30	40	50	2	6	194
Jun-15	197	114	93	21	9	7	4	7	6	5	18	23	29	1	3	205
Jul-15 Added 4 hrs	276	119	102	17	22	15	17	17	10	5	40	50	64	41	21	284
Aug-15	203	177	150	27	12	13	31	21	26	6	63	74	97	70	25	188
Total	**2,540**				**171**	**101**	**205**	**195**	**135**	**65**		**513**	**701**	**295**	**305**	**2213**

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*

Legislation Details (With Text)

File #:	16-52	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/9/2016			**In control:**	City Council
On agenda:	2/23/2016			**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 Classification Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 9, 2016
Agenda Date: February 23, 2016
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 2016 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund.

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 2016 Budget by Classification Report - Summary Listing

Through 1/31/2016

Target for December is 33%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 6,821,651		$ 4,196,189.36	$ 2,625,461.64	62%
OTHER PERMITS AND FEES	$ 3,366,886		$ 1,610,961.56	$ 1,755,924.44	48%
INTERGOVERNMENTAL	$ 3,788,514		$ 315,755.53	$ 3,472,758.47	8%
CHARGES FOR SERVICES	$ 11,012,280		$ 3,557,813.77	$ 7,454,466.23	32%
FINES AND FORFEITURES	$ 24,495		$ 9,329.31	$ 15,165.69	38%
MISCELLANEOUS	$ 793,005		$ 169,122.23	$ 623,882.77	21%
OTHER SOURCES (NON-REVENUE)	$ 13,385,712		$ 2,229,348.00	$ 11,156,364.00	17%
REVENUE TOTALS	**$ 39,192,543**		**$ 12,088,519.76**	**$ 27,104,023.24**	**31%**
EXPENSE					
SALARIES AND BENEFITS	$ 20,909,031	$ 15,105.60	$ 6,236,933.95	$ 14,656,991.45	30%
OPERATING EXPENDITURES	$ 9,891,556	$ 2,326,639.34	$ 2,173,706.99	$ 5,391,209.67	45%
CAPITAL OUTLAY	$ 5,642,353	$ 2,423,604.88	$ 658,031.37	$ 2,560,716.75	55%
GRANTS, AIDS AND OTHER	$ 2,749,603	$ 7,600.00	$ 657,272.00	$ 2,084,731.00	24%
EXPENSE TOTALS	**$ 39,192,543**	**$ 4,772,949.82**	**$ 9,725,944.31**	**$ 24,693,648.87**	37%
REVENUE TOTALS	**$ 39,192,543**	**$ -**	**$ 12,088,519.76**	**$ 27,104,023.24**	**31%**
EXPENSE TOTALS	**$ 39,192,543**	**$ 4,772,949.82**	**$ 9,725,944.31**	**$ 24,693,648.87**	**37%**
	$ -	**$ (4,772,949.82)**	**$ 2,362,575.45**		

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	387,392	.00		1,549,568	3,711,691.10	240	4,648,710	937,018.90
20 00	DELINQUENT TAXES	3,333	.00		13,332	240.86	2	40,000	39,759.14
25 00	PENALTIES RE: TAXES	416	.00		1,664	2,173.89	131	5,000	2,826.11
30 00	TAX CERTIFICATES	16,666	.00		66,664	.00		200,000	200,000.00
311 **	AD VALOREM	407,807	.00		1,631,228	3,714,105.85	228	4,893,710	1,179,604.15
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	24,954	24,931.05	100	99,816	51,440.26	52	299,452	248,011.74
312 **	SALES USE AND FUEL TAXES	24,954	24,931.05	100	99,816	51,440.26	52	299,452	248,011.74
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	82,314	84,559.93	103	329,256	242,773.77	74	987,768	744,994.23
40 00	GAS	1,732	1,363.80	79	6,928	2,722.55	39	20,784	18,061.45
80 00	PROPANE	1,300	2,151.73	166	5,200	4,420.83	85	15,605	11,184.17
314 **	UTILITY SERVICE TAX	85,346	88,075.46	103	341,384	249,917.15	73	1,024,157	774,239.85
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	36,194	31,361.43	87	144,776	32,538.53	23	434,332	401,793.47
315 **	COMMUNICATION SERVICE TAX	36,194	31,361.43	87	144,776	32,538.53	23	434,332	401,793.47
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	14,166	2,156.09	15	56,664	148,187.57	262	170,000	21,812.43
316 **	LOCAL BUSINESS TAX	14,166	2,156.09	15	56,664	148,187.57	262	170,000	21,812.43
310 ***	TAXES	568,467	146,524.03	26	2,273,868	4,196,189.36	185	6,821,651	2,625,461.64
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
00 00	BUILDING PERMITS	11,416	17,833.01	156	45,664	73,560.10	161	137,000	63,439.90
10 00	TRAINING SURCHARGE	58	90.15	155	232	90.15	39	700	609.85
322 **	BUILDING PERMITS	11,474	17,923.16	156	45,896	73,650.25	161	137,700	64,049.75
323	FRANCHISE FEES								
10 00	ELECTRICITY	64,218	31,394.00-	49	256,872	16,335.58-	6	770,620	786,955.58
40 00	GAS	1,510	1,030.21	68	6,040	971.79	16	18,120	17,148.21
70 00	SOLID WASTE	14,703	14,927.10	102	58,812	60,379.06	103	176,446	116,066.94
323 **	FRANCHISE FEES	80,431	15,436.69-	19	321,724	45,015.27	14	965,186	920,170.73
325	SPECIAL ASSESSMENT								
12 01	FIRE PROTECTION	174,916	2,959.92	2	699,664	1,486,003.63	212	2,099,000	612,996.37

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
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	666	.00		2,664	1,077.40	40	8,000	6,922.60
12 03	PENALTIES	83	.00		332	344.37	104	1,000	655.63
12 04	TAX CERTIFICATES	12,500	.00		50,000	.00		150,000	150,000.00
12 *	SERVICE	188,165	2,959.92	2	752,660	1,487,425.40	198	2,258,000	770,574.60
325 **	SPECIAL ASSESSMENT	188,165	2,959.92	2	752,660	1,487,425.40	198	2,258,000	770,574.60
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	500	2,020.64	404	2,000	4,870.64	244	6,000	1,129.36
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
329 **	OTHER PERMITS & FEES	500	2,020.64	404	2,000	4,870.64	244	6,000	1,129.36
320 ***	OTHER PERMITS & FEES	280,570	7,467.03	3	1,122,280	1,610,961.56	144	3,366,886	1,755,924.44
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	33,333	.00		133,332	.00		400,000	400,000.00
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	33,333	.00		133,332	.00		400,000	400,000.00
20 01	RES OFFCR - CTY CONTRACT	2,608	.00		10,432	10,600.00	102	31,300	20,700.00
20 05	JAG GRANT	1,915	.00		7,660	22,980.00	300	22,980	.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	723	.00		2,892	.00		8,683	8,683.00
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	0	.00		0	.00		0	.00
20 *	PUBLIC SAFETY	5,246	.00		20,984	33,580.00	160	62,963	29,383.00
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	114,828	.00		229,656	.00		1,148,282	1,148,282.00
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	153,407	.00		383,972	33,580.00	9	1,611,245	1,577,665.00
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	3,750	.00		15,000	.00		45,000	45,000.00
333 **	PAYMENT IN LIEU OF TAXES	3,750	.00		15,000	.00		45,000	45,000.00

CITY OF COCOA, FLORIDA

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								
333	PAYMENT IN LIEU OF TAXES								
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
50 02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50 03	RESIDENTIAL RETROFIT	19,416	8,675.00	45	77,664	8,675.00	11	233,000	224,325.00
50 *	ECONOMIC ENVIRONMENT	19,416	8,675.00	45	77,664	8,675.00	11	233,000	224,325.00
61 10	BREVARD COUNTY EMS GRANT	1,578	.00		1,578	.00		14,200	14,200.00
90 30	HISTORIC PRESERVATION GRT	23,354	.00		93,416	.00		280,256	280,256.00
334 **	STATE GRANT	44,348	8,675.00	20	172,658	8,675.00	5	527,456	518,781.00
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	37,945	39,147.18	103	151,780	78,294.37	52	455,349	377,054.63
12 20	8TH CNT MUNICIPAL GAS TAX	12,561	12,166.46	97	50,244	24,332.92	48	150,732	126,399.08
12 *	STATE REVENUE SHARING	50,506	51,313.64	102	202,024	102,627.29	51	606,081	503,453.71
14 00	MOBILE HOME LICENSES	1,768	6,512.92	368	7,072	15,275.13	216	21,220	5,944.87
15 00	ALCOHOLIC BEVERAGE	1,764	.00		7,056	.00		21,169	21,169.00
18 00	LOCAL GOVERNMENT 1/2 CENT	77,819	79,563.93	102	311,276	155,598.11	50	933,828	778,229.89
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	1,876	.00		7,504	.00		22,515	22,515.00
335 **	STATE SHARED REVENUES	133,733	137,390.49	103	534,932	273,500.53	51	1,604,813	1,331,312.47
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	335,238	146,065.49	44	1,106,562	315,755.53	29	3,788,514	3,472,758.47
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
10 00	RECORDING FEES	0	.00		0	.00		0	.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
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
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	447,249	447,250.00	100	1,788,996	1,789,000.00	100	5,366,988	3,577,988.00
31 00	ADMIN FEES STORMWATER	4,759	4,759.00	100	19,036	19,036.00	100	57,111	38,075.00
40 00	CERTIFY/COPY/SEARCH	10,870	2,568.46	24	43,480	27,570.91	63	130,440	102,869.09
90 12	PASSPORT EXECUTION FEES	552	528.00	96	2,208	2,403.00	109	6,634	4,231.00
341 **	GENERAL GOVERNMENT	463,430	455,105.46	98	1,853,720	1,838,009.91	99	5,561,173	3,723,163.09
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	0	.00		0	.00		0	.00
90 00	OTHER PUBLIC SAFETY	0	.00		0	325.00		0	325.00-
90 01	FALSE ALARM FEES	625	3,270.00	523	2,500	6,430.00	257	7,510	1,080.00
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	625	3,270.00	523	2,500	6,755.00	270	7,510	755.00
342 **	PUBLIC SAFETY	625	3,270.00	523	2,500	6,755.00	270	7,510	755.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	33,235	.00		132,940	104,180.30	78	398,820	294,639.70
37 11	ROCKLEDGE	20,995	21,391.70	102	83,980	64,172.91	76	251,940	187,767.09
37 12	SUN LAKE	274	284.08	104	1,096	852.24	78	3,291	2,438.76
37 13	COLONY PARK	149	149.46	100	596	446.26	75	1,791	1,344.74
37 16	COCOA BEACH	8,670	8,647.23	100	34,680	25,901.33	75	104,040	78,138.67
37 17	CAPE CANAVERAL	7,157	7,105.01	99	28,628	21,353.27	75	85,884	64,530.73
37 18	TITUSVILLE	312	328.60	105	1,248	972.02	78	3,745	2,772.98
37 *	WATER BILLING SERVICES	70,792	37,906.08	54	283,168	217,878.33	77	849,511	631,632.67
39 01	SERVICE CHARGES	31,276	12,677.13	41	125,104	117,575.62	94	375,314	257,738.38
39 03	ADMIN CHARGES	33,211	28,251.70	85	132,844	121,671.70	92	398,542	276,870.30
39 04	PENALTIES	71,513	87,587.80	123	286,052	324,334.34	113	858,157	533,822.66
39 05	NSF CHECKS	2,673	3,179.59	119	10,692	12,594.20	118	32,079	19,484.80
39 *	WATER OTHER INCOME	138,673	131,696.22	95	554,692	576,175.86	104	1,664,092	1,087,916.14
41 10	GARBAGE REVENUES	176,569	172,099.23	98	706,276	692,731.77	98	2,118,834	1,426,102.23
41 20	RECYCLING REVENUE	17,567	16,735.33	95	70,268	68,142.35	97	210,812	142,669.65
41 30	GREEN WASTE	15,023	14,082.28	94	60,092	57,791.41	96	180,283	122,491.59
41 *	GARBAGE COLLECTION	209,159	202,916.84	97	836,636	818,665.53	98	2,509,929	1,691,263.47
45 10	BILLING FEE - WEST WASTE	7,939	7,977.72	101	31,756	23,902.38	75	95,268	71,365.62
45 20	SALE - RECYCLING MATERIAL	153	41.65	27	612	567.25	93	1,836	1,268.75

CITY OF COCOA, FLORIDA

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
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
45 *	GARBAGE - OTHER REVENUE	8,092	8,019.37	99	32,368	24,469.63	76	97,104	72,634.37
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	MEDIAN MAINTENANCE	4,361	.00		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	8,364	.00		33,456	.00		100,369	100,369.00
90 *	OTHER PHYSICAL ENVIRON	12,725	.00		50,900	13,084.00	26	152,705	139,621.00
343 **	PHYSICAL ENVIRONMENT	439,441	380,538.51	87	1,757,764	1,650,273.35	94	5,273,341	3,623,067.65
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	5,093	3,515.93	69	20,372	17,043.05	84	61,117	44,073.95
39 11	TENANT MAINTENANCE FEES	140	31.91	23	560	356.34	64	1,691	1,334.66
39 20	COCOA CIVIC CENTER	4,287	4,143.63	97	17,148	16,461.48	96	51,455	34,993.52
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,690	2,350.00	139	6,760	4,914.86	73	20,287	15,372.14
39 *	OTHER CULTURAL SERVICES	11,210	10,041.47	90	44,840	38,775.73	87	134,550	95,774.27
40 01	COCOA VILLAGE 10% GROSS	1,680	6,725.75	400	6,720	15,424.73	230	20,165	4,740.27
40 05	PERMIT FEES	135	150.00	111	540	650.00	120	1,625	975.00
40 10	MARDI GRAS	0	2,235.00		0	2,235.00		0	2,235.00-
40 *	SPECIAL EVENTS	1,815	9,110.75	502	7,260	18,309.73	252	21,790	3,480.27
50 10	EVENT FEES	822	.00		3,288	4,440.05	135	9,873	5,432.95
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	318	.00		1,272	1,250.00	98	3,818	2,568.00
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	1,140	.00		4,560	5,690.05	125	13,691	8,000.95
347 **	CULTURE/RECREATION	14,165	19,152.22	135	56,660	62,775.51	111	170,031	107,255.49
349	OTHER CHARGES FOR SERVICE								
01 00	CREDIT CARD FEES	18	.00		72	.00		225	225.00
349 **	OTHER CHARGES FOR SERVICE	18	.00		72	.00		225	225.00

CITY OF COCOA, FLORIDA

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
340		CHARGES FOR SERVICES								
349		OTHER CHARGES FOR SERVICE								
340	***	CHARGES FOR SERVICES	917,679	858,066.19	94	3,670,716	3,557,813.77	97	11,012,280	7,454,466.23
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	2,041	1,525.20	75	8,164	9,329.31	114	24,495	15,165.69
351	**	JUDGMENTS AND FINES	2,041	1,525.20	75	8,164	9,329.31	114	24,495	15,165.69
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	2,041	1,525.20	75	8,164	9,329.31	114	24,495	15,165.69
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
10	00	INTEREST	3,612	6.39		14,448	15,385.86	107	43,355	27,969.14
20	00	DIVIDENDS	0	.00		0	357.25		0	357.25-
38	00	NET INC/DEC-FMV INVESTMNT	0	.00		0	52,802.76-		0	52,802.76
40	00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	3,612	6.39		14,448	37,059.65-	257	43,355	80,414.65
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	9,267	1,250.00	14	37,068	31,269.49	84	111,210	79,940.51
362	**	RENT AND ROYALTIES	9,267	1,250.00	14	37,068	31,269.49	84	111,210	79,940.51
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	13,861.41		0	14,338.42		0	14,338.42-
10	00	GAIN/LOSS	0	.00		0	.00		0	.00
20	00	INTERFUND LOANS	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	0	13,861.41		0	14,338.42		0	14,338.42-

CITY OF COCOA, FLORIDA

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								
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	6,250	7,900.00	126	25,000	30,292.50	121	75,000	44,707.50
10 09	POLICE/FIRE DEPTS	0	.00		0	.00		0	.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 20	TOY DRIVE	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	6,250	7,900.00	126	25,000	30,292.50	121	75,000	44,707.50
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	11,974	.00		47,896	.00		143,695	143,695.00
22 00	FIRE STATE CONTRIBUTION	10,943	.00		43,772	.00		131,316	131,316.00
368 **	PENSION CONTRIBUTIONS	22,917	.00		91,668	.00		275,011	275,011.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	7,598	2,446.84	32	30,392	9,526.81	31	91,182	81,655.19
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	2,376	6,530.00	275	9,504	14,300.00	151	28,515	14,215.00
90 03	CODE ENF ABATE/DEMO REV	5,173	5,011.48	97	20,692	41,921.47	203	62,084	20,162.53
90 04	MISC. POLICE REVENUES	0	58.00		0	311.22		0	311.22-
90 05	INVESTIGATIVE COSTS REIM	4,435	4,106.01	93	17,740	13,720.12	77	53,230	39,509.88
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	833	875.00	105	3,332	2,450.00	74	10,000	7,550.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00
90 09	PROPERTY REGISTRATION	3,618	2,100.00	58	14,472	8,700.00	60	43,418	34,718.00
90 10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90 11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	24,033	21,127.33	88	96,132	90,929.62	95	288,429	197,499.38
96 00	INSURANCE REFUND PROCEEDS	0	621.85		0	39,351.85		0	39,351.85-

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								
369	**	OTHER MISC REVENUES	24,033	21,749.18	91	96,132	130,281.47	136	288,429	158,147.53
360	***	MISCELLANEOUS REVENUES	66,079	44,766.98	68	264,316	169,122.23	64	793,005	623,882.77
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	03	CDBG (103)	0	.00		0	.00		0	.00
91	10	TRANSFER FROM REDEVELOP	0	.00		0	.00		0	.00
91	11	TRANSFER FROM DIAMOND SQ	0	.00		0	.00		0	.00
91	12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91	21	WATER SEWER FUND (421)	15,366	.00		61,464	.00		184,400	184,400.00
91	23	STORMWATER	1,562	.00		6,248	.00		18,750	18,750.00
91	25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
91	30	CAP PROJECT FUND	0	.00		0	.00		0	.00
91	41	TRANSFER FROM CONSFICATED	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	16,928	.00		67,712	.00		203,150	203,150.00
381	**	INTERFUND TRANSFER	16,928	.00		67,712	.00		203,150	203,150.00
382		CONTRIBUTIONS ENTERPRISE								
40	00	CONTRIBUTIONS WATER REV.	441,666	441,667.00	100	1,766,664	1,766,668.00	100	5,300,000	3,533,332.00
40	01	6% CONTRIBUTION	115,670	115,670.00	100	462,680	462,680.00	100	1,388,042	925,362.00
40	*	CONTRIBUTIONS WATER REV.	557,336	557,337.00	100	2,229,344	2,229,348.00	100	6,688,042	4,458,694.00
382	**	CONTRIBUTIONS ENTERPRISE	557,336	557,337.00	100	2,229,344	2,229,348.00	100	6,688,042	4,458,694.00
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
385	**	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
85	00	CONTRIBUTIONS-SUBDIVIDERS	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)								
389	NON OPERATING SOURCES								
90 00	OTHER NONOPERATING SOURCE	6,846	.00		27,384	.00		82,154	82,154.00
99 10	CASH CARRY FORWARD	9,166	.00		36,664	.00		110,000	110,000.00
99 11	RESTR. CASH CARRY FORWARD	46,009	.00		92,018	.00		460,094	460,094.00
99 50	FUND BAL-APPROP. RESERVES	491,922	.00		1,906,892	.00		5,842,272	5,842,272.00
99 *	BALANCE FORWARD	547,097	.00		2,035,574	.00		6,412,366	6,412,366.00
389 **	NON OPERATING SOURCES	553,943	.00		2,062,958	.00		6,494,520	6,494,520.00
380 ***	OTHER SOURCES(NON-REV)	1,128,207	557,337.00	49	4,360,014	2,229,348.00	51	13,385,712	11,156,364.00
FUND TOTAL	GENERAL FUND	3,298,281	1,761,751.92	53	12,805,920	12,088,519.76	94	39,192,543	27,104,023.24

REPORT SELECTIONS

Fiscal year . . . . . : 2016
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	2550	2550.00	100	10200	10200.00	100	.00	30600	20400.00	33
11 **	EXECUTIVE SALARIES	2550	2550.00	100	10200	10200.00	100	.00	30600	20400.00	33
12-00	REGULAR SALARIES & WAGES	901817	762659.66	85	3614521	3153706.20	87	.00	10829156	7675449.80	29
12-06	SALARIES/CONTRACTUAL	1364	1337.50	98	4092	6593.75	161	.00	15000	8406.25	44
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	2386	74159.44	3108	7158	145160.77	2028	.00	26255	118905.77-	553
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	905567	838156.60	93	3625771	3305460.72	91	.00	10870411	7564950.28	30
13-00	OTHER SALARIES & WAGES	93434	65515.80	70	373736	304188.43	81	.00	1121265	817076.57	27
13 **	OTHER SALARIES & WAGES	93434	65515.80	70	373736	304188.43	81	.00	1121265	817076.57	27
14-00	OVERTIME	33661	28772.17	86	134644	105680.81	79	.00	404000	298319.19	26
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	33661	28772.17	86	134644	105680.81	79	.00	404000	298319.19	26
15-00	SPECIAL PAY	23843	24880.99	104	92117	106707.18	116	.00	282866	176158.82	38
15 **	SPECIAL PAY	23843	24880.99	104	92117	106707.18	116	.00	282866	176158.82	38
20-00	CLOTHING/SHOE ALLOWANCE	1704	165.00	10	6816	4584.72	67	.00	20492	15907.28	22
20 **	CLOTHING/SHOE ALLOWANCE	1704	165.00	10	6816	4584.72	67	.00	20492	15907.28	22
21-00	FICA TAXES	83304	71177.23	85	333216	282670.83	85	.00	999739	717068.17	28
21 **	FICA TAXES	83304	71177.23	85	333216	282670.83	85	.00	999739	717068.17	28
22-00	RETIREMENT CONTRIBUTIONS	45787	38707.61	85	183148	164000.87	90	.00	549536	385535.13	30
22-01	LICENSED POLICE/FIRE	198661	215850.40	109	793398	852836.96	108	.00	2382701	1529864.04	36
22-02	STATE CONTRIBUTIONS	22917	.00	0	91668	.00	0	.00	275011	275011.00	0
22-03	ICMA - CITY MANAGER	668	572.76	86	2672	2343.07	88	.00	8021	5677.93	29

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	268033	255130.77	95	1070886	1019180.90	95	.00	3215269	2196088.10	32
23-00	LIFE/HEALTH INSURANCE	256995	210225.06	82	1027980	853377.09	83	15105.60	3084059	2215576.31	28
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	256995	210225.06	82	1027980	853377.09	83	15105.60	3084059	2215576.31	28
24-00	WORKER'S COMPENSATION	52595	40921.64	78	210380	174230.97	83	.00	631220	456989.03	28
24 **	WORKER'S COMPENSATION	52595	40921.64	78	210380	174230.97	83	.00	631220	456989.03	28
25-00	UNEMPLOYMENT COMPENSATION	1818	.00	0	5454	.00	0	.00	20000	20000.00	0
25 **	UNEMPLOYMENT COMPENSATION	1818	.00	0	5454	.00	0	.00	20000	20000.00	0
27-00	CAFETERIA PLAN	19092	17130.00	90	76368	70652.30	93	.00	229110	158457.70	31
27 **	CAFETERIA PLAN	19092	17130.00	90	76368	70652.30	93	.00	229110	158457.70	31
31-00	PROFESSIONAL SERVICES	45618	11603.75	25	182472	76714.50	42	178181.50	547455	292559.00	47
31-01	LEGAL FEES	36469	26804.12	74	145375	81628.79	56	307001.21	437130	48500.00	89
31-02	MEDICAL SERVICES	2588	.00	0	10352	799.86	8	28023.54	31067	2243.60	93
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	19272	5175.41	27	77088	39088.53	51	95815.47	231264	96360.00	58
31 **	PROFESSIONAL SERVICES	105040	43583.28	42	419659	211356.68	50	609021.72	1260041	439662.60	65
32-00	ACCOUNTING & AUDITING	4014	.00	0	14889	7640.00	51	35860.00	47000	3500.00	93
32 **	ACCOUNTING & AUDITING	4014	.00	0	14889	7640.00	51	35860.00	47000	3500.00	93
34-00	CONTRACT SERVICES	72826	33672.08	46	291304	291723.03	100	447309.79	873993	134960.18	85
34-03	CUSTOMER SERVICE CONTRACT	152617	148360.89	97	610468	448530.68	74	.00	1831411	1382880.32	25
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	1250	.00	0	5000	2280.00	46	9120.00	15000	3600.00	76
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	226693	182032.97	80	906772	742533.71	82	456429.79	2720404	1521440.50	44

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
39-00	CONTINGENCY	15422	.00	0	63356	.00	0	.00	186737	186737.00	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	19869	.00	0	72250	.00	0	.00	186737	186737.00	0
40-00	TRAVEL & PER DIEM	3072	35.00	1	12288	2880.26	23	.00	36956	34075.74	8
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	3072	35.00	1	12288	2880.26	23	.00	36956	34075.74	8
41-00	COMMUNICATION	11851	5666.22	48	46042	44760.41	97	85475.40	140895	10659.19	92
41 **	COMMUNICATION	11851	5666.22	48	46042	44760.41	97	85475.40	140895	10659.19	92
42-00	POSTAGE & FREIGHT	35282	32141.20	91	141077	129970.97	92	252933.39	423420	40515.64	90
42 **	POSTAGE & FREIGHT	35282	32141.20	91	141077	129970.97	92	252933.39	423420	40515.64	90
43-00	ELECTRIC/WATER/SEWER	53520	46164.06	86	214080	160170.28	75	426029.48	642268	56068.24	91
43 **	ELECTRIC/WATER/SEWER	53520	46164.06	86	214080	160170.28	75	426029.48	642268	56068.24	91
44-00	RENTALS AND LEASES	15126	3998.00	26	57480	36649.01	64	120905.22	178536	20981.77	88
44 **	RENTALS AND LEASES	15126	3998.00	26	57480	36649.01	64	120905.22	178536	20981.77	88
45-00	INSURANCE	31821	.00	0	127284	171264.34	135	.00	381904	210639.66	45
45 **	INSURANCE	31821	.00	0	127284	171264.34	135	.00	381904	210639.66	45
46-00	REPAIRS & MAINTENANCE	31764	6980.08	22	129159	143505.67	111	63983.29	383336	175847.04	54
46-02	REPAIR/MAINT BUILDING	48759	3698.00	8	195036	30815.40	16	52503.70	585116	501796.90	14
46-03	REPAIR/MAINT-VEHICLES	19613	.00	0	78452	45525.51	58	6993.12	235413	182894.37	22
46-05	HYDRANT FEES	12083	12045.60	100	48332	48182.40	100	.00	145000	96817.60	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	112219	22723.68	20	450979	268028.98	59	123480.11	1348865	957355.91	29
47-00	PRINTING & BINDING	1276	65.40	5	5092	5074.20	100	205.92	15367	10086.88	34
47 **	PRINTING & BINDING	1276	65.40	5	5092	5074.20	100	205.92	15367	10086.88	34
48-00	PROMOTIONAL ACTIVITIES	5574	5719.00	103	22296	11259.56	51	300.00	66925	55365.44	17
48-11	BUSINESS ASSIST. PROGRAM	1666	.00	0	6664	.00	0	.00	20000	20000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	7240	5719.00	79	28960	11259.56	39	300.00	86925	75365.44	13
49-00	OTHER CHARGES & OBLIG.	36297	10403.96	29	147006	50597.21	34	48076.52	437435	338761.27	23
49-02	ADVERTISING	25	.00	0	100	230.17	230	.00	300	69.83	77
49-05	BROWNFIELDS REDEV PROG	33333	3300.00	10	133332	7869.47	6	52150.00	400000	339980.53	15
49-06	BROWNFIELD PROG CITY COST	625	.00	0	2500	.00	0	.00	7500	7500.00	0
49-07	BAD DEBT EXPENSE	12832	8011.68-	62-	51328	47675.74-	93-	.00	154000	201675.74	31-
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 **	OTHER CHARGES & OBLIG.	83112	5692.28	7	334266	11021.11	3	100226.52	999235	887987.37	11
52-00	OPERATING SUPPLIES	66036	12232.31	19	263822	266302.19	101	75406.79	792240	450531.02	43
52-02	UNIFORMS	1566	127.57	8	6264	591.48	9	10494.52	18800	7714.00	59
52-05	EMS 1st RESP-CONSUM SUPP	2331	106.10	5	9324	6343.45	68	1211.48	27981	20426.07	27
52-07	JANITORIAL SUPPLIES	2084	1326.82	64	8336	6702.21	80	.00	25018	18315.79	27
52-10	HEATING FUEL	110	.00	0	440	244.55	56	1081.45	1326	.00	100
52-30	FUEL, OIL, & LUBRICANTS	23481	.00	0	93924	30568.83	33	.00	281828	251259.17	11
52-33	EMPLOYEE HEALTH CENTER	4672	.00	0	18688	11485.59	62	21218.41	56064	23360.00	58
52 **	OPERATING SUPPLIES	100280	13792.80	14	400798	322238.30	80	109412.65	1203257	771606.05	36
53-00	ROAD MATERIALS/SUPPLIES	8833	13971.95	158	35332	16847.86	48	5437.14	106000	83715.00	21

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
53 **	ROAD MATERIALS/SUPPLIES	8833	13971.95	158	35332	16847.86	48	5437.14	106000	83715.00	21
54-00	MEMBERSHIP/PUBLICATIONS	3043	150.00	5	12072	17647.82	146	520.00	36510	18342.18	50
54 **	MEMBERSHIP/PUBLICATIONS	3043	150.00	5	12072	17647.82	146	520.00	36510	18342.18	50
55-00	TRAINING	6482	3050.00	47	25262	14363.50	57	402.00	77236	62470.50	19
55 **	TRAINING	6482	3050.00	47	25262	14363.50	57	402.00	77236	62470.50	19
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	90556	5000.00	6	90556	5000.00	6	1760.00	815000	808240.00	1
61 **	LAND	90556	5000.00	6	90556	5000.00	6	1760.00	815000	808240.00	1
62-00	BUILDINGS	22916	.00	0	91664	.00	0	37856.08	275000	237143.92	14
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	22916	.00	0	91664	.00	0	37856.08	275000	237143.92	14
63-00	INFRASTRUCTURE	203001	.00	0	701200	368750.78	53	1069911.27	2325206	886543.95	62
63 **	INFRASTRUCTURE	203001	.00	0	701200	368750.78	53	1069911.27	2325206	886543.95	62
64-00	MACHINERY AND EQUIPMENT	174581	87483.75	50	698025	238027.45	34	1280374.61	2094712	576309.94	73
64-01	JAG GRANT	2553	.00	0	2553	.00	0	.00	22980	22980.00	0
64-15	IT HARDWARE	2099	.00	0	16055	.00	0	13942.92	32855	18912.08	42
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	179233	87483.75	49	716633	238027.45	33	1294317.53	2150547	618202.02	71
68-10	SOFTWARE	6383	.00	0	25532	46253.14	181	19760.00	76600	10586.86	86
68 **	INTANGIBLE ASSETS	6383	.00	0	25532	46253.14	181	19760.00	76600	10586.86	86

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
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	'93 BOND ADMIN EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
73 **	'93 BOND ADMIN EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	53500	657272.00	1229	214000	657272.00	307	.00	642003	15269.00-	102
81 **	AIDS TO GOVT AGENCY	53500	657272.00	1229	214000	657272.00	307	.00	642003	15269.00-	102
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AIDS TO PRIVATE ORGANIZAT	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	8966	.00	0	35864	.00	0	7600.00	107600	100000.00	7
83 **	OTHER GRANTS AND AIDS	8966	.00	0	35864	.00	0	7600.00	107600	100000.00	7
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	166666	.00	0	666664	.00	0	.00	2000000	2000000.00	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

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 **	INTERFUND TRANSFER	166666	.00	0	666664	.00	0	.00	2000000	2000000.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	3302590	2683166.85	81	12814263	9725944.31	76	4772949.82	39192543	24693648.87	37
GRAND	TOTAL *********										
		3302590	2683166.85	81	12814263	9725944.31	76	4772949.82	39192543	24693648.87	37

FY 2016 Budget by Classification Report - Summary Listing

Through 1/31/2016

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	$ 1,475,632		$ 490,790.00	$ 984,842.00	33%
CHARGES FOR SERVICES	$ 55,252,361		$ 17,463,074.71	$ 37,789,286.29	32%
MISCELLANEOUS	$ 118,715		$ (33,546.19)	$ 152,261.19	-28%
OTHER SOURCES (NON-REVENUE)	$ 30,726,319		$ 137,093.81	$ 30,589,225.19	0%
REVENUE TOTALS	**$ 87,573,027**	**-**	**$ 18,057,412.33**	**$ 69,515,614.67**	**21%**

Note: The negative balance in the miscellaneous revenue is due to reversing entry from the prior year.

EXPENSE					
SALARIES AND BENEFITS	$ 12,479,526	$ 5,454.80	$ 3,240,593.56	$ 9,233,477.64	26%
OPERATING EXPENDITURES	$ 21,555,124	$ 6,892,614.10	$ 4,942,620.45	$ 9,719,889.45	55%
CAPITAL OUTLAY	$ 37,670,038	$ 20,129,749.49	$ 2,142,870.13	$ 15,397,418.38	59%
GRANTS, AIDS AND OTHER	$ 15,868,339	$ -	$ 3,001,951.00	$ 12,866,388.00	19%
EXPENSE TOTALS	**$ 87,573,027**	**$ 27,027,818.39**	**$ 13,328,035.14**	**$ 47,217,173.47**	46%
REVENUE TOTALS	**$ 87,573,027**	**$ -**	**$ 18,057,412.33**	**$ 69,515,614.67**	**21%**
EXPENSE TOTALS	**$ 87,573,027**	**$ 27,027,818.39**	**$ 13,328,035.14**	**$ 47,217,173.47**	**46%**
	$ -	**$ (27,027,818.39)**	**$ 4,729,377.19**		

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
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	56,492	84,600.00	150	225,968	312,450.00	138	677,913	365,463.00
03 11	WATER - COMMERCIAL	58,798	98,140.00	167	235,192	153,965.00	66	705,582	551,617.00
03 20	SEWER - RESIDENTIAL	691	7,500.00	1085	2,764	22,500.00	814	8,292	14,208.00-
03 21	SEWER - COMMERCIAL	6,987	.00		27,948	1,875.00	7	83,845	81,970.00
03 *	IMPACT FEES	122,968	190,240.00	155	491,872	490,790.00	100	1,475,632	984,842.00
324 **	IMPACT FEES	122,968	190,240.00	155	491,872	490,790.00	100	1,475,632	984,842.00
320 ***	OTHER PERMITS & FEES	122,968	190,240.00	155	491,872	490,790.00	100	1,475,632	984,842.00
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
90 00	OTHER FEDERAL GRANT-BABS	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
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	3,906,059	3,895,427.28	100	15,624,236	14,643,252.11	94	46,872,714	32,229,461.89
33 00	WATER CONNECTION FEE	20,000	26,682.95	133	80,000	126,123.17	158	240,000	113,876.83
33 02	WATER CONNECT - GRISSOM	0	.00		0	262.36		0	262.36-
33 *	WATER CONNECTION FEE	20,000	26,682.95	133	80,000	126,385.53	158	240,000	113,614.47
36 00	WATER HYDRANT FEES	211,026	221,245.39	105	844,104	885,252.78	105	2,532,321	1,647,068.22
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	125	200.00	160	500	1,600.00	320	1,500	100.00-
39 07	BACKFLOW DEVICE TEST	12,083	13,693.11	113	48,332	53,857.87	111	145,000	91,142.13
39 08	JUMPER METERS	58	.00		232	550.00	237	700	150.00
39 09	PLAN REVIEW/CONST INSPECT	1,000	1,500.00	150	4,000	6,000.00	150	12,000	6,000.00
39 10	BACKFLOW PRV/RLCT TEMP	208	5.42	3	832	277.10	33	2,500	2,222.90

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 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	13,474	15,398.53	114	53,896	62,284.97	116	161,700	99,415.03
51 00	SEWER SALES	428,465	448,000.37	105	1,713,860	1,634,078.10	95	5,141,581	3,507,502.90
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	428,465	448,000.37	105	1,713,860	1,634,078.10	95	5,141,581	3,507,502.90
53 02	SEWER CONNECT - FINANCED	0	228.57		0	914.28		0	914.28-
53 04	SEWER CONNECT- GRISSOM	0	.00		0	1,500.87		0	1,500.87-
53 05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53 *	SEWER CONNECTION FEES	0	228.57		0	2,415.15		0	2,415.15-
59 01	GREASE TRAP PERMITS	516	510.97	99	2,064	2,096.80	102	6,200	4,103.20
60 00	REUSE WATER	23,820	24,932.58	105	95,280	104,551.88	110	285,845	181,293.12
60 01	REUSE WATER INSTALLATION	1,000	557.77	56	4,000	2,757.39	69	12,000	9,242.61
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	24,820	25,490.35	103	99,280	107,309.27	108	297,845	190,535.73
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,604,360	4,632,984.41	101	18,417,440	17,463,074.71	95	55,252,361	37,789,286.29
340 ***	CHARGES FOR SERVICES	4,604,360	4,632,984.41	101	18,417,440	17,463,074.71	95	55,252,361	37,789,286.29
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	4,367	.00		17,468	21,537.63	123	52,415	30,877.37
10 10	SBA	0	.00		0	.08		0	.08-
10 *	INTEREST	4,367	.00		17,468	21,537.71	123	52,415	30,877.29
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	107,079.73-		0	107,079.73
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	4,367	.00		17,468	85,542.02-	490	52,415	137,957.02
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		432	2,600.00	602	1,300	1,300.00-
362 **	RENT AND ROYALTIES	108	.00		432	2,600.00	602	1,300	1,300.00-

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
360	MISCELLANEOUS REVENUES								
362	RENT AND ROYALTIES								
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	1,250	7,520.00	602	5,000	33,138.50	663	15,000	18,138.50-
10 00	GAIN/LOSS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	1,250	7,520.00	602	5,000	33,138.50	663	15,000	18,138.50-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	833	.00		3,332	2,606.00	78	10,000	7,394.00
365 **	SALES OF SURPLUS SCRAP	833	.00		3,332	2,606.00	78	10,000	7,394.00
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	.00		13,332	13,651.33	102	40,000	26,348.67
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	3,333	.00		13,332	13,651.33	102	40,000	26,348.67
96 00	INSURANCE REFUND PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	3,333	.00		13,332	13,651.33	102	40,000	26,348.67
360 ***	MISCELLANEOUS REVENUES	9,891	7,520.00	76	39,564	33,546.19-	85	118,715	152,261.19
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	TRANSFER FROM REDEVELOP	0	.00		0	.00		0	.00
91 23	STORMWATER	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383	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

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
383	INSTLMT PURCH/CAP LEASE								
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	8,700.00		0	31,175.00		0	31,175.00-
82 00	CONTRIBUTION S MAINLAND	0	9,867.78		0	27,064.21		0	27,064.21-
83 00	CONTRIBUTION VIERA	0	13,415.89		0	78,854.60		0	78,854.60-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	13,415.89		0	78,854.60		0	78,854.60-
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	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	2,601,086	.00		9,917,618	.00		30,726,319	30,726,319.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	2,601,086	.00		9,917,618	.00		30,726,319	30,726,319.00
389 **	NON OPERATING SOURCES	2,601,086	31,983.67	1	9,917,618	137,093.81	1	30,726,319	30,589,225.19
380 ***	OTHER SOURCES(NON-REV)	2,601,086	31,983.67	1	9,917,618	137,093.81	1	30,726,319	30,589,225.19
FUND TOTAL	WATER/SEWER ENTERPRISE	7,338,305	4,862,728.08	66	28,866,494	18,057,412.33	63	87,573,027	69,515,614.67

REPORT SELECTIONS

Fiscal year . . . . . : 2016
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	632614	449707.30	71	2530456	1872573.99	74	.00	7591407	5718833.01	25
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	1823.84	0	0	39848.13	0	.00	0	39848.13-	0
12 **	REGULAR SALARIES & WAGES	632614	451531.14	71	2530456	1912422.12	76	.00	7591407	5678984.88	25
13-00	OTHER SALARIES & WAGES	19987	18684.57	94	79948	79765.52	100	.00	239873	160107.48	33
13 **	OTHER SALARIES & WAGES	19987	18684.57	94	79948	79765.52	100	.00	239873	160107.48	33
14-00	OVERTIME	23370	30843.63	132	93480	129937.41	139	.00	280471	150533.59	46
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	23370	30843.63	132	93480	129937.41	139	.00	280471	150533.59	46
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	1255	375.00	30	5020	1420.00	28	.00	15095	13675.00	9
20 **	CLOTHING/SHOE ALLOWANCE	1255	375.00	30	5020	1420.00	28	.00	15095	13675.00	9
21-00	FICA TAXES	52794	36337.76	69	211176	154548.44	73	.00	633559	479010.56	24
21 **	FICA TAXES	52794	36337.76	69	211176	154548.44	73	.00	633559	479010.56	24
22-00	RETIREMENT CONTRIBUTIONS	103795	75007.80	72	415180	318463.81	77	.00	1245580	927116.19	26
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	103795	75007.80	72	415180	318463.81	77	.00	1245580	927116.19	26
23-00	LIFE/HEALTH INSURANCE	151571	120901.61	80	606284	484153.28	80	.00	1818892	1334738.72	27
23-02	LIFE/HEALTH RETIREES	24188	10983.06	45	96752	50996.30	53	5454.80	290263	233811.90	19
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	175759	131884.67	75	703036	535149.58	76	5454.80	2109155	1568550.62	26
24-00	WORKER'S COMPENSATION	29946	24986.62	83	119784	108886.68	91	.00	359386	250499.32	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	29946	24986.62	83	119784	108886.68	91	.00	359386	250499.32	30
25-00	UNEMPLOYMENT COMPENSATION	455	.00	0	1365	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	455	.00	0	1365	.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	10300	8750.00	85	41200	35650.00	87	.00	123600	87950.00	29
27 **	CAFETERIA PLAN	10300	8750.00	85	41200	35650.00	87	.00	123600	87950.00	29
31-00	PROFESSIONAL SERVICES	18830	2156.25	12	75320	21798.38	29	76992.70	225982	127190.92	44
31-01	LEGAL EXPENSES	8462	4917.50	58	33802	10618.00	31	38882.00	101500	52000.00	49
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	13052	3553.67	27	52208	26839.93	51	65791.07	156631	64000.00	59
31 **	PROFESSIONAL SERVICES	40844	10627.42	26	163330	59256.31	36	181665.77	490113	249190.92	49
32-00	ACCOUNTING & AUDITING	4014	.00	0	14889	7640.00	51	35860.00	47000	3500.00	93
32 **	ACCOUNTING & AUDITING	4014	.00	0	14889	7640.00	51	35860.00	47000	3500.00	93
34-00	CONTRACT SERVICES	97614	39364.31	40	390456	178799.34	46	247841.44	1171413	744772.22	36
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	447249	447250.00	100	1788996	1789000.00	100	.00	5366988	3577988.00	33
34 **	CONTRACT SERVICES	544863	486614.31	89	2179452	1967799.34	90	247841.44	6538401	4322760.22	34
39-00	CONTINGENCY	77930	.00	0	370553	.00	0	.00	994008	994008.00	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	77930	.00	0	370553	.00	0	.00	994008	994008.00	0
40-00	TRAVEL AND PER DIEM	1284	102.00	8	5136	1041.28	20	.00	15436	14394.72	7
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	1284	102.00	8	5136	1041.28	20	.00	15436	14394.72	7
41-00	COMMUNICATION	10928	5314.28	49	43712	33974.18	78	69096.72	131167	28096.10	79
41 **	COMMUNICATION	10928	5314.28	49	43712	33974.18	78	69096.72	131167	28096.10	79
42-00	FREIGHT & POSTAGE SERVICE	3917	924.09	24	15668	6605.60	42	17579.76	47040	22854.64	51
42 **	FREIGHT & POSTAGE SERVICE	3917	924.09	24	15668	6605.60	42	17579.76	47040	22854.64	51
43-00	ELECTRIC/WATER/SEWER	179879	123083.80	68	719516	466203.99	65	1676123.67	2158573	16245.34	99
43 **	ELECTRIC/WATER/SEWER	179879	123083.80	68	719516	466203.99	65	1676123.67	2158573	16245.34	99
44-00	RENTAL AND LEASES	3076	483.68	16	12304	7226.31	59	5510.52	36946	24209.17	35
44 **	RENTAL AND LEASES	3076	483.68	16	12304	7226.31	59	5510.52	36946	24209.17	35
45-00	INSURANCE	32705	.00	0	130820	176794.28	135	.00	392493	215698.72	45
45 **	INSURANCE	32705	.00	0	130820	176794.28	135	.00	392493	215698.72	45
46-00	REPAIRS & MAINTENANCE	478476	266523.76	56	1762008	1183761.46	67	2291536.51	5589862	2114564.03	62
46-02	REPAIR/MAINT BUILDING	41147	.00	0	155384	20383.97	13	25496.73	484569	438688.30	10
46-03	REPAIR/MAINT-VEHICLES	15131	3527.95	23	60524	35414.52	59	.00	181601	146186.48	20
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	534754	270051.71	51	1977916	1239559.95	63	2317033.24	6256032	2699438.81	57
47-00	PRINTING & BINDING	573	.00	0	2292	176.75	8	1495.00	6900	5228.25	24
47 **	PRINTING & BINDING	573	.00	0	2292	176.75	8	1495.00	6900	5228.25	24
48-00	PROMOTIONAL ACTIVITIES	1250	450.00	36	5000	1300.00	26	.00	15000	13700.00	9
48 **	PROMOTIONAL ACTIVITIES	1250	450.00	36	5000	1300.00	26	.00	15000	13700.00	9
49-00	OTHER OBLIGATIONS	2627	763.67	29	10508	9669.22	92	3000.00	31555	18885.78	40
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	6011.18-	41-	58332	36952.09-	63-	.00	175000	211952.09	21-
49-08	CASH OVER & UNDER	25	20.74	83	100	43.97-	44-	.00	300	343.97	15-
49-09	DOCUMENT RECORDING CHGS	250	460.00-	184-	1000	1365.21-	137-	.00	3000	4365.21	46-

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 OBLIGATIONS	17485	5686.77-	33-	69940	28692.05-	41-	3000.00	209855	235547.05	12-
52-00	OPERATING SUPPLIES	290398	191765.07	66	1161889	886983.53	76	2186421.34	3485112	411707.13	88
52-07	JANITORIAL SUPPLIES	852	674.92	79	3408	3256.06	96	.00	10240	6983.94	32
52-30	FUEL OIL & LUBRICANTS	32598	2103.89	7	130392	37327.37	29	101417.14	391219	252474.49	36
52-33	EMPLOYEE HEALTH CENTER	2947	.00	0	11788	7886.50	67	14569.50	35368	12912.00	64
52 **	OPERATING SUPPLIES	326795	194543.88	60	1307477	935453.46	72	2302407.98	3921939	684077.56	83
53-00	ROAD MATERIALS/SUPPLIES	4582	.00	0	18328	603.49	3	35000.00	55000	19396.51	65
53 **	ROAD MATERIALS/SUPPLIES	4582	.00	0	18328	603.49	3	35000.00	55000	19396.51	65
54-00	MEMBERSHIP/PUBLICATIONS	3087	.00	0	12348	28295.56	229	.00	37052	8756.44	76
54 **	MEMBERSHIP/PUBLICATIONS	3087	.00	0	12348	28295.56	229	.00	37052	8756.44	76
55-00	TRAINING	6544	.00	0	26176	3732.00	14	.00	78569	74837.00	5
55 **	TRAINING	6544	.00	0	26176	3732.00	14	.00	78569	74837.00	5
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	3333	.00	0	13332	.00	0	.00	40000	40000.00	0
62 **	BUILDINGS	3333	.00	0	13332	.00	0	.00	40000	40000.00	0
63-00	INFRASTRUCTURE	2879020	802463.59	28	11197636	2003597.92	18	18935385.01	34229826	13290843.07	61
63 **	INFRASTRUCTURE	2879020	802463.59	28	11197636	2003597.92	18	18935385.01	34229826	13290843.07	61
64-00	MACHINERY & EQUIPMENT	272045	39005.00	14	1029649	132166.27	13	1193914.48	3206056	1879975.25	41
64-15	IT HARDWARE	11379	7105.94	62	45404	7105.94	16	450.00	136456	128900.06	6
64 **	MACHINERY & EQUIPMENT	283424	46110.94	16	1075053	139272.21	13	1194364.48	3342512	2008875.31	40

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
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	SOFTWARE	5307	.00	0	15228	.00	0	.00	57700	57700.00	0
68 **	INTANGIBLE ASSETS	5307	.00	0	15228	.00	0	.00	57700	57700.00	0
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
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AIDS TO PRIVATE ORGANIZAT	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	457033	441667.00	97	1828132	1766668.00	97	.00	5484400	3717732.00	32
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	749658	772603.00	103	2998632	772603.00	26	.00	8995897	8223294.00	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	1206691	1214270.00	101	4826764	2539271.00	53	.00	14480297	11941026.00	18
95-01	6% ILO FRANCHISE FEE	115670	115670.00	100	462680	462680.00	100	.00	1388042	925362.00	33
95 **	NONOPERATING	115670	115670.00	100	462680	462680.00	100	.00	1388042	925362.00	33
FUND 421	TOTAL ********* WATER/SEWER ENTERPRISE	7338230	4043424.12	55	28866195	13328035.14	46	27027818.39	87573027	47217173.47	46
GRAND	TOTAL *********	7338230	4043424.12	55	28866195	13328035.14	46	27027818.39	87573027	47217173.47	46

FY 2016 Budget by Classification Report - Summary Listing

Through 1/31/2016

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	$ 1,367,995		$ 486,696.83	$ 881,298.17	36%
MISCELLANEOUS	$ 2,000		$ (854.54)	$ 2,854.54	-43%
OTHER SOURCES (NON-REVENUE)	$ 1,427,440		$ -	$ 1,427,440.00	0%
REVENUE TOTALS	**$ 2,797,435**	**$ -**	**$ 485,842.29**	**$ 2,311,592.71**	**17%**

Note: The negative balance in the miscellaneous revenue is due to reversing entry from the prior year.

EXPENSE					
SALARIES AND BENEFITS	$ 560,256	$ -	$ 144,739.92	$ 415,516.08	26%
OPERATING EXPENDITURES	$ 471,179	$ 116,940.57	$ 50,322.15	$ 303,916.28	35%
CAPITAL OUTLAY	$ 1,747,250	$ -	$ 183,148.00	$ 1,564,102.00	10%
OTHER SOURCES (NON-REVENUE)	$ 18,750	$ -	$ -	$ 18,750.00	0%
EXPENSE TOTALS	**$ 2,797,435**	**$ 116,940.57**	**$ 378,210.07**	**$ 2,302,284.36**	**18%**
REVENUE TOTALS	**$ 2,797,435**	**$ -**	**$ 485,842.29**	**$ 2,311,592.71**	**17%**
EXPENSE TOTALS	**$ 2,797,435**	**$ 116,940.57**	**$ 378,210.07**	**$ 2,302,284.36**	**18%**
	$ -	**$ (116,940.57)**	**$ 107,632.22**		

FUND 423 STORMWATER UTILITY

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								
331		FEDERAL GRANTS								
39	10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
30	00	PHYSICAL ENVIRONMENT	4,166	.00		16,664	.00		50,000	50,000.00
337	**	GRANTS FROM LOCAL UNITS	4,166	.00		16,664	.00		50,000	50,000.00
330	***	INTERGOVERNMENTAL REVENUE	4,166	.00		16,664	.00		50,000	50,000.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
39	05	NSF CHECKS	0	.00		0	.00		0	.00
91	00	STORMWATER FEES	109,832	109,279.00	100	439,328	486,696.83	111	1,317,995	831,298.17
91	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91	*	STORMWATER FEES	109,832	109,279.00	100	439,328	486,696.83	111	1,317,995	831,298.17
343	**	PHYSICAL ENVIRONMENT	109,832	109,279.00	100	439,328	486,696.83	111	1,317,995	831,298.17
340	***	CHARGES FOR SERVICES	109,832	109,279.00	100	439,328	486,696.83	111	1,317,995	831,298.17
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
10	00	INTEREST	166	.00		664	601.43	91	2,000	1,398.57
10	10	SBA	0	.00		0	.00		0	.00
10	*	INTEREST	166	.00		664	601.43	91	2,000	1,398.57
20	00	DIVIDENDS	0	.00		0	2.80		0	2.80-
38	00	NET INC/DEC-FMV INVESTMNT	0	.00		0	1,458.77-		0	1,458.77
361	**	INTEREST AND OTHR EARNING	166	.00		664	854.54-	129	2,000	2,854.54
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
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	0	.00		0	.00		0	.00

FUND 423 STORMWATER UTILITY

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								
369	**	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES	166	.00		664	854.54-	129	2,000	2,854.54
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								
90	00	OTHER NONOPERATING SOURCE	0	.00		0	.00		0	.00
99	10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	118,953	.00		475,812	.00		1,427,440	1,427,440.00
99	*	BALANCE FORWARD	118,953	.00		475,812	.00		1,427,440	1,427,440.00
389	**	NON OPERATING SOURCES	118,953	.00		475,812	.00		1,427,440	1,427,440.00
380	***	OTHER SOURCES(NON-REV)	118,953	.00		475,812	.00		1,427,440	1,427,440.00
FUND TOTAL		STORMWATER UTILITY	233,117	109,279.00	47	932,468	485,842.29	52	2,797,435	2,311,592.71

REPORT SELECTIONS

Fiscal year . . . . . : 2016
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	23832	21240.15	89	95328	83897.53	88	.00	285984	202086.47	29
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	.00	0	0	1081.74	0	.00	0	1081.74-	0
12 **	REGULAR SALARIES & WAGES	23832	21240.15	89	95328	84979.27	89	.00	285984	201004.73	30
13-00	OTHER SALARIES & WAGES	8050	2710.08	34	32200	9936.97	31	.00	96609	86672.03	10
13 **	OTHER SALARIES & WAGES	8050	2710.08	34	32200	9936.97	31	.00	96609	86672.03	10
14-00	OVERTIME	41	.00	0	164	120.61	74	.00	500	379.39	24
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	41	.00	0	164	120.61	74	.00	500	379.39	24
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	41	.00	0	164	55.00	34	.00	495	440.00	11
20 **	CLOTHING/SHOE ALLOWANCE	41	.00	0	164	55.00	34	.00	495	440.00	11
21-00	FICA TAXES	2494	1694.98	68	9976	6808.63	68	.00	29939	23130.37	23
21 **	FICA TAXES	2494	1694.98	68	9976	6808.63	68	.00	29939	23130.37	23
22-00	RETIREMENT CONTRIBUTIONS	2882	2080.20	72	11528	8294.41	72	.00	34584	26289.59	24
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2882	2080.20	72	11528	8294.41	72	.00	34584	26289.59	24
23-00	LIFE/HEALTH INSURANCE	5590	5584.20	100	22360	20654.43	92	.00	67089	46434.57	31
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	5590	5584.20	100	22360	20654.43	92	.00	67089	46434.57	31
24-00	WORKER'S COMPENSATION	3074	2820.17	92	12296	11970.60	97	.00	36896	24925.40	32
24 **	WORKER'S COMPENSATION	3074	2820.17	92	12296	11970.60	97	.00	36896	24925.40	32

Legislation Details (With Text)

File #:	16-53	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/9/2016			**In control:**	City Council
On agenda:	2/23/2016			**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 Order Authorizations.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 9, 2016
Agenda Date: February 23, 2016
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, 2016. 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

@02/05/2016 @02/05/2016

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY15 Cum.	FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
CP16F2	Fire Station #2 Design												
Op. Rev.		103,324.00	1/12/2016	2016-01									
Project Manager:		-	contingency authorized 5%										
account #	301-3580-519-62-00	103,324.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Architects Design Group PO#67486			FY16 PO Issue	FY2016	Pending	103,324.00	103,324.00	n/a	103,324.00	$ -	n/a	
	Bid No. RFQ-11-12-COC	New resolution needed to add contingency 5% of $103,324 = $5,167 for total budget of $108,491											
		-	^contingency balance-->				v						
* Fire Stations 1 and 2 were switched after Council													
WS0904	Lining of Sanitary Sewer Mains												
Op. Rev.		325,756.87	12/8/2015	2015-083									
Project Manager:		20,000.00	contingency authorized										
account #	421-4125-536-63-00	305,756.87	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Insituform Technologies PO Pending			FY16 PO Issue	FY2016	Pending	-	n/a	-	$ -	n/a		
	Contract No. 0113-1010 City of Daytona Beach												
		20,000	^contingency balance-->				v						
WS1201	Relocate/Replace 12" and Smaller AC WM Cocoa Beach Minuteman Cswy Streetscape												
Op. Rev.		659,839.00	12/8/2015	2015-085									
Project Manager:		59,985.00	contingency authorized										
account #	421-4055-536-63-00	599,854.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Certified General Contractors PO 67555			FY16 PO Issue	FY2016	29456	599,854.00	599,854.00	599,854.00	$ -	n/a		
	Bid No. Sole Source												
		59,985	^contingency balance-->				v						
WS1402	Surface Water Plant Clearwell Addition and 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				Cumulative	FY15 cum	FY16 cum				
	CH2M Hill PO#67522			FY16 PO Issue	FY2016	29508	8,569,000.00	8,569,000.00	n/a	$ 8,569,000.00	$ -	n/a	
	Bid No.RFQ-08-27-COC												
	Not in contingency.												
	PETTICOTT-SCHMITT #67619	**856,900**	^contingency balance-->				v						
	Bid No. B-15-23-COC												
CP16F1	Fire Station #1 Design												
Op. Rev.		145,619.00	12/8/2015	2015-081									
Project Manager:		-	contingency authorized 5%										
account #	301-3580-519-62-00	145,619.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Architects Design Group PO#67682			FY16 PO Issue	FY2016	29610	145,619.00	145,619.00	n/a	145,619.00	$ -	n/a	
	Bid No. RFQ-11-12-COC	New resolution needed to add contingency 5% of $145,619 = $7,281 for total budget of $153,899.											
* Fire Stations 1 and 2 were switched after Council		-	^contingency balance-->				v						
CP16F3	Fire Station #3 Design												
Op. Rev.		154,206.00	12/8/2015	2015-093									
Project Manager:		-	contingency authorized 5%										
account #	301-3580-519-62-00	154,206.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Architects Design Group PO#67485			FY16 PO Issue	FY2016	29395	154,206.00	154,206.00	-	154,206.00	$ -	n/a	
	Bid No. RFQ-11-12-COC	New resolution needed to add contingency 5% of $154,206 = $7,343 for total budget of $154,206.											
		-	^contingency balance-->				v						

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY15 Cum.	FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
WS1201	Pipeline Condition Assessment to Subaqueous PCCP along S.R.520 and Subaqueous DIP along S.R. 401												
Op. Rev.		157,008.00	11/10/2015	2015-075									
Project Manager:		50,000.00	contingency authorized not to exceed $50,000			63-00							
account # 421-4055-536.63-00		107,008.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Logan Diving & Salvage PO # 67251		FY16 PO Issue	FY2016	29144	157,008.00	157,008.00	n/a	$ 157,008.00	$ 15,095.04	n/a	n/a	n/a
	Bid No. RFQ-14-19-COC	change order needed to reduce PO to contract amount of $107,008											
	a/k/a Anderson Diving	contingency balance is zero until CO is done to reduce PO											
		-	^contingency balance-->				v						
WS1176	Elevated Storage Tank Structural Repairs Project												
Op. Rev.		753,233.00	9/22/15 VIII.3 AND 12/08/15 VIII.3	2015-089									
Project Manager:		68,476.00	contingency authorized	2015-066		46-00							
account # 421-4020-536.46-00		684,757.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	C&D Construction, Inc. PO # 66632		FY15 PO Issue	FY 2015	28386	600,000.00	600,000.00	600,000.00		$ 250,913.30	$ -	n/a	n/a
	Bid No. B-15-21-COC		*FY15 Year-End PO Liquidation*			(600,000.00)	-	-					
			12/08/15 Council approved additional funds to complete project				-						
	FY 16 PO 67462		*FY2016 PO*	FY2016	29384	684,757.00	684,757.00	$ -	$ 684,757.00				
		68,476	^contingency balance-->				v						
WS0803	Indian River Drive Watermain Improvements												
Op. Rev.		2,306,700.00	7/14/2015 VIII 1.	2015-033									
Project Manager: Andrew Dugan		209,700.00	10% contingency authorized			63-00							
account # 421-4055-536-63-00		2,097,000.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Maxwell Contracting, Inc. PO #66354/67040		FY15 PO Issue	FY 2015	27968	2,097,000.00	2,097,000.00	2,097,000.00		$ 466,971.83	$ 499,792.45	n/a	n/a
	Bid No. B-15-04-COC		*FY15 Year-End PO Liquidation*			(1,597,207.55)	499,792.45	499,792.45					
			FY16 PO Issue	FY2016	28763	1,597,207.55	2,097,000.00	499,792.45	1,597,207.55				
			CO#1 additional costs for unseen work		29595	19,799.23	2,116,799.23	499,792.45	1,617,006.78				
		189,901	^contingency balance-->				v						
PW08PT and WS1509	Peachtree Street Improvements Phase II												
Lap Agree. 1,387,500		2,741,212.92	3/24/2015 V .8.	2015-018		3510-541-63-00 4055-536-63-00							
Project Manager: Charlene Neuterman		130,533.95	5% contingency authorized of construction & SDC										
1-account # 001-3510-541-63-00		2,610,678.97	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
2-account # 421-4055-536-63-00													
Restr Reserves $340,920 W/S $956,198													
FY 2015	DP Development of the Treasure Coast PO#65960 for acct 1, & PO#65962 for acct 2		65960 FY15 PO Issue	FY 2015	27406	1,553,694.27	1,553,694.27	1,553,694.27		$ 711,242.07	$ 467,457.38	n/a	n/a
	Myra Planning & Design PO#65818 for acct 1, & PO#65947		65962 FY15 PO Issue	FY 2015	27428	812,436.70	2,366,130.97	2,366,130.97					
			65818 FY15 PO Issue	FY 2015	27271	167,479.59	2,533,610.56	2,533,610.56					
FY2016	**Acct 1 PO# 67188 and PO 67499**		65790 FY15 PO Issue	FY 2015	27415	77,035.54	2,610,646.10	2,610,646.10					
	Acct 2 PO# 067400 & 67399		*PO 65947 FY15 Year-End PO Liquidation*	FY 2015		(45,285.65)	2,565,360.45	2,565,360.45			31,749.89		
			PO 65818 FY15 Year-End PO Liquidation	FY 2015		(121,541.98)	2,443,818.47	2,443,818.47			45,937.61		
			PO 65960 FY15 Year-End PO Liquidation	FY 2015		(1,314,475.89)	1,129,342.58	1,129,342.58			239,218.38		
	Bid No. B-15-12-COC		*PO 65962 FY15 Year-End PO Liquidation*	FY 2015		(661,885.20)	467,457.38	467,457.38			150,551.50		
			67188 FY16 PO Issue	FY 2016	29046	1,314,475.89	1,781,933.27	467,457.38	1,314,475.89	379,556.04			
			67499 FY16 PO Issue	FY 2016	29264	121,541.98	1,903,475.25	467,457.38	1,436,017.87	12,704.56			
			67400 FY16 PO Issue	FY 2016	29302	661,885.20	2,565,360.45	467,457.38	2,097,903.07	299,230.67			
			67399 FY16 PO Issue	FY 2016	29298	45,285.65	2,610,646.10	467,457.38	2,143,188.72	19,750.80			
		130,534	^contingency balance-->				v						
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										
account # 421-4055-536-63-00		1,103,473.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Brandes Design-Build, Inc. PO # 065796		FY15 PO Issue	FY 2015	27257	1,103,473.00	1,103,473.00	1,103,473.00		$ 196,497.99	$ 220,050.00	n/a	n/a
	Bid No. B-15-09-COC		*PO 65796 FY15 Year-End PO Liquidation*			(883,423.00)	220,050.00	220,050.00					
			FY16 PO Issue	FY 2016	29146	883,423.00	1,103,473.00	220,050.00	883,423.00				
	FY 2016 P.O. 67359					7,268.19	1,110,741.19	220,050.00	890,691.19				
		103,079	^contingency balance-->										

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY15 Cum.	FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
WS1001	Industrial Park Pump Station													
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138										
Project Manager:		444,500.00	10% contingency authorized			63-00								
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency					Cumulative	FY15 cum	FY16 cum				
	Brandes Design-Build. PO #65207		FY15 PO Issue	FY 2015	26451	4,445,000.00		4,445,000.00	4,445,000.00		$ 57,645.00	$ 2,959,457.53	n/a	n/a
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41		4,486,985.41	4,486,985.41					
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50		4,501,559.91	4,501,559.91					
			PO 65207 FY15 Year-End PO Liquidation			(1,542,102.38)		2,959,457.53	2,959,457.53					
			FY16 PO Issue	FY2016		1,542,102.38		4,501,559.91	2,959,457.53	1,542,102.38				
	FY 2016 P.O. 67318		*CO #1 install electric operated gate w/ access controls*		29647	53,686.38		4,555,246.29	2,959,457.53	1,595,788.76				
		334,254	^contingency balance-->					v						
WS0501	Well 17 Pipeline Improvements													
Op. Rev.		757,781.31	9/9/14 VIII.3	2014-102										
Project Manager:		68,889.21	10% contingency authorized			63-00								
account #421-4055-536.63-00		688,892.10	exp authorized before contingency					Cumulative	FY15 cum	FY16 cum				
	Atlantic Development of Cocoa. PO# 64326		FY14 PO Issue	FY 2014	25488	688,892.10		688,892.10			$ -	$ 590,107.65	$ -	n/a
	Task Order 2014-09		*FY14 Year-End PO Liquidation*			(688,892.10)		-						
	Atlantic Development of Cocoa. PO# 64713		FY15 PO Issue	FY 2015	25843	688,892.10		688,892.10	688,892.10					
	Task Order 2014-09		*CO #1 to Repair 4" Blowoff*	FY2015	27259	8,351.11		697,243.21	697,243.21					
			FY15 Year End PO Liquidation			(107,135.56)		590,107.65	590,107.65					
	FY2016 P.O. PENDING		*PENDING FY16 PO Issue*	FY2016	PENDING	107,135.56		697,243.21	590,107.65	107,135.56				
		60,538	^contingency balance-->					v	v					
WS1216	Dyal Plant Flocculation/Sedimentation Basin Drain System Modifications													
Op. Rev.		320,086.00	9/9/14 VIII.2 and 10/13/15 VIII.6.	2015-071										
Project Manager: Anna Hoang		21,086.00	9.2% contingency authorized	2014-101		63-00								
account # 421-4055-536.63-00		70,000.00	additional contigency authorized	Note: typo on Agenda stating total contingency is $91,083, however resolution states contingency is $91,086										
		229,000.00	exp authorized before contingency					Cumulative	FY15 cum	FY16 cum				
	Villages Construction, Inc. PO# 64327 CANCELED		FY14 PO Issue	FY 2014	25489	229,000.00		229,000.00			$ 77,129.25	$ 131,648.91	$ -	n/a
	Bid No. B-14-16-COC		*FY14 Year-End PO Liquidation*			(229,000.00)		-						
	Villages Construction, Inc. PO#64587		FY 15 PO Issue	FY 2015	25834	229,000.00		229,000.00	229,000.00					
			CO #1 electrical exploratory work		28333	4,613.16		233,613.16	233,613.16					
			FY15 Year End PO Liquidation			(101,964.25)		131,648.91	131,648.91					
	Villages Construction FY 2016 PO 67398		PO 67398 FY16 PO Issue	FY2016	29288	37,009.89		168,658.80	131,648.91	37,009.89				
			CO#1: True up PO67398 balance from FY2015		29387	64,954.36		233,613.16	131,648.91	101,964.25				
			CO#2: add cost for offset fitting		29402	463.08		234,076.24	131,648.91	102,427.33	51,579.00			
	FY 2016 CH2M Hill P.O. 67330 $18,419.11 not from "contingency"?													
	FY 2016 Brandes Design-Build Inc. PO#67064 ($26,895) (from authorized contigency)		*FY 2016 Furnish and install conduit and associated electrical work*	FY2016	28903	26,895.00		26,895.00	-	26,895.00	25,550.25			
		59,115	^contingency balance-->					v	v					
WS1117	SCADA Support Hardware Integration Services													
Op. Rev.		3,145,938.40	8/12/14 VIII.5	2014-090										
Project Manager:		231,664.40	10% contingency authorized			63-00	64-00							
account #421-4055-536.63-00		597,630.00	Change order to support the Repair of Deficiencies 8-25-15 V.5											
		2,316,644.00	exp authorized before contingency					Cumulative	FY15 cum	FY16 cum				
	CH2M Hill Engineers, Inc. PO# 64202 FY2014		FY14 PO Issue	FY 2014	25301		2,316,644.00	2,316,644.00			$ 613,070.61	$ 1,544,805.10	$ -	n/a
	Task Order 2014-58		*FY14 Year-End PO Liquidation for Task Order 2014-58*				(2,316,644.00)	-						
	CH2M Hill Engineers, Inc. PO# 64883 FY2015		*FY 2015 PO Issue*	FY 2015	26194		2,316,644.00	2,316,644.00	2,316,644.00					
					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	2,316,644.00					
			CO#2-to support the repair of deficiencies identified through execution of the original task		28276	597,630.00		2,914,274.00	2,914,274.00					
			CO#3-to correct CO#2 Internal use only to put into right account		n/a			2,914,274.00	2,914,274.00					
			FY15 Year-End PO Liquidation			(1,369,468.90)	-	1,544,805.10	1,544,805.10					
	CH2M Hill Engineers, Inc. PO# 67262 FY2016		FY16 PO Issue	FY2016	29089	1,369,468.90	-	2,914,274.00	1,544,805.10	1,369,468.90				
	Same project, different task orders, not from "contingency"													
	CH2M Hill Engineers, Inc. PO# 67260													
	CH2M Hill Engineers, Inc. PO# 67261													
	CH2M Hill Engineers, Inc. PO# 67263													
	CH2M Hill Engineers, Inc. PO# 67264													
		231,664	^contingency balance-->					v	v					

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY15 Cum.	FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
WS1426	Dyal Water Treatment Plant Switchgear & Generator Closed Loop Transition Upgrade												
Op. Rev.		645,947.00	7/8/14 V.3	2014-064									
		120,100.00	3/10/15, V.2	no Resolution: project amendment									
Project Manager: Joe DeGiovine		47,804.00	10% contingency authorized			63-00							
account #421-4055-536.63-00		478,043.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	IEM Power Systems LLC PO# 64076		FY14 PO Issue	FY 2014	25120	478,043.00	478,043.00			$ 18,000.00	$ 246,351.60	$ -	n/a
	Bid No. B-14-12-COC		*FY14 Year-End PO Liquidation*			(478,043.00)	-						
	IEM Power Systems LLC PO#65274		FY15 PO Issue	FY 2015	26591	478,043.00	478,043.00	478,043.00					
	Bid No. B-14-12-COC		*CO #1 add funds by Council Approval 3/10/15, V2*		27169	110,600.00	588,643.00	588,643.00					
			FY15 Year End PO Liquidation			(342,291.40)	246,351.60	246,351.60					
	IEM Power Systems LLC PO#67525		FY16 PO Issue	FY2016	29418	324,291.40	588,643.00	246,351.60	342,291.40				
		47,804	^contingency balance-->				v	v					
WS1113	Liquid Oxygen Conversion												
2010 Bond & Op.Rev.		2,377,268.96	7/8/14 Item V.6	2014-072									
Project Manager: A. Dugan		194,910.00	contingency authorized			63-00							
account #421 4055 536 63-00		2,182,358.96	constr' exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
				FY2013		-	-						
	Brandes Design-Build, Inc. PO# 62619		FY14 PO Issue	FY2014	23342	1,949,100.00	1,949,100.00			$ -	$ 1,129,827.22	$ 1,061,100.00	n/a
	Bid No. B-13-12-COC		CO #1 Work on dielectric system		24985	233,258.96	2,182,358.96						
			FY14 Year-End PO Liquidation			(1,121,258.96)	1,061,100.00						
	Brandes Design-Build, Inc. PO# 64854		FY15 PO Issue	FY2015	26152	1,121,258.96	2,182,358.96	1,121,258.96					
	Bid No. B-13-12-COC		CO #2 Add'l Programming		26445	19,072.05	2,201,431.01	1,140,331.01					
			CO #3 Contract extended 63 days		26982	53,673.83	2,255,104.84	1,194,004.84					
	Brandes Design-Build, Inc. PO# 67458		CO#4 cut free two ozone generator discharge pipes		28197	8,986.45	2,264,091.29	1,202,991.29					
			FY15 Year End PO Liquidation			(73,164.07)	2,190,927.22	1,129,827.22					
			FY16 PO Issue	FY2016	29378	73,164.07	2,264,091.29	1,129,827.22	73,164.07				
		113,178	^contingency balance-->				v	v					
WS1222	BNR Process Improvements												
DER restricted + Op.Rev		2,970,900.00	08/13/13 VIII.7	2013-083									
account #421 4120 536 63-00 + 64-00		191,900.00	contingency authorized										
		2,779,000.00	constr' exp authorized before contingency										
	Brandes Design-Build, Inc. PO# 62086												
	Bid No. B-13-11-COC	86,000	7/28/15 VIII. 3.	2015-037									
	$5k reimburse check for overpmt of retainage in error - NOT a change order	10,000	contingency authorized for emergency task order			63-00	64-00						
	Brandes Design-Build, Inc. PO# 62605	76,000	Emergency Task Order authorized ($76k before task order contingency)										
	Bid No. B-13-11-COC												
							Cumulative	FY15 cum	FY16 cum				
	Brandes Design-Build, Inc. PO# 64940			FY2012		-	-	-					
	Bid No. B-13-11-COC			FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00			$ 675,526.65	$ 2,023,431.73	$ 50,000.00
	[9[		*FY13 Year-End PO Liquidation*			(1,200,550.00)	(1,528,450.00)	50,000.00					
			FY14 PO Reissue	FY2014	23304	1,200,550.00	1,528,450.00	2,779,000.00					
	Brandes Design-Build, Inc. PO# 67346		CO #1 Modification to drain lines in BNR tanks		24840	22,776.29		2,801,776.29					
			FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73					
								2,073,431.73					
			FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29	728,344.56				
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29	739,384.56				
			CO #3 Cable Tray		27079	5,978.14		2,818,794.43	745,362.70				
			CO #4 to Remove Sludge		27209	10,000.00		2,828,794.43	755,362.70				
			FY15 Year End PO Liquidation			(79,836.05)		2,748,958.38	675,526.65				
			FY16 PO Issue	FY2016	29212	79,836.05		2,828,794.43	675,526.65	79,836.05			
			CO#1: Brandes will pay for add'l engineering fees		29329	(5,000.00)		2,823,794.43	675,526.65	74,836.05			
			CO#2: four electric valve actuators			4,151.50		2,827,945.93	675,526.65	78,987.55			
	Maxwell Contracting, Inc. PO#066365		Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		76,000.00	76,000.00			$ 76,000.00	n/a
	Emergency - compromise of existing expansion joint					this portion is complete; project is incomplete							
		142,954	^contingency balance--> for Brandes Design-Build										
		10,000	^contingency balance--> for Maxwell Contracting				v	v					

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY15 Cum.	FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
WS0711	Wewahootee Pump Station Improvements												
2010 Bond + Op. Rev.		3,448,060.00	05/28/13 VIII.9	2013-055									
Project Manager: A. Dugan		313,460.00	contingency authorized			63-00							
account #421 4055 536 63 00		3,134,600.00	constr' exp authorized before contingency										
		235,872.00	change order authorized										
		3,683,932.00	**11/25/14 VIII.6	2014-135									
							Cumulative	FY15 cum	FY16 cum				
				FY2012		-	-						
	Brandes Design-Build, Inc. PO# 61731			FY2013	22211	3,134,600.00	3,134,600.00			$ -	$ 323,670.39	$ 2,272,916.22	$ 980,613.00
	Bid No. B-13-09-COC		*to correct PO, deduct alt. #5; not added to "contingency"*		22348	(25,000.00)	3,109,600.00						
			CO#2 services and fittings to 24" and 36" line stops		22674	50,360.00	3,159,960.00						
			FY13 Year-End PO Liquidation			(2,179,347.00)	980,613.00						
	Brandes Design-Build, Inc. PO# 62720		*FY14 PO Reissue*	FY2014	23395	2,179,347.00	3,159,960.00						
	Bid No. B-13-09-COC		CO #1 for delays caused by thrust block on existing pipe		23652	16,805.61	3,176,765.61						
			CO #2 - New roof & new butterfly valves		23912	56,800.00	3,233,565.61						
			CO #3 install thrust block, butterfly valve, replace windows		24178	30,857.00	3,264,422.61						
			CO #4 Modify vacuum strategy		24577	86,905.17	3,351,327.78						
			FY14 Year-End PO Liquidation			(97,798.56)	3,253,529.22						
	Brandes Design-Build, Inc. PO#65208		FY15 PO Reissue	FY2015	26523	97,798.56	3,351,327.78	97,798.56					
	Bid No. B-13-09-COC		CO #5 Add'l Communication/Electrical upgrades approved by Council		*26523*	235,871.83 **	3,587,199.61	333,670.39					
			FY15 Year End PO Liquidation			(10,000.00)	3,577,199.61	323,670.39					
	Brandes Design-Build, Inc. PO#67505 FY2016		FY16 PO Issue	FY2016	*29380*	10,000.00	3,587,199.61	323,670.39	10,000.00				
		71,732.22	^contingency balance-->				v	v					
		25,000.00	*FY2013 PR#22348 not part of pre-approved contingency*										
		96,732.22											

Legislation Details (With Text)

File #:	16-54	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/9/2016			**In control:**	City Council
On agenda:	2/23/2016			**Final action:**	
Title:	FY 2016 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	January 2016 EXPENSE Budget Tracking.pdf January 2016 REVENUE Budget Tracking.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 9, 2016
Agenda Date: February 23, 2016
Prepared By: Anthony Hagan / Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
FY 2015 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 2016 thru January 31, 2015.

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 2016 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 1/31/2016

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1100 - CITY MANAGER'S OFFICE					
11/24/15	001-1100-512.12-00	(7,200)	FROM REG SALARIES & WAGES TO EXECUTIVE /SPECIAL PAY		601
	001-1100-512.15-00	7,200			
1 Budget Amendments/Transfers			Division 1100 Total	$0	
1103 - INFORMATION TECHNOLOGY					
10/20/15	001-1103-516.27-00	(2,400)	FROM CAFETERIA PLAN TO CAFETERIA PLAN		602
	001-1103-516.21-00	(3,534)	FROM FICA TAXES TO FICA TAXES		602
	001-1103-516.23-00	(7,591)	FROM LIFE/HEALTH INSURANC TO LIFE/HEALTH INSURANCE		602
	001-1103-516.12-00	(43,784)	FROM REG SALARIES & WAGES TO REG SALARIES & WAGES		602
	001-1103-516.22-00	(3,179)	FROM RETIREMENT CONTRIBUT TO RETIREMENT CONTRIBUTIO		602
	001-1103-516.24-00	(116)	FROM WORKER'S COMP TO WORKER'S COMP		602
01/22/16	001-1103-516.52-00	(5,000)	FROM OPERATING SUPPLIES TO COMMUNICATION SERVICES		1417
	001-1103-516.41-00	5,000			
7 Budget Amendments/Transfers			Division 1103 Total	($60,604)	
1500 - FINANCE GENERAL ACCOUNTNG					
11/25/15	001-1500-513.12-00	(26,030)	FROM REG SALARIES & WAGES TO ACCRUAL PAYOUTS		623
	001-1500-513.12-12	26,030			
01/29/16	001-1500-513.52-00	(500)	FROM OPERATING SUPPLIES TO TRAINING		1603
	001-1500-513.55-00	2,000			
2 Budget Amendments/Transfers			Division 1500 Total	$1,500	
1510 - FINANCE UTILITY ACCOUNTNG					
01/22/16	001-1510-536.52-00	(40)	FROM OPERATING SUPPLIES TO PRINTING & BINDING		1417
	001-1510-536.47-00	40			
01/29/16	001-1510-536.52-00	(1,500)	FROM OPERATING SUPPLIES TO TRAINING		1603
2 Budget Amendments/Transfers			Division 1510 Total	($1,500)	
1600 - GENERAL OPERATIONS					
11/10/15	001-1600-513.49-00	(20,000)	TXFR FRM OTHER CHRGS & OB TO UNEMPLOYMENT COMP		440
	001-1600-513.25-00	20,000			
01/22/16	001-1600-513.39-00	(5,000)	FROM CONTINGENCY TO ACCOUNTING & AUDITING		1420

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/22/16...	001-1600-513.32-00	3,500	FROM CONTINGENCY TO ACCOUNTING & AUDITING...		1420...
	001-1600-513.31-01	1,500	FROM CONTINGENCY TO LEGAL EXPENSES		1420
	001-1600-513.61-00	815,000	LAND		1419
4 Budget Amendments/Transfers			Division 1600 Total	$815,000	
1801 - HUMAN RESOURCES					
10/22/15	001-1801-513.47-00	877	BADGE PRINTING		216
1 Budget Amendments/Transfers			Division 1801 Total	$877	
1805 - CITY CLERK					
10/22/15	001-1805-513.52-00	(877)	BADGE PRINTING		216
1 Budget Amendments/Transfers			Division 1805 Total	($877)	
2100 - POLICE ADMIN/OPERATIONS					
10/15/15	001-2100-521.46-00	(1,336)	TXFR FRM LAW ENFR/REPAIR TO LAW ENFR/REPAIR		150
10/29/15	001-2100-521.41-00	(1,824)	TXFR FRM LAW ENFC / COMM TO LAW ENFC / OPERATING		290
	001-2100-521.52-00	1,824			
11/04/15	001-2100-521.52-00	5,182	TXFR FRM LAW ENF / CAPITL TO LAW ENF / OPERATING		364
	001-2100-521.41-00	(1,168)	TXFR FRM LAW ENF / COMM TO LAW ENF / OPERATING		364
	001-2100-521.52-00	(1,305)	TXFR FRM LAW ENF / OPERAT TO LAW ENF / OPERATING		364
	001-2100-521.46-00	(1,135)	TXFR FRM LAW ENF / REPAIR TO LAW ENF / OPERATING		364
11/25/15	001-2100-521.12-00	(15,000)	FROM REG SALARIES & WAGES TO WAGES/SALARIES/CONTRAC		671
	001-2100-521.12-06	15,000			
12/14/15	001-2100-521.64-00	(15,120)	FROM LAW ENF / MACH & EQU TO LAW ENF / RENT & LEASE		879
	001-2100-521.44-00	15,120			
12/23/15	001-2100-521.41-00	(1,000)	CHANGE ORDER TO PO 66815		1017
	001-2100-521.52-00	500			
	001-2100-521.54-00	500			
01/14/16	001-2100-521.64-00	(811)	FROM LAW ENFC / MACH & EQ TO LAW ENFC / OPERATING		1316
	001-2100-521.52-00	811			
	001-2100-521.64-15	(22,980)	FROM MACH & EQ / IT HARDW TO MACH & EQ / JAG GRANT		1316
	001-2100-521.64-01	22,980			
11 Budget Amendments/Transfers			Division 2100 Total	$238	
2101 - POLICE COMMUNICATIONS					
10/15/15	001-2101-521.46-00	1,336	TXFR FRM LAW ENFR/REPAIR TO LAW ENFR/REPAIR		150
11/04/15	001-2101-521.64-00	(1,574)	TXFR FRM LAW ENF / CAPITL TO LAW ENF / OPERATING		364
2 Budget Amendments/Transfers			Division 2101 Total	($238)	
2200 - FIRE ADMINISTRATION					
01/14/16	001-2200-522.52-00	(150)	FROM OPERATING SUPPLIES TO POSTAGE & FREIGHT		1316
	001-2200-522.42-00	150			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1	Budget Amendments/Transfers		Division 2200 Total	$0	
2201 - FIRE OPERATIONS					
01/22/16	001-2201-522.64-00	14,200	MACHINERY AND EQUIPMENT		1418
1	Budget Amendments/Transfers		Division 2201 Total	$14,200	
3200 - ADMINISTRATION					
10/20/15	001-3200-515.27-00	2,400	FROM CAFETERIA PLAN TO CAFETERIA PLAN		602
	001-3200-515.21-00	3,534	FROM FICA TAXES TO FICA TAXES		602
	001-3200-515.23-00	7,591	FROM LIFE/HEALTH INSURANC TO LIFE/HEALTH INSURANCE		602
	001-3200-515.12-00	43,784	FROM REG SALARIES & WAGES TO REG SALARIES & WAGES		602
	001-3200-515.22-00	3,179	FROM RETIREMENT CONTRIBUT TO RETIREMENT CONTRIBUTIO		602
	001-3200-515.24-00	116	FROM WORKER'S COMP TO WORKER'S COMP		602
01/28/16	001-3200-515.31-00	(12,015)	FROM PROFESSIONAL SVCS TO PROFESSIONAL SVCS		1499
7	Budget Amendments/Transfers		Division 3200 Total	$48,589	
3205 - ECONOMIC DEVELOPMENT					
01/28/16	001-3205-559.31-00	12,015	FROM PROFESSIONAL SVCS TO PROFESSIONAL SVCS		1499
1	Budget Amendments/Transfers		Division 3205 Total	$12,015	
3290 - LEISURE SERVICES					
12/02/15	001-3290-574.12-00	(14,240)	TO COVER NON-CITY SPECIAL EVENTS		682
	001-3290-574.64-00	(4,990)			
	001-3290-574.22-01	6,230			
	001-3290-574.15-00	13,000			
1	Budget Amendments/Transfers		Division 3290 Total	$0	
3500 - ADMINISTRATION					
10/29/15	001-3500-519.52-00	500	TXFR FRM OPERATING SUPPLI TO OPERATING SUPPLIES		290
	001-3500-519.44-00	500	TXFR FRM RENTALS AND LEAS TO RENTALS AND LEASES		290
2	Budget Amendments/Transfers		Division 3500 Total	$1,000	
3510 - PUBLIC WORKS MAINTENANCE					
10/29/15	001-3510-541.52-00	(500)	TXFR FRM OPERATING SUPPLI TO OPERATING SUPPLIES		290
	001-3510-541.44-00	(500)	TXFR FRM RENTALS AND LEAS TO RENTALS AND LEASES		290
12/14/15	001-3510-541.63-00	554,018	INFRASTRUCTURE		875
12/30/15	001-3510-541.46-00	(10,000)	FROM REPAIR AND MAINT TO OPERATING SUPPLIES		1099
	001-3510-541.52-00	10,000			
4	Budget Amendments/Transfers		Division 3510 Total	$553,018	
3520 - PARKS & BEAUTIFICATION					
11/25/15	001-3520-572.12-00	(225)	FROM REG SALARIES & WAGES TO ACCRUAL PAYOUTS		623
	001-3520-572.12-12	225			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1 Budget Amendments/Transfers			Division 3520 Total	$0	
49 Total Budget Amendments/Transfers			**GENERAL FUND**	**$1,383,218**	
3230 - CRA ADMIN/OPERATIONS					
11/09/15	110-3230-559.39-00	(2,551)	FROM CASH CARRY FORWRD TO CONTINGENCY		670
	110-3230-559.63-00	4,460			
	110-3230-559.63-00	37,473			
	110-3230-559.63-00	49,645			
	110-3230-559.63-00	61,110			
	110-3230-559.34-00	7,755	FROM CASH CARRY FORWRD TO CONTRACT SERVICES		670
12/02/15	110-3230-559.83-00	(2,800)	FROM OTHER GRANTS / AIDS TO CONTRACT SERVICES		738
	110-3230-559.34-00	2,800			
3 Budget Amendments/Transfers			Division 3230 Total	$157,892	
3 Total Budget Amendments/Transfers			**REDEVELOPMENT AGENCY FUND**	**$157,892**	
3230 - CRA ADMIN/OPERATIONS					
10/05/15	111-3230-559.83-00	(2,800)	TXFR FRM OTHER GRANT & AI TO TRAINING / TRAVEL PER		41
	111-3230-559.55-00	1,010			
	111-3230-559.40-00	1,790			
12/02/15	111-3230-559.83-00	(281)	FY16 REVISED BUDGET		681
	111-3230-559.63-00	162,966			
12/08/15	111-3230-559.83-00	(5,000)	FROM OTHER GRANTS & AIDS TO PROFESSIONAL SVCS		768
	111-3230-559.31-00	5,000			
3 Budget Amendments/Transfers			Division 3230 Total	$162,685	
3 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$162,685**	
3230 - CRA ADMIN/OPERATIONS					
11/19/15	112-3230-559.83-02	(284)	REDUCE TIF REVENUE REVISED FY16 BUDGET		543
12/08/15	112-3230-559.43-00	(8)	FROM ELEC / WATER / SEWER TO INSURANCE		768
	112-3230-559.45-00	8			
2 Budget Amendments/Transfers			Division 3230 Total	($284)	
2 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**($284)**	
3580 - CAPITAL PROJECTS MNGMT					
12/14/15	301-3580-519.62-00	(8,000,000)	FROM CAPITAL PRJCT-BLDNGS TO CAPITAL PRJCT - BLDNGS		881
	301-3580-519.62-00	2,500,000			
	301-3580-519.62-00	2,500,000			
	301-3580-519.62-00	3,000,000			
12/29/15	301-3580-519.62-00	(203,492)	FROM BUILDINGS TO LAND		1068
	301-3580-519.62-00	(10,000)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/29/15...	301-3580-519.61-00	10,000	FROM BUILDINGS TO LAND...		1068...
	301-3580-519.61-00	203,492			
01/29/16	301-3580-519.62-00	(266,858)	FROM BUILDINGS TO LAND		1610
	301-3580-519.62-00	(10,000)			
	301-3580-519.61-00	10,000			
	301-3580-519.61-00	266,858			
3 Budget Amendments/Transfers			Division 3580 Total	$0	
3 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$0**	
4010 - WATER ADMINISTRATION					
11/10/15	421-4010-536.31-01	(5,000)	TXFR FRM LEGAL EXPENSES TO UNEMPLOYMENT COMP		440
	421-4010-536.25-00	5,000			
01/22/16	421-4010-536.39-00	(5,000)	FROM CONTINGENCY TO ACCOUNTING & AUDITING		1423
	421-4010-536.32-00	3,500			
	421-4010-536.31-01	1,500	FROM CONTINGENCY TO LEGAL EXPENSES		1423
	421-4010-536.39-00	(171,492)	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL		1422
4 Budget Amendments/Transfers			Division 4010 Total	($171,492)	
4020 - DYAL PLANT					
10/29/15	421-4020-536.46-00	(4,000)	TXFR FRM REPAIR AND MAINT TO REPAIR AND MAINTENANCE		295
	421-4020-536.46-00	4,000			
12/14/15	421-4020-536.46-00	753,233	TO REPAIR & MAINTENANCE		872
	421-4020-536.46-00	58,192			873
01/22/16	421-4020-536.64-00	68,814	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL		1422
4 Budget Amendments/Transfers			Division 4020 Total	$880,239	
4025 - WATER FIELD OPERATIONS					
01/22/16	421-4025-536.46-00	(27,608)	FROM REPAIRS AND MAINTEN TO REPAIRS / MAINT - BLDN		1421
	421-4025-536.46-02	27,608			
	421-4025-536.64-00	59,349	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL		1422
2 Budget Amendments/Transfers			Division 4025 Total	$59,349	
4055 - ENGINEERING					
10/22/15	421-4055-536.63-00	(17,324)	PROJ EXTENTED-MORE FUNDS FOR SERVICES		215
	421-4055-536.63-00	17,324			
10/29/15	421-4055-536.63-00	(70,000)	TXFR FRM INFRASTRUCTURE TO INFRASTRUCTURE		298
	421-4055-536.63-00	70,000			
12/14/15	421-4055-536.63-00	(1,968,704)	FROM INFRASTRUCTURE TO INFRASTRUCTURE		880
	421-4055-536.63-00	(1,467,681)			
	421-4055-536.63-00	(217,273)			
	421-4055-536.63-00	3,653,658			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/14/15...	421-4055-536.63-00	9,537	INFRASTRUCTURE		874
	421-4055-536.63-00	11,623			
	421-4055-536.63-00	14,750			
	421-4055-536.63-00	124,533			
	421-4055-536.63-00	189,998			
	421-4055-536.63-00	388,626			
	421-4055-536.63-00	415,981			
	421-4055-536.63-00	467,162			
12/17/15	421-4055-536.63-00	(415,981)	FROM INFRASTRUCTURE TO INFRASTRUCTURE		939
	421-4055-536.63-00	415,981			
5 Budget Amendments/Transfers			Division 4055 Total	$1,622,210	
4120 - WATER RECLAMATION					
10/15/15	421-4120-536.46-00	(4,900)	TXFR FRM REPAIRS & MAINTQ TO CONTRACT SERVICES		150
	421-4120-536.31-00	4,900			
12/08/15	421-4120-536.46-00	(500)	FROM REPAIRS & MAINTENANC TO MACHINERY & EQUIPMENT		768
	421-4120-536.64-00	500			
12/22/15	421-4120-536.63-00	(30,000)	WS1306		990
	421-4120-536.68-10	30,000			
12/23/15	421-4120-536.46-00	(556)	TABLET ACT COSTS > BUDGET		1018
	421-4120-536.64-15	556			
01/14/16	421-4120-536.46-00	(2,920)	FROM REPAIRS & MAINTENANC TO MACHINERY & EQUIPMENT		1316
	421-4120-536.64-00	2,920			
01/22/16	421-4120-536.52-00	(892)	FROM OPERATING SUPPLIES TO MACHINERY & EQUIPMENT		1417
	421-4120-536.64-00	892			
6 Budget Amendments/Transfers			Division 4120 Total	$0	
4125 - SEWER FIELD OPERATIONS					
11/24/15	421-4125-536.12-00	(2,506)	FROM REG SALARIES & WAGES TO RETIREMENT CONTRIBUT		710
	421-4125-536.22-00	2,506			
	421-4125-536.22-00	(2,506)			715
	421-4125-536.12-00	2,506			
01/22/16	421-4125-536.64-00	43,329	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL		1422
3 Budget Amendments/Transfers			Division 4125 Total	$43,329	
24 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$2,433,635**	
3570 - STORMWATER UTILITY					
10/15/15	423-3570-538.52-00	(500)	TXFR FRM OPERATING SUPPLI TO RENTALS AND LEASES		150
	423-3570-538.44-00	500			
1 Budget Amendments/Transfers			Division 3570 Total	$0	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
1 Total Budget Amendments/Transfers			**STORMWATER UTILITY** **$0**	

85 Transfers & Amendments between 10/1/2015 and 1/31/2016

FY 2016 TOTAL TRANSFERS & AMENDMENTS 4,137,146

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: C:\Users\ltaylor\Desktop\Rev & Exp Agenda Reports\FY 2016 Rev & Exp Agenda Reports\FY 2016 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoljt

Date: 2/11/2016

FY 2016 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 1/31/2016

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/14/15	001-0000-389.99-50	(1,054,358)	FB APPROP RESERVES		875
	001-0000-331.39-10	1,148,282	FED GRANT -TRANSPORTATION		875
	001-0000-389.99-11	460,094	RESTRICTED CASH CARRY FORWARD		875
01/22/16	001-0000-334.61-10	14,200	BREVARD COUNTY EMS GRANT		1418
	001-0000-389.99-50	815,000	FUND BAL-APPROP. RESERVES		1419
5	Budget Amendments/Transfers		Division 0000 Total	$1,383,218	
	5 Total Budget Amendments/Transfers		**GENERAL FUND**	**$1,383,218**	
11/09/15	110-0000-389.99-10	161,328	FROM CASH CARRY FORWRD CONTRACT SERVICES		670
	110-0000-338.00-00	(3,436)	FROM SHARED REVENUE LOCAL CONTRACT SERVICES		670
2	Budget Amendments/Transfers		Division 0000 Total	$157,892	
	2 Total Budget Amendments/Transfers		**REDEVELOPMENT AGENCY FUND**	**$157,892**	
12/02/15	111-0000-338.00-00	(281)	FY16 REVISED BUDGET		681
	111-0000-389.99-10	162,966			
1	Budget Amendments/Transfers		Division 0000 Total	$162,685	
	1 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$162,685**	
11/19/15	112-0000-338.00-00	(284)	REDUCE TIF REVENUE REVISED FY16 BUDGET		543
1	Budget Amendments/Transfers		Division 0000 Total	($284)	
	1 Total Budget Amendments/Transfers		**CRA US1 CORRIDOR**	**($284)**	
12/14/15	421-0000-389.99-50	403,376	BAL FWD / FUND BAL APPROP RESERVES		874
	421-0000-389.99-50	1,218,834			
	421-0000-389.99-50	58,192	TO BALANCE FWD / BAL APPROP RESERVES		873
	421-0000-389.99-50	753,233	TO BALANCE FWD / FUN BAL APPROP RESERVES		872
3	Budget Amendments/Transfers		Division 0000 Total	$2,433,635	
	3 Total Budget Amendments/Transfers		**WATER/SEWER ENTERPRISE**	**$2,433,635**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
12	**Transfers & Amendments between 10/1/2015 and 1/31/2016**			
			FY 2016 TOTAL TRANSFERS & AMENDMENTS	**4,137,146**

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: C:\Users\ltaylor\Desktop\Rev & Exp Agenda Reports\FY 2016 Rev & Exp Agenda Reports\FY 2016 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoljt

Date: 2/11/2016

Legislation Details (With Text)

File #:	16-55	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/9/2016			**In control:**	City Council
On agenda:	2/23/2016			**Final action:**	
Title:	New local business tax receipts. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2-23-16 New local business tax receipts.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 9, 2016
Agenda Date: February 23, 2016
Prepared By: T. Scott Davis, MCP, Building Official
Through: Steven P. Belden, AICP Community Services Director
Requested Action:
New local business tax receipts

BACKGROUND:

Attached City Council will find a report identifying recipients of new local business tax receipts (occupational licenses) for January 14, 2016 - February 9, 2016. Please keep in mind that some may represent businesses that let their local business tax receipt (occupational license) expire and subsequently applied for a new local business tax receipt.

STRATEGIC PLAN CONNECTION:

None.

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:
None, this is an information agenda item.

LIC #	BUSINESS NAME BUSINESS ADDRESS	ISSUED	TYPE	CLASSIFICATION	BUS PHONE #
16-00007344	BREVARD RESTORATION LLC 3018 DUNHILL DR COCOA FL 32926	1/28/16	NEW	Specialty Trade Contractors	321-613-8547
16-00007349	EG DOORS AND WINDOWS INC. 234 ROSA L JONES DR COCOA FL 32922	2/03/16	NEW	Specialty Trade Contractors	321-301-4715
16-00007343	HEAR AGAIN LLC 4200 HIGHWAY 524 #103 COCOA FL 32926	1/27/16	NEW	Merchant Wholesalers, Durable Goods	321-504-4327
16-00007346	JERRY'S LAWN & PROPERTY SERVIC 1950 OTTERBEIN AVE UNIT 702 COCOA FL 32926-4441	2/01/16	NEW	Administrative and Support Services	315-427-6454
16-00007347	LTS BREVARD, LLC 956 N COCOA BLVD SUITE 1115 COCOA FL 32922	2/04/16	NEW	Professional, Scientific, and Tech S	321-338-2503
16-00007348	MASTER COLLISION REPAIR, INC. 802 S COCOA BLVD COCOA FL 32922	2/02/16	NEW	Administrative and Support Services	321-433-3708
16-00007339	PHOTO LOUNGE 30 226 KING ST COCOA FL 32922	1/19/16	NEW	Professional, Scientific, and Tech S	321-848-4190
16-00007337	SIDEPOCKET BILLIARDS 1605 DIXON BLVD COCOA FL 32926	1/15/16	NEW	Amusement, Gambling, and Recreation	321-543-1520
16-00007345	SPACE COAST VEGAN LLC 630 BREVARD AVE COCOA FL 32922	1/28/16	NEW	Food Services and Drinking Places	321-960-4963