City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, January 24, 2017

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 17-33 Approve the Agenda for the Regular meeting of January 24, 2017, as presented or with amendments.

Attachments: 01-24-17.pdf

MINUTES:

II.2(a) 17-34 Approve the Minutes of the Special meeting of December 6, 2016, as written or with amendments.

Attachments: Special Meeting Minutes.pdf

EXHIBIT A-Petition for Speed Humps 002.pdf

III. AWARDS AND PRESENTATIONS:

III.1 17-35 Recognition of Deputy Mayor Don Boisvert for his completion of the 2016 Advanced Institute for Elected Municipal Officials (AIEMO). (Administrative Services Director)

Attachments: Certificate of Completion.pdf

01_03_17 Letter from Florida League of Cities to City Clerk.pdf

01_03_17 Letter to DM Boisvert from Florida League of Cities.pdf

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 16-571 To Approve Task Order 2017-82 with CH2M Hill Engineers, Inc. for Computer Maintenance Management System (CMMS) Selection and Data Development for Implementation. (Utilities Director)

Attachments:
- TO-UT-CH2M Hill 2017-82 (12-27-16) $395148
- T.O. 2017-82 CMMS Proposal -010517

V.2 17-13 Approve a Resolution Amending the FY2017 Budget using Water/Sewer Reserves to Cover the Continuation of Work for Capital Projects that were under budgeted or not budgeted in FY2017. (Utilities Director)

Attachments:
- PO #67528 2016.pdf
- PO #67529 2016.pdf
- Fully Executed Task Order #33.pdf
- Fully Executed Task Order #35.pdf
- Council Journal V.5.pdf
- Council Journal V.6.pdf
- Attachment 1.xlsx
- Resolution No. 2017-09.docx
- BAF-UT-Task Orders 33 and 35 (1-24-17)~ Agenda 17-013.pdf

V.3 17-16 To Approve Task Order No. 45 with CDM Smith, Inc., Maitland, Florida, for the Jerry Sellers Water Reclamation Facility Flow Improvement Project Bidding & Construction Services, Project No. WS16SF. (Utilities Director)

Attachments:
- TO-SE-CDM (2017-45) 11.14.16 $90K.pdf
- Scope of Services.pdf
- Fee Schedule T-O 45.pdf

V.4 17-19 Approve Task Order No. 46 with CDM Smith, Inc., Maitland, Florida, for the Jerry Sellers Water Reclamation Facility Electronic Operation and Maintenance (O&M) Manual, Project No. WS17CM; Approve a Resolution adjusting the FY2017 Budget. (Utilities Director)

Attachments:
- TO-SE-CDM (2017-46) 12.22.2016 -- $104500.pdf
- Scope of Services.pdf
- Fee schedule T-O #46.pdf
- Resolution No. 2017-10.docx
- BAF-UT_Task Order #46(1-24-17)~ Agenda 17-019.pdf

V.5 17-29 Award Bid #B-17-05-COC, Harry T. Moore Center Renovation, to C& D Construction with a not to exceed amount of $325,256, in order to meet the budgetary guidelines set forth by the Historic Preservation Grant awarded for this project. (Public Works Director)

Attachments:
- SC625 Harry T Moore Grant Agreement.pdf
- B-17-05-COC Final MEMO.pdf
- B-17-05-COC Tabulation Sheet.pdf
- Section 500 agreement.doc
- C&D Construction COI.pdf

V.6 17-36 Approval to participate in a cooperative purchase agreement for the purchase of vehicles and the associated equipment, utilizing the Florida Sheriffs Association and Florida Association of Counties vehicle / equipment purchasing contract number FSA16-VEL24.0 for Police Rated, Administrative, Utility Vehicles, Trucks & Vans and contract #FSA16-VEH14.0 for Cab & Chassis & Other Fleet Equipment; effective dates: October 1, 2016 - September 30, 2017; and the City of Tallahassee Florida Purchase contract 2518 / Coggin Ford formerly known as Mike Davidson Ford; effective dates November 1, 2011-November 1, 2016 extended through January 31, 2017, and the State of Florida Motor Vehicle contract #25100000-16-1; effective dates: November 17, 2015-November 16, 2017. (Public Works Director)

Attachments:
- coggin letter.pdf
- TALLAHASSEE CONTRACT 2518.pdf
- Tallahassee CONTRACT EXTENSION.pdf
- STATE CONTRACT 2 Amendment 1.pdf
- STATE CONTRACT 1 Amendment 1.pdf
- DORA-FORD QT.pdf
- FSA C&C-EGU.pdf
- FSA VEH CONTRACT (2).pdf
- State of FL_DMS25100000-16-1.pdf

V.7 17-37 Approve the FY 2016-2017 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $120,281.59. (Community Services Director)

Attachments:
- FY16-17 HOME Disbursement Agreement.pdf

V.8 17-40 Authorize the City Manager to execute the 2017 Historic Cocoa Village BBQ & Blues Special Event Agreement with the Historic Cocoa Village Association (HCVA). (Community Services Director)

Attachments:
- 2017 Draft BBQ_Blues_Agreement 12-7-16.pdf

VI. PUBLIC HEARINGS:

VI.1 17-43 Ordinance No. 18-2016/ 2nd and Final Reading: Establishing a temporary moratorium within the jurisdictional limits of the City of Cocoa, prohibiting any and all medical cannabis activities during the moratorium period. (Community Services Director)

Attachments: Ordinance No. 18-2016.pdf

VI.2 17-45 Ordinance No. 01-2017/1st Reading: Amending Chapter 5 - Animals and Fowl, to include a new Section 5-35 Backyard Chicken Pilot Program. (Community Services Director)

Attachments: Ordinance No. 01-2017.pdf

ProposedLocationsOrdNo01-2017.pdf

VI.3 17-47 Ordinance 02-2017/1st Reading: Amending Appendix A, Zoning, Article XIII, Supplementary District Regulations, Section 28, Regulating Businesses Providing For The Sale Or Rental Of New And/Or Used Vehicles. (Community Services Director)

Attachments: Ordinance No. 02-2017.pdf

VI.4 17-49 Ordinance 04-2017/ 2nd & Final Reading: Repealing Chapter 8, Article V, Enterprise Zone Development Agency; and relieve its members from service on said Agency. (Community Services Director)

Attachments: Ordinance No. 04-2017.pdf

Brownfields Advisory Board Members.pdf

VII. COUNCIL BUSINESS:

VII.1 17-44 Request by property owner Mary P. Lorkovic to remove a tree located in the public right of way adjacent to1802 Baylor Ct. (Community Services Director)

Attachments: SUBJECT TREE PICS.pdf

VIII. CITY BUSINESS:

VIII.1 17-41 Approve a Resolution amending the FY2017 Budget to record transactions relating to the issuance of the $8,000,000 Fire Protection Assessment Revenue Bonds, Series 2016; Approve the use of General Fund Reserves (Assigned Fund Balance); Approve the use of Capital Projects Fund Contingency. (Finance Director)

Attachments: Resolution No. 2017-11
BAF-FN-Record Fire Assess Bond (01-24-2017)~-FY17_1_17-41.pdf
BAF-FN-TRF funds to 301--62-00 for Fire Stations (01-24-2017)-FY17_4_17-41
BAF-FN-Amend Fund 301 from Fund 001 for Fire Stations (01-24-2017)~-FY17
BAF-FN-Amend Fund 301 from Fund 001 for Fire Stations (01-24-2017)~-FY17
Accounting Transactions Series 2016 FA Bond.pdf

VIII.2 17-46 To provide approval for the City to apply for the Victims of Crime Act (VOCA) Grant in the amount of $101,190, and to commit $25,298 towards the match requirement in the application in order to provide victim advocate services to crime victims. The total amount equals $126,488. (Chief of Police)

Attachments: PA-PD-Possible New VOCA employee (52) (2-6-17)
VOCA Coordinator Pay Analysis
VOCA FY 18 Grant Application.pdf

VIII.3 17-50 Approval for Staff to apply for the U.S Department of Justice's Office of Violence Against Women Grant. Awards range from $100,000 to $450,000, and will be available for Fiscal Years 2018, 2019, and 2020. (Chief of Police)

Attachments: OVW Grant Application FY2018
OWV DV Grant

MULTI-YEAR CONTRACTS:

IX. INFORMATIONAL AGENDA:

IX.1 17-27 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 12/31/2016. (Finance Director)

Attachments: PO Monthy Report to City Council 10.01.16 thru 12.31.16.pdf

IX.2 17-28 Cocoa Police Department District Event Statistics for the month of October, 2016. (Chief of Police)

Attachments: October 2016 Council Report by District

IX.3 17-30 FY 2017 Budget Adjustment Report. (Finance Director)

Attachments: FY 2017 December EXPENSE Budget Tracking Worksheet.pdf
FY 2017 December REVENUE Budget Tracking Worksheet.pdf

IX.4 17-31 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget by Classification Report December 2016.pdf

IX.5 17-32 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: December Contingency Report.pdf

IX.6 17-39 Review of the Employee Health Center utilization report provided by CareATC for December 2016 and update on Health Center municipality partnership. (Administrative Services Director)

Indexes: benefits; Health Center; medical

Attachments: Copy of Cocoa December 2016 Dashboard

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.

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Legislation Details (With Text)

File #:	17-33	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	1/10/2017			**In control:**	City Council
On agenda:	1/24/2017			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of January 24, 2017, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01-24-17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 10, 2017
Agenda Date: January 24, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of January 24, 2017, 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 January 24, 2017, as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: January 24, 2017	**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 January 24, 2017 (17-33)
2. Minutes: (a) Special Meeting of December 6, 2016 (17-34)

III. AWARDS AND PRESENTATIONS:

1. Recognition of Deputy Mayor Don Boisvert for his completion of the 2016 Advanced Institute for Elected Municipal Officials (AIEMO). (17-35). (Administrative Services Director)

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 Task Order 2017-82 with CH2M Hill Engineers, Inc. for Computer Maintenance Management System (CMMS) Selection and Data Development for Implementation. (16-571). (Utilities Director)

2. Approve a Resolution Amending the FY2017 Budget using Water/Sewer Reserves to Cover the Continuation of Work for Capital Projects that were under budgeted or not budgeted in FY2017. (17-13). (Utilities Director)

3. Approve Task Order No. 45 with CDM Smith, Inc., Maitland, Florida, for the Jerry Sellers Water Reclamation Facility Flow Improvement Project Bidding & Construction Services, Project No. WS16SF. (17-16). (Utilities Director)

4. Approve Task Order No. 46 with CDM Smith, Inc., Maitland, Florida, for the Jerry Sellers Water Reclamation Facility Electronic Operation and Maintenance (O&M) Manual, Project No. WS17CM; and Approve a Resolution adjusting the FY2017 budget. (17-19). (Utilities Director)

5. Award Bid # B-17-05-COC, Harry T. Moore Center Renovation, to C & D Construction with a not to exceed amount of $325,256, in order to meet the budgetary guidelines set forth by the Historic Preservation Grant awarded for this project. (17-29). (Public Works Director)

6. Approval to participate in a cooperative purchase agreement for the purchase of vehicles and the associated equipment, utilizing the Florida Sheriffs Association and Florida Association of Counties vehicle / equipment purchasing contract # FSA16-VEL24.0 for Police Rated, Administrative, Utility Vehicles, Trucks & Vans and contract #FSA16-VEH14.0 for Cab & Chassis & Other Fleet Equipment; effective dates October 1, 2016 - September 30, 2017; and the City of Tallahassee, Florida Purchase contract 2518 / Coggin Ford, formerly known as Mike Davidson Ford; effective dates November 1, 2011-November 1, 2016 extended through January 31, 2017, and the State of Florida Motor Vehicle contract #25100000-16-1; effective dates November 17, 2015 thru November 16, 2017. (17-36). (Public Works Director)

7. Approve the FY 2016-2017 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $120,281.59. (17-37). (Community Services Director)

8. Authorize the City Manager to execute the 2017 Historic Cocoa Village BBQ & Blues Special Event Agreement with the Historic Cocoa Village Association (HCVA). (17-40). (Community Services Director)

VI. PUBLIC HEARINGS:

1. Ordinance No. 18-2016/2nd & Final Reading: Establishing a Temporary Moratorium within the jurisdictional limits of the City of Cocoa, prohibiting any and all medical cannabis activities during the moratorium period. (17-43). (Community Services Director)

2. Ordinance 01-2017/1st Reading: Amending Chapter 5 - Animals and Fowl, to include a new Section 5-35 Backyard Chicken Pilot Program. (17-45). (Community Services Director)

3. Ordinance 02-2017/1st Reading: Amending Appendix A, Zoning, Article XIII, Supplementary District Regulations, Section 28, Regulating Businesses Providing For The Sale Or Rental Of New and/or Used Vehicles. (17-47). (Community Services Director)

4. Ordinance No. 04-2017/2nd & Final Reading: Repealing Chapter 8, Article V, Enterprise Zone Development Agency; and relieve its members from service on said Agency. (17-49). (Community Services Director)

VII. COUNCIL BUSINESS:

1. Consideration of a request by property owner Mary P. Lorkovic to remove a tree located in the public right of way adjacent to1802 Baylor Ct. (17-44). (Community Services Director)

VIII. CITY BUSINESS:

1. Approve a Resolution amending the FY2017 Budget to record transactions relating to the issuance of the $8,000,000 Fire Protection Assessment Revenue Bonds, Series 2016; Approve the use of General Fund Reserves (Assigned Fund Balance); Approve the use of Capital Projects Fund Contingency. (17-41). (Finance Manager)

2. Approval for the City to apply for the Victims of Crime Act (VOCA) Grant in the amount of $101,190, and to commit $25,298 towards the match requirement in the application in order to provide victim advocate services to crime victims. The total amount equals $126,488. (17-46). (Chief of Police)

3. Approval for Staff to apply for the U.S. Department of Justice's Office of Violence Against Women Grant. Awards range from $100,000 to $450,000, and will be available for Fiscal Years 2018, 2019, and 2020. (17-50). (Chief of Police)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for the period of 10/01/16-12/31/16. (17-27). (Finance Director)

2. Cocoa Police Department District Event Statistics for the month of October, 2016. (17-28). (Chief of Police)

3. FY 2017 Budget Adjustment Report. (17-30). (Finance Director)

4. Relation between the estimated and actual income and expenses to date. (17-31). (Finance Director)

5. 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. (17-32). (Finance Director)

6. Review of the Employee Health Center utilization report provided by CareATC for December 2016 and update on Health Center municipality partnership. (17-39). (Administrative Services Director)

X. REPORTS:

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

IX. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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Legislation Details (With Text)

File #:	17-34	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	1/10/2017			**In control:**	City Council
On agenda:	1/24/2017			**Final action:**	
Title:	Approve the Minutes of the Special meeting of December 6, 2016, as written or with amendments.				
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Attachments:	Special Meeting Minutes.pdf EXHIBIT A-Petition for Speed Humps 002.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 10, 2017
Agenda Date: January 24, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Special meeting of December 6, 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 of the Special meeting of December 6, 2016, as written or with amendments

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MINUTES

CITY OF COCOA
SPECIAL MEETING OF THE CITY COUNCIL

December 6, 2016

A Special meeting of the Cocoa City Council was held on Tuesday, December 6, 2016, in City Council Chambers, in Cocoa City Hall, located at 65 Stone Street, Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:06 p.m.

Chief Gene Prince provided the invocation and Deputy Mayor Boisvert led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The Assistant City Clerk took the roll.

PRESENT:	Henry U. Parrish III	Mayor
	Don Boisvert	Deputy Mayor
	Jeri Blanco	Councilwoman
	Brenda Warner	Councilwoman
	Anthony Garganese	City Attorney
	John A. Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Angela Ferguson	Assistant City Clerk

OTHER STAFF MEMBERS PRESENT:

Gene Prince, Fire Chief; Teri Butler, Finance Director; Ed Wegerif, Public Works Director; and Tre Folston, Helpdesk Support Tech.

II. APPROVAL OF AGENDA:

1. Agenda: Special Meeting of December 6, 2016

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the Agenda for the Special meeting of December 6, 2016 as presented.**

AYES: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

Delegations were heard after Council Business.

V. CONSENT AGENDA:

None.

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Approve Resolution No. 2016-XXX Supplementing Resolution No. 2016-119 to amend certain financial parameters. (16-547). (Finance Director)

Ms. Butler introduced the item. She advised that this Resolution amends Resolution 2016-119 section 7C to allow for true interest costs (TIC) not to exceed more than five (5) percent as opposed to four (4) percent indicated in the prior resolution. Changes in the market have occurred necessitating the increase to five (5) percent.

City Manager Titkanich advised that on the 20th the City was doing a pre-pricing for the fire assessment revenue bonds and based on the underwriter's opinion at time it was projected with the changing market condition at 4.6%, which would exceed the authority to authorize the issuance and complete the transaction. He indicated there were still some uncertainties in the market.

Historically speaking, the rates were still low but the City had two options. The bonds could be sold in January but with the uncertainty there were risks with the

delay which could make it worse or better. After discussion, the question was would it be worth it to wait and sell in January and risk the rates being higher.

He would like the City to make a decision today as books close. As of right now, the TIC is 4.129%. They will reevaluate the conditions tomorrow with advisors and under writers, and by 12 p.m. will know how many bond purchasers will be bidding.

City Manager Titkanich stated that staff was seeking a decision to move forward so it does not create added risk with a higher TIC in the volatile market. He recommended that Council approve and authorize the resolution to authorize the City to go to market at rate not to exceed 5% true interest cost.

* **MOTION by Councilwoman Warner; Seconded by Councilwoman Blanco, to approve the Resolution No. 2016-128 to supplement Resolution No. 2016-119 to amend certain financial parameters.**

AYES: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. 2017 Legislative Priorities. (City Manager)

City Manager Titkanich stated the City had reviewed past priorities and compiled a list for this year's potential requests for the City's legislative priorities.

A discussion with the Mr. Sansom revealed that the House rules have changed regarding supplemental appropriations which is what the City had for the EOC and the parking facility. There is a new speaker who was not in favor and the City may want to find a new member to support the bills to put through the legislature. He further noted that there was an estimated one billion dollar shortfall in state revenues per EDR. Mr. Sansom recommended that the City pull back on the requests for the Dr. Joe Lee Smith Center project and the parking facility due to the arduous process and the new speaker who does not favor the supplemental appropriations.

He mentioned that the City can apply for the voluntary grant tax credit regarding the Brownfields Site Rehabilitation once the BSRAs are approved. He stressed that there is a back log on the applications and the City could see two and a half years pass before receiving any credits. He further noted that he hoped to see the legislature eliminate the backlog and increase the appropriation amounts. The project was moving along well.

Secondly, he proposed to secure continued funding for the Endeavor Elementary Community School.

The Indian River Lagoon priority was to seek coordination and support, and to restoration efforts through the state and other agencies.

Mayor Parrish felt that Cocoa, Rockledge, and Merritt Island have a lot of damage to the Lagoon and were sometimes forgotten about. He wanted to make sure that Mr. Sansom fights for Cocoa regarding dredging.

City Manager Titkanich also indicated that there was legislature out there regarding Community Redevelopment Agencies (CRA) ability to limit or reduce the powers of the CRAs. He shared that a report that was published out of Miami that sheds a negative light on CRAs, but felt that the City was doing well with theirs. He wished to oppose the legislation to limit and reduce the powers of the CRAs.

Additionally, there was legislation presented to restrict home rule for cities to establish and impose impact fees to address the needs of growth. It had made it through the house but did not pass the senate. However, he believed it would be back. A letter could be drafted identifying the City's support and assistance.

City Manager Titkanich reiterated that of the seven items that were identified those were the five that he would like to be considered.

Councilwoman Warner was in agreement with the five of the seven priorities outlined. She expressed that the RDA limitations were a big issue and knows there was a lot of oppression on regulating impact fees. She agreed that it would come back up again. She indicated that cities need the ability to control and not let the state to do it. Additionally, there was negative information out about CRAs but does not believe there has to be a blanket legislation for a few bad few. She wanted to push the opposition against the limitations.

Mayor Parrish, Deputy Mayor Boisvert, and Councilwoman Blanco also expressed their support for the five priorities.

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to approve the five of the seven legislative priorities for the 2017 Legislative Session, omitting the Joe Lee Smith Center and the Parking Facility.**

AYES: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

Mary Ann Barnosky, 901 Avon Place, supplied a petition[1] supported and signed by neighbors on Prospect Avenue by those concerned about speeding on Prospect Avenue from Highland Street North to Bristol. She voiced concern about the safety of the children who play there, as well as the mailboxes and basketball goals getting damaged. She was requesting attention to this matter and would like speed humps installed. She read her petition to Council.

City Manager Titkanich advised he would give the petition to the Public Works Director and talk with the Police Chief to see what measures could possibly rectify the situation. He explained that speed humps slow down public safety response times and because every second counts, they were not always the answer. The criteria can be evaluated by the Public Works Department.

Councilwoman Warner added that the same people were doing the same thing on Fiske Boulevard. She felt that the speed humps on Mitchell do not really slow people down.

Ed Lanni, 939 N Indian River Drive, wished Council and all City Staff a Merry Christmas.

VII. CITY BUSINESS:

None.

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

None.

X. REPORTS:

Assistant City Manager Fuhrer shared that Mr. Wegerif and himself attended a FDOT-5 year work meeting for public comment. Public comments can be posted on the FDOT website and a video is available summarizing the project.

[1] Exhibit A: Petition for Speed Humps

City Manager Titkanich shared that he and Assistant City Manager Fuhrer completed the half marathon in Cocoa Village and in the process raised about $630 for the United Way campaign.

Councilwoman Warner thanked Ms. Senger for the paint night last Friday in the Village, noting that it was worth coming out to raise money for United Way. A great time was had and thanked everyone for participating.

Councilwoman Blanco announced the upcoming Cocoa High School Championship game on Thursday and Deputy Mayor Boisvert indicated it would be televised on either Channel 50 or 51. Mayor Parrish, City Manager Titkanich, Assistant City Manager Fuhrer, and Chief Prince indicated they would be in attendance.

Deputy Mayor Boisvert participated in the reverse toy drive and said Cocoa was the biggest contributor on the whole route. Rockledge did a good job as well.

City Manager Titkanich thanked the Fire Department and IAFF #2416 for providing more than 100 families with food for the Thanksgiving holiday.

XI. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to adjourn the Special meeting of December 6, 2016.**

AYES: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 6:37 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk
(Transcribed by Angela Ferguson, Assistant City Clerk)

This petition is provided by concerned citizens requesting attention to the speeding problem in the neighborhood of Prospect Avenue, north of Highand and connected to Avon in Cocoa, Florida. In this neighborhood are many children who walk, ride bikes, walk dogs, or shoot baskets in the street, where speeding drivers are a constant threat. Many times our mailboxes, off the road basketball poles and even our yards, have been damaged or destroyed by drivers who lose control skidding around corners in high speed chases.

When officers patrol this area, those drivers are absent until the police cars are no longer visible, then continue at their breakneck speeds. We are concerned for the safety of our families and property. Through our daily traffic watches, we believe speed bumps would be very effective in discouraging speeding on our street, and are requesting the attention of the City to this matter. The undersigned reside in this neighborhood and are in agreement of this need.

Name Mary Ann Barnosky / mary Ann Barnosky Date 11/15/16
Address 901 Avon Place, Cocoa, FL 32922 (corner of Prospect Ave)
Phone (321) 635-9916 Own or rent? own

Name ~~Tracy Rowe~~ / Paul K Rowe Jr Date 11/15/16
Address 705 Prospect Ave Cocoa FL 32922
Phone (321) 271-0037 Own or rent? own

Name Regina & Westly Hooks Date 11/15
Address 713 PROSPECT AVE
Phone 321-987-3771 Own or rent? OWN

Name Alicia Wade Date 11/15
Address 716 Prospect Ave
Phone 321-213-4435 Own or rent? own

Name Bryan Wheatley Date 11/13/16
Address 802 Prospect Ave Cocoa FL 32922
Phone 321 704 1072 Own or rent? own

Name S. Tomlinson Date 11-15-16
Address 709 prospect Ave Cocoa FL 32922
Phone 321-241-5385 Own or rent? ~~R~~ own

Name TIM Brothers Date 11/15/16
Address 708 Prospect Ave
Phone 321-458-8157 Own or rent? own

Name John & Janie Key Date 11/15/16
Address 703 Prospect Ave.
Phone 321-961-2877 Own or rent? Rent

Name MARY TAYLOR Date Nov 15 2016
Address 706 Prospect Ave
Phone 321 458-5971 Own or rent? Rent

Name Jennifer Jaime Date 15 Nov 16
Address 704 Prospect Ave, Cocoa, FL 32922
Phone 321.890.3599 Own or rent? Own

Name S Cody Date 11/15/16
Address 702 Prospect Ave
Phone 321 6320704 Own or rent? own

Name Craig & Melinda Marquardt Date 11/15/16
Address 604 Prospect Ave. Cocoa FL
Phone 639-8897 Own or rent?

Name Henry O. Reyes Date 11-15-16
Address 902 W. Highland dr. Cocoa Fl. 32922 (corner of Prospect Ave)
Phone 321-208-5490 Own or rent?

Name Wisky Talabert Date 11/15/16
Address 701 Prospect Ave. Cocoa Fl. 32922
Phone 321) 302-9291 Own or rent?

Name Shirley Roach Date 11-16-16
Address 711 Prospect AVE
Phone 321-639-1962 Own or rent? Own

Name Christine Windham Date 11/16/16
Address 812 W. Highland Drive (corner of Prospect Ave).
Phone 321-557-4595 Own or rent? Own

Name Jon Windham Date 11-16-2016

Address 812 west HighLAND (corner of Prospect Ave)

Phone 321-5144932 Own or rent? OWN

Name No one lives here Date

Address 714 Prospect

Phone Own or rent?

+

Name 712 Prospect Date

Address

Phone Own or rent?

Name Date

Address

Phone Own or rent?

Name Date

Address

Phone Own or rent?

Name Date

Address

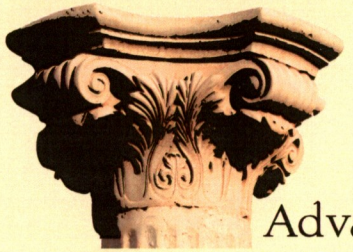
Phone Own or rent?

Legislation Details (With Text)

File #:	17-35	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	1/10/2017			**In control:**	City Council
On agenda:	1/24/2017			**Final action:**	
Title:	Recognition of Deputy Mayor Don Boisvert for his completion of the 2016 Advanced Institute for Elected Municipal Officials (AIEMO). (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Certificate of Completion.pdf 01_03_17 Letter from Florida League of Cities to City Clerk.pdf 01_03_17 Letter to DM Boisvert from Florida League of Cities.pdf				

Date	Ver.	Action By	Action	Result

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Advanced Institute
for Elected Municipal Officials

Certificate of Completion

October 28-29, 2016 • Cocoa Beach, Florida

Awarded to

Donald R. Boisvert

City of Cocoa

Sponsored by

Executive Director
Florida League of Cities

Executive Director
Florida Institute of Government

125 East Colonial Drive • P.O. Box 530065 • Orlando, FL 32853-0065 • (407) 425-9142 • Fax (407) 425-9378 • www.floridaleagueofcities.com

January 3, 2017

Carie Shealy
Clerk, City of Cocoa
65 Stone Street
Cocoa, FL 32922

Dear Clerk Carie Shealy:

Enclosed is one or more Certificate(s) of Completion to be awarded to the elected officials of the City of Cocoa for a completion of the 2016 Advanced Institute for Elected Municipal Officials (AIEMO) held October 28-29, 2016 in Cocoa Beach, Florida.

We ask that the certificate(s) be presented as an agenda item for your next council meeting and be formally recorded in the minutes. We believe the importance of completing the Advanced Institute for Elected Municipal Officials training should be known to key officials and your community.

Thank you so much for your cooperation on this. If you have any questions, please don't hesitate to call me at (850) 701-3619.

Sincerely,

Shwanda T. Barnette, J.D.
FLC University
Florida League of Cities

Enclosure

President **Susan Haynie,** Mayor, Boca Raton
First Vice President **Gil Ziffer,** Commissioner, Tallahassee • Second Vice President **Leo E. Longworth,** Commissioner, Bartow
Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

FLORIDA LEAGUE OF CITIES, INC.

125 East Colonial Drive • P.O. Box 530065 • Orlando, FL 32853-0065 • (407) 425-9142 • Fax (407) 425-9378 • www.floridaleagueofcities.com

January 3, 2017

Deputy Mayor Donald Boisvert
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Dear Deputy Mayor Donald Boisvert:

On behalf of the John Scott Dailey Florida Institute of Government and the Florida League of Cities, I am pleased to award this certificate to you for the completion of eighteen hours of instruction at the Advanced Institute for Elected Municipal Officials in Cocoa Beach, Florida on October 28-29, 2016.

It is our sincere hope that you found the program and challenging and worthwhile. We encourage you take advantage of other training opportunities through FLC University and the Institute of Government.

We strongly believe that your attendance at the Advance Institute is indicative of your continued commitment to improving the quality of municipal government in Florida. If we may be of assistance in the future, please do not hesitate to call upon us.

We hope to see you at future FLC and IOG events, very soon!

Sincerely,

Lynn S. Tipton

Lynn S. Tipton
Director, FLC University
Florida League of Cities

Enclosure

President **Susan Haynie,** Mayor, Boca Raton
First Vice President **Gil Ziffer,** Commissioner, Tallahassee • Second Vice President **Leo E. Longworth,** Commissioner, Bartow
Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

Legislation Details (With Text)

File #:	16-571	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	12/14/2016			**In control:**	City Council
On agenda:	1/24/2017			**Final action:**	
Title:	To Approve Task Order 2017-82 with CH2M Hill Engineers, Inc. for Computer Maintenance Management System (CMMS) Selection and Data Development for Implementation. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-UT-CH2M Hill 2017-82 (12-27-16) $395148 T.O. 2017-82 CMMS Proposal -010517				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 14, 2016
Agenda Date: January 24, 2017
Prepared By: David Fisher, Dyal Water Treatment Plant Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2017-82 with CH2M Hill Engineers, Inc. for Computer Maintenance Management System (CMMS) Selection and Data Development for Implementation

BACKGROUND:

As part of the SCADA Master Plan, a Computer Maintenance Management System (CMMS) was identified as a priority. Task Order 2017-82 provides assistance to the City to perform selection of a CMMS that would be appropriate for the City of Cocoa Water Production Facilities and development of the data required for a CMMS implementation such as the asset registry and hierarchy and development of the maintenance practices.

The selection and implementation will be provided in phases as listed below:

Phase 1 - CMMs Evaluation and Requirements Definition (done in a previous task order)

Phase 2 - CMMS Selection and Data Development for Implementation (this task order):

- Vendor Questionnaire
- Request for Proposal
- Vendor/Software demonstrations per CH2M developed script
- CMMS Selection
- Data development for CMMS Implementation

Phase 3 - CMMS Implementation (future task order):
- CMMS Implementation

Under this task order CH2M will conduct the vendor selection for the software products which were identified in Phase 1 to meet the major CMMS needs. Task 1 will involve selection the CMMS and Task 2 will involve developing foundational data required for the CMMS Implementation. Once a CMMS product is selected in Phase 2, Phase 3 CMMS Implementation will occur in a future task order.

Staff recommends approval of this task order with CH2M for Computer Maintenance Management System (CMMS) Selection and Data Development for Implementation.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$395,148
Account Number	421-4055-536.63-00, WS1117
Account Name	Infrastructure
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

Related to the Project WS1117, the City has invested approximately $9.6 million dollars in multiple capital improvement projects to date. The following is a listing of the previously approved tasks completed or still in construction at this time under Project WS1117:

- SCADA Master Plan
- Interplant Network Connection Improvements
- Control Room Design
- Control Room Construction
- Surface Water Automation
- Ground Water Automation
- Surface Water I/O Support
- GW and SW Automated Reporting
- SCADA Hardware Upgrade Design
- SCADA Hardware Upgrade Implementation

RECOMMENDED MOTION:

To Approve Task Order 2017-82 with CH2M Hill Engineers, Inc. for Computer Maintenance Management System (CMMS) Selection and Data Development for Implementation.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4926164&GUID=F5DF2DB7-B3A3-46EB-8D9E-4163443E0A94* is a secure document that has been embedded in this document. Double click the pushpin to view.



City of Cocoa
Task Order 2017-82
CMMS Selection and Data Development for Implementation

Services proposed by CH2M Hill Engineers Inc. (CH2M) in this Task Order will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008.

Background

As part of the SCADA Master Plan, a Computer Maintenance Management System (CMMS) was identified as a priority. This task order provides assistance to the city to perform selection of a CMMS that would be appropriate for the City of Cocoa Water Production Facilities and development of the data required for a CMMS Implementation such as the asset registry and hierarchy and development of the maintenance practices.

The CMMS selection and implementation will be provided in a phased approach with the phases identified below:

Phase 1 CMMS Evaluation and Requirements Definition (previous task order)

- Best Practices and Needs Assessment
- Requirements Definition

Phase 2 CMMS Selection and Data Development for Implementation (this task order)

- Vendor Questionnaire
- Request for Proposal
- Vendor/Software demonstrations per CH2M developed script
- CMMS Selection
- Data development for CMMS Implementation

Phase 3 CMMS Implementation (future task order)

- CMMS Implementation

CH2M has assisted the City in developing business and operational requirements for the CMMS in Phase 1. Under this task order CH2M will conduct the vendor selection for the software products which were identified in Phase 1 to meet the major CMMS needs. Task 1 will involve selecting the CMMS and Task 2 will involve developing foundational data required for the CMMS Implementation. The scope of the CMMS system is limited to the Cocoa Water Utility system.

Once a CMMS product is selected in Phase 2, Phase 3 CMMS Implementation will occur in a future task order. Regardless of the product selected, data such as the asset registry and hierarchy and development of the asset criticality and maintenance practices should occur concurrently with the CMMS Selection under Task 2.

Task 1 and 2 will involve performing facilitated CMMS workshops with managers and key potential users, follow-up analysis, and discussions.

Task 1: CMMS Selection

CH2M will meet with Cocoa staff in a series of workshops and interact with the Vendors to select a best-fit CMMS product for the Dyal WTP. Based on the needs assessment and requirements definition process, Phase 1 recommended CMMS products for further consideration, in alphabetical order, include the following:

- eRPortal
- FacilityDude
- HiperPM
- Lucity
- Maintenance Connection

CMMS Vendors Questionnaire - CH2M will develop a functional requirements questionnaire – tailored to the specific functional requirements of the City. Once approved by the City, it will be submitted to a shortlist of 5 vendors listed above that addresses functional areas, including: software capabilities, required IT/IS operating environments, data management and storage options, corporate history and support, and general costs. The questionnaire will be reviewed by the City and issued by CH2M. The results of the vendor responses will be scored on its ability to meet the City's functional requirements will be documented in the task technical memorandum. The purpose of this questionnaire will be to help establish, by written response, the capabilities and compatibilities of the five CMMS products to the Dyal WTP functional needs.

CMMS Request for Proposal (RFP) Development/Cost Inquiry Process - CH2M will assist the City staff with the CMMS procurement process by developing the technical section and requirements to be included by the city procurement department into a city developed RFP distributed by the city to vendors or issue inquiry for product cost which will be documented in the task technical memorandum. CH2M will also assist the City in responding to one set of vendor Requests for Information (RFIs) during the procurement/cost inquiry process.

Vendor Demonstrations - CH2M will provide support to the vendor/software demonstrations. This support will include arranging and facilitating live Meeting-based or onsite demonstrations of up to three selected CMMS packages. CH2M will work with the City to select a short list of software vendors for the demonstrations, based on our knowledge and experience in implementing CMMS. Vendors would demonstrate their product(s) in a presentation format highlighting their products capability to meet the City's requirements. CH2M would develop a script for all vendors to follow and provide evaluation criteria to the City for the demonstrations. Attendees should include City representatives from the following departments: Management, Operations, Maintenance, SCADA, Engineering, and IT. These will be scheduled on up to two consecutive days.

Technical Memorandum – CH2M will develop a TM to document the CMMS Selection process. The TM will include a prioritized list of products for consideration by the Cocoa that analyze factors including the ability to meet mandatory and desired functional requirements, procurement cost, annual maintenance costs, and implementation requirements. The TM will be published electronically to the City for review.

CMMS Selection TM Review - A final workshop will be held via teleconference to review the TM and obtain consensus on the CMMS selection. The TM will be updated to reflect the City comments and published as final.

Task 2: Data Development for CMMS Implementation

CH2M will meet with Cocoa staff in a series of workshops to document current maintenance management practices, provide insight to industry best practices, and develop foundational CMMS data.

Data Confirmation and Site Visit - CH2M obtained an overview of information related to the Dyal WTP and related maintenance practices in conjunction with our workshops at the City conducted during Phase 1 and previous work. The workshop will introduce the asset concept. The asset concept discussion will include asset definition, asset hierarchy, and asset attributes. This subtask is intended to verify the existing data and support identification of data gaps and discussing the system issues and maintenance requirements with maintenance and operations staff. CH2M will need an escort for accessibility and health and safety reasons; however involvement in this task by City staff should be minimal. Two days onsite is anticipated for this task.

Build Plant Asset Registry at Location / Major Subsystem Level - This task will begin developing a process to make sure asset data is available that is complete, useable, and up-to-date. CH2M will develop a framework for asset hierarchy, review completeness of the available asset inventory at the location / major subsystem level, and determine how data will be stored and aligned in the future Computer Maintenance Management System (CMMS).

This task will use existing data (plant drawings, piping and instrumentation diagrams [P&IDs], process flow diagrams, Fixed Asset Registry, equipment manuals and records, SCADA, etc.) to develop the asset hierarchy framework. After the asset hierarchy is established, the asset registry can begin to be built. This will consist of an onsite data collection of the Dyal WTP assets over a four day consecutive period.

Criticality Analysis Workshops: Two criticality analysis workshop events will be performed and include: an overview of purpose and outcomes of the general task and specifics related to the workshop; validation of pre-developed function statement(s); validation of the pre-developed list of subsystems and major assets for the major basins; breakout group session to discuss and establish basis for criticality determination; and performing the criticality analysis. A system/subsystem function based approach, consistent with a Reliability Centered Maintenance process, will be utilized. A forced rank analysis protocol will be used to perform the criticality analysis; the forced rank protocol will include a combination of plurality, Borda count and pairwise comparison methodologies to provide insights into the data.

Based on past experience and the approach provided under this task, we recommend an allocated time of three (3) hours for each of the workshops. Participants in the workshops should include O&M staff, engineering staff, and compliance/health & safety staff who are familiar with the facility. It is assumed that two workshop events will be performed on a single days, such that they are conducted over a two separate visits. The scheduling of the workshops will be based on staff availability but it is anticipated they will be held no more than 2 weeks apart.

Application of Criticality Scores to Assets: As a post-workshop activity, CH2M will apply the results of the work completed in the Criticality Analysis to the asset registry. For each subsystem assessed, each asset will be assigned a criticality number based on the impact of asset failure on the primary and secondary functions and based on our maintenance and reliability experience. One workshop will be conducted to review the results of the criticality scores to asset results.

Development of Preventive Maintenance Tasks: CH2M will develop PMs through a series of five (6) workshops. At the first workshop CH2M will facilitate a Failure Mode and Effects Analysis (FMEA) at the system level, based on one subsystem with the major asset types. Reliability Centered Maintenance practices will be considered.

Four (4) workshops will be conducted to develop preventive and predictive job plans based on the FMEA and for the various asset types identified in the FMEA workshop over consecutive days. The results of the workshop will be to identify appropriate PM tasks that can be completed given existing resource constraints.

PM's and Job Plans will be created in a format that facilitates upload to a CMMS.

A PM load leveling analysis to ensure staff and craft hour availability will be performed.

The final workshop will be a review of the PM's and Job Plans to be uploaded in the CMMS.

Work Management Processes: This task is intended to review Work Management processes (work requests, planning, scheduling, execution, and closeout processes). One workshop will be conducted to discuss business processes related to various maintenance activities. A second workshop to further define scope regarding which processes and user groups will be in workflows, identify business process groups (Administrator, Supervisor, User), discuss roles associated with each user group and the standard work flow process will be conducted. A third workshop related to work order statuses, priorities, and reporting will be conducted.

Following the workshops, the developed work management processes will be captured in single Guidance Document.

Project Deliverables

- Vendor Questionnaire
- RFP/Cost Inquiry
- Vendor Demonstration Scripts and Evaluation Criteria
- CMMS Selection TM (draft and final)
- Asset Registry and Hierarchy
- Tabular and graphic results of criticality workshop for each workshop
- Asset list with associated criticality score
- Workshop series to provide guidance on development and refinement of PM procedures
- FMEA Workshop results in spreadsheet format
- PM/Job Plan for relevant asset types in spreadsheet format
- PM load leveling analysis
- Work Management Process Guidance Document
- Monthly task status report when work is performed
- Meeting minutes for meetings with City of Cocoa staff

General Project Assumptions

- Vendor questionnaire will be reviewed by City in one site visit. CH2M will issue and if vendors choose not to respond it will be documented.
- If a formal RFP is issued, CH2M will only provide technical material for the RFP, City is assumed to provide their standard procurement and related "front-end" material and issue in accordance to their procurement standards.
- Vendor demonstrations will be held on up to two consecutive days during one site visit.
- Final TM review will be performed via teleconference.
- Procurement and Implementation of the selected CMMS product will occur in the next Phase.
- Data Confirmation and Site Visit will occur over a two day consecutive period.
- Asset Registry and Hierarchy will require up to four days of onsite data collection by 2 CH2M team members. Detailed asset data will not be collected (serial numbers, model numbers, etc.) unless readily available during onsite visit.
- Two site visits for 2 CH2M team members with a two-day duration to prepare for and conduct the criticality workshops.
- Existing Asset data/maintenance practices is provided by City in excel format
- Six workshops will be conducted related to the development of maintenance tasks over three site visits for 3 CH2M team members.
- Two workshops over two site visits will be conducted for the development of work management processes.
- All deliverables will be provided in electronic format with no hard copies.
- City of Cocoa will provide written review comments for draft deliverables within two calendar weeks.
- All documents will be submitted as a draft for City of Cocoa review and comments. Comments will be addressed and a final document issued.

Schedule

This proposal will cover services and activities to be delivered through September 30, 2017.
CH2M will commence work within 2 weeks of receiving a written notice to proceed.
All schedule durations are based after notice to proceed.
Task 1 CMMS Selection – 10 weeks
Task 2 Data Development for CMMS Implementation – 25 weeks
Specific meeting and workshop dates will be coordinated directly with utility staff.

Compensation

Compensation for the services authorized under this task order are only for "Phase 2– CMMS Selection and Data Development for Implementation", and will be provided using a firm fixed price basis method. The total fee for the firm fixed price for labor and expenses for Phase 2 is $395,147.68 as shown in Compensation Table below.

CH2M will provide the City of Cocoa a monthly invoice for Phase 2 services based upon the schedule of values as detailed in the Compensation Table below, along with a summary of activities performed under this contract. An estimated earned value (percent complete) for each project sub task will be the basis for progress payments.

This proposal is effective for 90 days.

Compensation Table – Summary

Task Description	Position	Hours	Rate	Labor	Travel	Sub Total
Task 1 - CMMS Selection					$2,785.00	$2,785.00
	Jr. Professional Engineer/Scientist/Consultant	164	$120.84	$19,817.76		$19,817.76
	Jr. Project Engineer/Scientist/Consultant	40	$95.27	$3,810.80		$3,810.80
	Sr. Professional Engineer/Scientist/Consultant	172	$188.40	$32,404.80		$32,404.80
	Sr. Project Manager	46	$199.17	$9,161.82		$9,161.82
	Sr. Project Manager	82	$199.17	$16,331.94		$16,331.94
Subtotal for Task 1 - CMMS Selection		**504**		**$81,527.12**	**$2,785.00**	**$84,312.12**
Task 2 - CMMS Data Development					$28,777.00	$28,777.00
	Jr. Professional Engineer/Scientist/Consultant	306	$120.84	$36,977.04		$36,977.04
	Jr. Professional Engineer/Scientist/Consultant	262	$120.84	$31,660.08		$31,660.08
	Jr. Project Engineer/Scientist/Consultant	120	$95.27	$11,432.40		$11,432.40
	Sr. Professional Engineer/Scientist/Consultant	404	$188.40	$76,113.60		$76,113.60
	Sr. Project Manager	124	$199.17	$24,697.08		$24,697.08
	Sr. Project Manager	256	$199.17	$50,987.52		$50,987.52
	Sr. Project Manager	252	$199.17	$50,190.84		$50,190.84
Subtotal for Task 2 - Data Development		**1724**		**$282,058.56**	**$28,777.00**	**$310,835.56**
Grand Total		**2,228**		**$363,585.68**	**$31,562.00**	**$395,147.68**

Acceptance

This Task Order shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa

By: _____

Title: _____

Date: _____

Accepted for CH2M Engineers Inc.

By: 

Francois Didier Menard

Title: Vice President

Date: 01/05/2017

Legislation Details (With Text)

File #:	17-13	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	12/28/2016			**In control:**	City Council
On agenda:	1/24/2017			**Final action:**	
Title:	Approve a Resolution Amending the FY2017 Budget using Water/Sewer Reserves to Cover the Continuation of Work for Capital Projects that were under budgeted or not budgeted in FY2017. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO #67528 2016.pdf PO #67529 2016.pdf Fully Executed Task Order #33.pdf Fully Executed Task Order #35.pdf Council Journal V.5.pdf Council Journal V.6.pdf Attachment 1.xlsx Resolution No. 2017-09.docx BAF-UT-Task Orders 33 and 35 (1-24-17)~ Agenda 17-013.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 28, 2016
Agenda Date: January 24, 2017
Prepared By: Don Stevens, Sellers WRF Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Amending the FY2017 Budget using Water/Sewer Reserves to Cover the Continuation of Work for Capital Projects that were under budgeted or not budgeted in FY2017

BACKGROUND:

The Utilities Department had various ongoing capital projects budgeted in FY2016. Many of the projects are complex and their project durations are more than a single year. Some projects were not completed in FY2016 and need to continue in FY2017. These projects were budgeted in FY2016 under Account 421-4120-536.63-00.

Because Staff prepares the budget months prior to the close out of the fiscal year, Staff uses its best judgement to estimate the needed funds in FY2017. Staff budgeted funds in FY2017 based on the amount of work completed in FY2016 but some projects have insufficient funds and some are not

budgeted at all.

Staff is requesting City Council approval for the continuation of work of these projects as multi-year contracts from FY2016 through FY2017. Attachment 1 shows the project balances after payment of the final invoice for FY2016 and the requested totals for each project include the cost of construction services or other consulting fees as necessary.

Staff is also requesting City Council approval of a resolution to amend the FY2017 budget to transfer funds from reserves to the account listed above.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted		Yes, but insufficient
If not budgeted, is amendment/transfer attached?		Yes
Amount Requested		$143,680
Account Number	Project WS1222	421-4120-536.63-00
Account Name		Infrastructure
Source of Funds	421-0000-389.99-50	
		Bal Fwd/Fund Bal-Approp - Reserves

Note: Refer to attachment 1 for list of projects and respective amounts.

PREVIOUS ACTION:

On December 8, 2015, City Council approved Task Orders #33 and #35 with CDM Smith, Inc. for bidding and construction services for the Sellers WRF Motor Control Centers 1 - 6 (MCC) and Conduit Replacement, Project No. WS1222.

RECOMMENDED MOTION:

To Approve a Resolution Amending the FY2017 Budget using Water/Sewer Reserves to Cover the Continuation of Work for Capital Projects that were under budgeted or not budgeted in FY2017.

SERVICE

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

67528
THIS NO.

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 1288
VENDOR FAX NO.: 407-875-1161
VENDOR PH NO.: 407-660-2552

12/22/2015
DATE
9/30/2016
DATE REQUIRED

CDM SMITH INC.
2301 MAITLAND CTR PKWY
SUITE 300
MAITLAND FL 32751-7422

DELIVER TO:
City of Cocoa
SELLERS WATER RECLAMATION
375 N. COCOA BOULEVARD
COCOA FL 32922

BUYER/REQ. #
TS 0000029441
LJ HUBBARD

COCOA
F.O.B.

Florida Sales Tax Exemption No. 85-8012621548C-8

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	90000.00	SUM	TASK ORDER #33 - BIDDING & CONSTRUCTION SERVICES FOR WRF MCC & CONDUIT REPLACEMENT PROJECT; E OF SERVICES WILL INCLUDE RESPONDING TO QUESTIONS RECEIVED FROM PROSPECTIVE BIDDERS, ATTEND THE PRE-BID MEETING AND PRE-BID SITE VISIT ADMINISTERED BY THE CITY OF COCOA, PREPARE AND SUBMIT ADDENDA TO DRAWINGS, SPECIFICATIONS AND CONTRACT DOCUMENTS, EVALUATED BIDS AND PROVIDE A RECOMMENDATION OF BID AWARD. CONSTRUCTION SERVICES WILL INCLUDE CONFORM CONTRACT DOCUMENTS INCLUDING DRAWINGS AND TECHNICAL SPECIFICATIONS, CONDUCT ONE PRE-CONSTRUCTION AND PRE-CONSTRUCTION SITE VISIT, REVIEW UP TO FIFTY SHOP DRAWINGS, INCLUDING RESUBMITTALS, RESPOND TO UP TO TWENTY REQUESTS FOR INFORMATION (RFI) FROM CONTRACTOR, CONDUCT UP TO TWELVE SITE VISITS CORRESPONDING TO MONTHLY PROGRESS MEETINGS, REVIEW PAY APPLICATIONS AND CHANGE ORDERS REQUESTS, CONDUCT EIGHT PERIODIC SITE VISIT TO OBSERVE CONSTRUCTION. (SEE SCOPE OF SERVICE) PROJECT #WS1222 WW0002	1.0000	90000.00
			REMARKS:	TOTAL	90000.00

*** CONTINUED ***

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT:** **Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42141205366300

CITY OF COCOA

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

SERVICE

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

67528
THIS NO.

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 1288
VENDOR FAX NO.: 407-875-1161
VENDOR PH NO.: 407-660-2552

12/22/2015
DATE
DATE REQUIRED 9/30/2016

CDM SMITH INC.

DELIVER TO:
City of Cocoa

Florida Sales Tax Exemption No. 85-8012621548C-8

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			REMARKS: ********** * THIS PURCHASE ORDER WILL * * EXPIRE ON SEPTEMBER 30, 2016 * **********		

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42141205366300

CITY OF COCOA

MAIL INVOICES TO: or E-MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

accountspayable@cocoafl.org

Purchasing Agent

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 67529

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 1288
VENDOR FAX NO.: 407-875-1161
VENDOR PH NO.: 407-660-2552

DATE 12/22/2015
DATE REQUIRED 9/30/2016

CDM SMITH INC.
2301 MAITLAND CTR PKWY
SUITE 300
MAITLAND FL 32751-7422

DELIVER TO:
City of Cocoa
SELLERS WATER RECLAMATION
375 N. COCOA BOULEVARD
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
TS 0000029445
LJ HUBBARD

F.O.B. COCOA

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	170000.00	SUM	TASK ORDER #35 - RESIDENT PROJECT REPRESENTATIVE (RPR) TO OVERSEE THE SELLERS WRF MCC AND CONDUIT REPLACEMENT PROJECT. SCOPE OF SERVICES WILL INCLUDE ON-SITE RESIDENT REPRESENTATIVE DURING THE PROJECT CONSTRUCTION OF A 240-CALENDAR DAY PERIOD TO OBSERVE THE PERFORMANCE OF THE WORK OF THE CONTRACTOR. THE LEVEL OF WORK ESTIMATED FOR THIS PROJECT IS 1,408 (176 WORKING DAYS X 8 HOURS/DAY) LABOR-HOURS OF PROJECT REPRESENTATIVE TIME BASED ON AN EIGHT-MONTH CONSTRUCTION PERIOD. CONSULTANT RESERVES THE RIGHT TO REQUEST ADDITIONAL COMPENSATION, SHOULD CONSTRUCTION EXTEND BEYOND THE 1,408 HOUR PERIOD. THE DUTIES, RESPONSIBILITIES, AND LIMITATIONS OR AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE ARE FURTHER DESCRIBED IN EXHIBIT B. PROJECT #WS1222 WW0002	1.0000	170000.00
				TOTAL	170000.00

REMARKS:

****
* THIS PURCHASE ORDER WILL *

*** CONTINUED ***

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42141205366300

CITY OF COCOA

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

PURCHASE ORDER

CITY OF COCOA

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 67529

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 1288
VENDOR FAX NO.: 407-875-1161
VENDOR PH NO.: 407-660-2552

DATE 12/22/2015
DATE REQUIRED 9/30/2016

CDM SMITH INC.

DELIVER TO:
City of Cocoa

Florida Sales Tax Exemption No. 85-8012621548C-8

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			REMARKS: * EXPIRE ON SEPTEMBER 30, 2016 * **********		

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42141205366300

CITY OF COCOA

MAIL INVOICES TO: or E-MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

accountspayable@cocoafl.org

Purchasing Agent

Task Order Request Form

ENGINEERING SERVICES FOR WASTEWATER & DISPOSAL

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-08-10-COC **Vendor:** CDM Smith, Inc.

Dept./Division Name: Utilities/Sellers **Requestor:** Rabun (Don) Stevens **Date:** 10/19/15

Project Number: WS1222 **Title:** Superintendent

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. _____ **Requested Amendment Amount:** _____

Original Task Order Amount: _____ **Total Revised Amount including all Amendments:** _____

Total number of Amendments including this one: _____

Quote/Proposal #: Task Order #33 **Dated:** 10/19/15 **Amount:** $ 90,000.00

☑ Quote Attached

John "Jack" Walsh

Director's Signature

Scope of Services / Justification for Amendment

CDM Smith, Inc., will provide the Sellers WRF bidding and construction services for the Sellers WRF MCC and Conduit Replacement Project.

Design is Construction Related: ☐ Yes ☑ No **Good Faith Estimate of Construction Value:**

Documentation for Good Faith Estimate Attached ☐ Yes ☐ No

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

Task Order: ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2016-33

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 11/5/15 **Signature:** Hank Rowan Digitally signed by Hank Rowan Date: 2015.11.05 10:27:53 -05'00'

H.D. (Hank) Rowan **Title:** Purchasing Manager

Date: 12/08/15 **Signature:** John A. Titkanich, Jr., AICP **Title:** City Manager

1) Requestor: complete this form, save as (TASK ORDER) & save (PROPOSAL), forward to Director.
2) Director: review and approve, forward both to Procurement Card Coordinator (PCC).
3) PCC: assign a Task Order No. and forward everything to Purchasing Manager.
4) Purchasing Manager: review and approve and forward to PCC who will forward it to City Manager if it's under $50K.
5) City Manager: review all documents (if under $50K), approve and forward to PCC.
6) PCC: log the task order in the database and forward to Requestor and Department Director. All Task Orders over $50K will be sent back to Requestor to take to Council.

Task Order Request Form

ENGINEERING SERVICES FOR WASTEWATER TREATMENT & DISPOSAL

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-08-10-COC **Vendor:** CDM Smith, Inc.

Dept./Division Name: Utilities/Sellers **Requestor:** Rabun (Don) Stevens **Date:** 10/19/15

Project Number: WS1222 **Title:** Superintendent

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. _____ **Requested Amendment Amount:** _____

Original Task Order Amount: _____ **Total Revised Amount including all Amendments:** _____

Total number of Amendments including this one: _____

Quote/Proposal #: Task Order #35 **Dated:** 10/19/15 **Amount:** $ 170,000.00

☑ Quote Attached

John "Jack" Walsh

Director's Signature

Scope of Services / Justification for Amendment

CDM Smith, Inc., will provide the Sellers WRF a Resident Project Representative (RPR) to oversee the Sellers WRF MCC and Conduit Replacement Project. Daily reports will be provided by the RPR as part of this scope. Exhibit "B", Agreement Between Owner and Engineer, which outlines duties, responsibilities and limitations of authority of the RPR, is attached for your information and review.

Design is Construction Related: ☐ Yes ☑ No **Good Faith Estimate of Construction Value:**

Documentation for Good Faith Estimate Attached ☐ Yes ☐ No

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

Task Order: ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2016-35

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 11/5/15 **Signature:** Hank Rowan Digitally signed by Hank Rowan Date: 2015.11.05 10:17:11 -05'00' H. Jr (Hank) Rowan **Title:** Purchasing Manager

Date: 12/08/15 **Signature:** John A. Tidkanich, Jr., AICP **Title:** City Manager

1) Requestor: complete this form, save as (TASK ORDER) & save (PROPOSAL), forward to Director.
2) Director: review and approve, forward both to Procurement Card Coordinator (PCC).
3) PCC: assign a Task Order No. and forward everything to Purchasing Manager.
4) Purchasing Manager: review and approve and forward to PCC who will forward it to City Manager if it's under $50K.
5) City Manager: review all documents (if under $50K), approve and forward to PCC.
6) PCC: log the task order in the database and forward to Requestor and Department Director. All Task Orders over $50K will be sent back to Requestor to take to Council.

- **Approved.**

2. To approve a Resolution waiving the Competitive Bidding Process for the Purpose of making a sole source purchase of four (4) Duall NH-66 Forced Air Exhaust Fans from Duall Air and Water Technologies, Owosso, Michigan, to revitalize the Patented Hydrogen Sulfide Removal Process at the Wewahootee Water Treatment Facility. (15-551). (Utilities Director)

   - **Approved. Resolution to be executed and forwarded as necessary.**

3. To approve Task Order 2016-02 with Matchpoint, Inc. for Leak Detection and Correlation Services for Quadrants 2, 3, and 4 of the City's Potable Water Distribution System, Project No. WS1201. (15-552). (Utilities Director)

   - **Approved. Task Order to be executed and distributed as necessary.**

4. To approve Task Order No. 15 with CDM Smith, Inc., Maitland, Florida, for the Jerry Sellers Water Reclamation Facility SCADA and Programmable Logical Control Programming to support the Sellers Flow Improvement, Project No. WS16SF. (15-553). (Utilities Director)

   - **Approved. Task Order to be executed and distributed as necessary.**

5. To approve Task Order No. 33 with CDM Smith, Inc., Maitland, Florida, for the Jerry Sellers Water Reclamation Facility Bidding and Construction services for the Sellers WRF MCC and Conduit Replacement Project WS1222. (15-554). (Utilities Director)

   - **Approved. Task Order to be executed and distributed as necessary.**

6. To approve Task Order No. 35 with CDM Smith, Inc., Maitland, Florida, for the Jerry Sellers Water Reclamation Facility Resident Project Representative (RPR) to oversee the Sellers WRF MCC and Conduit Replacement Project WS1222. (15-558). (Utilities Director)

   - **Approved. Task Order to be executed and distributed as necessary.**

7. Approval to amend the FY 2016 budget for the Peachtree Street Project (PW08PT); approve a Sole Source form for Myra Planning and Design; and approve a Change Order for DP Development to correct the budget for the project. (15-572). (Public Works Director)

- **Approved.**

2. To approve a Resolution waiving the Competitive Bidding Process for the Purpose of making a sole source purchase of four (4) Duall NH-66 Forced Air Exhaust Fans from Duall Air and Water Technologies, Owosso, Michigan, to revitalize the Patented Hydrogen Sulfide Removal Process at the Wewahootee Water Treatment Facility. (15-551). (Utilities Director)

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   - **Approved. Task Order to be executed and distributed as necessary.**

7. Approval to amend the FY 2016 budget for the Peachtree Street Project (PW08PT); approve a Sole Source form for Myra Planning and Design; and approve a Change Order for DP Development to correct the budget for the project. (15-572). (Public Works Director)

RESOLUTION NO. 2017-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2016, and ending on September 30, 2017, at a Special meeting held on September 14, 2016; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2016-2017 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24th day of January, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 4120 | DATE PREPARED: 01/10/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 143,680	421-0000-389.99-50		BAL FWD/FUND BAL-APPROP-RESERVE	$ 22,505,433	$ 28,726,995	$ 28,870,675	$ 28,583,315
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 143,680	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 143,680	421-4120-536.63-00	WS1222	INFRASTRUCTURE	$ 1,304,600	$ 2,694,540	$ 2,838,220	$ 2,293,996
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 143,680	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

TO COVER THE CONTINUATION OF WORK FOR CAPITAL PROJECTS THAT WERE UNDER BUDGETED OR NOT BUDGETED IN FY17.

Agenda File 17-013; City Council Meeting of 1-24-17

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/24/17 *RESOLUTION #:* 2017-09

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

1/10/17	Rabun (Don) Stevens — Digitally signed by Rabun (Don) Stevens Date: 2017.01.10 10:00:17 -05'00'	1/10/17	Lea Taylor — Digitally signed by Lea Taylor Date: 2017.01.10 15:05:44 -05'00'
Date	Requestor's Signature	Date	Finance Approval Signature
1/10/17	John "Jack" Walsh — Digitally signed by John "Jack" Walsh Date: 2017.01.10 15:44 -05'00'	1/10/17	Lora Howell — Digitally signed by Lora Howell Date: 2017.01.10 15:41:30 -05'00'
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature

Date	Finance Director's Signature
Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 11/18/15 - IT

Legislation Details (With Text)

File #:	17-16	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	12/28/2016		**In control:**	City Council	
On agenda:	1/24/2017		**Final action:**		
Title:	To Approve Task Order No. 45 with CDM Smith, Inc., Maitland, Florida, for the Jerry Sellers Water Reclamation Facility Flow Improvement Project Bidding & Construction Services, Project No. WS16SF. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-SE-CDM (2017-45) 11.14.16 $90K.pdf Scope of Services.pdf Fee Schedule T-O 45.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 28, 2016
Agenda Date: January 24, 2017
Prepared By: Don Stevens, Sellers WRF Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order No. 45 with CDM Smith, Inc., Maitland, Florida, for the Jerry Sellers Water Reclamation Facility Flow Improvement Project Bidding & Construction Services, Project No. WS16SF

BACKGROUND:

CDM Smith, Inc. will provide the Sellers Water Reclamation Facility with Bidding and Construction Services for WRF Flow Improvement Project.

The scope of services will include bidding and construction services. CDM Smith, Inc. will respond to questions received from prospective bidders, attend the pre-bid meetings and pre-bid site visit, prepare and submit addenda to the contract documents, evaluate bids and provide a recommendation of bid award.

CDM will also prepare conformed contract documents, conduct one pre-construction conference and site visit. Review up to fifty shop drawings, including resubmittals, respond to up to twenty requests for information (RFI) from the Contractor. Conduct up to twelve site visits corresponding to monthly progress meetings. Review pay applications and change orders requests. Conduct eight periodic site visits to observe construction and conduct one substantial completion and one final Completion

inspection site visit.

Staff recommends approval of Task Order No. 46 with CDM Smith, Inc.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$90,000 Project WS16SF
Account Number	421-4120-536.64-00
Account Name	Machinery & Equipment
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve Task Order No. 45 with CDM Smith, Inc., Maitland, Florida, for the Jerry Sellers Water Reclamation Facility Flow Improvement Project Bidding & Construction Services, Project No. WS16SF.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4926156&GUID=21C95593-65A3-4F45-A887-3B76F6473314* is a secure document that has been embedded in this document. Double click the pushpin to view.



TASK ORDER NO. 45 TO
MASTER SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER

This is Task Order No. 45 attached to and made part of the Agreement May 27, 2008, between CDM Smith, Inc. (ENGINEER) and City of Cocoa (OWNER).

This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as:

Jerry Sellers Flow Improvements Engineering Services during Construction (the "Project").

1. Scope of Services

ENGINEER shall provide for OWNER the following specific services

Task 1 – Bidding and Construction Services

1.1 Bidding Services

ENGINEER will provide the following services during bidding of the Project:

- Respond to questions received from prospective bidders. OWNER will advertise for bids.
- Attend the pre-bid meeting and pre-bid site visit, administered by the OWNER.
- Prepare and submit addenda to the contract documents.
- Evaluate bids and provide a recommendation of bid award.

1.2 Construction Services

ENGINEER will provide the following services during construction of the Project:

- Prepare Conformed Contract Documents.
- Conduct one pre-construction conference and site visit.
- Review up to fifty shop drawings, including resubmittals.
- Respond to up to twenty requests for information (RFI) from the Contractor.
- Conduct up to twelve site visits corresponding to monthly progress meetings.
- Review pay applications and change order requests.
- Conduct eight periodic site visits to observe construction.

- Conduct one substantial completion and one final completion inspection site visit. ENGINEER reserves the right to request additional compensation should additional walkthroughs be required.

- Prepare record drawings showing changes made during the construction process based on a mark-up provided by the Contractor.

- The level of work estimated for this project is based on a 12 month construction period from the Notice to Proceed to Final Completion. ENGINEER reserves the right to request additional compensation should Final Completion of construction extend beyond 12 months.

Resident inspection services are not included in this Task Order.

2. **Deliverables**

ENGINEER will provide the following deliverables as part of this task order:

- Conformed Contract Documents

- Electronic Copies (PDF format) of Reviewed Shop Drawings, Pay Requests, RFI's, Field Orders and Change Orders

- Record Drawings in PDF format

3. **Time Schedule**

Services under this task order will correspond with the construction schedule and are anticipated to extend into Fiscal Year 17/18.

4. **Compensation and Invoicing**

Compensation for services of ENGINEER described in this task order will be on the following basis:

Lump sum amount of $90,000.00, invoiced on a monthly basis in proportion to percentage of completion.

5. **Terms and Conditions**

The terms and conditions of the Agreement referred to above shall apply to this Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically referenced. Modifications in this task order are: None.

6. **Terms or Provisions in Conflict**

If the provisions set forth in the Agreement are in conflict with the provisions set forth in this Task Order, the provisions of this Task Order shall govern.

Acceptance of the terms of this Task Order is acknowledged by the following authorized signatures of the parties to the Agreement:

OWNER	ENGINEER
_____	_____
By:	By: Eric J. Grotke, P.E., BCEE
Title:	Title: Vice President

TABLE 1
FEE ESTIMATE

Task and Description	Officer	Principal	Senior Professional	Professional II	Professional I	Support Staff	Project Admin	Total Hours	Total Dollars
	$200	$170	$150	$125	$100	$90	$85		
Task 1.1 Bidding Services	0	4	16	24	8	16	8	76	$9,000.00
Task 1.2 Construction Services	8	80	160	150	90	80	60	628	$79,250.00
Travel									$1,250.00
Copies, Production and Postage									$500.00
Total Hours	**8**	**84**	**176**	**174**	**98**	**96**	**68**	**704**	**$90,000.00**

Legislation Details (With Text)

File #:	17-19	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	12/28/2016			**In control:**	City Council
On agenda:	1/24/2017			**Final action:**	
Title:	Approve Task Order No. 46 with CDM Smith, Inc., Maitland, Florida, for the Jerry Sellers Water Reclamation Facility Electronic Operation and Maintenance (O&M) Manual, Project No. WS17CM; Approve a Resolution adjusting the FY2017 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-SE-CDM (2017-46) 12.22.2016 -- $104500.pdf Scope of Services.pdf Fee schedule T-O #46.pdf Resolution No. 2017-10.pdf BAF-UT_Task Order #46(1-24-17)~ Agenda 17-019.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 28, 2016
Agenda Date: January 24, 2017
Prepared By: Don Stevens, Sellers WRF Superintendent
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order No. 46 with CDM Smith, Inc., Maitland, Florida, for the Jerry Sellers Water Reclamation Facility Electronic Operation and Maintenance (O&M) Manual, Project No. WS17CM and approve a Resolution adjusting the FY2017 Budget.

BACKGROUND:

CDM Smith, Inc. will provide the Sellers Reclamation Facility the following services to create the Sellers Facility Electronic Operation and Maintenance (O&M) Manual: conduct site visits to gather data for the manual, provide O&M Manual graphics and vendor coordination, provide a “draft” O&M and a final Operations Manual (PDF), quality review and project management.

This project is Phase II of a three-phased project that will include design, installation, and implementation of a Computerized Maintenance Management System (CMMS) for the Sellers Facility.

Staff recommends approval of Task Order No. 46 with CDM Smith, Inc.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes Partially
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$104,500
Account Number Project WS17CM	421-4120-536.63-00
Account Name	Infrastructure
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve Task Order No. 46 with CDM Smith, Inc., Maitland, Florida, for the Jerry Sellers Water Reclamation Facility Electronic Operation and Maintenance (O&M) Manual, Project No. WS17CM and approve a Resolution adjusting the FY2017 Budget.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4926159&GUID=999CB7F1-0F51-4DBF-93A5-525E0691E942* is a secure document that has been embedded in this document. Double click the pushpin to view.



TASK ORDER NO. 46 TO
MASTER SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER

This is Task Order No. 46 attached to and made part of the Agreement May 27, 2008, between CDM Smith Inc. (ENGINEER) and City of Cocoa (OWNER).

This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as:

Jerry Sellers Water Reclamation Facility Electronic Operation and Maintenance (O&M) Manual (the "Project").

ENGINEER will develop the O&M Manual through the use of various sources of data including drawings, manufacturer's data, charts, tables and photographs. The O&M Manual will be delivered as an initial draft in paper format. The final manual will be delivered in electronic PDF file format.

1. Scope of Services

ENGINEER will provide the following scope of services:

Task 1 –Site Visits

ENGINEER will conduct a kick-off meeting with OWNER staff to present a draft table of contents and the O&M Manual's format, and receive feedback on the priorities of its content. Site visits will be conducted to collect data necessary to produce the facility O&M Manual. The data sources to be gathered are the facility record drawings, equipment vendor manuals (in digital format), applicable permits and photographs. Photographs will be taken of buildings, structures, process systems, process equipment, and controls and will be used to illustrate and visually clarify/reinforce the O&M Manual's text.

Task 2 – O&M Manual Graphics and Vendor Coordination

The following subtask describes the O&M Manual support components that will be included:

O&M Manual Graphics

ENGINEER will capture up to 100 color photographs for inclusion in the O&M Manual. Photographs of select processes and process equipment will be integrated into relative locations of the O&M manual. ENGINEER will prepare up to 5 figures for inclusion in the O&M manual. Figures will be drawings that are comprised of information from design drawings and other resources to present a useful diagram (i.e., process flow diagrams) to assist in the operation of the facility. The figures will be accessed with a link to the PDF file. ENGINEER will include available record drawings of the Jerry Sellers WRF provided by the OWNER. The record drawings will be linked to the O&M Manual.

Vendor Information

ENGINEER will include vendor O&M manuals, provided by the OWNER as PDF files, as reference documents in the O&M Manual. For vendor O&M manuals that are only available as hard copies, ENGINEER will scan up to 6 of them in PDF format for inclusion in the O&M Manual. The vendor O&M manuals will be listed in a table indicating the equipment name or process and the manufacturer. Each vendor O&M manual in the list will be programmed with a link to the associated document (PDF) file.

Task 3 – Draft O&M Manual

ENGINEER will compile various sources of data including design documents, manufacturer's literature, photographs, and site visit data as the primary sources of information to develop the O&M Manual. The development of the draft O&M Manual will focus on establishing its content and layout. Two copies of the draft O&M Manual will be submitted in hard copy format. The draft will facilitate a thorough review of the O&M Manual's content and organizational format.

Task 4 – Final Operations Manual (PDF)

The O&M Manual will be finalized following review of the final draft O&M Manual. The final O&M Manual will be delivered on flash drive/compact disk (DVD) in PDF format.

O&M Manual Production (PDF)

The O&M Manual user interface, or Home page, will be a Web-based Internet browser window. The Home page will include the OWNER's identification and a dashboard that links to the Jerry Sellers WRF O&M Manual.

The Home page will also include additional suggested topics (i.e., water, lift stations) for potential expansion of the web-page as an electronic resource library to easily access additional City of Cocoa utility information that is collected and housed in one location.

The final version of the O&M Manual, created with MS Word, will be converted to a PDF file the can be viewed using Acrobat Reader. The Table of Contents will contain links to each manual section, table, figure and appendix listed. PDF Bookmarks will also be provided as another means to navigate through the O&M Manual. The O&M Manual's PDF files will be searchable using the Acrobat Reader search function.

Task 5 – Quality Review and Project Management

ENGINEER will conduct a quality review of the final O&M Manual. ENGINEER will conduct internal quality checks throughout the O&M Manual's development process and quality check the functionality and operation of the final PDF manual.

2. Deliverables

ENGINEER will provide the following deliverables as part of this task order:

- Draft Table of Contents
- Draft O&M Manual – 2 Hard Copies

- Final Electronic O&M Manual – Electronic PDF File

3. Time Schedule

Services under this task order will be completed by September 30, 2017.

4. Compensation and Invoicing

Compensation for services of ENGINEER described in this task order will be on the following basis:

Lump sum amount of $104,500.00, invoiced on a monthly basis in proportion to percentage of completion.

5. Terms and Conditions

The terms and conditions of the Agreement referred to above shall apply to this Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically referenced. Modifications in this task order are: None.

6. Terms or Provisions in Conflict

If the provisions set forth in the Agreement are in conflict with the provisions set forth in this Task Order, the provisions of this Task Order shall govern.

Acceptance of the terms of this Task Order is acknowledged by the following authorized signatures of the parties to the Agreement:

OWNER:	ENGINEER:
_____	
By:	By: Eric J. Grotke, P.E., BCEE
Title:	Title: Vice President

TABLE 1
FEE ESTIMATE

Task and Description	Officer	Principal	Senior Professional	Professional II	Professional I	Total Hours	Total Dollars
	$200	$170	$150	$125	$100		
Task 1 Site Visits	0	8	20	0	0	28	$4,360.00
Task 2 Vendor Coordination and Graphics Development	0	2	20	50	26	98	$12,190.00
Task 3 Draft O&M Manual	2	8	310	0	150	470	$63,260.00
Task 4 Final O&M Manual	2	8	8	0	110	128	$13,960.00
Task 5 Project Quality Management	4	12	24	0	12	52	$7,640.00
Travel							$840.00
Scanning, Production and Postage							$2,250.00
Total Hours	**8**	**38**	**382**	**50**	**298**	**776**	**$104,500.00**

RESOLUTION NO. 2017-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2016, and ending on September 30, 2017, at a Special meeting held on September 14, 2016; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2016-2017 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24th day of January, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: Sellers | DATE PREPARED: 01/10/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 4,500)	421-4120-536.46-00		REPAIRS & MAINTENANCE	$ 288,522	$ 286,122	$ 281,622	$ 143,609
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 4,500)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 4,500	421-4120-536.63-00	WS17CM	INFRASTURTURE	$ 1,304,600	$ 2,694,540	$ 2,699,040	$ 2,442,176
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 4,500	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

TO APPROVE FUNDS FOR TASK ORDER #46 WITH CDM SMITH, INC., IN CONJUNCTION WITH ELECTRONIC OPERATION & MAINTENANCE (o&m) MANUAL PROJECT NO. WS17CM. Agenda 17-019

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/24/17 *RESOLUTION #:* 2017-10

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

1/10/17	Rabun (Don) Stevens — Digitally signed by Rabun (Don) Stevens Date: 2017.01.10 10:41:23 -05'00'	1/10/17	Lea Taylor — Digitally signed by Lea Taylor Date: 2017.01.10 15:12:49 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
1/10/17	John "Jack" Walsh — Digitally signed by John "Jack" Walsh DN: cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2017.01.10 15:43:57 -05'00'	1/10/17	Lora Howell — Digitally signed by Lora Howell Date: 2017.01.10 16:16:35 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	17-29	**Version:**	1	**Name:**	Award Bid# B-17-05-COC for the Harry T. Moore Center Renovations.
Type:	Resolution			**Status:**	Consent Agenda
File created:	1/6/2017			**In control:**	City Council
On agenda:	1/24/2017			**Final action:**	
Title:	Award Bid #B-17-05-COC, Harry T. Moore Center Renovation, to C& D Construction with a not to exceed amount of $325,256, in order to meet the budgetary guidelines set forth by the Historic Preservation Grant awarded for this project. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SC625 Harry T Moore Grant Agreement.pdf B-17-05-COC Final MEMO.pdf B-17-05-COC Tabulation Sheet.pdf Section 500 agreement.pdf C&D Construction COI.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 6, 2017
Agenda Date: January 24, 2017
Prepared By: Charlene Neuterman, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
Award Bid # B-17-05-COC, Harry T. Moore Center Renovation, to C& D Construction with a not to exceed amount of $325,256, in order to meet the budgetary guidelines set forth by the Historic Preservation Grant awarded for this project.

BACKGROUND:

The City was awarded a Historic Preservation Grant from the State of Florida to complete renovations of the Leon and Jewel Collins Museum of African American Culture at the Harry T. Moore Center. The amount awarded by the State of Florida was $230,256 with a $125,000 match by the City, bringing the total cost for the project at $355,256. Funds allocated for construction is $325,256 with $30,000 apportioned for Architectural and Engineering Services.

Bids for the project (B-17-05-COC) were opened on December 15, 2016. Purchasing sent out forty-seven (47) invitations and notifications to bid and received two (2) responses from twenty-seven (27) plan holders. The apparent low bidder is C & D Construction, Inc. of Cocoa, FL. Staff requests approval to award the bid to C & D Construction in an amount not to exceed $325,256.

Work to be completed on the project includes the replacement of flooring, repairing and sealing the crawl space underneath the building, window and door repair/replacement and internal facility restorations. The goal of the project is to bring the interior of the building to a more historic look, similar to that of the original school built in the 1920's. The project time schedule is anticipated to be 120 days. The State Grant agreement requests that the project be completed by June 30, 2017. If the time falls short of completion before the June 30, 2017 deadline, the City can request an extension in order to complete the project.

Upon completion of the project, it is anticipated that the building with be converted to the Leon and Jewel Collins Museum of African American Culture. This may involve applying for another State of Florida Museum Grant to fund the museum furnishings, cabinets, and memorabilia to be placed in the building.

STRATEGIC PLAN CONNECTION:

This project will improve the image of the community and bring historic African American culture to the forefront in Diamond Square.

BUDGETARY IMPACT:

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

Amount Requested	$ 325,256
Project #	PW15HT
Account Number	001-3580-519-46-02
Account Name	Repair/Maintenance of Facilities

Source of Funds: Historic Preservation Grant SC625:
001-0000-334.90-30 Grant Award $230,256
City Match: $125,000.

PREVIOUS ACTION:

November 10, 2015 Council Meeting: Item V.11 - Authorization approved to accept the Florida Department of State, Division of Historical Resources Special Category Grant (SC625).

RECOMMENDED MOTION:

Award Bid # B-17-05-COC, Harry T. Moore Center Renovation, to C& D Construction with a not to exceed amount of $325,256, in order to meet the budgetary guidelines set forth by the Historic Preservation Grant awarded for this project.

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: Charlene Neuterman, Project Manager

From: Sonja Suarez, Purchasing Manager

Date: 12/15/16

Re: **Bid #B-17-05-COC, Harry T. Moore Center Restoration Project**

Bids for the subject offering were opened on December 15, 2016 at 3:00 p.m. Purchasing sent out forty-seven (47) invitations and notifications to bid and received two (2) responses from twenty-seven (27) plan holders.

THE APPARENT LOW BIDDER IS C & D CONSTRUCTION, INC., COCOA FL.

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guide lines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ Prepare agenda item and prepare contract if necessary for Council Approval.
- ➔ Prepare requisition and attach the following items:
  - Copy of Approved City Clerk's Journal
  - Bid Tabulation Sheet
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: Thursday, December 15, 2016

BID NUMBER: B-17-05-COC Harry T. Moore Center Restoration

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form Total Base Bid	00300 Bid Form Alt 1	00300 Bid Form Alt 2	00300 Bid Form Alt 3	00311 Exceptions	00312 References	00320 Bidder's Qualifications	00330 Listing of Subcontractors	00410 Bid Bond	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	00620 Certificate as to Corporate Principal	00650 Certificate of Liability Insurance	00660 Affidavit Regarding Workman's	00665 Certificate of Insurance for Worker's	00675 Trench Safety	Receipt of Addendum
Specialized Property Services. Inc 9605 US 92 E. Tampa, FL 33610	Y	NA	Y	Y	Y	$597,247.00	$21,705.00	$61,628.00	$15,711.00	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
C & D Construction, Inc. PO Box 236577 Cocoa, FL 32923	Y	Y TB	Y	Y	Y	$589,747.00	$21,000.00	$61,000.00	$27,000.00	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

FORM OF AGREEMENT
BID NO. B-17-05-COC
CITY OF COCOA

This Agreement made and entered into on the 24th day of January, 2017 by and between C & D Construction, Inc., hereinafter called the contractor and the City of Cocoa, a municipal cooperation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City.

Witnesseth that the Contractor and the City, for the Consideration herein-after named, agree as follows:

ARTICLE 1. SCOPE OF WORK - The Contractor shall furnish all labor, equipment and materials and perform all work described in the Bidding/Contract Documents and Drawings, and shall do everything required by this agreement and the contract documents.

ARTICLE 2. COMMENCEMENT AND COMPLETION - The Contractor will be required to commence work under this contract within **fifteen (15)** calendar days after the date of receipt by him of Notice to Proceed or Purchase Order, and substantially complete the work within **one hundred twenty (120)** days and totally complete all work in its entirety within **one hundred fifty (150)** days of Notice to Proceed or Purchase Order. The Contractor agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, **the amount of five hundred ($500.00) per calendar day.**

ARTICLE 3. THE CONTRACT SUM - The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

Three Hundred Twenty Five Thousand, Two Hundred Fifty Six Dollars & No cents $ 325,256.00
(Written in Words) (In Figures)

ARTICLE 4. PROGRESS PAYMENTS - Partial payments calculated from materials stored on the job site and completed work in place and acceptable to the City at the unit bid prices will be made on/or about the 15th of each month on pay estimates based on the previous month's progress. The Contractor shall, after the first of each month, submit invoice for materials used and work performed for the previous month. The owner will certify all invoices before presenting them for payment. A form of pay estimate, stating that the bill is fair and equitable and in exact accord with contract prices will be utilized for pay purposes. Ten percent (10%) of the amount due and payable to the Contractor will be retained from each month's partial payment. Final payment will be accomplished as prescribed in the Agreement and will be based on complete work in place. Also, the contractor shall: (1) Provide satisfactory evidence that it has acquired title to the materials that it has been paid for and that the material will be used to perform this contract, and (2) Provide a Consent of Surety for the progress payments.

ARTICLE 5. THE CONTRACT DOCUMENTS - The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, Performance/Payment Bond, and Drawings form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. Unless otherwise provided in the Contract Documents, any conflicts between the aforementioned documents shall be resolved in

order of priority established in the City of Cocoa's purchasing manual at the time this Agreement is executed by both parties.

ARTICLE 6. LIABILITY INSURANCE -

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000 and with a deductible not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun**.**

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS**:**
It is required that individuals and firms contracting with the City of Cocoa and who own licensed motor vehicles, that will be utilized in connection with any City contract or job, maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

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

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE**:**
Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

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

hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:
It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:
For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance polices and submit proof of same in the form of a certificate of insurance before work is begun.

ARTICLE 7. PERFORMANCE/PAYMENT BOND - The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ 325,256.00 with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

ARTICLE 8. ACCEPTANCE AND FINAL PAYMENT - Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within twenty (20) days after the date of said final certificate. Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid. The making and acceptance of the final payment shall not constitute a waiver of any claims of the city against the Contractor, including, but not limited to, claims arising for defective or faulty work, warranty work, unsettled liens, or the failure of the Contractor to correctly comply with the job specification. A Consent of Surety for the release of the final payment will be required.

ARTICLE 9. ATTORNEY FEES AND COSTS - Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable

attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

ARTICLE 10. **FULLY NEGOTIATED AGREEMENT** - This agreement has been fully negotiated in an arms length transactions and neither party has been coerced in any manner to execute this agreement. In Each party has opportunity to employ legal counsel and seek legal advice from such counsel with respect to this agreement, its obligations, terms and limitations.

ARTICLE 11. **SEVERABILITY** - If any provisions of this agreement is declared or deemed invalid, unenforceable or lawful by any tribunal or court of competent jurisdiction, such provision shall be deemed automatically modified to conform to the requirements for validity as declared at the time, and as so modified, shall be deemed a provision of this agreement as though originally included herein. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted and withdrawn from this agreement as though the provision had never been included herein. In either event, the remaining provisions of this agreement shall remain in full force and effect.

ARTICLE 12. **VENUE AND GOVERNING LAW** - The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of or are based upon this agreement. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

ARTICLE 13. **MODIFICATIONS AND ENTIRE AGREEMENT** - This agreement may only be modified, altered or amended in whole or in part, by written instrument setting forth such changes and signed by all parties hereto. This agreement constitutes the entire agreement and understanding between the parties, and oral communications and understandings are hereby deemed void and merged into this agreement.

ARTICLE 14. **NOTICES** - Unless otherwise stated herein, all notices to the parties to this agreement shall be in writing, certified mail, return receipt request, at the address listed above.

ARTICLE 15. **BINDING EFFECT** - This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

ARTICLE 16. **WAIVER** - Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

ARTICLE 17. **INDEPENDENT CONTRACTOR** At all times during the term of this Agreement, Contractor shall be considered an independent contractor and not an employee of the City.

ARTICLE 18. **CHANGE ORDERS** Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to Contract performing, or not performing, the work specified in the change order.

ARTICLE 19. **SOVEREIGN IMMUNITY** Nothing contained in this Agreement shall be constructed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statues, or other limitations imposed on the City's potential liability under state or federal law.

ARTICLE 20. **DEFAULT BY CONTRACTOR**

(a) The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

i. Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Contractor promptly takes and diligently pursues such action as are necessary therefore; or

ii. Contractor is adjudicated bankrupt or makes any assignment for the benefit of creditors or Contractor becomes insolvent, or is unable or unwilling to pay its debts; or

iii. Contractor has acted grossly negligent, as defined by general and applicable law, in performing the services hereunder; or

iv. Contractor has committed any act of fraud upon the City; or

v. Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

(b) Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation law, without limitation, and without any further demand or notice.

ARTICLE 21. **TERMINATION** - Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Article 20, Default by Contractor; (b) contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to comply with any condition or provision of this Agreement; or (d) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

ARTICLE 22. **INDEMNIFICATION**

(a) For all services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses,

damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings), directly or indirectly arising from:

i. Any default under this Agreement by Contractor; and
ii. Any negligent act, omission or operation of work related to all services performed under this Agreement by Contractor, and its employees, principals, agents, independent contractors, and consultants.

(b) The indemnification provided above shall obligate the Contractor to defend as its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers to the services under this Agreement whether the services be performed by the Contractor or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included this indemnification provided herein, as long as said fees are no greater than at a rate of $200 per hour.

ARTICLE 23. CORPORATE REPRESENTATIONS BY CONTRACTOR - Contractor hereby represents and warrants to the City the following:

(a) Contractor is duly registered to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in the Agreement.

(b) The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

ARTICLE 24. NO JOINT VENTURE - Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

ARTICLE 25. THIRD PARTY RIGHTS - Nothing in this Agreement shall be constructed to give any rights or benefits to anyone other than City and Contractor.

ARTICLE 26. ASSIGNMENT

(a) Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any Moines due or to become due hereunder without the prior, written consent of City.

(b) If upon receiving written approval from city, any part of this Agreement is subcontracted by Contractor, Contractor shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

(c) If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Contractor who shall take immediate steps to remedy the situation.

(d) If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any work by the subcontractor, Contractor shall require the subcontractor to provide city and its affiliates with insurance coverage as set forth by the City.

ARTICLE 27. PUBLIC RECORDS

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR

Signed and sealed by the Contractor in the presence of:

BY_____
(CONTRACTOR)

ATTEST: _____

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY: _____
(John A. Titkanich, Jr., City Manager)

ATTEST: _____

SECTION 00500

Client#: 18 CDCONSTR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/26/2016

PRODUCER
Construction Underwriters, Inc
4168 Southpoint Pkwy - Ste 305
Jacksonville, FL 32216
rgately@cui-usa.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Amerisure	19488
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
C & D Construction, Inc.
395 S. Range Road, Suite B
P.O. Box 236577
Cocoa, FL 32923-6577

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	CPP115639711	10/05/16	10/05/17	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY	Blnkt WOS			DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
		CLAIMS MADE X OCCUR	XCU Included			MED EXP (Any one person)	$10,000
		X Contractual Liab	Completed Ops			PERSONAL & ADV INJURY	$1,000,000
		X Blnkt Addl Insd	Design Svcs Liab			GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		POLICY X PRO-JECT LOC					
A		AUTOMOBILE LIABILITY	CA108997112	10/05/16	10/05/17	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		X ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		X HIRED AUTOS					
		X NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY	CU027300509	10/05/16	10/05/17	EACH OCCURRENCE	$4,000,000
		X OCCUR CLAIMS MADE	Follow From			AGGREGATE	$8,000,000
			Excess above GL,				$
		DEDUCTIBLE	Auto & WC				$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC200366306	01/01/16	01/01/17	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	Blnkt WOS			E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below	USL&H Included			E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
A		OTHER Rented Equip.	CPP115639711	10/05/16	10/05/17	$100,000 Max/Min	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Dyal WTP Maintenance Building Enclosure
Certificate holder is named as an additional insured with respects to liability for work being performed by the named insured for the certificate holder

CERTIFICATE HOLDER
City of Cocoa
65 Stone Street
Cocoa, FL 32922

CANCELLATION 10 Days for Non-Payment
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Regina L. Gately

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Legislation Details (With Text)

File #:	17-36	**Version:**	1	**Name:**	CONTRACT
Type:	Contract			**Status:**	Consent Agenda
File created:	1/10/2017			**In control:**	City Council
On agenda:	1/24/2017			**Final action:**	

Title: Approval to participate in a cooperative purchase agreement for the purchase of vehicles and the associated equipment, utilizing the Florida Sheriffs Association and Florida Association of Counties vehicle / equipment purchasing contract number FSA16-VEL24.0 for Police Rated, Administrative, Utility Vehicles, Trucks & Vans and contract #FSA16-VEH14.0 for Cab & Chassis & Other Fleet Equipment; effective dates: October 1, 2016 - September 30, 2017; and the City of Tallahassee Florida Purchase contract 2518 / Coggin Ford formerly known as Mike Davidson Ford; effective dates November 1, 2011-November 1, 2016 extended through January 31, 2017, and the State of Florida Motor Vehicle contract #25100000-16-1; effective dates: November 17, 2015-November 16, 2017. (Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments:
coggin letter.pdf
TALLAHASSEE CONTRACT 2518.pdf
Tallahassee CONTRACT EXTENSION.pdf
STATE CONTRACT 2 Amendment 1.pdf
STATE CONTRACT 1 Amendment 1.pdf
DORA-FORD QT.pdf
FSA C&C-EGU.pdf
FSA VEH CONTRACT (2).pdf
State of FL_DMS25100000-16-1.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 9, 2017
Agenda Date: January 24, 2017
Prepared By: Tony Jones, Fleet Manager
Through: Everett Wegerif P.E., Public Works Director
Requested Action:
Approval to participate in a cooperative purchase agreement for the purchase of vehicles and the associated equipment, utilizing the Florida Sheriffs Association and Florida Association of Counties vehicle / equipment purchasing contract number FSA16-VEL24.0 for Police Rated, Administrative, Utility Vehicles, Trucks & Vans and contract #FSA16-VEH14.0 for Cab & Chassis & Other Fleet Equipment; effective dates: October 1, 2016 - September 30, 2017 and the City of Tallahassee Florida Purchase contract 2518 / Coggin Ford formerly known as Mike Davidson Ford; effective dates: November 1, 2011-November 1, 2016 extended through January 31, 2017, and the State of Florida Motor Vehicle contract #25100000-16-1; effective dates: November 17, 2015-November 16,

2017

BACKGROUND:

The City of Cocoa Capital Vehicle Improvement Program implements a systematic replacement of vehicles and equipment. This program serves to minimize maintenance costs, equipment down time, vehicle equipment obsolescence, and to implement newer technology and more efficient vehicles. Staff has determined it to more efficient and cost effective to utilize existing vehicle purchasing agreements to maximize the City's purchasing power. These contracts vary in products, options and equipment package pricing. The City of Cocoa has one of the most diverse fleets in Brevard County, but this diversity is also fairly standardized. This is realized by choosing the correct vehicle, equipment and options to serve multiple department / division operations.

The Florida Sheriff's Association, State of Florida Office of Procurement and City of Tallahassee contracts will be utilized to purchase the needed vehicles, equipment and options. The Florida Sheriff's Association (FSA) went out for sealed bid in early 2016 for a variety of vehicle makes & models with several vehicles & equipment manufactures. That bid was awarded in October 2016. The State of Florida Procurement office conducted the same bidding process in 2015 and carried through 2017. The City of Tallahassee executed a contract for Ford vehicles through Coggin Ford (formerly known as Mike Davidson Ford) contract No. 2518. This contract was awarded on November 7, 2011 for a term of five years with one extension.

Some of the vehicles being purchased are highly specialized and will require additional after-market equipment and setup once the vehicle is received by the City. It is more cost effective to purchase and install the equipment (aluminum tool boxes, tool storage, lighting and other hard mount equipment) with City staff to ensure it is set up to meet the user's needs. The equipment will be purchased from local vendors in accordance with the City's procurement policies and procedures. The equipment purchases will not exceed the budgeted amounts.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

FY-2017 FLEET NEW VEHICLE PURCHASES

DEPT#	#	$ EACH	TOTAL BUDGET	QUOTE	DIFFERENCE +-	VEHICLE TYPE,	FORD QUOTE	OTHER EQU
421-1515-536.6400								
1515	6	$21,395	$128,370	$128,366.1	$3.90	FORD TRANSIT	$21,394.35	
001-3560-519.6400								
3560	1	$31,000	$31,000	$30,555.91	$444.09	FORD T250,	$25,655.91	$4,900.00
3560	1	$32,500	$32,500	$32,275.24	$224.76	FORD F250 Reg	$30,715.24	$1,560.00
					$668.85			

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421-4020-536.6400								
4020	1	$32,900	$32,900	$32,857.90	$42.10	FORD F250 CRE	$32,857.90	
4020	1	$30,000	$30,000	$26,839.24	$3,160.76	FORD F250 REG	$26,839.24	
4020	1	$25,000	$25,000	$24,969.15	$30.85	FORD F150 4X4	$23,971.15	$998.00
4020	1	$186,227	$186,000	$186,227.0	-$227.00	BOOM MOWEF		
					$3,006.71			
421-4025-536.6400								
4025	4	$25,000	$100,000	$101,733.6	-$1,733.64	FORD TRANSIT	$25,433.41	
4025	1	$32,900	$32,900	$30,716.00	$2,184.00	FORD F250 UTI	$30,716.00	
4025	1	$68,900	$68,900	$60,856.85	$8,043.15	FORD F550 CRE	$53,956.85	$6,900.00
4025	1	$35,775	$35,775	$30,052.24	$5,722.76	FORD F250 REG	$30,052.24	
					$14,216.27			
421-4055-536.6400								
4055	1	$27,000	$27,000	$26,059.09	$940.91	FORD F150 4X4	$26,059.09	
421-4125-536.6400								
4125	2	$27,000	$54,000	$55,106.48	-$1,106.48	FORD F250 UTI	$27,553.24	
4125	1	$35,408	$35,408	$32,709.74	$2,698.26	FORD F250 ,	$29,814.74	$2,895.00
4125	1	$24,000	$24,000	$25,384.00	-$1,384.00	FORD F150 CRE	$25,384.00	
					$208			

PREVIOUS ACTION:

NONE

RECOMMENDED MOTION:

Approval to participate in a cooperative purchase agreement for the purchase of vehicles and the associated equipment, utilizing the Florida Sheriffs Association and Florida Association of Counties vehicle / equipment purchasing contract number FSA16-VEL24.0 for Police Rated, Administrative, Utility Vehicles, Trucks & Vans and contract #FSA16-VEH14.0 for Cab & Chassis & Other Fleet Equipment effective dates; October 1, 2016 - September 30, 2017 and the City of Tallahassee Florida Purchase contract 2518 / Coggin Ford formerly known as Mike Davidson Ford; effective date is November 1, 2011, and the contract is in effect for 5 years and the State of Florida Motor Vehicle contract #25100000-16-1 effective dates November 1, 2015 thru November 30, 2017



To whom it may concern:

Asbury Jax Ford, LLC d/b/a Coggin Ford, has purchased Mike Davidson Ford effective July 1, 2015.

Future Purchase Order's will need to be made out to Coggin Ford. If there is any other paperwork needed on your end, please do not hesitate to contact Lisa Henson at 904-237-5452 or email lmarasco@cogginford.com.

Sincerely,

Robert Johnson
General Manager
Coggin Ford

City of Tallahassee Contract 2518 / Mike Davidson Ford

Vehicle Pricing Summary

Ford vehicles sold under Contract #2518 will be made available to all government entities within the State of Florida. The pricing for all vehicles, equipment, and accessories will be based on dealer's net cost plus 2%, minus Ford Government Price Concessions.

CONTRACT
No. 2518

THIS CONTRACT is executed this 7th day of November 2011 by and between the **CITY OF TALLAHASSEE**, a Florida municipal corporation, hereinafter called the "City", and **DAVIDSON FORD LTD, dba MIKE DAVIDSON FORD**, hereinafter called the "Contractor",

WITNESSETH:

WHEREAS, the City issued RFP No. 0020-11-KR-RC (such document and all addenda thereto, if any, being hereafter referred to as "RFP") seeking proposals for light duty vehicles, including associated accessories or equipment; and,

WHEREAS, on March 22, 2011, the Contractor submitted a certain proposal ("Proposal") in response to that RFP; and,

WHEREAS, the City and the Contractor desire to enter into a contract for the purchase of light-duty vehicles, including associated accessories or equipment, all as more particularly set forth in this Contract; provided, however, that nothing in this contract shall prevent the City from leasing or purchasing such vehicles from another dealer or manufacturer if in the City's opinion it is in their best interest.

NOW, THEREFORE, in consideration of the mutual promises and covenants, obligations, and terms hereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

SECTION 1.0 Purchase of Vehicles.

1.1 Contractor shall provide such light duty vehicles, including associated accessories or equipment ("Vehicles"), as the City may order from time to time. All Vehicles shall be priced, designed, manufactured, and equipped in accordance with the specifications set forth in the Proposal and applicable Change Orders executed by the parties unless otherwise stated in this Contract. All Vehicles shall conform and comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations. If so requested by the City, Contractor shall install associated accessories or equipment or shall cause the manufacturer of associated accessories or equipment to install or mount the same.

1.1.1 The Contractor and the City Fleet Management Division ("FMD") may schedule the following meetings with respect to each order received from the City.

(i) A pre-production meeting to completely review the Vehicle specifications prior to commencing assembly or production. At the discretion of the City, this meeting will be held by conference call or on site at either FMD or the Contractor's facilities.

(ii) A second meeting, if required by the City, will be held either by conference call or on site at FMD or the Contractor's facilities, as determined by the City.

(iii) A final review and inspection when each Vehicle is considered by the Contractor to be complete. In addition to a complete inspection, City representatives will conduct a full performance test of each Vehicle, including all integral systems. The Contractor shall provide all technical information and representatives reasonably required to assist the City in these inspections and shall make available to the City all reasonably required third-party certifications. A technician shall be available to complete any needed repairs or to replace items not meeting specifications. At the option of the City, this meeting will be held either at FMD facilities or at the Contractor's facilities. The contractor shall be responsible for all accessories and equipment installed or provided by the Contractor or the manufacturer under this Contract; however, the Contractor will not be responsible for any accessories or equipment that is provided or installed by other contractors at the direction of the City.

The Contractor shall coordinate arrangements for these meetings with FMD staff at least three weeks prior to the scheduled meeting. The Contractor shall bear all costs related to participation of its representatives or personnel in these meetings and activities.

1.1.2 The City or the Contractor, at any time, may request changes in the specifications or requirements related to particular Vehicles. No changes shall become effective until reduced to writing and signed by duly authorized representatives of each party ("Change Order"). All such Change Orders shall include, as a minimum, the following information:

(i) The specific changes to be made;

(ii) Changes, if any, in the time for delivery of each completed Vehicle; and,

(iii) Changes in the price of each completed vehicle and associated accessories or equipment.

SECTION 2.0 PURCHASE OF PARTS.

2.1 The Contractor shall provide such parts for all Vehicles as the City may order from time to time. The Contractor shall provide on-line parts ordering capability, if available, for the City and, upon request, will provide original manufacturer part numbers. All parts ordered by the City shall be delivered FOB to FMD facilities on the next business day from placement of the order. Orders received by Contractor after 4:00 p.m. (ET) will be considered as being received on the following business day. Delays in shipment beyond the reasonable control of the Contractor shall be subject to Section 11.1; provided, however, the Contractor, in such event, shall promptly notify the City regarding the details of any such delay so the City can make a final determination regarding responsibility. Long lead time parts or components not reasonable to inventory or fabricated components not reasonable to inventory are examples of orders that may require a longer delivery time. The Contractor shall expedite all such orders as reasonably timely as is possible.

SECTION 3.0 TERM.

The Term of this Contract shall be a period of five (5) years, commencing on the date executed by the City unless earlier terminated in accordance with the terms of this Contract. Such term may be extended for an additional five (5) year period, subject to mutual agreement of the parties.

SECTION 4.0 CONTRACT PRICING AND PAYMENT.

4.1 Vehicles.

4.1.1 During the Term, the City shall pay the Contractor for each Vehicle ordered and accepted by the City based upon the Contractor's current pricing at the time a particular order is placed, provided, however, that such price shall not exceed the following:

(i) for the current model year, the initial prices as set forth in the Proposal; or

(ii) for subsequent model years, the purchase price paid for such model during the preceding model year plus any price increases from the manufacturer, but the City reserves the right to purchase

from any other manufacturer/dealer at its option if in the opinion of the City the manufacturer raised prices above industrial standards.

4.1.2 All prices shall be F.O.B. City of Tallahassee, FMD facilities (400 Dupree Street, Tallahassee, Florida). In addition to the limitations set forth in Section 4.1.1 above, the prices offered to the City during the term of this Contract shall be no greater than the lowest price offered by the Contractor to any governmental agency customer. The lowest price shall be based on the total price for each Vehicle, including accessories, equipment or components such as bodies. The City shall have the right to annually review and audit all Contractor contracts and sales records to verify that the Contractor is in compliance with this most favored pricing requirement. If the Contractor is found not to be in compliance, the City will notify the Contractor, in writing, of such fact, and the Contractor, within 30 days of its receipt of such notice, shall pay to the City the applicable price differential for each affected Vehicle purchased by the City, plus interest thereon at the rate of six percent (6%), for the period from the date of final acceptance of each Vehicle through the date of such notice from the City.

4.2 Parts and Accessories. The Contractor shall sell to the City all parts and accessories, including OEM parts, at Contractor's cost plus 10%. The City shall also pay applicable freight charges. The City shall also pay applicable freight charges. The City will maintain a stock of parts and accessories at its FMD facilities to support repair and maintenance of the Vehicles. The Contractor agrees to furnish all parts and accessories ordered by the City under consignment. Not later than the tenth day of each month, FMD staff will submit a monthly report to the Contractor identifying the parts and accessories used during the preceding month, and the Contractor shall render an invoice for such parts and accessories to the City. The pricing offered to the City during the term of this Contract shall be no greater than the lowest price offered by the Contractor to any other governmental customer. The City shall have the right to annually review and audit all Contractor records to verify that the Contractor is in compliance with this pricing requirement. If the Contractor is found not to be in compliance, the City will notify the Contractor, in writing, of such fact, and the Contractor, within 30 days of its receipt of such notice, shall pay to the City the applicable price differential for all affected parts and accessories purchased by the City, plus interest thereon at the rate of six percent (6%), for the period from the date of delivery of the affected parts or accessories through the date of such notice from the City. Upon expiration or earlier termination of this Contract, the City will either pay for or return to the Contractor all such parts and accessories remaining in stock. The Contractor shall not charge a restocking fee or assess any other charge associated with any returned parts.

4.3 Payment.

4.3.1 Vehicle prices shall be F.O.B. FMD facilities.

4.3.2 All proper invoices shall be paid by the City in accordance with the Florida Local Government Prompt Payment Act, Section 218.70, Florida Statutes.

4.3.3 In addition to other remedies available under this Contract, the City shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Contractor any sums or amounts which the Contractor may owe to the City pursuant to provisions of this Contract, as a result of breach or termination of this Contract, or otherwise.

SECTION 5.0 DELIVERY AND ACCEPTANCE

5.1 The Contractor shall deliver, or shall cause the manufacturer to deliver, all Vehicles in accordance with the schedule set forth in the Proposal or such other time period as may be agreed by the parties. The Contractor and the City agree that timely delivery of each Vehicle is of the essence of this Contract, that the City will suffer damages in the event of a failure to so perform, and that such damages may be difficult to precisely calculate or prove. As a result, the Contractor shall pay to the City, as liquidated damages and not as a penalty, the amount of $100 per day, or portion thereof, for each day of delay in delivery of each Vehicle ordered by the City. Such liquidated damages shall be paid in addition to any other recourse that may be available to City in the event that there is an adjustment to the delivery schedule the City will be notified in writing.

5.2 The Contractor shall, or shall cause the manufacturer to, fully assemble, service, and adjust each Vehicle, including associated accessories or equipment installed by the Contractor, prior to delivery and shall demonstrate, to the satisfaction of the City, that each delivered Vehicle meets all applicable specifications and requirements, as set forth in this Contract and as agreed upon by the parties, and all representations of the manufacture. The delivery schedules shall be agreed upon at the first pre-construction meeting, but is subject to change and the City will be notified as of why the adjustment is necessary. If the change is not agreeable to the City, it can cancel the order without penalty or liability of any kind to the Contractor. The Contractor shall be responsible for, and shall bear all risk of loss and damage to each Vehicle until it is delivered to the City at its specified location.

5.3 Delivery of a Vehicle to the City does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect and test each delivered Vehicle to determine whether it meets all specifications and requirements set forth in this Contract and within seven (7) days following delivery, the City shall notify the Contractor, in writing, or by verifiable email of either its final acceptance of each Vehicle or the failure of such Vehicle to meet such specifications and requirements. In the latter case, the Contractor, within ten (10) days following its

receipt of written notice from the City, shall deliver to the City a detailed proposal and schedule for corrective action. If the proposed corrective action is acceptable to the City, the Contractor will be given a written notice to proceed, and a new inspection, testing, and notice process shall commence upon completion of corrective action. If the proposed corrective action or schedule is not acceptable, or if approved corrective action is not timely completed, the City may refuse the affected Vehicle. All adjustments associated with placing a unit in-service will continue to be the responsibility of the Contractor.

5.4 With each Vehicle, the Contractor shall deliver to the City, in an electronic format acceptable to the City, the following:

(i) one (1) copy of the associated technical and service manuals, per model; DVD preferred; and

(ii) a copy of the manufacturer's preventive maintenance schedule; and,

(iii) the manufacturer's statement of origin, title application, and all warranty documents.

5.5 All Vehicles delivered to the City shall be owned by the Contractor and shall be delivered free and clear of all liens and security interests of any kind.

SECTION 6.0 INDEMNIFICATION.

6.1 The Contractor shall indemnify and save harmless the City, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever, including reasonable attorney's fees and costs of litigation, to the extent arising out of or caused by any act or omission of the Contractor, its subcontractors, or their respective employees, officers, directors, or agents, in the performance under this Contract. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

6.2 The Contractor shall, at its sole expense, defend any claim, suit or proceeding brought against the City, its officials or employees, to the extend such claim, suit or proceeding is based on a claim that any Vehicle, associated accessories or equipment, or any process involved in manufacture of the same, or any parts, or equipment, furnished under this Contract (collectively, "Infringing Work") constitutes infringement of any registered patent of the United States of America or county of manufacture, provided that City shall give the Contractor prompt written notice of any such claim, suit or proceeding and shall give the Contractor authority, information and assistance in a timely manner for the defense of the

same. The Contractor shall indemnify and hold the City, its officials or employees, harmless from and against all costs and damages awarded, and all attorneys' fees incurred or awarded, in any suit or proceeding so defended. The Contractor will not be responsible for any settlement or proceeding made without its prior written approval. In case said Infringing Work is held to constitute an infringement and the use of said Infringing Work is enjoined, the Contractor shall, at its own expense and at its option, either (a) procure for City the right to continue using said Infringing work, (b) replace said Infringing Work with substantially equivalent, equally functional, non-infringing Work, parts or combination thereof, or (c) modify such Infringing Work so that it becomes non-infringing, while maintaining the same functionality.

SECTION 7.0 INSURANCE.

7.1 Within thirty (30) days following the commencement of the term of this Contract, Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Scope of Services hereunder by Contractor, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne by Contractor.

7.1.1 Contractor shall maintain the following coverage with limits no less than the indicated amounts:

(a) *Commercial General/Umbrella Liability Insurance* - $1,000,000 limit per occurrence for property damage and bodily injury. The certificate of insurance shall state whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

(i) Premise/Operations
(ii) Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
(iii) Products/Completed Operations
(iv) Contractual
(v) Independent Contractors
(vi) Broad Form Property Damage
(vii) Personal Injury

(b) *Business Automobile/Umbrella Liability Insurance* - $1,000,000 limit per accident for property damage and personal injury.

(i) Owned/Leased Autos
(ii) Non-owned Autos

(iii) Hired Autos

(c) *Workers' Compensation and Employers'/Umbrella Liability Insurance* - Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes. This policy should include Employers'/Umbrella Liability Coverage for $1,000,000 per accident.

7.1.2 ***Other Insurance Provisions***

(a) *Commercial General Liability and Automobile Liability Coverage*

(i) City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor or premises on which Contractor is performing Services on behalf of City. The coverage shall contain no special limitations on the scope of protection afforded to City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

(ii). The Contractor insurance coverage shall be primary insurance as respects City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

(iv) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) *Workers' Compensation and Employers' Liability and Property Coverage*

The insurer shall agree to waive all rights of subrogation against City, member of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of Services under this Contract.

(c) *All Coverage*

(i) Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to City in accordance with this Contract.

(ii) If Contractor, for any reason, fails to maintain any insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from said breach.

(iii) Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

7.1.3 ***Deductibles and Self-Insured Retention's***

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

7.1.4. ***Acceptability of Insurers***

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

7.1.5. ***Verification of Coverage***

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized

by that insurer to bind coverage on its behalf. Upon execution of the contract documents, the certificates and endorsements are to be received and approved by City before work commences.

SECTION 8.0 TERMINATION.

8.1 In addition to other such rights set forth in this Agreement, the City or the Contractor can terminate this Contract if the other party fails to comply with any of the terms or conditions of this Contract or defaults in performance of any of its obligations under this Contract and fails, within thirty (30) calendar days after written notice from the non-defaulting party, to correct such default or noncompliance.

8.2 Provided there are no pending orders for Vehicles that have not been either accepted or rejected by the City, the City or the Contractor may, by written notice to the other party, terminate this Contract. In the event of such termination, the City shall pay the Contractor for all Vehicles accepted by the City as of the effective date of the termination.

SECTION 9.0 WARRANTY AND MAINTENANCE.

9.1 Each Vehicle shall be warranted as set forth in the Proposal and the individual warranty documents delivered with each Vehicle.

9.2 Through the manufacturer, the Contractor will make available to the City, at any time during the first twelve months after each Vehicle has been placed into service, the option to purchase an extended warranty for such Vehicle at the Contractor's cost of such warranty from the manufacturer.

9.3 The Contractor shall provide training as provided in the Proposal. Although the City will have the capability and expertise to repair each Vehicle under warranty, the City prefers to have the Contractor complete all warranty work, and the City shall perform such work only in the event of exigent circumstances. The Contractor, within thirty (30) days of receipt of an invoice therefore, will pay the City for all such warranty work completed by the City in an amount equal to the fully-loaded costs for personnel performing such work and all required parts and materials. At the request of the Contractor, the City will provide documentation of such costs.

9.4The Contractor, at the option of the City, will place at least one equipment technician, provided by the Contractor, at FMD facilities. The technician will be approved by the City's Superintendent, Fleet Management ("Superintendent"). This technician shall facilitate and expedite both warranty-related work, provided the

manufacturer authorizes the Contractor to perform of such work at FMD facilities, and general repairs, as directed by the Superintendent. The Contractor shall process all required documentation in conjunction with warranty-related work or claims. The City shall not be obligated to pay the Contractor for any warranty-related repairs or replacements; however, the Contractor shall be entitled to receive any reimbursement or payment that may be offered by the manufacturer with respect to warranty repairs, replacements, or claims performed or paid by the Contractor. Non-Warranty repairs performed by the Contractor's technician at the City's direction will be billed to the City at the Contractor's actual cost plus 20%; provided, however, that at no time shall that total cost exceed $57.00 per hour. Warranty related activities will be the first responsibility of the technician. In cases where the amount of warranty work does not require 40 hours in a particular week the City shall provide non-warranty assignments to the technician; however, warranty and non-warranty assignments together shall not exceed 40 hours in any week. Payment by the City will not include vacation time, holidays, sickness or training to keep skills updated.

SECTION 10.0 MISCELLANEOUS PROVISIONS.

10.1 Time shall be of the essence in performance of this Contract; provided, however, that either party shall be excused from timely performance under this Contract to the extent that, but only to the extent that, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence of, the party claiming such excuse from timely performance.

10.2 Failure to enforce or insist upon compliance with any of the terms or conditions of this Contract or failure to give notice or declare this Contract terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.

10.3 If written notice to a party is required under this Contract, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to Contractor as follows: (Email notification is OK)

Mike Davidson Ford
9650 Atlantic Blvd.
Jacksonville, Fl. 32225
Attn: John Rossodivito

and to the City as follows:

City of Tallahassee
Fleet Management Division

400 Dupree Street
Tallahassee, Florida 32304
Attn: Fleet Superintendent

10.4 Contractor shall not assign any of their rights or obligations under this Contract without prior approval by the City.

10.5 Contractor shall be responsible for the actions of any and all of their subcontractors and consultants. Neither subcontractors nor any consultants shall interface directly with the City.

10.6 This Contract and every question arising hereunder shall be construed, interpreted, or determined according to the laws of the State of Florida. Venue for any action brought in relation to this Contract shall be placed in a court of competent jurisdiction in Leon County, Florida.

10.7 As required by Section 287.133, (2 (a), Florida Statues, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.010 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

10.8 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either City or Contractor. The section headings appearing herein are for the convenience of the parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Contract. If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provisions valid, then the provision shall have the meaning which renders it valid.

10.9 Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, gender, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without

regard to race, creed, color, sex, marital status or national origin. The Contractor will post a copy of this pledge in a conspicuous place, available to all employees and job applicants and will place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".

10.10 The Contractor shall make Vehicles available to other governmental entities on the same terms and conditions as set forth in this Contract; provided, however, that such terms shall not include Section 4.2, Section 9.2, or Section 9.4. Should any such entity purchase a Vehicle on such basis, the Contractor shall report such purchases to the City and, within thirty (30) days following final payment for each such purchase, shall provide a credit to the City in the amount of $75.00 per Vehicle. If such credit is not used within 6 months after being credited to the City, the City shall have the option of receiving payment from the Contractor, as opposed to a credit, in the same amount. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after the expiration of such term.

10.11 It is understood and agreed that this Contract, including exhibits and references (if any), is the entire Contract between the parties and supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof. City and Contractor, by mutual agreement, may change or amend the terms and conditions of this Contract. All such changes or amendments shall be set forth in a written amendment to this Contract.

10.12 If any portion of this Contract, or any Exhibit or portion thereof, is held to be invalid by a court of law, such provision shall be considered severable, and the remainder of this Contract shall be construed and enforced in a manner consistent with the intent of the Parties. Should any provision of this Agreement directly conflict with a provision of the RFP or the Proposal, the provision of this Agreement shall control.

10.13 It is the intent of the Parties that any provision of this Agreement that, by its terms or by any reasonable interpretation thereof, is intended to survive termination (whether by expiration, default, extinguishment or otherwise) of this Agreement, including indemnity obligations, will do so.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives, effective the date first above written.

CITY OF TALLAHASSEE

Attest:

By: _____
James O. Cooke, IV
Interim City Treasurer-Clerk

By: _____
Cathy Davis
Manager for Procurement Services

Approved as to form:

By: _____
City Attorney

_____
Witness as to the Contractor

DAVIDSON FORD LTD., dba
MIKE DAVIDSON FORD

By: _____
(Type or print name and title of signatory)

_____
Witness as to the Contractor

CITY OF TALLAHASSEE

An All-America City

October 25, 2016

Mr. Keith Style, CFO
Asbury Jax Ford, LLC d/b/a Coggin Ford
9650 Atlantic Boulevard
Jacksonville, Florida 32225

Subject: Contract Extension

Re: Contract 2518A
GVWR Weight Classes One Through Six Vehicles (RFP 0020-11-KR-RC)

Dear Mr. Style,

This letter shall serve as the City's formal notice of intent to extend the above referenced contract from November 1, 2016 through January 31, 2017, in accordance with subject contract, Section 3.

Should you have any questions, please contact Keith Milton at 850-891-8289.

Sincerely,

Andre Libroth
Manager for Procurement Services

ACKNOWLEDGMENT OF ACCEPTANCE

Contractor's Signature

George Karolis, Sr. VP, 11.2.16
Printed Name, Title and Date

AL/km

POLICE DEPARTMENT
234 East Seventh Avenue
Tallahassee, FL 32303
850-891-4200
TDD: 711 • Talgov.com

ANDREW D. GILLUM
Mayor

RICARDO FERNANDEZ
City Manager

SCOTT MADDOX
Commissioner

LEWIS E. SHELLEY
City Attorney

NANCY MILLER
Commissioner

JAMES O. COOKE, IV
City Treasurer-Clerk

CURTIS RICHARDSON
Commissioner

T. BERT FLETCHER
City Auditor

GIL D. ZIFFER
Commissioner

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

AMENDMENT 1
STATE TERM CONTRACT NUMBER 25100000-16-1
Motor Vehicles

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT made effect October 26, 2016 , by and between Moore Family Management DBA: Rountree Moore Chevrolet, Cadillac, Nissan, hereinafter "Assignor", having its principal office at 4316 W. US Hwy 90 Lake City, Florida 32055 and Lake City G Automotive Management, LLC DBA: Rountree Moore Chevrolet Cadillac; and Lake City N Automotive Management, LLC DBA: Rountree Moore Nissan hereinafter "Assignees", having their principle offices at 4282 W. US Hwy 90 Lake City, Florida 32055 and the State of Florida Department of Management Services hereinafter "Department" In consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, witnesseth:

RECITALS

I. Assignor entered into a state term contract with the Department on November 17, 2015, identified as Motor Vehicles 25100000-16-1, hereinafter "Contract";

II. Assignor wishes to assign all of its rights and obligations under the Contract to Assignees; and

III. The General Contract Conditions or Paragraph 29 of the PUR 1000 (incorporated by referenced into the Contract) requires the prior written consent of the Department to assign this Contract;

IV. Assignor represents that Assignees can assume and fully perform the Contract;

V. In support of this assignment, Assignees represents that it can assume and fully perform the Contract as reflected in the attached letter to the Department.

NOW THEREFORE, for the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals II, IV and V, are stated by Assignor and Assignees as true, intended by Assignor and Assignees to induce the Department to enter into this Assignment Agreement, and are incorporated by reference as if fully stated herein.

2. Assignor and Assignees hereby agree that the Assignor shall assign all its right, title, and interest, and delegate all its obligations responsibilities and duties, in and to the Contract, to Assignees.

3. The Department consents to the assignment.

4. Assignees hereby accepts the assignment of all of Assignor's obligations responsibilities and duties under the Contract and all of Assignor's right, title and interest in and to the Contract.

5. The parties agree that this Assignment Agreement operates as an assignment of the Contract, establishing a new contractual relationship is hereby entered into by and between the Department and Assignees.

6. Assignor agrees to defend and indemnify the State of Florida from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from Assignor's performance prior to the assignment of the Contract

7. Assignees agrees to indemnify the State of Florida from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from Assignees' performance after the assignment of the Contract.

8. The Department in executing its consent to this Assignment, does not release Assignor from any claims or remedies it may have against Assignor arising prior to the effective date of the assignment of the Contract.

9. Through this Assignment Assignor's book of business related to this Contract has be divided among the Branded product lines consistent with the Contract pricing schedule. Assignment does not alter, expand or decrease the required offerings under Contract.

The following Amend the Contract with the latest State approved Contract terms:

10. **Public Record:** The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.
Solely for the purposes of this section the contract manager is the agency custodian of public records, unless another is designated per (e), below.

    If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Contractor shall:

    (a) Keep and maintain public records required by the public agency to perform the service;

    (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

    (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;

    (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all

applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and

(e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

11. **Transaction Fees.** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

12. **Cooperation with Inspector General.** Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

13. To the extent any of the terms of this Agreement conflict with the terms of the Contract, the terms of this Agreement shall control. All other terms of the Contract remain in full force and effect.

14. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first above written by their duly authorized representatives.

State of Florida,
Department of Management Services:

By: _____

Name: Debra Forbess

Title: Dir of Finance & Admin

Date: 10/31/16

Assignor: Moore Family Management
DBA: Rountree Moore
Chevrolet, Cadillac Nissan

By: _____

Name: **Rick Hoening**

Title: **Comm./ Gov. Sales Director**

Date: 10/26/16

Assignee: Lake City G Automotive
Management, LLC
DBA: Rountree Moore
Chevrolet Cadillac

By: _____

Name: **Rick Hoening**

Title: **Comm./ Gov. Sales Director**

Date: 10/26/16

Assignee: Lake City N Automotive
Management, LLC
DBA: Rountree Moore
Nissan

By: _____

Name: **Rick Hoening**

Title: **Comm./ Gov. Sales Director**

Date: 10/26/16

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
state purchasing
We serve those who serve Florida

AMENDMENT 1
STATE TERM CONTRACT NUMBER 25100000-16-1
Motor Vehicles

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT made effect October 26, 2016 , by and between Moore Family Management DBA: Rountree Moore Toyota, hereinafter "Assignor", having its principal office at 1232 W. US Hwy 90 Lake City, Florida 32055 and Lake City T Automotive Management, LLC DBA: Rountree Moore Toyota hereinafter "Assignee", having its principle offices at 1232 W. US Hwy 90 Lake City, Florida 32055 and the State of Florida Department of Management Services hereinafter "Department" in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, witnesseth:

RECITALS

I. Assignor entered into a state term contract with the Department on November 17, 2015, identified as Motor Vehicles 25100000-16-1, hereinafter "Contract";

II. Assignor wishes to assign all of its rights and obligations under the Contract to Assignee; and

III. The General Contract Conditions or Paragraph 29 of the PUR 1000 (incorporated by referenced into the Contract) requires the prior written consent of the Department to assign this Contract;

IV. Assignor represents that Assignee can assume and fully perform the Contract;

V. In support of this assignment, Assignee represents that it can assume and fully perform the Contract as reflected in the attached letter to the Department.

NOW THEREFORE, for the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals II, IV and V, are stated by Assignor and Assignee as true, intended by Assignor and Assignee to induce the Department to enter into this Assignment Agreement, and are incorporated by reference as if fully stated herein.

2. Assignor and Assignee hereby agree that the Assignor shall assign all its right, title, and interest, and delegate all its obligations responsibilities and duties, in and to the Contract, to Assignee.

3. The Department consents to the assignment.

4. Assignee hereby accepts the assignment of all of Assignor's obligations responsibilities and duties under the Contract and all of Assignor's right, title and interest in and to the Contract.

5. The Parties agree that this Assignment Agreement operates as an assignment of the Contract, establishing a new contractual relationship is hereby entered into by and between the Department and Assignee.

6. Assignor agrees to defend and indemnify the State of Florida from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from Assignor's performance prior to the assignment of the Contract

7. Assignee agrees to indemnify the State of Florida from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from Assignee's performance after the assignment of the Contract.

8. The Department in executing its consent to this Assignment, does not release Assignor from any claims or remedies it may have against Assignor arising prior to the effective date of the assignment of the Contract.

9. Through this Assignment Assignor's book of business related to this Contract has be divided among the Branded product lines consistent with the Contract pricing schedule. Assignment does not alter, expand or decrease the required offerings under Contract.

The following Amend the Contract with the latest State approved Contract terms:

10. **Public Record:** The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.
Solely for the purposes of this section the contract manager is the agency custodian of public records, unless another is designated per (e), below.

    If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Contractor shall:

    (a) Keep and maintain public records required by the public agency to perform the service;

    (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

    (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;

    (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all

applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and

(e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

11. **Transaction Fees.** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

12. **Cooperation with Inspector General.** Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

13. To the extent any of the terms of this Agreement conflict with the terms of the Contract, the terms of this Agreement shall control. All other terms of the Contract remain in full force and effect.

14. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first above written by their duly authorized representatives.

State of Florida,
Department of Management Services:

Toyota

By: _____

Name: Debra Forbess

Title: Dir of Finance & Admin

Date: 10/31/16

Assignor: Rountree-Moore Motors, LLLP
Moore Family Management
DBA: Rountree Moore

By: _____

Name: Rick Hoening

Title: Comm./ Gov. Sales Director

Date: 10/26/16

Assignee: Lake City T Automotive Management, LLC
DBA: Rountree Moore Toyota

By: _____

Name: Rick Hoening

Title: Comm./ Gov. Sales Director

Date: 10/26/16

Everglades Farm Equipment

Florida Sheriffs Contract Quote

JOHN DEERE

GOVERNMENT AGENCY INFORMATION

Invoice to:	CITY OF COCOA	Ship to:	CITY OF COCOA
Address:		Address:	
City, State, Zip:		City, State, Zip:	
Contact Name:		Contact Name:	
Phone:		Phone:	

VENDOR	DELIVERING DEALER
Alamo Industrial Inc. 1502 E Walnut St. Seguin, Tx 78155 Fax - 352-315-1025	Everglades Farm Equipment 1800 US Hwy 441 Leesburg, Fl 34728 Contact : Terry Hunter: 321-439-5222

Florida Sheriffs Contract
Contract # FSA16-VEH14.0
Effective Date: Oct 1, 2016 - Sept. 30, 2017

DATE: 11/14/2016

**Discounts off MSRP prices on non-spec options per contract

Order Codes	Description	Up-Downgrade/Option		Contract Price per Unit	Total Contract Price
SPEC #23	JD 6120M 4WD WITH ALAMO BOOM	BASE		$ 128,737.00	$ 128,737.00
				$ -	$ -
JD6130MC4NT2	JD 6130M CAB,TIVB W/NOKIAN TIRES	UPGRADE		$ 20,238.00	$ 20,238.00
				$ -	$ -
MV28JYSTK60	MAVERICK 28', JOYSTICK CONTROL	UPGRADE		$ 26,845.00	$ 26,845.00
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
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				$ -	$ -
				$ -	$ -
				$ -	$ -
Non-Contract:					
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
Trade-In:					
				$ -	$ -
				$ -	$ -
				$ -	$ -
				Equipment Price	$ 175,820.00
				Non-Contract Equipment (if applicable)	$ -
				Total Purchase Price	$ 175,820.00
				Quantity Purchased	
				Less Trade-in (if applicable)	$ -
				Subtotal	$ 175,820.00
Municipal Lease? Yes ___ No ___ Contract # ___				Plus Tax: % (if applicable)	
Retail Note? Yes ___ No ___ Contract # ___					
Everglades Farm Equipment - John Deere Authorized Vendor & Delivering Dealer - FSA Contract # FSA16-VEH14.0					
If tax exempt please submit tax exemption certificate with purchase order.				Total Contract Price	$ 175,820.00
Please submit this form along with the purchase order.					

QUOTE

DATE:

BILL TO: CITY OF COCOA
TONY JONES
REPLACING#
175,19,39,45,71,90,91
DEPARTMENT # 1515

CITY OF TALLAHASSEE VEHICLE CONTRACT QUOTE		AMOUNT
Contract Number		**2518**
2017 TRANSIT CONNECT CARGO VAN XL (S6E)	$	21,681.72
DAY TIME RUNNING LIGHTS	INCLUDED	
FIXED REAR DOOR GLASS	INCLUDED	
FIXED GLASS ON BOTH SIDES	INCLUDED	
SLIDING DOORS		
AFTERMARKET		
MESH PARTITION	$	500.00
	$	-
	$	-
	$	-
	$	-
TRANSPORTATION	$	250.00
Subtotal	**$**	**22,431.72**
Ford Government Price Concession (GPC)	$	(1,586.00)
Tallahassee Contract Fee	$	100.00
Contract negotiated dealer Markup	$	448.63
Total		
SUBTOTAL	$	21,394.35
TAX RATE		
SALES TAX		-
OTHER		
TOTAL	**$**	**21,394.35**

Customers Approval for above work:_____

!

QUOTE

DATE:

BILL TO: CITY OF COCOA
TONY JONES
DEPARTMENT# 3560

CITY OF TALLAHASSEE VEHICLE CONTRACT QUOTE		AMOUNT
Contract Number		**2518**
2017 TRANSIT T250 LOW ROOF CARGO VAN 130"WB (R1Z)	$	29,783.44
BASE MODEL		
AFTERMARKET		
CARGO PARTITAN	$	790.00
ALUMINUM SIDE ACCESS ROTATION LADDER RACK	$	1,700.00
	$	-
	$	-
	$	-
	$	-
Transporation	$	250.00
Subtotal	**$**	**32,523.44**
Ford Government Price Concession (GPC)	$	(7,618.00)
Tallahassee Contract Fee	$	100.00
Contract negotiated dealer Markup	$	650.47
Total		
SUBTOTAL	$	25,655.91
Customers Approval for above work:_____ *TAX RATE*		
SALES TAX		-
OTHER		
TOTAL	**$**	**25,655.91**

quote

DATE:

BILL TO: CITY OF COCOA
TONY JONES
DEPARTMENT# 4020

CITY OF TALLAHASSEE VEHICLE CONTRACT QUOTE		AMOUNT
Contract Number		**2518**
2017 F150 4X4 (F1E) 6.5 BOX	$	29,597.44
DAY TIME RUNNING LIGHTS	INCLUDED	
POWER EQUIPMENT GROUP	INCLUDED	
AFTERMARKET		
	$	-
	$	-
	$	-
	$	-
	$	-
TRANSPORTATION	$	250.00
Subtotal	$	**29,847.44**
Ford Government Price Concession (GPC)	$	(6,000.00)
Tallahassee Contract Fee	$	100.00
Contract negotiated dealer Markup	$	596.95
Total		
SUBTOTAL	$	24,544.39
TAX RATE		
SALES TAX		-
OTHER		
TOTAL	$	**24,544.39**

Customers Approval for above work:_____

QUOTE

DATE:

BILL TO: CITY OF COCOA
TONY JONES
DEPARTMENT# 4025

CITY OF TALLAHASSEE VEHICLE CONTRACT QUOTE		AMOUNT
Contract Number		**2518**
2017 TRANSIT T150 LOW ROOF CARGO VAN 130"WB (R1Z)	$	28,988.44
DAY TIME RUNNING LIGHTS	INCLUDED	
AFTERMARKET		
CARGO PARTITION	$	3,060.00
CDI-4865P 2EACH LEFT/RIGHT		
SIDE OVER WHEEL WELL SK-2012-20W X 48D x 12H AMERICAN VAN	$	-
	$	-
	$	-
	$	-
TRANSPORTATION	$	250.00
Subtotal	**$**	**32,298.44**
Ford Government Price Concession (GPC)	$	(7,611.00)
Tallahassee Contract Fee	$	100.00
Contract negotiated dealer Markup	$	645.97
Total		
SUBTOTAL	$	25,433.41
TAX RATE		
SALES TAX		-
OTHER		
TOTAL	**$**	**25,433.41**

Customers Approval for above work:_____

!

QUOTE

DATE:

BILL TO: CITY OF COCOA
TONY JONES
DEPARTMENT# 4025

CITY OF TALLAHASSEE VEHICLE CONTRACT QUOTE		AMOUNT
Contract Number		**2518**
2017 TRANSIT T150 LOW ROOF CARGO VAN 130"WB (R1Z)	$	29,822.44
DAY TIME RUNNING LIGHTS	INCLUDED	
AFTERMARKET		
CARGO PARTITION	$	3,060.00
CDI-4865P 2EACH LEFT/RIGHT		
SIDE OVER WHEEL WELL SK-2012-20W X 48D x 12H AMERICAN VAN	$	-
	$	-
	$	-
	$	-
TRANSPORTATION	$	250.00
Subtotal	**$**	**33,132.44**
Ford Government Price Concession (GPC)	$	(7,618.00)
Tallahassee Contract Fee	$	100.00
Contract negotiated dealer Markup	$	662.65
Total		
SUBTOTAL	$	26,277.09
Customers Approval for above work:_____ *TAX RATE*		
! *SALES TAX*		-
OTHER		
TOTAL	**$**	**26,277.09**

QUOTE

DATE:

BILL TO: CITY OF COCOA
TONY JONES
DEPARTMENT# 4025

CITY OF TALLAHASSEE VEHICLE CONTRACT QUOTE		AMOUNT
Contract Number		**2518**
2017 TRANSIT T150 LOW ROOF CARGO VAN 130"WB (R1Z)	$	29,822.44
DAY TIME RUNNING LIGHTS	INCLUDED	
AFTERMARKET		
	$	-
	$	-
	$	-
	$	-
	$	-
TRANSPORTATION	$	250.00
Subtotal	**$**	**30,072.44**
Ford Government Price Concession (GPC)	$	(7,618.00)
Tallahassee Contract Fee	$	100.00
Contract negotiated dealer Markup	$	601.45
Total		
SUBTOTAL	$	23,155.89
Customers Approval for above work:_____ *TAX RATE*		
SALES TAX		-
OTHER		
TOTAL	**$**	**23,155.89**

Quote

DATE:

BILL TO: CITY OF COCOA
TONY JONES
DEPARTMENT# 4025

CITY OF TALLAHASSEE VEHICLE CONTRACT QUOTE		AMOUNT
Contract Number		**2518**
2017 F-250 REG CAB 4X2 8' BOX 142" WB SRW XL (F2A)		$ 29,804.16
DAY TIME RUNNING LIGHTS		INCLUDED
AFTERMARKET		
TOMMY LIFT GATE		$ 2,450.00
UTILITY BODY		$ 4,200.00
MASTERLOCK		$ 300.00
CAB PROTECTOR		$ 400.00
		$ -
		$ -
		$ 250.00
Subtotal		**$ 37,404.16**
Ford Government Price Concession (GPC)		$ (8,200.00)
Tallahassee Contract Fee		$ 100.00
Contract negotiated dealer Markup		$ 748.08
Total		
	SUBTOTAL	$ 30,052.24
Customers Approval for above work:_____	*TAX RATE*	
/	*SALES TAX*	-
	OTHER	
	TOTAL	**$ 30,052.24**

QUOTE

DATE:

BILL TO: CITY OF COCOA
TONY JONES
DEPARTMENT# 4055

CITY OF TALLAHASSEE VEHICLE CONTRACT QUOTE		AMOUNT	
Contract Number			**2518**
2017 F150 4X4 (F1E) 6.5 BOX		$	29,597.44
DAY TIME RUNNING LIGHTS		INCLUDED	
POWER EQUIPMENT GROUP		INCLUDED	
AFTERMARKET			
BED COVER PAINT TO MATCH		$	1,485.00
		$	-
		$	-
		$	-
		$	-
TRANSPORTATION		$	250.00
Subtotal		**$**	**31,332.44**
Ford Government Price Concession (GPC)		$	(6,000.00)
Tallahassee Contract Fee		$	100.00
Contract negotiated dealer Markup		$	626.65
Total			
	SUBTOTAL	$	26,059.09
Customers Approval for above work:_____	*TAX RATE*		
/	*SALES TAX*		-
	OTHER		
	TOTAL	**$**	**26,059.09**

QUOTE

DATE:

BILL TO: CITY OF COCOA
TONY JONES
DEPARTMENT# 4125

CITY OF TALLAHASSEE VEHICLE CONTRACT QUOTE		AMOUNT	
Contract Number			**2518**
2017 F150 4X2 CREW CAB 5.5 BOX 145"WB (W1C)		$	30,421.44
DAY TIME RUNNING LIGHTS		INCLUDED	
AFTERMARKET			
		$	-
		$	-
		$	-
		$	-
		$	-
TRANSPORTATION		$	250.00
Subtotal		**$**	**30,671.44**
Ford Government Price Concession (GPC)		$	(6,000.00)
Tallahassee Contract Fee		$	100.00
Contract negotiated dealer Markup		$	613.43
Total			
	SUBTOTAL	$	25,384.87
Customers Approval for above work:_____	*TAX RATE*		
	SALES TAX		-
	OTHER		
	TOTAL	**$**	**25,384.87**

QUOTE

DATE:

BILL TO: CITY OF COCOA
TONY JONES
DEPARTMENT# 4125
REPLACING UNIT 69

CITY OF TALLAHASSEE VEHICLE CONTRACT QUOTE		AMOUNT
Contract Number		**2518**
2017 F150 4X2 CREW CAB 145"WB (W1C)		$ 30,421.44
DAY TIME RUNNING LIGHTS		INCLUDED
AFTERMARKET		
		$ -
		$ -
		$ -
		$ -
		$ -
TRANSPORTATION		$ 250.00
Subtotal		**$ 30,671.44**
Ford Government Price Concession (GPC)		$ (6,000.00)
Tallahassee Contract Fee		$ 100.00
Contract negotiated dealer Markup		$ 613.43
Total		
	SUBTOTAL	$ 25,384.87
Customers Approval for above work:_____	*TAX RATE*	
	SALES TAX	-
	OTHER	
	TOTAL	**$ 25,384.87**

Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 - Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

DATE: October 1, 2016

TO: ALL PROSPECTIVE PARTICIPANTS

FROM: Steve Casey, Executive Director; Peggy Goff, Deputy Executive Director; Drew Terpak, Business Operations Manager; Annette Grissom, Cooperative Bid Coordinator

RE: Bid Number: FSA16-VEH14.0 Cab & Chassis Trucks & Other Fleet Equipment

We are pleased to announce that the Florida Sheriffs Association and the Florida Association of Counties has successfully conducted its 14th statewide competitive bid for vehicles and heavy equipment which includes trucks, backhoes, motorgraders, agriculture type tractors, skid steer loaders, street sweepers, generators, and light towers. This contract is effective beginning October 1, 2016 through September 30, 2017, as long as vehicles are available through fleet.

Bids will be extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida, and the state universities and colleges. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract. The participating agencies cannot guarantee any order other than those ordered through each individual agency.

All agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All awarded Vendors/Dealers are governed by their manufacturer's agreement.

Out of State Sales are permitted under this contract however, again ALL agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All contractor/dealers are governed by their manufacturer's agreement. All contractor/dealers referencing this contract for the purpose of facilitating sales (purchase authority) outside the State of Florida must accept the terms and conditions of this contract.

In order to ensure quality service for our user agencies, we are requesting each of you to notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

CONTRACT ORDERING INSTRUCTIONS

All interested parties who wish to purchase from this contract may do so by following these simple procedures:

1. Contact the awarded dealership listed in the zone from which you wish to purchase and advise them of your interest to purchase from **Bid No. FSA16-VEH14.0**. They will assist you with the placement of your order and answer any questions you may have regarding the vehicles purchased through this program. You can only purchase from a dealer who is listed as a winner of one of the four zones for the vehicle you wish to purchase. However, you may purchase from any awarded dealer within any zone (additional delivery fees may apply).

   Agencies ordering a Ford, General Motors, Chysler, or Toyota product, please be advised that you must use the appropriate FIN Code/FAN Code for the Florida Sheriffs Association in order to obtain the manufacturer's concessions. Also, you must use your FIN Code/FAN Code as a secondary number. For further assistance call the Fleet Customer Information Center for your appropriate manufacturer.

Manufacturer	**Type Code**	**FSA Code**	**Fleet Center Contact Numbers**	
Ford	FIN Code	QE065	1-800-34-FLEET	(1-800-343-5338)
General Motors	FAN Code	917872	1-800-FLEET OP	(1-800-353-3867)
Chrysler	FAN Code	48830	1-800-999-FLEET	(1-800-999-3533)
Toyota	FIN Code	GE159	1-800-732-2798	

2. Basic information required on all purchase orders is listed in this Bid Award Announcement. Purchase orders lacking the required basic information listed may result in the delay of placement and/or confirmation of orders. NOTE: The agency is responsible for obtaining a "Confirmation of Order" from the respective dealership. Dealers are required to complete a "Confirmation of Order" and send it to the purchaser within fourteen (14) calendar days after receipt of purchase order. Purchasers are encouraged to contact the dealer if a "Confirmation of Order" has not been received within a reasonable time.

   Purchasers are reminded that the issuance of a purchase order does not in itself guarantee the placement of an order.

   The purchase order should include FSA's Contract Number FSA16-VEH14.0 as well as the specification number, make and model of each item purchased. Please attach the dealer quote when available.

3. **Purchasers must send a copy of the original purchase order sent to the participating dealer in pdf format to: COOP@flsheriffs.org.**

4. Dealers have already included a three-quarter of one percent (.0075) administrative fee in their base pricing and all add options that are listed. Dealers' quotes to purchasers should not include the FSA administrative fee indicated as a separate line item on any purchase order.

   No other administrative fee(s) will be applicable to any transaction relative to the contract.

5. In order to ensure quality service for our user agencies, we are requesting that you notify the Florida Sheriffs Association, in writing, regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

6. Add/delete options might include a superscript listed by the Order Code. The purpose of the superscript is to identify which options correlate to a specific zone. Superscripts will be numbered between 1 and 4, and will correspond as follows:

   1 = Western zone dealer 2 = Northern zone dealer

   3 = Central zone dealer 4 = Southern zone dealer

   If a dealer has been awarded more than one zone, they will only have one superscript number assigned, and it will be the lowest numeric number that applies to their awarded zones. For example: If a dealer is awarded the northern and southern zones, their add/delete options for both zones will be represented by a "2" superscript.

Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

DATE: November 9, 2016

TO: ALL PROSPECTIVE PARTICIPANTS

FROM:

Steve Casey, Executive Director	Peggy Goff, Deputy Executive Director	Drew Terpak, Business Operations Manager	Annette Grissom, Cooperative Bid Coordinator

RE: Bid Number: FSA16-VEL24.0 Police Rated, Administrative, Utiity Vehicles, Trucks & Vans - Revised November 21, 2016

We are pleased to announce that the Florida Sheriffs Association and the Florida Association of Counties has successfully conducted its 24th statewide competitive bid for vehicles which includes police rated, administrative, motorcycles, utility vehicles, trucks & vans. This contract is effective beginning October 1, 2016 through September 30, 2017, as long as vehicles are available through fleet sales.

Bids will be extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida, and the state universities and colleges. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract. The participating agencies cannot guarantee any order other than those ordered through each individual agency.

All agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All awarded Vendors/Dealers are governed by their manufacturer's agreement.

Out of State Sales are permitted under this contract however, again ALL agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All contractor/dealers are governed by their manufacturer's agreement. All contractor/dealers referencing this contract for the purpose of facilitating sales (purchase authority) outside the State of Florida must accept the terms and conditions of this contract.

In order to ensure quality service for our user agencies, we are requesting each of you to notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

CONTRACT ORDERING INSTRUCTIONS

All interested parties who wish to purchase from this contract may do so by following these simple procedures:

1. Contact the awarded dealership listed in the zone from which you wish to purchase and advise them of your interest to purchase from **Bid No. FSA16-VEL24.0**. They will assist you with the placement of your order and answer any questions you may have regarding the vehicles purchased through this program. **You can only purchase from a dealer who is listed as a winner of one of the four zones for the vehicle you wish to purchase. However, you may purchase from any awarded dealer within any zone (additional delivery fees may apply).**

   Agencies ordering a Ford, General Motors, Chysler, or Toyota product, please be advised that you must use the appropriate FIN Code/FAN Code for the Florida Sheriffs Association in order to obtain the manufacturer's concessions. Also, you must use your FIN Code/FAN Code as a secondary number. For further assistance call the Fleet Customer Information Center for your appropriate manufacturer.

Manufacturer	Type Code	FSA Code	Fleet Center Contact Numbers	
Ford	FIN Code	QE065	1-800-34-FLEET	(1-800-343-5338)
General Motors	FAN Code	917872	1-800-FLEET OP	(1-800-353-3867)
Chrysler	FAN Code	48830	1-800-999-FLEET	(1-800-999-3533)
Toyota	FIN Code	GE159	1-800-732-2798	

2. **Basic information required on all purchase orders** is listed in this Bid Award Announcement. Purchase orders lacking the required basic information listed may result in the delay of placement and/or confirmation of orders. NOTE: The agency is responsible for obtaining a "Confirmation of Order" from the respective dealership. Dealers are required to complete a "Confirmation of Order" and send it to the purchaser within fourteen (14) calendar days after receipt of purchase order. Purchasers are encouraged to contact the dealer if a "Confirmation of Order" has not been received within a reasonable time.

   Purchasers are reminded that the issuance of a purchase order does not in itself guarantee the placement of an order.

   The purchase order should include FSA's Contract Number FSA16-VEL24.0 as well as the specification number, make and model of each item purchased. Please attach the dealer quote when available.

3. **Purchasers must send a copy of the original purchase order sent to the participating dealer in pdf format to: COOP@flsheriffs.org.**

4. Dealers have already included a three-quarter of one percent (.0075) administrative fee in their base pricing and all add options that are listed. Dealers' quotes to purchasers should not include the FSA administrative fee indicated as a separate line item on any purchase order.

   No other administrative fee(s) will be applicable to any transaction relative to the contract.

5. In order to ensure quality service for our user agencies, we are requesting that you notify the Florida Sheriffs Association, in writing, regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

6. Add/delete options might include a superscript listed by the Order Code. The purpose of the superscript is to identify which options correlate to a specific zone. Superscripts will be numbered between 1 and 4, and will correspond as follows:

   1 = Western zone dealer 2 = Northern zone dealer

   3 = Central zone dealer 4 = Southern zone dealer

   If a dealer has been awarded more than one zone, they will only have one superscript number assigned, and it will be the lowest numeric number that applies to their awarded zones. For example: If a dealer is awarded the northern and southern zones, their add/delete options for both zones will be represented by a "2" superscript.

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > Vendor Information > State Contracts and Agreements > State Term Contracts > Motor Vehicles

<< Return

Motor Vehicles 25100000-16-1

Effective Period	11/17/2015 through 11/16/2017
Contract Type	State Term Contract
Contract Information	• Pricing • Contractors How to Use this Contract Frequently Asked Questions - Users Frequently Asked Questions - Vendors
Contract Documents	Forms and Other Information Microsoft Word (203.33 KB) PDF (2.08 MB) Amendments and Memorandums
Contract Administration	• Jennifer Hyatt • (850) 414-6741 • Jennifer.hyatt@dms.myflorida.com
Commodity Codes	UNSPSC-25101500, UNSPSC-25101503, UNSPSC-25101505, UNSPSC-25101507, UNSPSC-25101600, UNSPSC-25101702

Description

This is a statewide contract for Motor Vehicles. This contract provides State Agencies and eligible users with the ability to purchase new 2016 models at a discount off of MSRP on: automobiles, passenger vans, cargo vans, sport utility vehicles, light pickup trucks, chassis-cab trucks, low-speed vehicles, truck bodies, and installed options. Styles Include: Law Enforcement Automobiles, Law Enforcement SUVs, Law Enforcement Motorcycles, Automobiles, Low-Speed Vehicles, Passenger Vans, Cargo Vans, SUVs, and Pickup and Chassis-Cab Trucks (Class 1 through Class 5).

The Department strongly encourages ALL potential users of this contract to plan ahead to prevent any potential delays. Please review the Contract Documents, "How to Use this Contract" Instructions, and "Frequently Asked Questions" for this State Term Contract.

Benefits

State of Florida Base Vehicle Prices and Options Discounts equate to average approximate discount 70% percent off of list price (MSRP).

- Additional discounts possible for large quantity, identical motor vehicle, orders.

Brands Include: Chevrolet, Club Car, Cruise Car, Dodge, Ford, Freightliner, GEM, GMC, Jeep, Motor Electric, Nissan, Toyota, Harley Davidson, International and RAM.

- Wide product selection with approximately 755 State of Florida Base Vehicles on contract, each with associated Manufacturer's Options, and select Aftermarket Options.

Manufacturer's standard most-inclusive government Warranty.

Lead-Time: Approximate 30 - 190 Days (Based on State of Florida base vehicle, options and production).

Prices established for the State of Florida Base Vehicles individually include the following charges and fees:

1. Administrative
2. Environmental
3. Title Application and Registration
4. Plate Transfer
5. Preparation
6. Handling
7. Freight
8. Shipping
9. FOB Delivery to any point within the State of Florida
10. Warranty and
11. Any other charges or fees necessary to deliver the State of Florida Base Vehicle according to the requirements,

specifications, terms, and conditions, exclusive of taxes.

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Legislation Details (With Text)

File #:	17-37	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	1/10/2017			**In control:**	City Council
On agenda:	1/24/2017			**Final action:**	
Title:	Approve the FY 2016-2017 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $120,281.59. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY16-17 HOME Disbursement Agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 10, 2017
Agenda Date: January 24, 2017
Prepared By: Nancy A. Dresser, Deputy Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the FY 2016-2017 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $120,281.59.

BACKGROUND:

The City of Cocoa, in partnership with Brevard County and the cities of Melbourne, Palm Bay, and Titusville receives HOME Investment Partnership (HOME) funds through a consortium, called the Brevard County HOME Consortium. The allocation amount is determined by the U.S. Department of Housing and Urban Development (HUD) based on the following factors where the first and sixth factors are weighted 0.1; the other four factors are weighted 0.2:

1) Vacancy-adjusted rental units where the household head is at or below the poverty level.
2) Occupied rental units with at least one of four problems: a) overcrowding; b) incomplete kitchen facilities; c) incomplete plumbing; and d) high rent cost.
3) Rental units built before 1950 occupied by poor households.
4) Rental units described in factor 2 multiplied by the ratio of the cost producing housing for a jurisdiction divided by the national cost.
5) Number of families at or below poverty level.
6) Population of a jurisdiction multiplied by a net per capita income (pci).

Brevard County, as lead entity for the HOME Consortium, is responsible for the administration and

compliance of regulations which govern these funds. A HOME Investment Partnership Program Disbursement Agreement between Brevard County and the four (4) cities is executed to ensure funds are administered in accordance to HOME regulations and also serve as a purchase order for the County to reimburse.

Staff recommends Council approve the FY 2016-2017 Brevard County HOME Investment Partnership Program Disbursement Agreement between Brevard County and the City of Cocoa in the amount of $120,281.59 as follows:

Carry Forward Balance	$48,236.59
FY 2016-2017 Allocation	72,045.00
Total Contract Amount	$120,281.59*

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting these projects the City will raise the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

Budgeted Yes

Source of Funds: __X__ Grant Source: HOME Investment Partnership Program
Accounts: 104-0000-331.54-00 and 104-0000-389.99-10*

*The City of Cocoa has Program Income on hand and has also budgeted $303,919 through an approved MOU which is not reflected in the Disbursement Agreement. The Disbursement Agreement only includes the grant allocation and grant carryforward.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve the FY 2016-2017 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $120,281.59.

powered by Legistar™

2016-2017 HOME INVESTMENT PARTNERSHIPS PROGRAM AGREEMENT

BETWEEN

BREVARD COUNTY AND THE CITY OF COCOA

THIS AGREEMENT entered into this _____ day of _____, with an effective date of October 1, 2016 by and between Brevard County Board of County Commissioners, a political subdivision of the state of Florida, hereinafter referred to as "County," and the City of Cocoa, a municipality, hereinafter referred to as "City."

WHEREAS, the National Affordable Housing Act of 1990, and as amended from time to time, authorized the HOME Program to provide financial assistance through the U.S. Department of Housing and Urban Development (HUD) to local governments for the production of affordable housing; and

WHEREAS, Brevard County, the City of Titusville, the City of Cocoa, the City of Melbourne, and the City of Palm Bay, have entered into an agreement to form a Consortium to obtain funding through the HOME Program to provide affordable housing for its residents; and

WHEREAS, Brevard County, recognized by HUD as the Lead Entity of the Brevard County HOME Consortium, desires to establish a mechanism for the successful implementation of the HOME Program; and

WHEREAS, the City has requested funds from the Consortium for the benefit of the very low and low income citizens of Cocoa; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Section 163.01, Florida Statutes, and other applicable law, which authorized the exercise by agreement to two or more public agencies of any power common to them.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the County and City mutually agree as follows:

SECTION I. DEFINITIONS

A. "Approved Activities" means HUD approved activities as stated in the Brevard County HOME Consortium Consolidated Plan and Annual Action Plan.

B. "Consortium" means the Brevard County HOME Consortium.

C. "Consortium Approval" means the written approval of the HOME Consortium members.

D. "City" means the City of Cocoa.

E. "County" means the Board of County Commissioners of Brevard County, Florida.

F. "HUD" means the U.S. Department of Housing and Urban Development.

G. "HOME Administrator" means the Brevard County Housing and Human Services Department Director or his/her designee.

H. "HOME Program" means the Consortium's HOME Investment Partnerships Program.

I. "HOME Regulations" means 24 CFR Part 92 and supplemental, additional or successor provisions.

J. "Lead Entity" refers to Board of County Commissioners of Brevard County, as required under 24 CFR Part 92.101(a)(ii).

K. "Program Income" means the gross income received by the participating jurisdiction, sub-recipient, or Community Housing Development Organization ("CHDO"), which is directly generated from the use of HOME funds and matching contributions.

L. "Recaptured Funds" means HOME funds which are recouped by the participating jurisdiction, sub-recipient, or CHDO when HOME assisted housing does not comply with the affordability period required by 24 CFR 92.254(a)(4). The amount of recapture is determined in accordance with 24 CFR 92.254(a)(5)(ii). Any funds recouped in excess of the amount mandated by HOME regulations will constitute Program Income.

M. "Very Low and Low Income" means the definitions set by HUD for the HOME Program in 24 CFR Part 92.2.

SECTION II. PURPOSE: The purpose of this Agreement is to state the covenants and conditions under which the County shall reimburse the City for eligible activities utilizing both HOME funds for FY 2016-2017 and any carry-forward funds from previous fiscal years.

SECTION III. SCOPE OF SERVICES: The City shall carry out or cause to be carried out the following approved activities: CHDO, Purchase Assistance, Owner Occupied Rehabilitation or Replacement and Program Administration as described in the Annual Action Plan, as may be amended, which is incorporated herein by this reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of the City. The City shall be responsible for all required HOME Program matching contributions, as outlined under 24 CFR Part 92.218, for approved activities carried out by the City. The City shall be responsible for administering a minimum 15% of this year's allotment, to be utilized by a CHDO, as outlined under 24 CFR Subpart G.

SECTION IV. TERM OF AGREEMENT: This Agreement shall commence on October 1, 2016 and terminate on September 30, 2017, or on the date on which final completion of all projects funded through this Agreement is established, whichever comes first.

SECTION V. USE OF FUNDS: The County shall reimburse the City an amount not to exceed $120,281.59 ($72,045 current year's allocation and $48,236.59 carry forward funds). The parties recognize and agree that the funds must be used for eligible expenses incurred while carrying out eligible HOME Program activities as outlined in Exhibit B. The schedule for committing and expending funds under this Agreement are outlined in Exhibit C and D, respectively. Under HOME Program rules, funds have up to two years to be committed and four years to be expended, except

CHDO funds which have five (5) years to be expended. The City will encumber the funds, within two (2) years, no later than September 30, 2018. Unless otherwise authorized by the Consortium, funds which remain un-encumbered will be subject to Section XIV.

SECTION VI. PROGRAM INCOME AND RECAPTURED FUNDS: All Program Income and Recaptured Funds generated by Approved Activities shall be retained, tracked and utilized for additional eligible activities by the City of Cocoa prior to submission of any reimbursement requests to Brevard County.

If the City is no longer a participant in the Brevard County HOME Consortium when the Program Income or Recaptured Funds are received, the proceeds shall be deposited in the Brevard County HOME Consortium Trust Fund and distributed proportionally among the remaining members of the Consortium; or in accordance with HOME Program regulations in place at that time.

SECTION VII. UNIFORM ADMINISTRATION REQUIREMENTS: The CITY must comply with applicable uniform administrative requirements, as described in 24 CFR 92.505.

SECTION VIII. COMPLIANCE RULES, REGULATIONS AND LAWS: During the performance of this Agreement, the City and County agree to comply with all applicable laws, rules, regulations and orders of their successors listed below which by reference are incorporated and made a part hereof. The City and County further agree to abide by all other applicable laws, rules, regulations and orders which are not referred to in this Agreement under HOME regulations.

SECTION IX. AFFIRMATIVE MARKETING POLICY (AMP): The City shall comply with the requirements of 24 CR 92.351. In the event the City does not have a policy in place, the COUNTY'S AMP attached hereto as Exhibit A shall be followed as it relates to marketing projects to income eligible households.

SECTION X. CONFLICT OF INTEREST: The City shall comply with the requirements of 24 CFR 92.356 relative to the Conflict of Interest provisions. The City, its officers, employees, agents, or consultants who exercise or have exercised any functions or responsibilities with respect to the project or who are in a position to participate in a decision making process or gain inside information with regard to the Project, shall not obtain a financial interest or benefit from the Project, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. The City, its officers, employees, agents, or consultants shall not occupy any HOME assisted unit provided for under this Agreement. Any possible conflicting interest on the part of CITY, its employees, or agents, shall be disclosed in writing to the County.

- No employee, officer, agent of the City, or its subrecipients shall participate in the selection, award, or administration of a contract supported by HOME if a Conflict-of-Interest, either real or apparent, would be involved;

- The City or sub-recipient employees, officers, and agents shall not accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements; and

- Conflict of Interest violations will be subject to the terms of Section XX. Enforcement (Suspension/Termination).

SECTION XI. OTHER APPLICABLE LAWS, RULES AND REGULATIONS:

1. 24 CFR Part 92, as amended – The regulations governing the expenditure of HOME Investment Partnerships Program funds.

2. 24 CFR Part 58 – The regulations prescribing the Environmental Review procedure, including laws and procedures incorporated by reference.

3. National Flood Insurance Act of 1968.

4. 24 CFR Part 1 – The regulations promulgated pursuant to Title VI of the 1984 Civil Rights Act.

5. 24 CFR Part 107 – The regulations issued pursuant to Executive Orders 11063 which prohibits discrimination and promotes equal opportunity in housing.

6. Executive Order 11246 (and Revised Order Number 4), as amended by Executive Orders 11375 and 12086 – which establishes hiring goals for minorities and women on projects assisted with federal funds.

7. Title VII of the 1964 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 – which prohibits discrimination in employment.

8. 24 CFR Part 135 – Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

9. Age Discrimination Act of 1973.

10. 24 CFR Part 130 – Regulations which prohibit discrimination in employment in federally assisted construction contracts.

11. Contract Work – Hours and Safety Standards Act – where applicable.

12. Lead Based Paint Poisoning Prevention Act.

13. Section 504 of the Rehabilitation Act of 1973, as amended.

14. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

15. 29 CFR Parts 3.5 and a – Regulations which prescribe the payment of prevailing wages and the use of apprentices and trainees on federally assisted projects as mandated by the Davis-Bacon Act, where applicable.

16. Executive Order 11914 – Prohibits discrimination with respect to the handicapped in federally assisted projects.

17. Copeland Anti-Kickback Act.

18. OMB Circular A-87– which identifies allowable administrative costs and administrative requirements.

19. Florida Statutes, Chapter 112, Part III, code of Ethics for Public Officers and Employees.

20. Public Law 100-430 – The Fair Housing Amendments Act of 1988.

21. Section 109 of Public Law 100-202 – which restricts the awarding of public works contracts to firms from foreign countries with unfair trade practices.

22. HUD – required reports, circulars, and procedures.

23. 24 CFR Part 85 – the "common rule" containing fiscal and administrative requirements for grantees and sub-recipients which are local governments. This includes OMB Circular A-102.

24. 24 CFR Part 92.257 – concerning religious organizations, as applicable.

25. Section 92.504 – minimum standards of written contracts, as applicable. Including all project requirements, type of projects to be assisted, property standards, rents and recapture/resale provisions.

SECTION XII. FUND DISBURSEMENTS: The City shall not request disbursement of HOME funds under this Agreement until the funds are needed for the re-payment of eligible costs as described in 24 CFR 92.205. The requested amount must not exceed the amount needed. Program income, interest earned, or loan repayments, hereinafter collectively referred to as ("recapture monies") as defined in 24 CFR 92.503 derived from any projects set forth in this Agreement shall be accounted for by the City. Program Income received by the City from HOME eligible activities shall be deducted from HOME draw request (Exhibit F and G) submitted by the City for eligible costs. The remaining balance of eligible costs shall be requested from the County on the HOME draw request (Exhibit F and G). HOME draw requests shall be submitted at least quarterly with supporting documentation (i.e. invoices for all requested disbursements; excluding administration). The final draw request shall be submitted no later than October 13, 2017.

SECTION XIII. REIMBURSEMENT: This Agreement and all rights and duties designated herein are contingent upon the release of HOME Program funds by HUD. Up to the limits of SECTION V. hereof, Brevard County shall reimburse the City for the services described in SECTION III., pending the City's commitment of HOME funds. All such work shall be performed by the City in accordance with applicable requirements of the U.S. Department of Housing and Urban Development and with all requirements of this Agreement, and reimbursement will be contingent thereupon.

A. Only Approved Activities, which have been set up in accordance with HUD established procedures, will be reimbursed by the County.

B. The City shall be reimbursed by Brevard County for allowable costs, in accordance with 24 CFR Part 92 and in accordance with SECTION V. of this Agreement.

C. The City shall submit to Brevard County during the performance hereof the following:

   1. A cumulative expenditure statement of all costs of the project(s), minus all program income and recaptured funds, for the period from commencement through the end of the report period for which the reimbursement is being requested;

   2. This information shall be submitted in a format which meets Brevard County's requirements for documentation used during audits and monitoring visits. Forms provided by the County shall be used when requested. Each request shall contain a cover sheet substantially equivalent to the *Payment Request Forms* attached as Exhibit F and Exhibit G.

D. Upon receipt of the above enumerated acceptable documentation, Brevard County will initiate the reimbursement process. Upon determination by the HOME Administrator that the services or material invoiced have been received or completed, the HOME Administrator shall authorize the Brevard County Finance Department to make payment to the City in the amount it determines to be payable.

E. In the event a question or dispute arises regarding a request for reimbursement, the County shall withhold payment to the City for only that part of an invoice in dispute.

F. Pursuant to Section 218.74 *Florida Statutes*, the Brevard County Finance Department shall issue payments within 45 days after receipt of an acceptable invoice and receipt, and approval by the *Housing and Human Services Department* accepting the goods and/or services provided in accordance with the terms and conditions of the agreement.

G. If a payment request is disputed, the City shall provide adequate documentation within ten (10) working days from receipt of a request letter which details the disputed charges.

H. Payment requests shall be made no less than quarterly, with the final draw for the federal fiscal year submitted no later than October 13, 2017. Payment requests submitted later than October 13, 2017 shall be credited to the following fiscal year.

The City shall take financial responsibility for any and all funds, expended by the City on ineligible *HOME* activities, and shall reimburse the U.S. Department of Housing and Urban Development as

mandated. The County shall take financial responsibility for any and all funds expended by the County on ineligible HOME activities.

SECTION XIV. REVERSION OF ASSETS: The City understands that HOME funds will be reduced or recaptured by the federal government if not encumbered and/or expended as outlined under (Subpart K) 24 CFR 92.500(d) and further detailed under Section V. Use of Funds. The HOME Consortium will meet to discuss the redistribution of HOME Grant funds to other members of the HOME Consortium for eligible projects if the reduction or recapture of HOME funds by the federal government is a potentiality.

SECTION XV. RECORDS AND REPORTS: Reimbursement is contingent upon the receipt and satisfactory evaluation by the Lead Entity, of the following reports:

A. Project Set-Up Report: The City shall initiate each proposed HOME activity by completing a Set-Up Report as required by HUD. The Set-Up Report will be retained by the City and a copy submitted to the County with their reimbursement request.

B. Reimbursement/Expenditure Report: The City shall submit reimbursement requests along with an expenditure statement as outlined in SECTION XIII. of this Agreement.

C. Quarterly Progress Report: The City shall complete and submit to the County Exhibit E, by the 15th day of January, April, July and October 2017.

D. Project Completion Report: At the time a project has been completed, the City shall complete a Project Completion Report and Quarterly Progress Report, within 120 days of the final draw down request for the project. The Completion Report will be retained by the City and a copy submitted to the County with their reimbursement request.

XVI. AUDITS AND INSPECTIONS: All records and contracts of whatever nature required by this Agreement shall be available for audit, inspection or copying at any time during normal business hours and as often as the Lead Entity, the Consortium, HUD or Comptroller General of the United States, or other federal agency, may deem necessary. Brevard County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement made by any local, state or federal agency. The HOME Consortium shall have the right to inspect any of Brevard County's records of whatever nature required by this Agreement any time during normal business hours. The City shall retain all of its records and supporting documentation applicable to this Agreement for five (5) years after either the resolution of the final audit or HUD approval of the Close-out Report, whichever is later.

SECTION XVII. MONITORING: 2 CFR 200.93 defines a sub-recipient as a non-federal entity that receives a sub-award from a pass-through entity to carry out part of a Federal program. The City is required to monitor each sub-recipient to ensure that sub-awards are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the sub-award; and that sub-award performance goals are achieved. The City will adhere to their existing monitoring policy. Any updates should be provided to the County. Failure to monitor or insufficient sub-recipient monitoring may result in a finding of non-compliance.

SECTION XVIII. SUBCONTRACTS: All contracts entered into by the City to carry out approved HOME activities shall be made in accordance with all applicable laws, rules and regulations stipulated in this Agreement. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each Section set forth in this Agreement.

SECTION XIX. NON-ASSIGNABILITY: The City may not assign this Agreement without prior written consent of the County.

SECTION XX. ENFORCEMENT (SUSPENSION/TERMINATION): In accordance with 24 CFR 85.43, suspension or termination may occur if the City materially fails to comply with any term of this Agreement. The Agreement may also be terminated for convenience in accordance with 24 CFR 85.44, which provides for termination for mutual convenience or partial termination for specified reasons.

- The City hereby agrees that the following events constitute a material failure sufficient to warrant suspension of payments:

    1. Improper use of HOME funds;
    2. Failure to commit or expend HOME funds according to this Agreement (without written consent);
    3. Failure to comply with the work program or terms of this Agreement; specifically the Approved Activities indicated in the Consolidated Plan and Annual Action Plan;
    4. Failure to submit reports as required, including a favorable audit report; and
    5. Intentional submittal of incorrect or incomplete reports in any material respect.

- If payments are withheld, the Lead Entity shall specify, in writing the actions that must be taken by the City as a condition precedent to resumption of payments provided that such notification shall specify a reasonable date not to exceed 20 days for compliance.

SECTION XXI. INDEMNIFICATION: the City, to the extent allowed by law, will at all times hereafter indemnify and hold harmless, the County, Brevard County HOME Consortium, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind including court costs, attorney's fees and expenses, occurring or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Agreement, except that the City shall not incur any liability for the negligence of the other parties named in this Section. Neither the County nor the City shall incur any liability for the negligence of the other.

The foregoing indemnification does not waive any defense of sovereign immunity and shall not waive the damage limits set forth in Section 768.28, Florida Statutes, nor shall it be construed to constitute an agreement by any party to indemnify any other party for such other party's negligent, willful, or intentional acts or omissions.

SECTION XXII. INSURANCE: the City shall insure that either its insurance coverage or self-insurance program or the insurance coverage of its contracted agents is adequate and sufficient to cover the activities performed under this Agreement, as the case may be as to the particular actions undertaken.

SECTION XXIII. PROJECT PUBLICITY: Any news release, project sign, or other type of publicity pertaining to the project as stated herein, must recognize the funding provided by HUD HOME grant funds. The parties shall conduct affirmative marketing in accordance with 24 CFR Part 92.351.

SECTION XXIV. AMENDMENTS: This Agreement may be amended through completion of the Amendment to Disbursement Agreement form. Brevard County, by Board of County Commissioner approval, has designated an authorized Brevard County staff member to execute the Amendment Attachment on behalf of Brevard County.

The City shall be required to handle any amendment/adjustment according to their City policies, but will acknowledge and accept execution of this document by the authorized County staff person.

SECTION XXV. NOTICES: Formal notices under the terms of this agreement shall be sent, by U.S. mail, as follows:

Brevard County:
Ian Golden, Director
Housing and Human Services Department
2725 Judge Fran Jamieson Way, Bldg. B
Viera, FL 32940

City of Cocoa:
John A. Titkanich, Jr. AICP
City Manager
65 Stone Street
Cocoa, FL 32922

IN WITNESS WHEREOF, the party has set their hand and seal the day and date first above written.

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

_____
Stockton Whitten, County Manager
(As approved by the Board on July 26, 2016)

Reviewed for legal form and content:

_____
Assistant County Attorney

ATTEST:

_____

Carie Shealy, City Clerk

_____

Henry U. Parrish III, Mayor

(As approved by the Council on _____, 2017)

EXHIBIT A

AFFIRMATIVE MARKETING POLICY

The HOME Consortium will use affirmative housing marketing practices in soliciting owners/renters, determining eligibility and concluding all transactions. The Consortium members shall further affirmative marketing and fair housing in accordance with 24 CFR Part 92.351. Rental and HOME buyer projects containing five (5) or more HOME assisted units must comply with the Affirmative Marketing Policy described below.

1. The Consortium will require the owner to solicit applications for vacant units from persons in the housing market who are least likely to apply for the rehabilitated housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhoods in which the rehabilitated building is located shall be considered those least likely to apply.
2. Owner's advertising vacant units must include the equal housing opportunity logo or statement. Advertising media shall include contacting the newspapers, radio, television, brochures, leaflets, and/or include a sign in a window. In an effort to reach applicants least likely to apply, the owner may also use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.
3. The owner shall maintain a file containing all affirmative marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters, etc.) to be available for inspection at least annually by the HOME Consortium.
4. The owner shall maintain a listing of all tenants residing in each unit at the time of the application submittal through the end of the affordability period.
5. The participating entity MUST provide the HOME Consortium with an annual assessment of the affirmative marketing program of the development. The assessment must include:
    a. Method used to inform the public and potential tenants about federal fair housing laws and affirmative marketing policy (i.e. the use of Equal Housing Opportunity logo type or slogan in print advertising);
    b. Method used to inform and solicit applications from persons in the housing market area who are not likely to apply without special outreach (i.e., use of community organizations, places of worship, employment centers, etc.); and
    c. Records describing actions taken by the participating entity and/or owner to affirmatively market units and records to assess the results of these actions.
6. The HOME Consortium will assess the affirmative marketing efforts of the owner by comparing predetermined occupancy goals to actual occupancy data that the owner is required to maintain. Outreach efforts on the part of the owner will also be evaluated by reviewing marketing efforts.
7. The HOME Consortium will assess the efforts of the owners receiving loans during the rent-up and marketing of the units by use of a compliance certification or personal monitoring visits to the project at least annually.
8. Where an owner fails to follow the affirmative marketing requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions which the HOME Consortium may deem necessary, up to and including the full repayment of the loan.

EXHIBIT B

BUDGET

FY 2016-2017

ACTIVITY	FUNDED AMOUNT
CHDO	
Program Administration	
Owner Occupied Rehabilitation	
Purchase Assistance	
Unencumbered Funds	
Total HOME Funded Projects	
Program Income	

This Budget includes the City of Cocoa's FY HOME allocation of $72,045 plus carry forward funds in the amount of $48,236.59, for a total of $120,281.59.

EXHIBIT C

ENCUMBRANCE SCHEDULE

ACTIVITY	Beginning Balance	1ST Quarter Goal	2ND Quarter Goal	3RD Quarter Goal	4th Quarter Goal	Remaining Balance
HOME Admin						
Purchase Assistance						
Owner Occupied Rehab/Replac.						
CHDO Set- Aside						
Fair Housing						
Acquisition (Sell or Rent)						
Unencumbered funds						

The encumbrance schedule is not based on total funding, but an estimated amount of funds to be encumbered this fiscal year.

EXHIBIT D

EXPENDITURE SCHEDULE

ACTIVITY	Beginning Balance	1ST Quarter Goal	2ND Quarter Goal	3RD Quarter Goal	4th Quarter Goal	Remaining Balance
HOME Admin						
Purchase Assistance						
Owner Occupied Rehab/Replac.						
CHDO Set- Aside						
Fair Housing						
Acquisition (Sell or Rent)						

The expenditure schedule is not based on total funding, but estimated amount of funds to be expended this fiscal year.

EXHIBIT E

QUARTERLY PROGRESS REPORT

Period Covered: _____ to _____

Date Submitted: _____

A. Project Information

Agency: City of Cocoa

Person Preparing the Report: _____

B. Project Cost

Activity	Estimated Expenditure	Actual Expenditure	% Expended	% Project Completion	Compliant with Encumbrance Schedule (Y/N)	Compliant with Expenditure Schedule (Y/N)

***If non-compliant with Encumbrance Schedule or Expenditure Schedule, please provide an explanation for corrective action.**

C. Program Income

Program Income/Recapture: _____

Source of Program Income/Recapture: _____

D. Describe success or problems with meeting Goals (Attach Additional Sheets if Necessary): _____

_____

_____

E. Please specify total number of persons or households (as applicable) assisted/served this quarter.

Households	Persons	Low to Moderate Income	Low Income	White/Non-Hispanic	American Indian or Alaskan Native	Hispanic	Asian Pacific Islander	Female Headed Household

EXHIBIT F

HOME Program Reimbursement Request

City of Cocoa **Date**_____

Request # _____

Attached is documentation for _____ **request number** ____ **for the reimbursement of HOME Program Expenditures described below:**

Administrative Expenses:

Year	Activity	Activity Description	Total Amount Expended	Reimbursement Due from the County

Please provide a copy of the signed contract for each new subrecipient agreement.

_____

Signature/Date

EXHIBIT G

HOME Draw Request

City of _____ **Date** _____

Request # _____

HUD Activity Year	HUD Activity Number	Activity Description	Activity Address		Revised Activity Funding Amt	Activity total of Prior Draws	Activity Balance	Final Draw Y/N	IDIS Adjustment Requirement	Program Income Used	Comments

Legislation Details (With Text)

File #:	17-40	**Version:** 1	**Name:**	BBQ Blues Agreement	
Type:	Agenda		**Status:**	Consent Agenda	
File created:	1/11/2017		**In control:**	City Council	
On agenda:	1/24/2017		**Final action:**		
Title:	Authorize the City Manager to execute the 2017 Historic Cocoa Village BBQ & Blues Special Event Agreement with the Historic Cocoa Village Association (HCVA). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2017 Draft BBQ_Blues_Agreement 12-7-16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 11, 2017
Agenda Date: January 24, 2017
Prepared By: Steven P. Belden, AICP, Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Authorize the City Manager to execute the 2017 Historic Cocoa Village BBQ & Blues Special Event Agreement with the Historic Cocoa Village Association (HCVA).

BACKGROUND:

HCVA represents the majority of merchants in Cocoa Village. The HCVA's mandate is to help promote and encourage growth of the Historic Cocoa Village community and the City of Cocoa in general by organizing and hosting community events and activities in the Village. HCVA's most prominent events include the four Arts & Craft shows, the spring and fall Central Florida Car Shows, and the BBQ & Blues event.

Each year the BBQ & Blues Event brings over 10,000 visitors to the Village to enjoy a free community event with food and entertainment. Approximately 25% of those attending come from outside of Brevard County and over 60% of those stay overnight. The event this year will take place Friday, June 2nd and Saturday, June 3rd.

The event features over 40-50 teams from all over the southeast. Last year 17 Florida counties and 1 Georgia county were represented in the event. The Cocoa Village Event is a qualifying event for the American Royal, The Jack Daniels, The Sonny's Invitational and the World Food Champions.

The Event benefits the community in several ways to include HCVA's marketing and promotion of Historic Cocoa Village and donations to Fiske Blvd. Church of Christ Youth Group "Send a Kid to

Camp"; and Music in Schools, through Brevard Schools Foundations; as well as Brevard Community Kitchen caters the VIP tent.

The agreement proposes fee waivers of all rental facility fees and the 10% gross revenue fee. Fees for police and fire staffing, electricity, road barricades and generator fuel will be charged. Leisure Services staff will provide support during the event. The City will assist with promotion of the event through the its social media outlets.

STRATEGIC PLAN CONNECTION:

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

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

Council approved the Special Event Agreement with HCVA the last two years.

RECOMMENDED MOTION:

Authorize the City Manager to execute the 2017 Historic Cocoa Village BBQ & Blues Special Event Agreement with the Historic Cocoa Village Association (HCVA).

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2017 HISTORIC COCOA VILLAGE BBQ & BLUES EVENT SPECIAL EVENT AGREEMENT

THIS 2017 HISTORIC COCOA VILLAGE BBQ & BLUES EVENT SPECIAL EVENT AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2017 by and between the **HISTORIC COCOA VILLAGE ASSOCIATION, INC.,** a Florida Non Profit Corporation ("HCVA"), and **CITY OF COCOA**, a Florida Municipal Corporation ("City").

WITNESSETH:

WHEREAS, HCVA will plan, promote, manage and operate the 2017 Historic Cocoa Village BBQ & Blues Event, which event shall be sponsored by the City; and

WHEREAS, the parties desire to bring the public together to congregate and enjoy food, drink, entertainment, and atmosphere; and

WHEREAS, the parties desire to hold the Historic Cocoa Village BBQ & Blues Event on Friday, June 2, 2017 and Saturday, June 3, 2017; and

WHEREAS, HCVA represents and warrants to the City that it has the personnel, tools, materials, and experience to provide the services for the Historic Cocoa Village BBQ & Blues Event, as provided herein.

NOW THEREFORE, in consideration of the provisions contained in this Agreement, and other good and valuable consideration in which the parties acknowledge, the parties agree as follows:

1.0 **Incorporation of Recitals**: The foregoing recitals are true and correct and by this reference are fully incorporated into this Agreement.

2.0 **General Provisions**:

2.1 Definitions.

a) "Agreement" shall mean this 2017 Historic Cocoa Village BBQ & Blues Special Event Agreement between HCVA and the City, regarding the services stated herein.

b) "HCVA" shall mean Historic Cocoa Village Association, a Florida Non Profit Corporation and its employees, agents and contractors.

c) "City" shall mean the City of Cocoa, a Florida municipal corporation, and its employees, agents and contractors.

d) "City Council" shall mean the City Council of the City of Cocoa, Florida.

e) "City Manager" shall mean the City Manager of the City of Cocoa, Florida, or the City Manager's designee.

f) "Special Event Area" shall mean Delannoy Avenue, Harrison Street and Cocoa's Riverfront Park, as well as the Civic Center.

g) "Special Event" or "Event" shall mean the 2017 Historic Cocoa Village BBQ & Blues Event held on Friday, June 2, 2017 and Saturday, June 3, 2017.

h) "Public Records" is as defined in Chapter 119, Florida Statutes.

i) "Net Revenue" shall mean the gross revenue generated from the Event minus all reasonable and necessary operating expenses incurred consistent with the terms of this Agreement.

j) "Parties" shall mean HCVA and the City.

2.2 **Obligations.** HCVA hereby agrees to fulfill its obligations as set forth in this Agreement. The parties agree that the Event will be held on Friday, June 2, 2017 and Saturday, June 3, 2017, or as soon thereafter as may be determined by the City Council in the event the Event is postponed due to inclement weather conditions. HCVA agrees that its respective obligations shall be performed in consideration for the compensation provided in section 7.0 of this Agreement. No prior or present agreements or representations shall be binding upon any of the parties hereto unless expressly incorporated in this Agreement.

3.0 **Party Responsibilities.**

3.1 **Sponsorships.** The parties agree that any materials displayed as part of a sponsorship package shall be limited to the sponsor's name, logo, location, and contact information and shall be consistent with any design format required by the City's Leisure Services Division.

3.2 **Representatives On-Site.** Together the parties shall ensure that there is a representative on site during the Event beginning on Friday, June 2, 6:00 a.m., to Saturday, June 3, 9:00 p.m.; and Sunday, June 4, 7:00 a.m. to 12:00 p.m.

3.3 **Marketing.** HCVA shall design posters, flyers and other promotional materials. HCVA shall create and/or update the Events website and Facebook page and shall create a Special Event site map for distribution during the event. The City shall provide marketing assistance through its social media outlets.

3.4 **Entertainment.** HCVA shall secure appropriate entertainment for the Special Event and VIP Tent. HCVA shall rent the necessary staging and lighting equipment

required for the bands and shall secure food, green rooms, and Special Event passes for the bands and stage hands.

3.5 **Vendors.** HCVA shall be responsible for creating vendor fees and a vendor information form, which form shall be completed and executed by each vendor. The form shall require vendors to provide the requisite license and insurance policy information in order for vendors to participate in the Event. HCVA shall recruit appropriate vendors to participate in the Special Event and shall organize the location of the various vendors during the Event. HCVA shall forward Vendor List to Health Department to ensure compliance to all county health regulations. HCVA shall manage the parking needs and registration process of all vendors. Notwithstanding the foregoing, the City shall have the sole discretion to disapprove any vendor.

3.6 **Trash Collection and Clean Up.** HCVA shall schedule Friday, Saturday and Sunday trash collection and clean up for the Special Event Area and shall be responsible for all payments due in connection with same. Leisure Services staff shall assist with placement of portable trash receptacles throughout the Special Event Area.

3.7 **Concession, Liquor License and Insurance**. HCVA shall obtain the liquor license and liquor liability insurance for the Event. The City agrees to use reasonable efforts to support any liquor license or liquor liability insurance application submitted in furtherance of this Agreement. HCVA shall also secure the beer/wine vendor, soda vendor, ice vendor, concessions and oversee the accounting related to such vendors and concessions.

3.8 **Banners.** HCVA shall order informational and instructional banners for the front gates of the Event site indicating "no alcohol beyond this point," "no reentry permitted," "welcome," etc.).

3.9 **Florida BBQ Association.** HCVA shall be the official Florida BBQ Association liaison and will process all BBQ requirements as necessary. HCVA will also be responsible for coordinating the judges and the judging process for the Special Event.

3.10 **Water Station.** HCVA shall coordinate with the City to set up the Special Event water stations.

3.11 **Sponsor Banners.** HCVA shall be responsible for displaying sponsor banners throughout the Event and taking the banners down at the conclusion of the Event. Banners used at the Special Event shall be approved in advance by the City.

3.12 **Sponsorships.** The City shall be deemed an official sponsor of the Special Event.

3.13 **Waiver of Fees.** The City hereby waives the following fees:

3.13.1 Rental facility fees for the Riverfront Park, the Civic Center Ballroom, and the Civic Center Conference Room #1, which waived fees total nine-hundred and fifty and 00/100 Dollars ($950.00); and
3.13.2 Road closure fee in the amount of fifty and 00/100 Dollars ($50.00); and
3.13.3 Application fee in the amount of two hundred and 00/100 Dollars ($200.00); and
3.13.4 Sanitation fee in the amount of fifty and 00/100 Dollars ($50.00).

3.14 **All Other Applicable Fees Not Waived.** All other applicable fees shall be paid, in accordance with the most recently adopted fee schedule, to include barricade rental fees, electricity fees, police and fire staffing fees and diesel fuel charges for generators.

3.15 **Waiver of Payment to City of Ten Percent (10%) of Gross Revenue.** The City hereby waives its right to collect payment of ten percent (10%) of the gross revenue derived by the special event pursuant to section 2-402(o), City Code.

3.16 **Street Closing.** Pursuant to the City of Cocoa Special Events and Parade Ordinance, the City has the full and sole authority to close any street or roadway and has approved the closing of certain streets for the Event. Delannoy Avenue and Harrison Street and any adjacent streets shall be closed for the purpose of accommodating this Event. The City retains exclusive jurisdiction over City streets and sidewalks. Nothing herein is intended to abrogate the City's authority pursuant to the Ordinance. In the event of a conflict between this Agreement and the Ordinance, the City's regulatory authority under the Ordinance shall prevail.

3.17 **Diesel fuel for Generators.** City shall coordinate fueling of generators on Saturday, June 3, 8:00 p.m.

4.0 **Contractors**. The Parties may not employ or utilize any contractors or assistants to perform its respective duties and responsibilities required by this Agreement without the express, written approval of the Parties.

5.0 **Duty to Cooperate; Conflict Resolution**. HCVA shall have a duty to perform the services set forth in this Agreement in cooperation with the City. In furtherance thereof, HCVA agrees to keep the Leisure Services Manager fully informed of its performance hereunder.

6.0 **Default or Breach; Opportunity to Cure**. Notwithstanding any other provision set forth in this Agreement, should any party desire to declare another party in default or breach of any term or condition of this Agreement, the non-defaulting party shall provide the defaulting party a written notice of default. The written notice shall, at a minimum, state with particularity the nature of the default or breach, the manner in which the default or breach

can be cured, and a reasonable time period of not less than five (5) days, excluding weekends and legal holidays, in which the default must be cured. No action may be taken in a court of law on the basis that a breach of this Agreement has occurred until such time as the requirements of this section have been satisfied.

7.0 **Compensation**. All net revenues generated by the Event shall belong to HCVA. If the Event were to generate no net revenues, any loss sustained as a result of the Event shall be equally borne by HCVA.

8.0 **Due Diligence.** HCVA acknowledges that it has investigated, prior to the execution of this Agreement, and satisfied itself as to the conditions affecting the services, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance, permits, and the steps necessary to complete the services within the time set forth herein. HCVA warrants unto the City that it has the competence and abilities to carefully, professionally and faithfully complete the services in the manner and within the time limits set forth herein. HCVA will perform the services with due and reasonable diligence consistent with sound professional and labor practices.

9.0 **Miscellaneous:**

9.1 **Time is of the Essence**. Time is of the essence of this Agreement.

9.2 **Non-Business Day**. In the event that any period of time as set forth in this Agreement expires or any date herein occurs on a Saturday, Sunday, holiday or other non-business day, then such date shall automatically extend to 5:00 PM on the next subsequent business day, excluding the days the Event will be held pursuant to this Agreement.

9.3 **No Assignment.** This Agreement shall not be assigned or transferred.

9.4 **Third Party Rights**. This Agreement is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any third parties.

9.5 **Further Assurances.** From and after the execution of this Agreement, each of the parties hereto shall fully cooperate with each other and perform any further act(s) and execute and deliver any further documents which may be necessary or desirable in order to carry out the purposes and intentions of this Agreement.

9.6 **Legal Representation**. The parties acknowledge that Garganese, Weiss & D'Agresta, P.A., and the attorneys therein, have acted as counsel for the City in connection with this Agreement and the transactions contemplated herein, and have not given legal advice to any party hereto other than the City.

9.7 **Severability**. If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and

effect, unless the absence of the invalid, void or unenforceable provision or provisions causes this Agreement to fail in its essential purposes.

9.8 **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties further agree that in any dispute between them relating to this Agreement, exclusive jurisdiction shall be in the trial courts located in Brevard County, Florida, any objections as to jurisdiction or venue in such courts being expressly waived.

9.9 **Attorney's Fees**. In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation or controversy shall be entitled to recover from the other party or parties all reasonable attorney's fees and paralegal fees, expenses and suit costs, including those associated with any appellate or post-judgment collection proceedings.

9.10 **Non-Waiver**. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.

9.11 **Notices**. Any notice, request, instruction, or other document to be given as part of this Agreement shall be in writing and shall be deemed given under the following circumstances: when delivered in person; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

To: HCVA	The Historic Cocoa Village Association, Inc. ATTN: Janne Etz, President P.O. Box 1 Cocoa, FL 32923 PH: (321) 631-9075
To: City	City of Cocoa ATTN: City Manager 65 Stone Street Cocoa, Florida 32922 PH: (321) 433-8800 FAX: (321) 433-8690

9.12 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

9.13 **Public Record**. In accordance with section 119.0701, Florida Statutes, HCVA agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. HCVA agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. HCVA also agrees to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law. HCVA shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, HCVA shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of HCVA upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If HCVA does not comply with a public records request, the City shall have the right to enforce the provisions of this Paragraph. In the event that HCVA fails to comply with the provisions of this Paragraph, and the City is required to enforce the provisions of this Paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to HCVA's failure to comply with the provisions of this Paragraph, the City shall be entitled to collect from HCVA prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against HCVA. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of HCVA's failure to comply with the provisions of this Paragraph. This Paragraph shall survive the termination of this Agreement.

9.14 **Interpretation**. The parties have participated in the drafting of all parts of this Agreement, and have each had an opportunity to review this Agreement with legal counsel. As a result, it is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.

9.15 **Independent Contractor.** HCVA is considered an independent contractor under this Agreement.

10.0 **Entire Agreement**. This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall be deemed merged into this Agreement.

11.0 **Sovereign Immunity**. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This section shall survive termination of this Agreement.

12.0 **General Liability Insurance**. HCVA shall secure a special event certificate of insurance (which includes general liability insurance), Property and Workers' Compensation (if applicable) and designating the City as additional insured. Said certificates shall not be cancelled or altered without providing the City with notice of same at least 30 days prior to any such cancellation or alteration taking effect. All insurance coverage shall be with insurer(s) approved by the City's Risk Manager and licensed by the State of Florida to engage in the business of writing of insurance. HCVA shall also provide copies of all insurance certificates and endorsements to the City no later than thirty (30) days before the Event. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by HCVA in accordance with this section on the basis of its not complying with the Agreement, the City shall notify HCVA in writing thereof within fifteen (15) days of the date of delivery of such certificates and endorsements to the City. For all services performed pursuant to this Agreement and during the Special Event, HCVA shall continuously maintain such insurance as required by this section.

13.0 **Indemnification and Hold Harmless**. For all services performed pursuant to this Agreement, HCVA agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees, officers, and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial, post judgment and appellate proceedings), directly or indirectly arising from the negligent acts, errors, omissions, intentional or otherwise, arising out of or resulting from its respective: (i) performance of services pursuant to this Agreement; (ii) failure to properly train employees under their control or direction; (iii) failure to remit any local, state, and federal taxes due by them as a result of the Event; (iv) failure to properly plan, promote, manage, and operate the Event; and (v) failure to comply with the budget and general ledger requirement and to account for all revenues and expenses under this Agreement.

The indemnification provided above shall obligate the indemnifying party to defend at its own expense or to provide for such defense, at the sole option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees, officers, and attorneys which may result from the services under this Agreement whether the services be performed by the indemnifying party or anyone directly or indirectly employed or hired by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are reasonable. This Section 13.0 shall survive termination of this Agreement.

14.0 **Standard of Care**. In performing its services hereunder, HCVA shall use that degree of care and skill ordinarily exercised, under similar circumstances by reputable members of its profession practicing in the same or similar locality.

15.0 **Contractor's Signatory**. The undersigned individual executing this Agreement on behalf of each party hereby represents and warrants that he/she has the full authority to sign said Agreement and to fully bind their principal to the terms and conditions set forth in this Agreement.

16.0 **Term.** This Agreement shall remain in full force and effect until all parties hereto have fully completed their respective obligations related the Event as set forth in this Agreement or unless this Agreement is terminated pursuant to Section 17.0 herein.

17.0 **Termination.** HCVA's services under this Agreement may be terminated by the City for material breach of any term or condition under this Agreement upon at least fifteen (15) days advance written notice. Further, upon notice of termination by the City, the breaching party shall immediately cease the services being performed hereunder. However, except for fraudulent, malicious, reckless, or dangerous activities constituting a breach, City shall give the breaching party a reasonable period of time to cure said breach prior to termination.

18.0 **City's Performance.** Nothing contained in this Agreement shall prohibit the City from performing any of the services assigned hereunder to HCVA.

19.0 **Dispute Resolution.** Disputes regarding any terms or conditions of this Agreement which cannot be resolved within a reasonable time by the parties hereto shall be decided by the City Manager at such time at least one party declares an impasse in writing to the City Manager. Upon impasse, the City Manager shall promptly decide the impasse issue in writing and shall distribute the written decision to the Leisure Services Manager, and the other parties' representatives and the City Council. All such decisions shall be final unless an appeal is filed with the Office of the City Clerk within five (5) business days of the date of the City Manager's written decision. If timely appealed, the appeal shall be scheduled for consideration by the City Council at its next available regular meeting. The City Council shall ultimately make, in writing, a final and binding decision on the impasse issue.

The parties agree to fully abide by the decision of the City Council or City Manager (if not appealed) as if said written decision was incorporated into this Agreement.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

HCVA:

THE HISTORIC COCOA VILLAGE ASSOCIATION, INC.:

By: _____
Janne Etz, President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Janne Etz as President of **THE HISTORIC COCOA VILLAGE ASSOCIATION, INC.,** a Florida Non Profit Corporation, [ ] who is personally known to me or [ ] who has produced _____ as identification.

_____
NOTARY PUBLIC, State of Florida
My commission expires:_____

CITY:

THE CITY OF COCOA
A Florida Municipal Corporation

By: _____
John Titkanich, City Manager

ATTEST:

By: _____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	17-43	**Version:**	1	**Name:**	Medical Marijuana Moratorium 2nd reading
Type:	Ordinance			**Status:**	Public Hearing
File created:	1/11/2017			**In control:**	City Council
On agenda:	1/24/2017			**Final action:**	
Title:	Ordinance No. 18-2016/ 2nd and Final Reading: Establishing a temporary moratorium within the jurisdictional limits of the City of Cocoa, prohibiting any and all medical cannabis activities during the moratorium period. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 18-2016.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 11, 2017
Agenda Date: January 24, 2017
Prepared By: Steven Biel, Senior Planner
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the second reading of Ordinance No. 18-2016, establishing a temporary moratorium within the jurisdictional limits of the City of Cocoa, prohibiting any and all medical cannabis activities during the moratorium period.

BACKGROUND:

In accordance with Section 1(G)(2), Article XXII, Appendix A (Zoning), of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. *The need and justification for the change.*

b. *The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.*

Need and justification for change

In 2014, the Florida Legislature passed the Compassionate Medical Cannabis Act (Compassionate

Use Act, Florida Statute 381.986), which authorizes a licensed dispensing organization to cultivate, process, transport, and dispense “Low-THC Cannabis and derivative products for use by certain “qualified patients,” as defined by Florida Statute 381.986(1)(h).

In 2015, the Florida Legislature passed the Right to Try Act (Florida Statute 499.0295), which amended the Compassionate Use Act and authorizes a licensed dispensing organization to cultivate, process, transport, and dispense “Medical Cannabis (Florida Statute 381.986(1)(f)),” and derivative products for use by certain “eligible patients,” as defined by Florida Statute 499.0295.

Currently, the Florida Department of Health has approved six dispensing organizations throughout Florida, which are authorized to cultivate, process, transport, and dispense Medical Cannabis, Low-THC Cannabis, and derivative products.

On November 8, 2016, Florida voters approved the Florida Right to Medical Marijuana Initiative amending the Florida Constitution to authorize “Medical Marijuana Treatment Centers,” defined as “an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sell, distributes, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their caregivers and is registered by the Florida Department of Health.

The passage of the Florida Right to Medical Marijuana Initiative expands the medical use of cannabis and related products to patients suffering from certain “Debilitating Medical Conditions,” which represents a broader population of patients than those eligible under the Compassionate Use Act and the Right to Try Act.

The purpose of the proposed ordinance is to place a temporary moratorium on medical cannabis activities, as defined in the proposed ordinance, for a period of time reasonably necessary (up to 270 days) for the City to investigate the impacts of such medical cannabis activities upon the public health, safety, and welfare, and to promulgate reasonable regulations relating to such activities if deemed advisable by the City of Cocoa. In addition, the proposed ordinance would allow City staff to evaluate practical regulations that would reduce the likelihood of potentially negative effects of unregulated medical cannabis activities upon residents and businesses located within the City of Cocoa.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policies are directly related to the proposed moratorium:

- Future Land Use Element Objective 1.1.5 - Neighborhood Protection: The City shall ensure that additional growth and development will be respectful of established neighborhoods that define much of the City’s character.

- Future Land Use Element Goal 1.1: Create and maintain a broad range of land use activities that maximize the City’s potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.

- Future Land Use Element Goal 1.3: The City of Cocoa shall enhance the quality of life and prosperity of its citizens through the retention and creation of a wide range of profitable

business opportunities and jobs.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted No

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval by a vote of 6-1 at its December 14, 2016 meeting.

City Council approved the first reading of Ordinance 18-2016, at its January 10, 2017 meeting.

RECOMMENDED MOTION:

Approve the second reading of Ordinance No. 18-2016, establishing a temporary moratorium within the jurisdictional limits of the City of Cocoa, prohibiting any and all medical cannabis activities during the moratorium period.

ORDINANCE NO. 18-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ESTABLISHING A TEMPORARY MORATORIUM WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF COCOA; ADOPTING FINDINGS OF FACT; PROHIBITING ANY AND ALL MEDICAL CANNABIS ACTIVITIES DURING THE MORATORIUM PERIOD INCLUDING THE GROWING, CULTIVATION, PROCESSING, MANUFACTURE, DISPENSING, DISTRIBUTION, AND SALE OF MEDICAL CANNABIS, LOW-THC CANNABIS, DERIVATIVE PRODUCTS, AND RELATED ACTIVITIES; DIRECTING STAFF TO DEVELOP PROPOSED LAND DEVELOPMENT REGULATIONS AND OTHER RECOMMENDATIONS REGARDING SUCH CANNABIS RELATED ACTIVITIES; PROVIDING FOR PENALTIES; SEVERABILITY; CONFLICT WITH PRIOR INCONSISTENT ORDINANCES; NON-CODIFICATION; CORRECTION OF SCRIVENER'S ERRORS; AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, and Section 166.021, Florida Statutes, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, in 2014, the Florida Legislature passed the Compassionate Medical Cannabis Act, codified at Section 381.986, Florida Statutes (the "Compassionate Use Act"), which authorizes a licensed dispensing organization to cultivate, process, transport, and dispense "Low-THC Cannabis," as defined by Section 381.986(1) (e), Florida Statutes, and derivative products for use by certain "qualified patients," as defined by Section 381.986(1)(h); and

WHEREAS, in 2015 the Florida Legislature passed the Right to Try Act, codified at Section 499.0295, Florida Statutes, which amended the Compassionate Use Act and authorizes a licensed dispensing organization to cultivate, process, transport, and dispense "Medical Cannabis," as defined by Section 381.986(1)(f), Florida Statutes, and derivative products for use by certain "eligible patients," as defined by Section 499.0295, Florida Statutes; and

WHEREAS, to date, the Florida Department of Health has approved six (6) dispensing organizations throughout the State of Florida, which are authorized to cultivate, process, transport, and dispense Medical Cannabis, Low-THC Cannabis, and derivative products; and

WHEREAS, on November 8, 2016, Florida voters will vote on the Florida Right to Medical Marijuana Initiative, passage of which would amend the Florida Constitution to authorize "Medical Marijuana Treatment Centers," defined therein as "an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their caregivers and is registered by the Department;" and

WHEREAS, the passage of the Florida Right to Medical Marijuana Initiative would expand the medical use of cannabis and related products to patients suffering from certain "Debilitating Medical Conditions," as defined therein, which represents a broader population of patients than those eligible under the Compassionate Use Act and the Right to Try Act; and

WHEREAS, the recent legalization of Low-THC Cannabis and Medical Cannabis by the Compassionate Use Act and the Right to Try Act, respectively, and potential future changes in the law including but not limited to passage of the Florida Right to Try Medical Marijuana Initiative, raise substantial questions regarding the impact of Medical Cannabis Activities, as defined herein, upon the public health, safety, and welfare within the City of Cocoa; and

WHEREAS, the purpose of this ordinance is to place a temporary moratorium on Medical Cannabis Activities, as defined herein, for a period of time reasonably necessary for the City to investigate the impacts of such Medical Cannabis Activities upon the public health, safety, and welfare, and to promulgate reasonable regulations relating to such activities if deemed advisable by the City; and

WHEREAS, the City Council finds that this Ordinance advances important government purposes, including but not limited to reducing the likelihood of potentially negative effects of unregulated Medical Cannabis Activities, as defined herein, upon residents and businesses located within the City; and

WHEREAS, the City Council of the City of Cocoa, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

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

Section 2. Definitions. For the purposes of this ordinance, the following words, terms, and phrases, including their respective derivatives, have the following meanings:

a. *Derivative Product* means any form of cannabis suitable for routes of administration.

b. *Low-THC Cannabis* has the meaning established in Section 381.986(1)(e), Florida Statutes, and means a plant of the genus Cannabis, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seed or resin.

c. *Medical Cannabis* has the meaning established in Section 381.986(1)(f), Florida Statutes, and means all parts of any plant of the genus Cannabis, whether growing or not; the seeds

thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin.

d. *Medical Cannabis Activities* means, without limitation, the growing, cultivation, processing, manufacture, dispensing, distribution, storage, and wholesale and retail sale of Medical Cannabis, Low-THC Cannabis, and Derivative Products, and other related activities. The term Medical Cannabis Activities shall include any single activity or combination of activities described in this definition.

Section 3. Temporary Moratorium. Beginning on the effective date of this ordinance and continuing for a period of 270 days, or sooner if provided by an ordinance by the Cocoa City Council, a moratorium is hereby imposed upon Medical Cannabis Activities, except for activities that have previously received final approval by the City, and except where City regulation is pre-empted or otherwise inconsistent with Florida law. Further, the review of any applications for Medical Cannabis Activities that may be pending on _____, the date of the adoption of this Ordinance, shall be abated, and no new applications for such permits shall be accepted or processed during the moratorium period. In addition, to the extent that a person or entity is authorized to carry out any Medical Cannabis Activities within the City by previous final approval by the City, this moratorium shall prohibit the expansion or relocation of any such authorized activity or facility and the opening of any new facility.

Section 4. Expiration of the Temporary Moratorium. The temporary moratorium imposed by Section 3 of this Ordinance expires 270 days from the effective date of this ordinance, or at an earlier date if provided by ordinance of the Cocoa City Council.

Section 5. Recommendations for Land Development Regulations. City Staff, at the City Manager's Direction and in consultation with the City Attorney, is hereby directed to study Medical Cannabis Activities and their impact on the health, safety, and welfare of residents and businesses located within the City, and to develop and recommend, as deemed advisable by the City Manager, land development regulations for Medical Cannabis Activities in the City, and any other relevant regulations and recommendations, with such recommendations and proposed regulations being delivered to the Cocoa City Council within a reasonable time before the expiration of this moratorium.

Section 6. Penalties. Violations of this Ordinance are punishable as provided by Section 1-8 of the Cocoa City Code or other applicable Code provisions.

Section 7. 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 8. Non-Codification. This Ordinance shall not be incorporated into the Cocoa City Code.

Section 9. **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 10. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida, and pursuant to the City Charter.

ADOPTED, by the City Council of the City of Cocoa, Florida, this 24th day of January, 2017.

_____
HENRY U. PARRISH, Mayor

ATTEST:

_____
CARIE SHEALY, CMC
City Clerk

First Reading:	01/10/2017
Second Reading:	01/24/2017
Legal Ad Published:	11/29/2016 & 01/19/2017
Effective Date:	01/24/2017

Legislation Details (With Text)

File #:	17-45	**Version:**	1	**Name:**	Backyard Chicken Ord 1st reading
Type:	Ordinance			**Status:**	Public Hearing
File created:	1/11/2017			**In control:**	City Council
On agenda:	1/24/2017			**Final action:**	
Title:	Ordinance No. 01-2017/1st Reading: Amending Chapter 5 - Animals and Fowl, to include a new Section 5-35 Backyard Chicken Pilot Program. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 01-2017.pdf ProposedLocationsOrdNo01-2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 11, 2017
Agenda Date: January 24, 2017
Prepared By: Steven Biel, Senior Planner
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the first reading of Ordinance 01-2017, amending Chapter 5 - Animals and Fowl, to include a new Section 5-35 Backyard Chicken Pilot Program.

BACKGROUND:

City Council adopted Ordinance 15-2014 on April 22, 2014, which provided for a non-binding referendum question regarding whether City Council should amend the City Code to allow the raising and keeping of chickens on residential property for domestic (non-commercial) purposes. The question was on the November 4, 2014, election ballot. Voters approved the non-binding referendum question with more than 54 percent of electors voting in favor of the amending the City Code. There was a total of 5,060 total cast on the non-binding referendum question, with 2,777 voting for amending the City Code and 2,283 voting against.

In accordance with Section 1(G)(2), Article XXII, Appendix A (Zoning), of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. The need and justification for the change.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as

to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Need and justification for change

City Council has recognized a societal trend to incorporate fresh organic products into diets, a lifestyle which can be supported by allowing residents to keep and raise chickens on single-family residential property for the purposes of producing eggs for personal consumption.

The referendum provided for the amendment to the City Code to allow, as a permitted use, the raising and keeping of chickens for domestic (non-commercial) purposes on residential property under certain terms and conditions established by City Council.

City staff has conducted analysis regarding appropriate terms and conditions and has evaluated several programs initiated by other municipalities and counties around the country and within Florida. A new section of code (Section 5-35. - Backyard Chicken Pilot Program) has been created under Chapter 5, Animals and Fowl. The details of the proposed new section of code can be found in the attached ordinance (Ordinance No. 01-2017). Some of the highlights of the ordinance include the following:

- The intent of the proposed new section is to create and implement a two-year temporary **Backyard Chicken Pilot Program** to permit the keeping of chickens by no more than 15 families on occupied single-family property within the RU-1-7, RU-1-7a, and RU-1-10 zoning districts. See attached map indicating areas that would be subject to the Pilot Program. The number of families eligible under the program may be increased by City Council approval in increments of 5 families, not to exceed 25 families.

- Persons desiring to participate in the Backyard Chicken Pilot Program must apply for and obtain a permit ($75.00 fee) prior to the keeping of chickens.

- Persons applying for a permit must provide evidence of successful completion of a University of Florida Agricultural Extension Service class, or equivalent, on the care and raising of chickens.

- Up to 4 chickens may be kept on an occupied single-family property within the proper zoning district as noted above.

- The term “chicken” for this program refers to female chickens (hens) only.

- Chickens must be kept within a coop and enclosure, and may not be released or set free to roam unless under the direct supervision of the owner and such roaming must be confined to the backyard of the subject property.

- Chickens must be kept for personal use only. Selling of chickens, eggs, feathers, chicken manure, or the breeding of chickens for commercial purposes is strictly prohibited.

- The coop and enclosure must be screened from neighboring property.

- Chicken coops and fence enclosures must be located in the rear/back yard (behind the home). No coop or enclosure will be allowed in any front or side yard. The coop and enclosure must be at

least 10 feet from the single-family structure, a minimum of 10 feet from the rear or side property, a minimum of 20 feet from any side street, and a minimum of 20 feet from any neighboring residential homes.

- The proposed new section of code shall be subject to a two-year sunset period and shall expire on a date determined by City Council unless otherwise extended by City Council.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policies support the applicant's request:

- Housing Element Objective 3.2.4 - Neighborhood Preservation: The City of Cocoa shall promote neighborhood preservation through the continued application and enforcement of zoning district regulations, land development regulations, and nuisance abatement regulations.

Housing Element Policy 3.2.4.4: The City shall protect residential neighborhoods from noise, water, and air pollution by regulating land development practices to ensure all applicable local, state, and federal air & water quality standards are met and maintained. Activities creating noise related disturbances shall be restricted from inappropriate locations or required to provide more stringent attenuation measures.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

At its January 11, 2017 meeting the Planning & Zoning Board recommended approval by a 4-3 vote and recommended the application fee be changed from $75 to $20.

RECOMMENDED MOTION:

Approve the first reading of Ordinance 01-2017, amending Chapter 5 - Animals and Fowl, to include a new Section 5-35 Backyard Chicken Pilot Program.

ORDINANCE NO. 01-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; RELATING TO BACKYARD CHICKENS; AMENDING CHAPTER 5 – ANIMALS AND FOWL TO INCLUDE A NEW SECTION 5-35 BACKYARD CHICKEN PILOT PROGRAM TO ALLOW THE KEEPING OF CHICKENS AND CHICKEN COOPS WITHIN CERTAIN RESIDENTIAL ZONING DISTRICTS; CREATING DEFINITIONS; ENUMERATING TERMS AND CONDITIONS CONCERNING THE KEEPING OF BACKYARD CHICKENS; ESTABLISHING A LIMITED PERMITTING PROCESS; PROVIDING FOR A SUNSET OR EXTENSION OF THESE REGULATIONS UPON REVIEW BY THE CITY COUNCIL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa 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, Chapter 166, Florida Statutes, the Municipal Home Rule Powers Act, provides for the ability of the City of Cocoa to enact legislation concerning any subject matter upon which the state Legislature may act, subject to limited exceptions as provided for therein; and

WHEREAS, the City Council recognizes the trend in society to incorporate fresh organic products into diets; a lifestyle which can be supported by allowing residents to keep and raise chickens on their single family residential properties for the purposes of producing eggs for personal consumption; and

WHEREAS, in recognition of this trend, the City Council presented a non-binding referendum to the registered electorate of the City on November 4, 2014 to gauge community interest and support in establishing a backyard chicken program for purposes of raising and keeping of chickens on residential property for domestic purposes ("Referendum"); and

WHEREAS, the Referendum results were 2,777 in favor (54.66%) and 2,283 opposed (45.34%) to the City Council establishing a backyard chicken program under terms and conditions determined by the City Council; and

WHEREAS, after the Referendum, City staff conducted additional analysis regarding appropriate terms and conditions for establishing a backyard chicken program within the city of Cocoa, and has evaluated several other programs that have been initiated by other municipalities and counties around the country including within the State of Florida; and

WHEREAS, the City Council recognizes the desire of all residents to live in a clean and pleasant environment free of excessive odor, noise, vermin and disease; and

WHEREAS, based on staff's analysis, experts seem to suggest that the keeping of four (4) chickens is sufficient to meet the needs of the average family's egg consumption; and

WHEREAS, the City Council desires to permit residents to maintain up to four (4) chickens on a lot or parcel occupied by a single family detached residence in the RU-1-7, RU-1-7a, and the RU-1-10 Residential zoning districts, subject to the terms and conditions of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY OF COCOA HEREBY ORDAINS 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. Amendment to Chapter 5, Animal and Fowl. Chapter 5, Animal and Fowl, of the Code of Ordinances, City of Cocoa, Florida, is hereby amended to add a new Section 5-35 as follows (underlined type indicates additions to the City Code):

Sec. 5-35. – Backyard Chicken Pilot Program.

(a) The intent of this section is to create and implement a two (2) year temporary Backyard Chicken Pilot Program to permit the keeping of chickens by no more than fifteen (15) families on occupied single-family property within the RU-1-7, RU-1-7a, and the RU-1-10 Residential zoning districts, subject to the terms and conditions of this section. The number of families eligible under the program may be increased at the city council's sole discretion, by resolution, in increments of five (5) families, not to exceed twenty-five (25) upon being advised that the public demand requires the increase, city staff is capable of managing the increase, and the outstanding permits are not causing any adverse effects on the community.

(b) For purposes of this Section, the term "chicken" refers to female chickens (hens) only. The term "predators" includes, but is not limited to, bears, raccoons, coyotes, bobcats, alligators and foxes. The term "subject property" is the single-family residential property with which the Backyard Chicken Pilot Program permit is associated.

(c) This section does not authorize persons to violate applicable restrictive covenants or homeowner's association rules and regulations. The City does not police and enforce private restrictive covenants or homeowner's association rules and regulations. Persons applying for and receiving temporary permits under this Section are solely responsible for compliance with all applicable restrictive covenants and homeowner's association rules and regulations.

(d) Persons desiring to participate in the Backyard Chicken Pilot Program must apply for and obtain a permit from the city's community services director or designee prior to keeping chickens within the RU-1-7, RU-1-7a, and the RU-1-10 Residential zoning districts. The city shall charge a non-refundable fee of $75.00 dollars to persons applying for a permit to cover processing costs. If the person is not the fee simple owner of the subject property, the fee simple owner must provide owner authorization and consent to the application. No more than twenty-five (25) permits will be issued under this section. Only one permit per occupied single-family property will be issued. Permits shall be awarded by the city on a first-come, first served basis. If a participant chooses to leave the program, he/she must provide notice to the city. The city is then authorized to re-issue the permit to another qualified applicant. If a participant is removed from the pilot program due to violations of the terms of this section, his/her permit may also be re-issued to another qualified applicant.

(e) In order to obtain a permit under this section, persons applying for a permit must submit a sketch showing the location of the proposed chicken coop and enclosure and must demonstrate that he/she can meet the requirements of this section. The city will conduct site inspections of the subject property to make compliance determinations under this section. The community services director or designee may deny a permit application if he/she determines that the person(s) applying for a permit cannot meet the requirements of this section. The issuance of a permit is conditioned upon and subject to the terms and conditions of this section. Regardless of the date of the permit issued, such permit shall terminate and expire two years from the effective date of this section (_____ 2017) unless terminated earlier or extended by action of the city to extend the sunset and termination date set forth herein.

(f) Persons applying for a permit under this section must provide proof of successful completion of a University of Florida Agricultural Extension Service class, or equivalent, on the care and raising of chickens. The community services director or designee will maintain a schedule of such classes that are available for complying with this condition.

(g) Persons applying for a permit under this section shall be deemed to have agreed to the following terms and conditions: (i) agree to the terms and conditions of this section; (ii) grant the city and its officers, employees and agents a right-of-entry upon the subject property (including rear yard) for inspection purposes to ensure compliance with this section; (iii) agree to remove chickens and chicken coops and enclosures upon the termination or expiration of a permit issued under this section, and (iv) hold the city and its officials, employees and agents harmless concerning matters relating to the permit and this section.

(h) Up to four (4) chickens may be kept on an occupied single-family property zoned RU-1-7, RU-1-7a, and the RU-1-10 upon receiving a permit from the community services director or designee. Chickens are prohibited within other zoning districts unless expressly provided otherwise in the City Code applicable. Chickens shall not be kept on duplex, triplex, or multi-family properties, or within mobile home/manufactured home parks.

(i) Chickens must be kept within a coop or enclosure and may not be released or set free to roam unless under the direct supervision of the owner in compliance with this section. Such roaming must be confined to the backyard of the subject property.

(j) Ducks, geese, turkeys, peafowl, male chickens/roosters, or any other poultry or fowl are not allowed under the provisions of this section.

(k) Chickens must be kept for personal use only. Selling chickens, eggs, feathers or chicken manure, or the breeding of chickens for commercial purposes is strictly prohibited.

(l) Chickens may not be bred or slaughtered on premises. Chickens shall not be used or trained for the purpose of fighting for amusement, sport or financial gain.

(m) The coop and enclosure must be screened from neighboring property. Screening must be accomplished using an opaque fence and/or landscape screen (existing vegetation may be used if sufficient enough to create an opaque screen).

(n) All applicable building permits must be obtained prior to constructing fences and the coop and enclosures to house chickens.

(o) Unless otherwise in conflict with Florida Statutes, a dog or cat that injures or kills a chicken that wanders onto the property at which the dog or cat resides will not, for that reason alone, be considered a dangerous or aggressive animal.

(p) Deceased chickens must be properly disposed of within 24-hours of expiring and in accordance with Florida law. Permit holders may contact the University of Florida Agricultural Extension Service office for requirements regarding the proper disposal methods.

(q) No manure may be allowed to accumulate on the floor of the coop or ground. Permit holders must implement a manure management program. For example, a fly-tight bin for storage of manure could be utilized; the size of which must be sufficient to contain all accumulation or manure. A manure box inside the coop is recommended. The fly-tight bin must be kept at least twenty (20) feet away from all property lines. Composting chicken manure may be allowed in the enclosed bin. Perceptible odor shall not emanate from the manure storage/composting bin.

(r) Chicken coops and fence enclosures must be located in the rear/back yard (behind the home). No coop or enclosure will be allowed in any front or side yard. Yard, as used in this provision, references location, not building setback area. The coop and enclosure must be at least ten (10) feet from the single family structure, a minimum of ten (10) feet from the rear or side property lines, a minimum of twenty (20) feet from any side street, and a minimum twenty (20) feet from any neighboring residential homes. On corner lots, coops and enclosures must meet the required side street setback per the property's applicable zoning district. The community services director may authorize an administrative waiver, in writing, of up to ten percent (10%) of any setback requirement set forth in this subsection if the subject property has extraordinary conditions that make compliance with any particular setback requirement impracticable or unfeasible, provided such waiver does not undermine the intent and purpose of the safeguards required under this section.

(s) The coop must be covered and ventilated, and a fenced enclosure/run is required. The coop and enclosure must be completely secured from predators, including all openings, ventilation holes, doors, and gates. Fencing or roofing is required over the enclosure in

addition to the coop, in order to protect the chickens from predators. The coop must also be tied down for wind resistance.

(t) All stored feed must be kept in a rodent and predator-proof container or be kept inside a secured structure.

(u) The coop must provide a minimum of four (4) square feet per chicken; a minimum of five (5) square feet of run per chicken, and be of sufficient size to permit free movement of the chickens. The coop may not be taller than six (6) feet, measured from the natural grade, and may be easily accessible for cleaning and maintenance. Coops may not exceed a maximum of 150 square feet.

(v) Chicken coops and enclosures must be maintained in a clean and sanitary condition at all times including dry bedding materials. Activities permitted by this section must be conducted in a manner that does not create any nuisance consisting of odor, noise or pests, or contribute to any other nuisance condition. There shall be no perceptible odor that is objectionable, under the reasonable person standard, to neighboring properties emanating from the chickens or the enclosure.

(w) In a public health emergency declared by the Brevard County Health Department including, but not limited to, an outbreak of Avian Flu or West Nile Virus, immediate corrective action may be required in accordance with applicable public health regulations and procedures. Any person issued a permit under this section shall be deemed to have consented to compliance with such required corrective action.

(x) In the event of a person violates any of the provisions of this section, the city shall have the right to legally pursue any of the following remedies or actions:

(1) Institute code enforcement actions against the violator and the property owner of the subject property where the violation occurs;

(2) Issue a civil citation as a Class II violation to the violator for the first violation, and Class III for all other violations whether concurrent with or subsequent to the first violation, in accordance with Chapter 6, Article II, Division 2 of the City Code.

(3) Each violation of this section shall be considered a separate offense.

(4) Take any other action or remedy authorized by law or equity, including, but not limited to, instituting an action in court to enjoin violating actions, in which case, the person violating this section shall be liable to the City for reimbursement of the city's attorney's fees and costs concerning such action; and/or

(5) Revoke the permit issued under this section for keeping of chickens and require that the chickens be removed within ten (10) days of said revocation.

(y) This section shall be subject to a two (2) year sunset period and shall expire on [INSERT EXPIRATION DATE] unless otherwise extended by the city council, by resolution, for an additional period of up to one year. During the effective period of this section, the community services department and code enforcement staff shall track complaints and

compliance issues regarding the permits issued under this section. At least one hundred and twenty (120) days prior to the sunset expiration date, the community services director and code enforcement staff shall present a written report to the city council as to the results. Prior to the sunset expiration date, the city council shall conduct a public hearing and review the data compiled by staff in the report, and feedback from staff, the public and professionals on the successes and failures of the Backyard Chicken Pilot Program. After the hearing, the city council may permit the program to sunset and expire, extend the pilot program, or take other action as appropriate. However, the sunset of this section shall not affect the city's ability to prosecute violations of this section for violations occurring prior to the sunset and expiration date.

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. **In the event that the City Council allows the sunset and expiration of this Ordinance to become effective, the City Clerk is authorized to remove section 5-35 adopted herein from the City Code.**

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. Sunset Date. This Ordinance and the provisions hereof shall sunset and expire two (2) years from the effective date; provided, however, such shall not affect the City's ability to prosecute violations of this Ordinance for violations occurring prior to such sunset and expiration date. The City Council may, by resolution, extend the sunset and expiration date of this Ordinance up to an additional one (1) year period. Thereafter, the sunset and expiration date of this Ordinance shall either be extended for an additional period of time or permanently repealed to make the provisions of this Ordinance, as amended, permanently in effect until repealed or modified by subsequent ordinance adopted by the City Council.

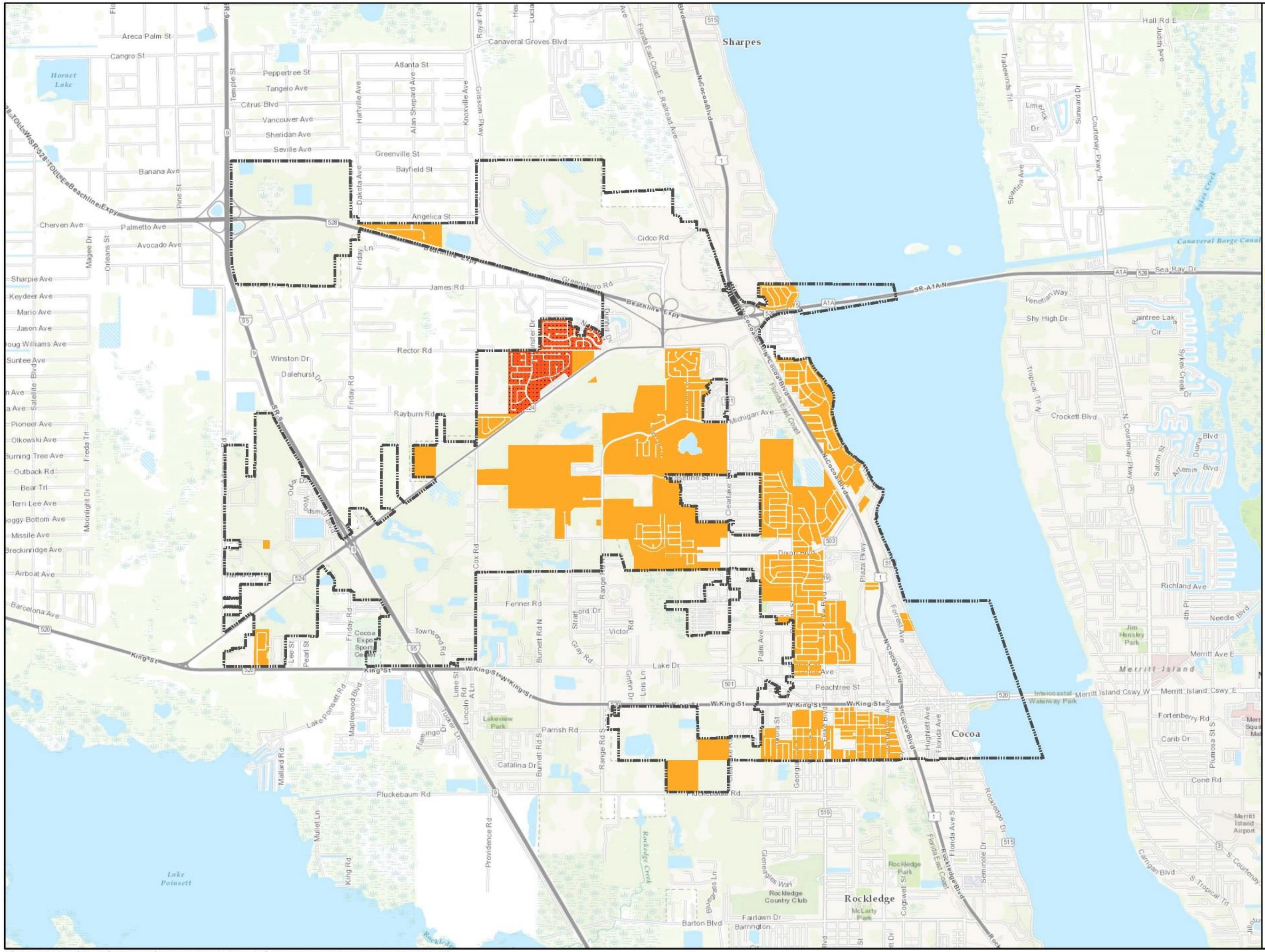
Section 7. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED, by the City Council of the City of Cocoa, Florida, this ____ day of _____, 2017.

Henry U. Parrish, III, Mayor

ATTEST:

Carie Shealy, City Clerk



City of Cocoa

Potential Locations for Ordinance No. 01-2017

Zoning

- RU-1-7: Single Family Residential
- RU-1-7a: Single Family Residential
- RU-1-10: Single Family Residential
- City Boundary

N / W / E / S

0 0.75 1.5
Miles

Map Date: 1/11/2017

City of Cocoa
65 Stone St.
Cocoa, FL 32922
www.cocoafl.org

Map Disclaimer:
The map is created from theCity ofCocoa's GIS database. The data contained herein is intended to be a graphical representation only and is by no means an official survey or legal interpretation thereof. The City of Cocoa provides this data in good faith and makes no warranties, guarantees, or representations of any kind, either expressed or implied, as to the content, accuracy, completeness or reliability of this data.

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Legislation Details (With Text)

File #:	17-47	**Version:** 1	**Name:**	Auto Sales Ordinance 1st reading	
Type:	Ordinance		**Status:**	Public Hearing	
File created:	1/11/2017		**In control:**	City Council	
On agenda:	1/24/2017		**Final action:**		
Title:	Ordinance 02-2017/1st Reading: Amending Appendix A, Zoning, Article XIII, Supplementary District Regulations, Section 28, Regulating Businesses Providing For The Sale Or Rental Of New And/Or Used Vehicles. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 02-2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 11, 2017
Agenda Date: January 24, 2017
Prepared By: Steven Biel, Senior Planner
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve first reading of Ordinance 02-2017, amending Appendix A, Zoning, Article XIII, Supplementary District Regulations, Section 28, Regulating Businesses Providing For The Sale Or Rental Of New And/Or Used Vehicles.

BACKGROUND:

In accordance with Section 1(G)(2), Article XXII, Appendix A (Zoning), of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. The need and justification for the change.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Need and justification for change

The Community Services Department has identified a need to allow for greater flexibility when dealers of new or used automotive vehicles, agricultural equipment, major recreational equipment,

and mobile homes hold special sales events. Current code allows for such businesses to hold two separate sales events per calendar year of no more than 15 consecutive days per event.

The proposed ordinance (Ordinance No. 02-2017) would allow for such businesses to hold 6 separate, 7 consecutive day sales events per calendar year. Only one special sales event permit may be issued within any 30-day period, except that two, 7 consecutive day sales events may be combined to create a 14 consecutive day special sales event. In the alternative, one, 30 consecutive day sales event may be allowed in place of all other special sales events during the calendar year.

During the special sales event period, auto dealers are permitted to utilize streamers, balloons, spinners, floaters, or other flying or inflatable devices, signs, or similar objects designed to attract the public's attention, which are otherwise prohibited.

The proposed ordinance would also allow for vehicles on display to be parked on non-paved surfaces during the permitted special sales event period only. Many auto dealers have displayed vehicles for sale on the grass area near the roadway in violation of the current Code. The Ordinance would allow limited display of vehicles on these areas during a special sales event permit period. Under no circumstances shall vehicles be permitted in the public right-of-way. The proposed ordinance clarifies that all outside display areas shall be paved in accordance with city specifications, except as provided in subsection M for permitted special sales events.

Finally, the proposed ordinance revises the references from community development director to community services director.

Staff provided a copy of the proposed ordinance for review to affected auto dealerships and did not receive any comments back.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policies support the applicant's request:

- Future Land Use Element Objective 1.3.1 - Economic Base Enhancement: The City of Cocoa shall seek to establish and maintain a stable and growing economic base through strategic incentive programs and diversification of the economy.
- Future Land Use Element Goal 1.1: Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval at its January 11, 2017 meeting.

RECOMMENDED MOTION:

Approve first reading of Ordinance 02-2017, amending Appendix A, Zoning, Article XIII, Supplementary District Regulations, Section 28, Regulating Businesses Providing For The Sale Or Rental Of New And/Or Used Vehicles.

ORDINANCE NO. 02-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XIII, SUPPLEMENTARY DISTRICT REGULATIONS, SECTION 28, REGULATING BUSINESSES PROVIDING FOR THE SALE OR RENTAL OF NEW AND/OR USED AUTOMOTIVE VEHICLES, AGRICULTURAL EQUIPMENT, MAJOR RECREATIONAL EQUIPMENT, AND MOBILE HOMES AND ACCESSORY USES THEREOF; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa 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, Chapter 166, Florida Statutes, the Municipal Home Rule Powers Act, provides for the ability of the City of Cocoa to enact legislation concerning any subject matter upon which the state Legislature may act, subject to limited exceptions as provided for therein; and

WHEREAS, Appendix A, Article XIII, Section 28 of the City Code regulates businesses which provide for the sale or rental of new and/or used automotive vehicles, agricultural equipment, major recreational equipment, and mobile homes and any accessory use thereof; and

WHEREAS, the City Council desires to allow for greater flexibility when such businesses hold special sales events; and

WHEREAS, the City Council of the City of Cocoa, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY OF COCOA HEREBY ORDAINS 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.** Appendix A, Zoning, Article XIII, Section 28, of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in Appendix A. It is intended that the text in Appendix A denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

APPENDIX A.

***

ARTICLE XIII.
SUPPLEMENTARY DISTRICT REGULATIONS

***

Sec. 28. –Sales or rental of new and/or used automotive vehicles, agricultural equipment, major recreational equipment, and mobile homes, with accessory uses.

This section provides the minimum standards for the design and operation of businesses which provide for the sale or rental of new and/or used automotive vehicles, agricultural equipment, major recreational equipment, and mobile homes and any accessory use thereof.

***

H. *Parking and automotive vehicle storage.* All businesses or uses regulated under this section shall comply with the off-street parking requirements provided in appendix A, article XII, except as may be provided below:

***

2. All outside display areas shall be paved in accordance with city specifications, except as provided in subsection M for permitted special sales events. Any lawfully existing business or use as of July 22, 2003 however, may provide unpaved storage areas as long as the storage areas are completely screened from view from both public rights-of-way and residentially zoned districts.

5. Each automotive vehicle, agricultural equipment, major recreational equipment, minor recreational vehicle, and mobile homes for display, sale or rental shall be parked within the confines of designated display and/or sales area, and shall not be parked within any right-of-way, unless use of State of Florida right-of-way is permitted by the Florida Department of Transportation. All lawfully existing businesses or uses shall file with the community ~~development~~ services director for the City of Cocoa a scaled drawing demonstrating where such areas are to be located upon their site. Such scaled drawing is to be received no later than sixty days from the effective date of this section.

***

M. *Special sales event permit.* Each business or use regulated under this section may obtain from the community ~~development~~ services director or the director's designee a special sales event permit. No business or use shall be entitled to more than ~~two separate (15) fifteen~~ six separate seven (7) consecutive day sales events per calendar year. Only one special sales event permit may

be issued within any thirty (30) day period, except that two seven (7) consecutive day sales events may be combined to create a fourteen (14) consecutive day special sales event. In the alternative, one thirty (30) consecutive day sales event may be allowed in place of all other special sales events during the calendar year.~~or one (30) thirty consecutive day sales event per calendar year.~~

Beginning on the date provided in the permit, the use of streamers, balloons, spinners, floaters, or other flying or inflatable devices, signs, or similar objects which are designed to attract the public's attention shall be permitted, provided, however, the use of construction equipment is still prohibited. Vehicles on display shall be permitted to be placed on non-paved surfaces during the permitted special sales event period only. Under no circumstances shall vehicles be permitted in the public right of way.

***

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, at a regular meeting assembled on the _____ day of _____, 2017.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	17-49	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	1/11/2017			**In control:**	City Council
On agenda:	1/24/2017			**Final action:**	
Title:	Ordinance 04-2017/ 2nd & Final Reading: Repealing Chapter 8, Article V, Enterprise Zone Development Agency; and relieve its members from service on said Agency. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 04-2017.pdf Brownfields Advisory Board Members.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 11, 2017
Agenda Date: January 24, 2017
Prepared By: Samia Singleton, Economic Development Specialist
Through: Steven Belden, AICP, Community Services Director
Requested Action:
Approve the Second and Final Reading of Ordinance 04-2017 repealing Chapter 8, Article V, Enterprise Zone Development Agency; and relieve its members from service on said Agency.

BACKGROUND:

Following authorization by the Florida Legislature (Chapter 2002-296), in October 2002, Cocoa City Council adopted Resolution 2002-106, pertaining to the Florida Enterprise Zone Program, Sections 290.01-290.16, Florida Statutes, declaring the need for an Enterprise Zone within Cocoa city limits and stating an intent to form an Enterprise Zone Development Agency and further stating an intent to create and adopt a strategic plan for such Agency. An Enterprise Zone is a specific geographic area targeted for economic revitalization. The Florida Enterprise Zone Program offered corporate and sales tax credits to businesses located within an Enterprise Zone.

Ordinance 30-2002 was adopted by City Council establishing an Enterprise Zone Development Agency and conferring certain limited powers and responsibilities upon the Enterprise Zone Development Agency. In 2005, Council approved the re-designation of the Enterprise Zone program through Resolution 2005-112.

The City of Cocoa Code of Ordinances Chapter 8, Article V - Enterprise Zone Development Agency was formed for purposes of participating in the State's Enterprise Zone Program, providing for

advocacy of the Program, and informing the community of project updates and annual reporting.

During the 2015 Legislative Session, the Florida Legislature did not approve legislation reauthorizing the Enterprise Zone Program, and thus the program expired on December 31, 2015. With the sunset of the Enterprise Zone program, the City no longer requires Chapter 8, Article V of the City's Code of Ordinances pertaining to the program and the Enterprise Zone Development Agency.

STRATEGIC PLAN CONNECTION:

The expiration of the Enterprise Zone program is inconsistent with the goals and objectives of the City's goals of furthering and accelerating economic development and community development; however, the City has no control over this issue as the Florida Legislature allowed the program to sunset.

BUDGETARY IMPACT:

There is no budgetary impact**.**

PREVIOUS ACTION:

First reading of an Ordinance repealing Chapter 8, Article V, Enterprise Zone Development Agency; and relieve its members from service on said Agency.

RECOMMENDED MOTION:

Approve the Second and final reading of Ordinance 04-2017 repealing Chapter 8, Article V, Enterprise Zone Development Agency; and relieve its members from service on said Agency.

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ORDINANCE NO. 04-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REPEALING CHAPTER 8, ARTICLE V – ENTERPRISE ZONE DEVELOPMENT AGENCY; PROVIDING FOR THE DISSOLUTION OF THE CITY'S ENTERPRISE ZONE DEVELOPMENT AGENCY AND FORMALLY RELIEVING THE MEMBERS THEREOF FROM SERVICE ON SAID AGENCY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the City previously created an Enterprise Zone Development Agency for purposes of participating in the Florida Enterprise Zone Program; and

WHEREAS, the City's Enterprise Zone sunset in December of 2015; and

WHEREAS, because the City's Enterprise Zone has sunset, the City no longer has a need for an Enterprise Zone Development Agency, and therefore, the City Council desires to repeal the provisions of the City Code that were adopted to participate in the Florida Enterprise Zone Program; and

WHEREAS, the City Council also desires to formally dissolve the Enterprise Zone Development Agency and to formally relieve the members thereof from service on said Agency; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

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

Section 2. **Repeal of Chapter 8, Article V.** The City of Cocoa Code of Ordinances, Chapter 8, Article V, is hereby repealed in its entirety as follows (~~strikeout~~ type indicates deletions):

~~**ARTICLE V. - ENTERPRISE ZONE DEVELOPMENT AGENCY**~~

Sec. 8-90. - Enabling statute.

The provisions of this article V, enterprise zone development agency, are hereby enacted in accordance with the enabling statute, F.S. §§ 290.001—290.016 and ch. 2002-296, Laws of Florida. In the event any conflict exists between the provisions herein and the Florida Statutes, the Florida Statutes shall prevail.

Sec. 8-91. - Definitions.

For the purposes of this article, the following terms shall mean:

(1) *Agency* shall mean the City of Cocoa Enterprise Zone Development Agency, a public body corporate and politic, created by the city council, pursuant to the act, for purposes of exercising the powers and responsibilities designated herein.

(2) *Area* shall mean the City of Cocoa Enterprise Zone, its boundaries created and delineated by the city council in Resolution No. 2002-106 dated October 22, 2002, for purposes of participating in the Florida Enterprise Zone Program pursuant to the act. The area shall be approved and designated by the state as an area targeted for economic revitalization by way of offering businesses financial incentives to encourage private investment and employment opportunities for the area's residents.

(3) *Strategic plan* shall mean the enterprise zone development plan adopted by the city council in accordance with the act.

Sec. 8-92. - Established.

The agency is hereby established for the purpose of carrying out the activities and responsibilities designated to it by the city council, pursuant to the act.

Sec. 8-93. - Composition; terms; removal; vacancies.

(1) The agency shall consist of a board of commissioners which shall have not fewer than eight (8) or more than thirteen (13) commissioners. The commissioner seats shall be designated as seat #1 through #13, respectively. Each commissioner shall be appointed to a specific designated seat by majority vote of the city council. The city council shall appoint one (1) representative from each of the following groups: (One individual may represent more than one (1) of the groups.)

(a) The local chamber of commerce;

(b) A local financial or insurance entity;

(c) The businesses operating within the area;

(d) The residents residing within the area;

(e) A non-profit community-based organization operating within the area;

(f) The local private industry council;

(g) The local code enforcement agency; and

(h) The local law enforcement agency.

(2) The terms of office for the commissioners shall be staggered; thus, the initial term of each seat, beginning from the effective date of this article, shall be:

Seat #1 and #2: Three (3) years.

Seat #3 and #4: Two (2) years.

Seat #5: One (1) year.

Seat #6 to #13: Four (4) years.

Thereafter, all commissioners shall be requested to serve a four (4) year term. Each commissioner shall hold office until a successor has been appointed and qualified by the city council. A certificate of appointment or reappointment of any commissioner shall be filed immediately with the city clerk.

(3) The city council may, by majority vote, remove a commissioner for inefficiency, neglect of duty, or misconduct in office, providing the commissioner has been given a copy of written charges at least ten (10) days prior to a hearing in which the commissioner is given an opportunity to be heard on said charges in person or by counsel.

(4) A seat on the agency shall be deemed vacant when a member has more than three (3) consecutive absences or five (5) absences within a calendar year, or because of death, resignation, removal, or completion of the term by any commissioner. A seat vacated prior to the expiration of its term shall be filled for its unexpired term by majority vote of the city council.

Sec. 8-94. - Proceedings of the agency.

A majority of the appointed commissioners shall constitute a quorum for purpose of conducting business and exercising the powers of the agency and for all other purposes. Action taken by the agency shall be upon a vote of a majority of the commissioners present. The city council, by majority vote, shall designate a chairperson and vice chairperson of the agency, and the chair and vice chair shall serve in such capacity for one (1) year. The chair and vice chair may succeed themselves. In addition to the foregoing, the agency shall adopt rules necessary to the conduct of its affairs, and in keeping with the provisions of this article. Meetings shall be held at the call of the chairperson and at such other times as a majority of the commissioners may determine. All meetings shall be open to the public. The agency shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be public record and be immediately filed with the city clerk for the agency.

Sec. 8-95. - Powers and responsibilities.

The agency may only exercise those powers and responsibilities expressly granted to it by the city council and/or state law. Absent such an express grant, the city council hereby reserves all other powers and duties including, but not limited to, those powers delegated to the city council under the act. The agency shall have the following powers and responsibilities:

(1) To assist in the development and implementation of the strategic plan for the area;

(2) To oversee and monitor the implementation of the strategic plan. The agency shall make quarterly reports to the city council evaluating the progress in implementing the strategic plan;

(3) To identify and recommend to the city council ways to remove regulatory barriers; and

(4) To identify to the city council the financial needs of, and local resources or assistance available to, eligible businesses in the area.

Sec. 8-96. - Expenditure of funds.

The expenditure of funds by the Agency shall comply with the following requirements:

~~(1) The agency shall have no authority to obligate or expend any funds, including grant funds, without the authorization of the city council.~~

~~(2) The agency shall perform its functions and responsibilities within the resources made available by the city and shall not exceed its budget approved by the city.~~

~~(3) The agency shall not incur any expense, debt, or obligation to be paid by the city, unless such expense, debt, or obligation is previously authorized by the city council.~~

~~(4) The agency commissioners shall not receive any compensation for service, but are entitled to payment of necessary and reasonable expenses incurred in the discharge of their duties if said expenses comply with the agency's approved budget.~~

~~Sec. 8-97. Reports.~~

~~The agency shall prepare, and be responsible for, all necessary reports, as required by federal, state and/or local law, in fulfillment of its duties and responsibilities.~~

Section 3. Dissolution of Enterprise Zone Agency and Dismissal of Members. The Enterprise Zone Development Agency ("Agency") previously established pursuant to 8-92, City Code, is hereby dissolved. All members of the board of commissioners appointed by the City Council pursuant to Section 8-93, City Code, are hereby relieved of duty and dismissed. The board of commissioners of the Agency shall have no further responsibilities with the Agency.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. Incorporation Into Code. This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

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

[Adoption Page Follows]

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24th day of January, 2017.

_____
HENRY U. PARRISH, III
Mayor

ATTEST:

_____
CARIE SHEALY, CMC
City Clerk

BROWNFIELDS ADVISORY BOARD
Cocoa City Hall, 2nd Floor
65 Stone Street, Cocoa FL 32922
(321) 433-8577 | ssingleton@cocoafl.org

BROWNFIELDS ADVISORY BOARD MEMBERS

Seat #1 – Non-Profit/Community-Based Organization
VACANCY

Seat #2 – Financial or Insurance Entity
Scott C. Jackson
Jackson Private Wealth Management
118 South Indian Circle, Cocoa, FL 32922
(321) 735-9872
scj@jacksonpwm.com
Term Expires: January 31, 2018

Seat #3 – Local Business
Lang Houston
Crest Cleaners
1242 Dixon Blvd., Cocoa, FL 32922
(321) 632-1007
langhouston@cfl.rr.com
Term Expires: January 31, 2017

Seat #4 – Local Residents
Robert Harvey
29 Riverside Drive #601, Cocoa, FL 32922
(321) 806-3525
Robertharveyf16@aol.com
Term Expires: January 31, 2017

Seat #5 – Public Health Representative
Cynthia Leckey
Florida Department of Health, Brevard County
2725 Judge Fran Jamieson Way, A-116, Viera, FL 32940
(321) 633-2100 x9371
cynthia.leckey@flhealth.gov
Term Expires: January 31, 2016

Seat #6 – Non-Profit/Community-Based Organization
VACANCY

Seat #7 – Local Private Industry Council
Judy Blanchard
CareerSource Brevard
1614 Sun Gazer Drive, Rockledge, FL 32955
(321) 394-0567
jblanchard@careersourcebrevard.com
Term Expires: January 31, 2019

Seat #8 – Code Enforcement
Jim Gifford
2807 Tulane Drive, Cocoa, FL 32922
(321) 631-0612
jgifford@cfl.rr.com
Term Expires: January 31, 2019

Seat #9 – Law Enforcement
Lt. Mark Oenbrink
Cocoa Police Department
1226 West King Street, Cocoa, FL 32922
(321) 637-6315
moenbrink@cocoapolice.com
Term Expires: January 31, 2019

Seat #10 – Local Chamber
Tom Vani
2628 Trails at Hidden Harbor, Merritt Island, FL 32952
(321) 432-3373
Tomvani27@hotmail.com
Term Expires: January 31, 2019

Seat #11 – Economic Development Commission
Elizabeth Huy
Economic Development Commission of Florida's Space Coast
597 Haverty Court, Suite 40, Rockledge, FL 32955
(321) 638-2000
ehuy@spacecoastedc.org
Term Expires: January 31, 2019

Legislation Details (With Text)

File #:	17-44	**Version:**	1	**Name:**	Tree Removal Request
Type:	Agenda			**Status:**	Council Busines
File created:	1/11/2017			**In control:**	City Council
On agenda:	1/24/2017			**Final action:**	
Title:	Request by property owner Mary P. Lorkovic to remove a tree located in the public right of way adjacent to1802 Baylor Ct. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SUBJECT TREE PICS.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 11, 2017
Agenda Date: January 24, 2017
Prepared By: Steven Biel, Senior Planner
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Request by property owner Mary P. Lorkovic to remove a tree located in the public right of way adjacent to1802 Baylor Ct.

BACKGROUND:

Request: **APPROVAL OF A TREE REMOVAL APPLICATION** consistent with Appendix A, Zoning, Article XIII, Section 22(I)(c), to remove a tree in the public right-of-way in front of 1802 Baylor Court.

Applicant: Mary P. Nelson Lorkovic
1802 Baylor Court
Cocoa, FL 32922

In accordance with Appendix A, Zoning, Article XIII, Sec. 22 (I), a tree board is established which consists of the members of the Planning & Zoning Board, and serve by appointment of the City Council. It is the responsibility of the tree board to study, investigate, counsel, develop, update annually, and administer a plan for the care of trees and shrubs in parks, along streets, and in all other public areas.

Staff reviewed this application in accordance with Appendix A, Zoning, Article XIII, Section 23 of the City Code. Code Section 23(I)(c) states that “No tree located on public right-of-way or city-owned

property shall be removed or significantly pruned prior to review and recommendation by the tree board and approved by the city council…" The following are exceptions to this section of code; however, the subject maple tree does not meet any of them:

(1) Trees that are an immediate and serious threat to the public health, safety and welfare.

(2) Trees that are dead.

(3) Any undesirable/nuisance tree species, as listed in Ordinance No. 32-84, page 17, section 4-g, 1 -10 [codified herein as app. A, art. XIII, Sec 22(E)(7)(a)-(j)].

(3) Volunteer trees less than four (4) inches in diameter at four and one-half (4 ½) feet in height.

(4) Trees that are part of a previously approved site plan.

(5) Pruning of less than thirty percent (30%) of the canopy.

The applicant has noted that there has been sidewalk damage in the past, due to the tree roots, which had to be repaired by Public Works. The roots are now causing damage to the applicant's irrigation system, which has already been repaired once at the applicant's expense (Exhibit A). The applicant does not want to be reimbursed for the irrigation repair work, but would rather have the subject tree removed so as to not have future irrigation repairs as well as the sidewalk having to be repaired again.

After verifying with Public Works, there has been no recent sidewalk repair work in front of 1802 Baylor Court as indicated by the applicant (see attached pictures). It should also be noted that after a site inspection, staff did not notice any visible signs of repair work to the irrigation system. In addition, staff consulted with the City Arborist and was advised that the subject maple tree was healthy and appeared to be causing no damage to the sidewalk.

After reviewing the evidence, staff believes it is premature to remove the subject maple tree as there is no apparent damage to the sidewalk. Staff recommends the request be denied and the maple tree be monitored and if damage to the sidewalk becomes apparent in the future, staff would recommend the maple tree be removed.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

At its January 11, 2017 meeting, the Planning & Zoning Board recommended denial by a 6-1 vote.

RECOMMENDED MOTION:

Deny request by property owner Mary P. Lorkovic to remove a tree located in the public right of way adjacent to1802 Baylor Ct.

SUBJECT TREE




STOP

Legislation Details (With Text)

File #:	17-41	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	1/11/2017			**In control:**	City Council
On agenda:	1/24/2017			**Final action:**	
Title:	Approve a Resolution amending the FY2017 Budget to record transactions relating to the issuance of the $8,000,000 Fire Protection Assessment Revenue Bonds, Series 2016; Approve the use of General Fund Reserves (Assigned Fund Balance); Approve the use of Capital Projects Fund Contingency. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2017-11 BAF-FN-Record Fire Assess Bond (01-24-2017)~-FY17_1_17-41.pdf BAF-FN-TRF funds to 301--62-00 for Fire Stations (01-24-2017)-FY17_4_17-41.pdf BAF-FN-Amend Fund 301 from Fund 001 for Fire Stations (01-24-2017)~-FY17_2_17-41.pdf BAF-FN-Amend Fund 301 from Fund 001 for Fire Stations (01-24-2017)~-FY17_3_17-41.pdf Accounting Transactions Series 2016 FA Bond.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 11, 2017
Agenda Date: January 24, 2017
Prepared By: Anne Quesada, Accounting Manager
Through: Teri Butler, CGFO, Finance Director
Requested Action:
Approve a Resolution amending the FY2017 Budget to record transactions relating to the issuance of the $8,000,000 Fire Protection Assessment Revenue Bonds, Series 2016; Approve the use of General Fund Reserves (Assigned Fund Balance); Approve the use of Capital Projects Fund Contingency.

BACKGROUND:

On December 20, 2016, the City issued $8,000,000 in Fire Protection Assessment Revenue Bonds, Series 2016 (the “Bonds”). The Bonds were issued for the purpose of financing a portion of the costs associated with the construction of three new fire station facilities and other equipment related to fire protection and suppression services. The City used debt proceeds to pay debt issuance costs relating to these Bonds. Debt service will be paid from fire protection assessments, the rates for which will be established by City Council each year by Resolution. To record the transactions associated with this Bond issue, certain accounts in the FY2017 Budget must be adjusted as indicated on the attached Budget Adjustment Forms.

On June 16, 2016, as part of the City's financial reporting, the City designated as Assigned Fund Balance, an amount not to exceed $2,000,000 of General Fund Reserves to be used toward constructing and equipping three new fire stations. During FY2016, $1,118,835 was used of this designation. $660,000 of this designation is being requested in this agenda item. Also, during the budget process for FY2017, $1,280,000 was budged in the Capital Projects Fund Contingency related to the construction of three fire stations as the final costs for the three stations could not be determined until after the budget was near completion. This agenda is requesting the use of this contingency.

Prior to December 20, 2016, the City Council approved several Resolutions that relate to this Bond issue. On April 26, 2016, the City Council approved Resolution No. 2016-45 that authorized the issuance of debt not to exceed $8,000,000 for the acquisition and construction of three new fire station facilities and other equipment related to fire protection services and suppression and pledged certain Non-Ad Valorem Special Assessments to be budgeted and appropriated for the purpose of providing for principal and interest debt service payments. Also on that date, the City Council approved Resolution No. 2016-46 authorizing the City to reimburse itself from the proceeds of debt for expenses to be incurred with respect to the acquisition and construction of three new fire station facilities and equipment. On November 7, 2016, the City Council approved Resolution No. 2016-119 amending and restating Resolution No. 2016-45 in its entirety to provide updated information. On December 6, 2016, the City Council approved Resolution No. 2016-128 supplementing Resolution 2016-119 to amend certain financial parameters.

STRATEGIC PLAN CONNECTION:

This item pertains to public safety. New fire station facilities will be optimally located to provide the most effective, efficient, and responsive services for our community.

BUDGETARY IMPACT:

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

001-0000-389.99-50	Fund Balance Reserves $660,000
001-1600-581.91-30	Inter-fund Transfer/Capital Projects $660,000
301-0000-381.91-01	Transfer from General Fund $660,000
301-3580-519.62-00	Capital Buildings Project CP16F2 $330,000
301-3580-519.62-00	Capital Buildings Project CP16F3 $330,000
201-0000-325.12-01	Debt Service/Fire Protection $359,680
201-1600-513.71-00	Debt Service Principle - $120,000
201-1600-513.72-00	Debt Service Interest - $239,680
301-3580-519.39-00	Contingency $1,277,878
301-3580-519.73-00	Other Debt Service Costs $197,878
301-3580-519.62-00	Capital Buildings Project CP16F1 $100,000
301-3580-519.62-00	Capital Buildings Project CP16F2 $490,000

301-3580-519.62-00 Capital Buildings Project CP16F3 $490,000
(See attachment for all related accounting transactions)

PREVIOUS ACTION:

Approval of Resolutions No. 2016-45, 2016-46, 2016-119, and 2016-128.

RECOMMENDED MOTION:

Approve a Resolution amending the FY2017 Budget to record transactions relating to the issuance of the $8,000,000 Fire Protection Assessment Revenue Bonds, Series 2016; Approve the use of General Fund Reserves (Assigned Fund Balance); Approve the use of Capital Projects Fund Contingency.

RESOLUTION NO. 2017-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2016, and ending on September 30, 2017, at a special meeting held on September 14, 2016; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2016-2017 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24th day of January, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 01/11/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 359,680	201-0000-325.12-01		DEBT SERVICE / FIRE PROTECTION	$ 0	$ 0	$ 359,680	$ 359,680
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 359,680	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 120,000	201-1600-513.71-00		DEBT SERVICE - PRINCIPAL	$ 871,000	$ 871,000	$ 991,000	$ 866,000
$ 239,680	201-1600-513.72-00		DEBT SERVICE - INTEREST	$ 529,028	$ 529,028	$ 768,708	$ 760,063
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 359,680	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

FY2017 Debt Service on Fire Protection Assessment Revenue Bonds, Series 2016, issued 12/20/2016.
Agenda Item 17-41.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/24/17 *RESOLUTION #:*

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

1/11/17	Anne Quesada Digitally signed by Anne Quesada Date: 2017.01.11 17:12:52 -05'00'	1/12/17	Anne Quesada Digitally signed by Anne Quesada Date: 2017.01.12 17:05:24 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
1/12/17	Matthew Fuhrer Digitally signed by Matthew Fuhrer DN: cn=Matthew Fuhrer, o=City of Cocoa, ou=City Manager's Office, email=mfuhrer@cocoafl.com, c=US Date: 2017.01.12 16:54:44 -05'00'	1/12/17	Lora Howell Digitally signed by Lora Howell Date: 2017.01.12 17:25:41 -0500'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 01/12/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 660,000	301-0000-381.91-01		TRF FROM GENERAL FUND	$ 0	$ 0	$ 660,000	$ 660,000
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 660,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 330,000	301-3580-519.62-00	CP16F2	CAPITAL BUILDINGS	$ 6,660,000	$ 7,675,000	$ 8,005,000	$ 4,372,527
$ 330,000	301-3580-519.62-00	CP16F3	CAPITAL BUILDINGS	$ 6,660,000	$ 8,005,000	$ 8,335,000	$ 4,702,527
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 660,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer funds from from the General Fund to expense account for construction of three fire stations.
Agenda Item 17-41.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/24/17 *RESOLUTION #:*

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

1/12/17 Anne Quesada Digitally signed by Anne Quesada Date: 2017.01.12 15:28:13 -05'00'	1/12/17 Anne Quesada Digitally signed by Anne Quesada Date: 2017.01.12 17:02:24 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
1/12/17 Matthew Fuhrer Digitally signed by Matthew Fuhrer DN: cn=Matthew Fuhrer, o=City of Cocoa, ou=City Manager's Office, email=MFuhrer@cocoafl.com, c=US Date: 2017.01.12 16:57:42 -05'00'	1/12/17 Lora Howell Digitally signed by Lora Howell Date: 2017.01.12 17:29:15 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 01/12/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 197,878)	301-3580-519.39-00		CONTINGENCY	$ 1,381,932	$ 1,381,932	$ 1,184,054	$ 986,176
($ 1,080,000)	301-3580-519.39-00		CONTINGENCY	$ 1,381,932	$ 1,381,932	$ 301,932	$ 104,354
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 1,277,878)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 197,878	301-3580-519.73-00		OTHER DEBT SERVICE COSTS	$ 0	$ 0	$ 197,878	$ 197,878
$ 100,000	301-3580-519.62-00	CP16F1	CAPITAL - BUILDINGS	$ 6,660,000	$ 6,595,000	$ 6,695,000	$ 3,062,527
$ 490,000	301-3580-519.62-00	CP16F2	CAPITAL - BUILDINGS	$ 6,660,000	$ 6,695,000	$ 7,185,000	$ 3,552,527
$ 490,000	301-3580-519.62-00	CP16F3	CAPITAL - BUILDINGS	$ 6,660,000	$ 7,185,000	$ 7,675,000	$ 4,042,527
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 1,277,878	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To record Cost of Issuance ($111,517.62), Original Issue Discount ($42,044.75) and Underwriters Discount ($44,015.40) related to Fire Protection Assessment Revenue Bonds, Series 2016, issued 12/20/2016; and to transfer funds int he amount of $1,080,000 to the capital expense account for construction of three fire stations. Agenda Item 17-41.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* (○) *DATE APPROVED:* 01/24/17 *RESOLUTION #:*

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

1/12/17 Anne Quesada Digitally signed by Anne Quesada Date: 2017.01.12 14:57:40 -05'00'	1/12/17 Anne Quesada Digitally signed by Anne Quesada Date: 2017.01.12 17:04:54 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
1/12/17 Matthew Fuhrer Digitally signed by Matthew Fuhrer DN: cn=Matthew Fuhrer, o=City of Cocoa, ou=City Manager's Office, email=mfuhrer@cocoafl.org, c=US Date: 2017.01.12 18:58:12 -05'00'	1/12/17 Lora Howell Digitally signed by Lora Howell Date: 2017.01.12 17:27:49 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - 1T

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 01/12/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 660,000	001-0000-389.99-50		FUND BAL-APPROP. RESERVES	$ 4,721,479	$ 5,338,201	$ 5,998,201	$ 5,998,201
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 660,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 660,000	001-1600-581.91-30		INTERFND TRF/CPTL PROJECTS 301	$ 0	$ 0	$ 660,000	$ 660,000
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 660,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer funds to Capital Projects Fund from General Fund Reserves as a portion of Assigned Fund Balance for construction of three fire stations.
Agenda Item 17-41.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/24/17 *RESOLUTION #:*

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

1/12/17 Anne Quesada Digitally signed by Anne Quesada Date: 2017.01.12 15:05:50 -05'00'	1/12/17 Anne Quesada Digitally signed by Anne Quesada Date: 2017.01.12 17:03:59 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
1/12/17 Matthew Fuhrer Digitally signed by Matthew Fuhrer DN: cn=Matthew Fuhrer, o=City of Cocoa, ou=City Manager's Office, email=mfuhrer@cocoafl.org, c=US Date: 2017.01.12 15:58:54 -05'00'	1/12/17 Lora Howell Digitally signed by Lora Howell Date: 2017.01.12 17:28:35 -0500'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

RECORD FIRE ASSESSMENT REVENUE BOND, SERIES 2016		DR	CR	
Cash Received	301-0000-101.10-01	7,913,939.85		
Bond Proceeds	301-0000-384.00-00		8,000,000.00	
Issuance Costs	301-3580-519.73-00	111,817.62		
* Cash Paid for Issuance Costs	301-0000-101.00-00		111,817.62	
Original Issue Discount	301-3580-519.73-00	42,044.75		v
Underwriters Discount	301-3580-519.73-00	44,015.40		v
GLTDG	950-0000-189.17-00	8,000,000.00		
GLTDG	950-0000-239.17-00		8,000,000.00	
		16,111,817.62	16,111,817.62	
RECLASS CASH ACCOUNTS RELATED TO DEBT				
* Reclass Cash Accts - Pooled	301-0000-101.00-00	111,817.62		
* Reclass Cash Accts - Bond	301-0000-101.10-01		111,817.62	
BUDGET ADJUSTMENTS				
Issuance Costs-Transfer				
FROM: Contingency	301-3580-519.39-00	(197,878.00)		
TO: Other Debt Service Costs	301-3580-519.73-00	197,878.00		
Debt Service Fund-Amendment				
Revenue				
Fire Protection Service	201-0000-325.12-01	359,680.00		v
Expenditures				
Principal	201-1600-513.71-00	120,000.00		v
Interest	201-1600-513.72-00	239,680.00		v

Issuance Costs:	
BANK OF NEW YORK MELLON	750.00
BRYANT MILLER OLIVE	45,000.00
BMO EXPENSES (est. not yet paid)	**2,000.00**
DAC	2,500.00
DUNLAP & ASSOCIATES	19,000.00
GARGANESE WEISS D'AGRESTA	25,000.00
IMAGE MASTER	2,367.62
S&P GLOBAL RATINGS	15,200.00
Total Issuance Costs	111,817.62

Legislation Details (With Text)

File #:	17-46	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	City Business
File created:	1/11/2017			**In control:**	City Council
On agenda:	1/24/2017			**Final action:**	
Title:	To provide approval for the City to apply for the Victims of Crime Act (VOCA) Grant in the amount of $101,190, and to commit $25,298 towards the match requirement in the application in order to provide victim advocate services to crime victims. The total amount equals $126,488. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PA-PD-Possible New VOCA employee (52) (2-6-17) VOCA Coordinator Pay Analysis VOCA FY 18 Grant Application.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 11, 2017
Agenda Date: January 24, 2017
Prepared By: Eric Austin, Major
Through: Mike Cantaloupe, Chief of Police
Requested Action:
To provide approval for the City to apply for the Victims of Crime Act (VOCA) Grant in the amount of $101,190, and to commit $25,298 towards the match requirement in the application in order to provide victim advocate services to crime victims. The total amount equals $126,488.

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 2014, there were

792 Violent Crime incidents of those 348 were Domestic Violence related incidents. In FY2015-2016 the Cocoa Police Departments Victim Services unit served 495 victims of crime with a majority of the focus being on violent crime and domestic violence. Out of the 2,442 total number of victims during the FY15/16 grant cycle, we anticipate that approximately 30% of those victims were not crime victims or were not in need of direct victim services, thus leaving approximately 1,700 victims in need of services. Due to the fact that we only served 495 victims, we have identified that approximately two thirds of our total victims are being underserved. The victim services unit has changed some procedures and expanded our volunteers to help combat this problem but we need an additional full time victim advocate to help serve our citizens who have been impacted by crime. If the requested funding was granted, the agency would be able to continue to staff a Victim Advocate Coordinator and employ another victim advocate to assist to 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. The current Victim Advocate position is subject to funding availability annually and this would continue for the current position as well as the additional Victim Advocate Coordinator.

As part of the VOCA Grant, the City would receive $101,190 from the U.S. Department of Justice to implement this program. Then a 20% City match of the total program budget, ($25,298) is necessary and required to establish services for the City. This makes the total program budget $126,488. The positions will be budgeted in FY18 when the funding becomes available October 1, 2017. These positions will only be funded by this grant for one year, and staff will apply in future years for continual support. As part of the fifth year application process, the City can utilize the Victim Advocate volunteers as an in-kind match, the 20% Victim Advocate Coordinator's position, supervisor as 10% match, in addition to the electric, water, and technology services. The additional victim advocate position is at no cost to the City.

The grant cycle will run from October 1, 2017 to September 30, 2018. The Police Department will budget the in-kind/cash match in Fiscal Year 2018 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 further budgetary impact for Fiscal Year 2017. The grant would not be awarded until FY 2018. As previously noted, both the Victim Advocate and proposed Victim Advocate Coordinator positions, being funded through the VOCA grant, are subject to the continuation of grant funds being received by the City in support of these positions and the program.

- The Police Department will budget the appropriate funds for FY 2018 as part of the City's required total program 20% match.

- The Police Department will request through grant application and budget the appropriate estimated funds for FY 2018 to complete the project as follows:

Amount Requested	$62,505
Account Number	001-2101-521-12-00
Account Name	Salary/Wages
Amount Requested	$4,782
Account Number	001-2101-521-21-00
Account Name	FICA
Amount Requested	$4,652
Account Number	001-2101-521-22-00
Account Name	Retirement
Amount Requested	$24,763
Account Number	001-2101-521-23-00
Account Name	Life/Health Insurance
Amount Requested	$168
Account Number	001-2101-521-24-00
Account Name	Worker's Comp
Amount Requested	$4,320
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 2018 to complete the project as follows:

Amount Matched	$1,270
Account Number	001-2100-521-43-00
Account Name	Electric/Water/Sewer

Amount Matched	$1,717
Account Number	001-2100-521-41-00
Account Name	Communications
Amount Matched	$775
Account Number	001-2100-521-52-00
Account Name	Operating (Office Supplies)
Amount Matched	$13,420
Account Number	001-2100-521-12-00
Account Name	Regular Salaries
Amount Matched	$1,026
Account Number	001-2100-521-21-00
Account Name	FICA
Amount Matched	$1,878
Account Number	001-2100-521-22-01
Account Name	Retirement
Amount Matched	$3,683
Account Number	001-2100-521-23-00
Account Name	Life/Health Insurance
Amount Matched	$244
Account Number	001-2100-521-24-00
Account Name	Worker's Comp
Amount Requested	$480
Account Number	001-2100-521-27-00
Account Name	Non-Union Benefit
Amount Matched	$805
Account Name	Volunteer Hours

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
__X_ Grant Source: US Department of Justice VOCA Grant
001-0000-331.20-15

PREVIOUS ACTION:

This is the fifth application cycle for this grant. In previous years, we have applied for funding for a victim advocate coordinator, and every year the position has been funded through VOCA.

RECOMMENDED MOTION:

To provide approval for the City to apply for the Victims of Crime Act (VOCA) Grant in the amount of $101,190, and to commit $25,298 towards the match requirement in the application in order to provide victim advocate services to crime victims. The total amount equals $126,488.

FY 2017
Pay Change Analysis

	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
FY 2017 ORIGINAL BUDGET													
2100; Police Department						*(see comments)*		7.65%	FRS Regular		Clerical/Office		
Possible New VOCA employee	XXX	2080	$0.00	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**
New Position; October 1st, 2017													
EXPENDITURES	**Pay Weeks**	**Benefit Weeks**	**Vac/Sick Hours**					7.65%	FRS Regular		Clerical/Office		
Actuals 10/1/16 through XX/XX/16	0	0		$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**
REQUESTED CHANGE			Pay Grade										
This analysis assumes an external hire as of October 1st, 2017 at the minimum of the pay grade and family benefits beginning October 1st 2017.	**Weeks**	**Benefit**	GH6					7.65%	FRS Regular		Clerical/Office		
	52	48	$14.13	$29,391	$0	$0	$0	$2,249	$2,211	$15,646	$80	$2,400	**$51,977**
NET (COST)/SAVINGS (Original budget - Expended - Recommended Change)				**($29,391)**	**$0**	**$0**	**$0**	**($2,249)**	**($2,211)**	**($15,646)**	**($80)**	**($2,400)**	**($51,977)**

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 2016 budgeted rates. Workers' Comp rate is based on CY 2016 rates and FICA is calculated at a flat percent regardless of potential pre-tax adjustments.

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.

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 2018 Victims of Crime Act (VOCA) Grant	
CFDA#/CFSA#: N/A	**DATE DEPT. RECEIVED RFP: 01/05/17**
AMOUNT REQUESTED: $ 101,190	**GRANT DUE DATE: 02/24/17**
PROJECT DESCRIPTION: The Victim Advocate positions provide services to victims of crime. The Victim Advocates 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: 1/24/17**
MATCH REQUIRED: X YES NO (IF YES, HOW MUCH?:) $ 25,298	**MATCH BUDGETED: X YES 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 1/11/17
Grants Administrator	Date 1/11/17
Finance Manager	Date 1/11/17
Finance Director	Date 1.11.17
City Manager	Date 1/11/17

SECTION III

COMMENTS / CONCERNS
OR SPECIAL NOTES:

The current VOCA grant is having some difficulties meeting the match requirement for vols. JButler

Position subject to continuation of VOCA grant. 1/10/17

Legislation Details (With Text)

File #:	17-50	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	City Business
File created:	1/11/2017			**In control:**	City Council
On agenda:	1/24/2017			**Final action:**	
Title:	Approval for Staff to apply for the U.S Department of Justice's Office of Violence Against Women Grant. Awards range from $100,000 to $450,000, and will be available for Fiscal Years 2018, 2019, and 2020. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	OVW Grant Application FY2018 OWV DV Grant				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 11, 2017
Agenda Date: January 24, 2017
Prepared By: Eric Austin, Major
Through: Michael Cantaloupe, Chief of Police
Requested Action:
To provide approval for Staff to apply for the U.S Department of Justice's Office of Violence Against Women Grant. Awards range from $100,000 to $450,000, and will be available for Fiscal Years 2018, 2019, and 2020.

BACKGROUND:

The Office for Violence Against Women (OVW) grant focuses on Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking. This grant focuses on increasing the efforts to hold offenders accountable while providing services to the victims and survivors of these crimes. These funds will help to provide the technology and resources to meet the needs of the City of Cocoa's citizens who become victims of these horrific crimes. The target areas of this program will be to train, educate and create awareness. Then, the police department follow up on proactive, efficient, and preventable measures to ensure the victims of these violent incidents are equipped with resources, skills, and tools.

The Cocoa Police Department is committed to reducing crime in Cocoa by strengthening our citizen's understanding of victimization, training our local law enforcement officers, business partners, schools, service providers and probation officers. We would create a collaborative effort to train and spread awareness throughout our community with our local Domestic Violence Shelter and Sexual Assault Victim Services Center. We would support current efforts the agencies are doing and

supplement those efforts financially through these requested funds.

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 2014, there were 792 Violent Crime incidents. Of those, 348, or 44 percent, were Domestic Violence related incidents.

As part of the Office for Violence Against Women Grant, the City would receive up to $450,000 from the U.S. Department of Justice to implement these programs over the course of three fiscal years (FY18, FY19, and FY20).

The grant cycle will start in Fiscal Year 2018 and end in Fiscal Year 2020.

STRATEGIC PLAN CONNECTION:

The Office for Violence Against Women program supports and supplements the efforts of the Cocoa Police Department in reducing crimes in sexual assault, domestic violence, dating violence, and stalking. This program and funding opportunity will help enhance the response to these crimes community wide and create a safer and more secure community.

BUDGETARY IMPACT:

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

There is no budgetary impact for Fiscal Year 2017. The grant would not be awarded until FY 2018, 2019, and 2020.

The Police Department will budget the appropriate funds for FY 2018, 2019, and 2020.

Source of Funds:
____State Revolving Loan
____ Other Loan Source:_
__X_ Grant Source: U.S. Department of Justice
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To provide approval for Staff to apply for the U.S Department of Justice's Office of Violence Against Women Grant. Awards range from $100,000 to $450,000, and will be available for Fiscal Years 2018, 2019, and 2020.

City of Cocoa
Office of Management & Budget
65 Stone Street
Cocoa, FL 32922
Phone: (321) 433-8682
Facsimile: (321) 433-8690

Utill

GRANT APPLICATION SUBMITTAL FORM
SECTION I

DEPARTMENT: **Police**	DIVISION: **Support Services**
POINT OF CONTACT: **Michael Cantaloupe**	PROJECT MANAGER: **Eric Austin**
NAME OF GRANT: **Office for Violence Against Women FY 2018 Grant**	
CFDA#/CFSA#:	DATE DEPT. RECEIVED RFP:
AMOUNT REQUESTED: **Up to $450,000.00**	GRANT DUE DATE: **02/16/2017**
PROJECT DESCRIPTION: **To improve criminal justice responses to sexual assault, domestic violence, dating violence and stalking cases. We would work collaboratively with our local Domestic Violence Shelter to assist and supplement their current efforts responding to these crime victims. We would train our local law enforcement and community members on how to identify and help victims of these crimes and follow up with resources for the City of Cocoa Citizens who are victims and survivors.**	
COUNCIL REQUIRED: ☒ **YES** ☐ **NO**	TARGET DATE TO COUNCIL: **01/24/2017**
MATCH REQUIRED: ☐ **YES** ☒ **NO** (IF YES, HOW MUCH?:)	MATCH BUDGETED: ☐ **YES** ☒ **NO**
REIMBURSEMENT GRANT: ☐ **YES** ☒ **NO**	SCHEDULE FOR REIMBURSEMENT: **Monthly**
Expense Account Number(s) to be used:	
WHAT ARE THE REPORTING REQUIREMENTS? 1. **Progress Reporting** 2. **Financial Status Reports**	
FUTURE REQUIREMENTS TO CONSIDER: **None**	
IS THE DEPARTMENT PREPARED TO APPLY: ☒ **YES** ☐ **NO**	
EXPLAIN: **The department is working with a team of people who have extensive research completed including budgetary information for this program.**	

Please submit a copy of the grant / request for proposal with this form.

SECTION II
REQUIRED IF GRANT EXCEEDS $1,000

APPLICATION APPROVALS:

Department Director	Date 1/11/17
Grants Administrator	Date 1/11/17
Finance Manager	Date 1/11/17
Finance Director	Date 1.11.17
City Manager	Date 1/11/17

SECTION III

COMMENTS / CONCERNS OR SPECIAL NOTES:

OVW Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Program

(CFDA 16.590)

A. Program Description

Overview

The Office on Violence Against Women (OVW) is a component of the United States Department of Justice (DOJ). Created in 1995, OVW implements the Violence Against Women Act (VAWA) and subsequent legislation and provides national leadership on issues of sexual assault, domestic violence, dating violence, and stalking. Since its inception, OVW has supported a multifaceted approach to responding to these crimes through implementation of grant programs authorized by VAWA. By forging state, local and tribal partnerships among police, prosecutors, judges, victim advocates, health care providers, faith leaders, organizations that serve culturally specific and underserved communities, and others, OVW grants help provide victims, across their life span, with the protection and services they need to pursue safe and healthy lives, while improving communities' capacity to provide justice for victims and hold offenders accountable.

About the OVW Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Program

This program is authorized by 42 U.S.C. §§ 3796hh–3796hh-4. The Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Program (Improving Criminal Justice Responses Program), formerly known as the Grants to Encourage Arrest and Enforcement of Protection Orders Program (Arrest Program),[1] is designed to encourage partnerships among state, local, and tribal governments, courts, victim service providers, coalitions and rape crisis centers, to ensure that sexual assault, domestic violence, dating violence, and stalking are treated seriously, requiring the coordinated involvement of the entire criminal justice system and community-based victim service organizations.

[1] OVW has changed the working title of the Arrest Program in FY2015 to more accurately reflect the program's scope.

The Improving Criminal Justice Responses Program challenges the community to work collaboratively to identify problems and share ideas that will result in effective responses to ensure victim safety and offender accountability. A coordinated community response that brings together effective partners from the local government including law enforcement agencies, prosecutors' offices and courts, nonprofit organizations, and population specific organizations is critical to the Improving Criminal Justice Responses Program. These partnerships are critical to the effective implementation of grant projects funded by the Improving Criminal Justice Response Program and as such, documentation that memorializes this critical coordination and collaboration, such as a memorandum of understanding, is a vital component of an application submitted under this solicitation. Such partnerships serve as a foundation for grant-funded activities.

For additional information on the Improving Criminal Justice Responses Program, including what past grantees have accomplished with their grant funds and to view the Improving Criminal Justice Responses Program performance measures and reporting data, see http://muskie.usm.maine.edu/vawamei/cdsarrestmain.htm.

Program Scope

Activities supported by the Improving Criminal Justice Responses Program are determined by statute, federal regulations, and OVW policies. If an applicant receives an award, the funded project is bound by the provisions of this solicitation, the DOJ Financial Guide, including updates to the guide after an award is made, and the conditions of the award.

Purpose Areas

In FY 2017, funds under the Improving Criminal Justice Responses Program may be used for the following purposes:

1. Implement pro-arrest programs and policies in police departments, including policies for protection order violations and enforcement of protection orders across state and tribal lines;

2. Develop policies, educational programs, protection order registries, data collection systems, and training in police departments to improve tracking of cases and classification of complaints involving sexual assault, domestic violence, dating violence, and stalking. Policies, educational programs, protection order registries, and training described in this purpose area shall incorporate confidentiality, and privacy protections for victims of sexual assault, domestic violence, dating violence, and stalking;

3. Centralize and coordinate police enforcement, prosecution, or judicial responsibility for sexual assault, domestic violence, dating violence, and stalking cases in teams or units of police officers, prosecutors, parole and probation officers, or judges;

4. Coordinate computer tracking systems and provide the appropriate training about sexual assault, domestic violence, dating violence, and stalking to ensure communication between police, prosecutors, parole and probation officers, and both criminal and family courts;

5. Strengthen legal advocacy service programs and other victim services for victims of sexual assault, domestic violence, dating violence, and stalking, including strengthening assistance to such victims in immigration matters;

6. Educate federal, state, tribal, territorial, and local judges, courts, and court-based and court-related personnel in criminal and civil courts (including juvenile courts) about sexual assault, domestic violence, dating violence, and stalking and improve judicial handling of such cases;

7. Provide technical assistance and computer and other equipment to police departments, prosecutors, courts, and tribal jurisdictions to facilitate the widespread enforcement of protection orders, including interstate enforcement, enforcement between states and tribal jurisdictions, and enforcement between tribal jurisdictions;

8. Develop or strengthen policies and training for police, prosecutors, and the judiciary in recognizing, investigating, and prosecuting instances of sexual assault, domestic violence, dating violence, and stalking against older individuals and individuals with disabilities;

9. Develop state, tribal, territorial, or local policies, procedures, and protocols for preventing dual arrests and prosecutions in cases of sexual assault, domestic violence, dating

violence, and stalking, and develop effective methods for identifying the pattern and history of abuse that indicates which party is the actual perpetrator of abuse;

10. Plan, develop and establish comprehensive victim service and support centers, such as family justice centers, designed to bring together victim advocates from victim service providers, staff from population specific organizations, law enforcement officers, prosecutors, probation officers, governmental victim assistants, forensic medical professionals, civil legal attorneys, chaplains, legal advocates, representatives from community-based organizations and other relevant public or private agencies or organizations into one centralized location, in order to improve safety, access to services, and confidentiality for victims and families;

11. Develop and implement policies and training for police, prosecutors, probation, and parole officers, and the judiciary in recognizing, investigating, and prosecuting instances of sexual assault, with an emphasis on recognizing the threat to the community for repeat crime perpetration by such individuals;

12. Develop, enhance and maintain protection order registries;

13. Develop human immunodeficiency virus (HIV) testing programs for sexual assault perpetrators and notification and counseling protocols;

14. Develop and implement training programs for prosecutors and other prosecution-related personnel regarding best practices to ensure offender accountability, victim safety, and victim consultation in cases involving sexual assault, domestic violence, dating violence, and stalking;

15. Develop or strengthen policies, protocols, and training for law enforcement, prosecutors, and the judiciary in recognizing, investigating, and prosecuting instances of sexual assault, domestic violence, dating violence, and stalking against immigrant victims, including the appropriate use of applications for nonimmigrant status under subparagraphs (T) and (U) of section 1101 (a)(15) of title 8;

16. Develop and promote state, local, or tribal legislation and policies that enhance best practices for responding to the crimes of sexual assault, domestic violence, dating violence, and stalking, including the appropriate treatment of victims;

17. Develop, implement, or enhance sexual assault nurse examiner programs or sexual assault forensic examiner programs, including the hiring and training of such examiners;

18. Develop, implement, or enhance Sexual Assault Response Teams or similar coordinated community responses to sexual assault;

19. Develop and strengthen policies, protocols, and training for law enforcement officers and prosecutors regarding the investigation and prosecution of sexual assault cases and the appropriate treatment of victims;

20. Provide human immunodeficiency virus testing programs, counseling, and prophylaxis for victims of sexual assault;

21. Identify and inventory backlogs of sexual assault evidence collection kits and develop protocols for responding to and addressing such backlogs, including policies and protocols for notifying and involving victims; and

22.Develop multidisciplinary high-risk teams focusing on reducing domestic violence and dating violence homicides by— A. using evidence-based indicators to assess the risk of homicide and link high-risk victims to immediate crisis intervention services;
B. identifying and managing high-risk offenders; and
C. providing ongoing victim advocacy and referrals to comprehensive services including legal, housing, health care, and economic assistance.

Because the majority of the statutory purpose areas listed above include functions and/or activities that are inherently governmental or law enforcement focused, victim service providers applying as the lead applicant may seek funding to address only the following purpose areas:
5. Strengthen legal advocacy service programs and other victim services for victims of sexual assault, domestic violence, dating violence, and stalking, including strengthening assistance to such victims in immigration matters;
6. Educate federal, state, tribal, territorial, and local judges, courts, and court-based and court-related personnel in criminal and civil courts (including juvenile courts) about sexual assault, domestic violence, dating violence, and stalking and improve judicial handling of such cases;
10. Plan, develop and establish comprehensive victim service and support centers, such as family justice centers, designed to bring together victim advocates from victim service providers, staff from population specific organizations, law enforcement officers, prosecutors, probation officers, governmental victim assistants, forensic medical professionals, civil legal attorneys, chaplains, legal advocates, representatives from community-based organizations and other relevant public or private agencies or organizations into one centralized location, in order to improve safety, access to services, and confidentiality for victims and families;
16. Develop and promote state, local, or tribal legislation and policies that enhance best practices for responding to the crimes of sexual assault, domestic violence, dating violence, and stalking, including the appropriate treatment of victims;
17. Develop, implement, or enhance sexual assault nurse examiner programs or sexual assault forensic examiner programs, including the hiring and training of such examiners;
18. Develop, implement, or enhance Sexual Assault Response Teams or similar coordinated community responses to sexual assault; and
22. Develop multidisciplinary high-risk teams focusing on reducing domestic violence and dating violence homicides by-
(A) using evidence-based indicators to assess the risk of homicide and link high-risk victims to immediate crisis intervention services;
(B) identifying and managing high-risk offenders; and
(C) providing ongoing victim advocacy and referrals to comprehensive services including legal, housing, health care, and economic assistance.

Legislation Details (With Text)

File #:	17-27	**Version:** 1	**Name:**	December, 2016 Monthly Purchasing Approval Information
Type:	Informational Item		**Status:**	Agenda Ready
File created:	1/5/2017		**In control:**	City Council
On agenda:	1/24/2017		**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 12/31/2016. (Finance Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	PO Monthy Report to City Council 10.01.16 thru 12.31.16.pdf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	January 5, 2017
Agenda Date:	January 24, 2017
Prepared By:	Sonja D. Hamilton-Suarez, Purchasing/Contract Manager
Through:	Teri Butler, CGFO, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 12/31/2016**.**

BACKGROUND:

The following reports for the period October 01, 2016 through December 31, 2016 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

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

RECOMMENDED MOTION:

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None. Information only.



Purchase Order Approvals 10-01-16 thru 12-31-16

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 28

City Manager = 16

City of Cocoa CRA Board = 0

City Council = 12

Purchase Order Approvals 10-01-16 thru 12-31-16
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
68897	10/12/2016	Pace Analytical Services, Inc.	$ 41,310.00	10/10/2016	John A. Titkanich, Jr. AICP
68908	10/12/2016	H&H Liquid Sludge Disposal Inc.	$ 50,000.00	10/10/2016	John A. Titkanich, Jr. AICP
69039	10/19/2016	Garganese, Weiss & D'Agresta	$ 50,000.00	10/18/2016	Matthew J. Fuhrer (Acting)
69126	10/27/2016	Cardno, Inc.	$ 42,715.00	10/26/2016	John A. Titkanich, Jr. AICP
69171	10/31/2016	CDM Smith Inc.	$ 49,000.00	10/28/2016	John A. Titkanich, Jr. AICP
69268	11/4/2016	Insource Software Solutions	$ 38,645.58	11/2/2016	John A. Titkanich, Jr. AICP
69292	11/7/2016	Odyssey Manufacturing	$ 43,000.00	11/4/2016	John A. Titkanich, Jr. AICP
69314	11/8/2016	Lisa Cullen, Tax Collector	$ 36,000.00	11/8/2016	John A. Titkanich, Jr. AICP
69349	11/15/2016	Fausnight Stripe & Line	$ 39,984.70	11/10/2016	John A. Titkanich, Jr. AICP
69425	11/28/2016	Quentin L. Hampton Asociates	$ 38,485.00	11/18/2016	Matthew J. Fuhrer (Acting)
69427	11/28/2016	Bussen Mayer Engineering	$ 39,476.80	11/18/2016	Matthew J. Fuhrer (Acting)
69429	11/28/2016	Fort Bend Services, Inc.	$ 40,662.00	11/18/2016	Matthew J. Fuhrer (Acting)
69432	11/28/2016	CDM Smith Inc.	$ 44,600.00	11/22/2016	John A. Titkanich, Jr. AICP
69464	11/30/2016	Water Resource Associates	$ 49,500.00	11/29/2016	John A. Titkanich, Jr. AICP
69619	12/27/2016	Ring Power Corporation	$ 37,061.00	12/21/2016	John A. Titkanich, Jr. AICP
69656	12/28/2016	Burnett Lime Company Inc.	$ 49,500.00	12/27/2016	John A. Titkanich, Jr. AICP

16 Purchase Order Approved by City Manager

Prepared by Purchasing 1/5/2017

Purchase Order Approvals 10-01-16 thru 12-31-16
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Prepared by Purchasing 1/5/2017

Purchase Order Approvals 10-01-16 thru 12-31-16
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
68880	10/11/2016	Cutwater Asset Management Corp.	$ 37,500.00	2/23/2010	City Council
68882	10/11/2016	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
68884	10/11/2016	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
68886	10/11/2016	Garganese, Weiss & D'Agresta	$ 35,000.00	8/29/2000	City Council
68983	10/17/2016	Florida Power & Light Miami	$ 35,000.00	9/27/2016	City Council
69033	10/19/2016	FL Dept of Corrections	$ 43,122.75	10/27/2015	City Council
69050	10/20/2016	Quentin L. Hampton Associates	$ 36,498.00	7/26/2016	City Council
69150	10/31/2016	Universal Steel of America, Inc.	$ 39,069.00	4/12/2016	City Council
69356	11/15/2016	DBI Demolition	$ 46,938.70	10/25/2016	City Council
69420	11/28/2016	United Self Insured Services	$ 49,000.00	9/27/2016	City Council
69651	12/27/2016	Tech Systems, Inc.	$ 48,900.00	10/11/2016	City Council
69653	12/27/2016	Glover Oil Company	$ 36,750.00	7/8/2014	City Council

12 **Purchase Order Approved by City Council**

Prepared by Purchasing 1/5/2017

Legislation Details (With Text)

File #:	17-28	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/5/2017			**In control:**	City Council
On agenda:	1/24/2017			**Final action:**	
Title:	Cocoa Police Department District Event Statistics for the month of October, 2016. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	October 2016 Council Report by District				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 5, 2017
Agenda Date: January 24, 2017
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Cocoa Police Department District Event Statistics for Council Information

BACKGROUND:

Council requested a monthly breakdown of event statistics by District. This report illustrates total incidents, reports written, and Patrol checks. It also shows incidents and case reports by shift, hour of the day and the total crimes that are Uniform Crime reportable. Attached is the October 2016 report.

STRATEGIC PLAN CONNECTION:

Crime

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

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RECOMMENDED MOTION:

Cocoa Police Department District Event Statistics for Council Information

Cocoa Police Department

Council Report

October 2016

Prepared by Dailaity Henson

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District 1 Case Reports 5
District 2 Case Reports 6
District 3 Case Reports 7
District 4 Case Reports 8
Locations of Incidents 8
Incidents and Case Reports by Shift 10
Incidents and Case Reports by Hour 11
Total UCR Offenses by Month - 2016, 2015, & 2014 12

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

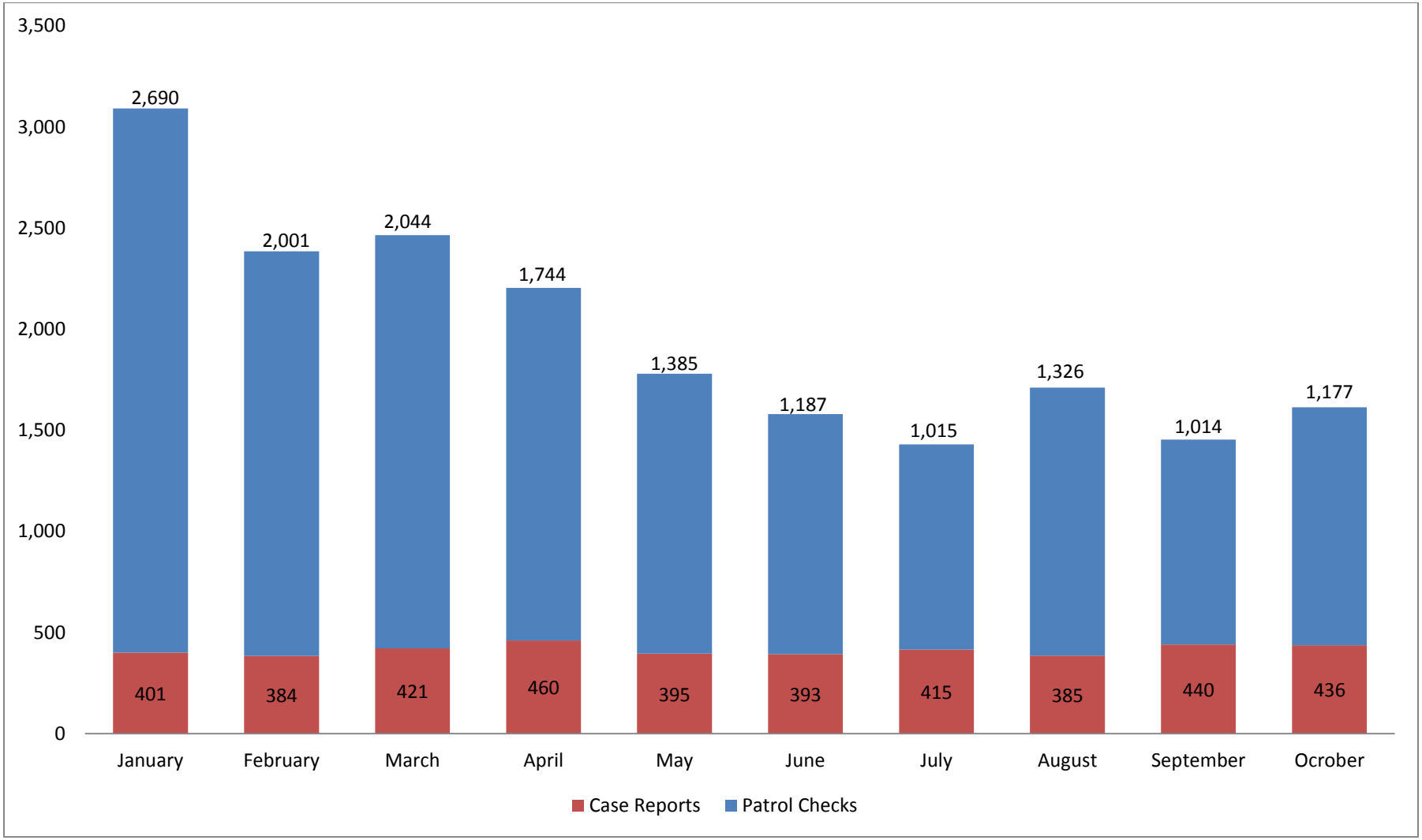
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for October 2016. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2014, 2015, and 2016.

- 4,106 incidents
- 436 Case Reports (11% of incidents)
    - 277 Criminal Case Reports (64% of all case reports)
    - 159 Non-Criminal Case Reports (37% of case reports)
    - 79 Criminal Case Reports were closed by Arrests/Capias Requests (29% of criminal case reports)
    - 26 Non-Criminal Case Reports were closed by Arrests/Capias Request (16% of non-criminal cases reports)
- 1,867 incidents were initiated by police officers (45%)
- District 2 experienced the most cases with a total of 166
- District 3 experienced the fewest cases with a total of 53
- Sex Offenses have ***decreased*** by a 100% from the previous month
- Larceny Offenses have ***decreased*** by a 32% from the previous month
- Burglary Offences have ***increased*** by 36% from the previous month
- Overall, UCR offenses have ***decreased*** from the previous month by an 13%

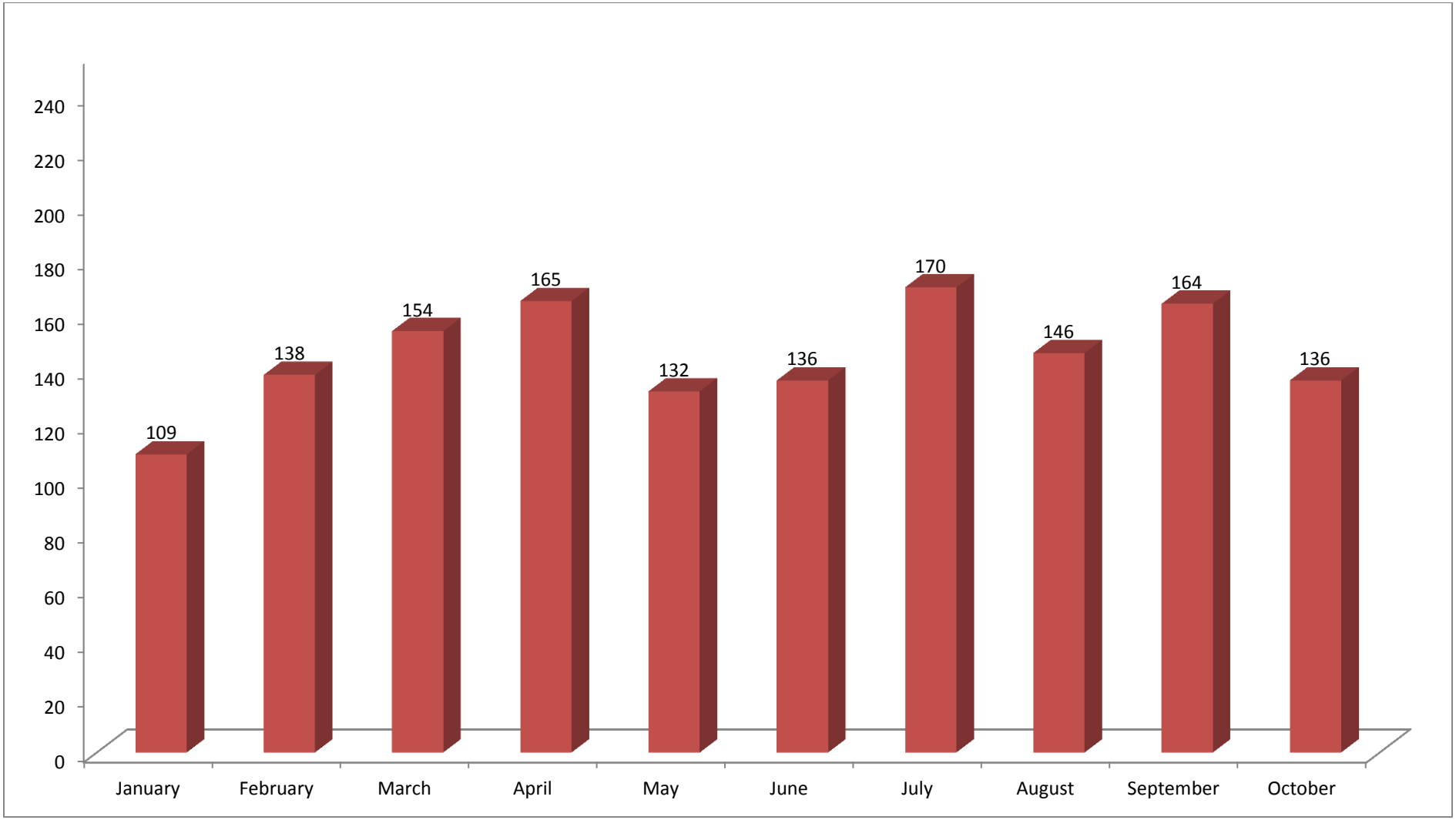
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



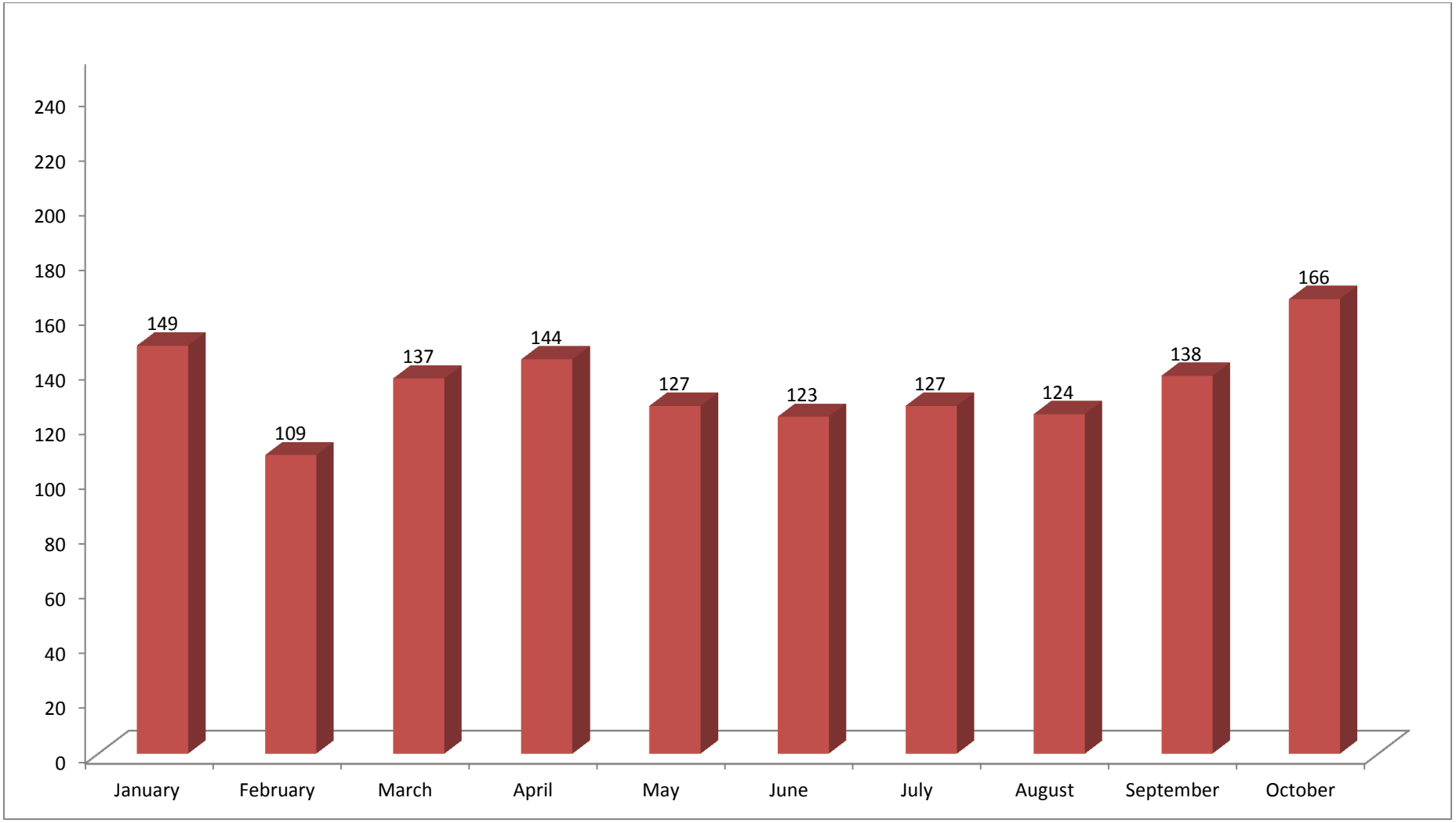
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



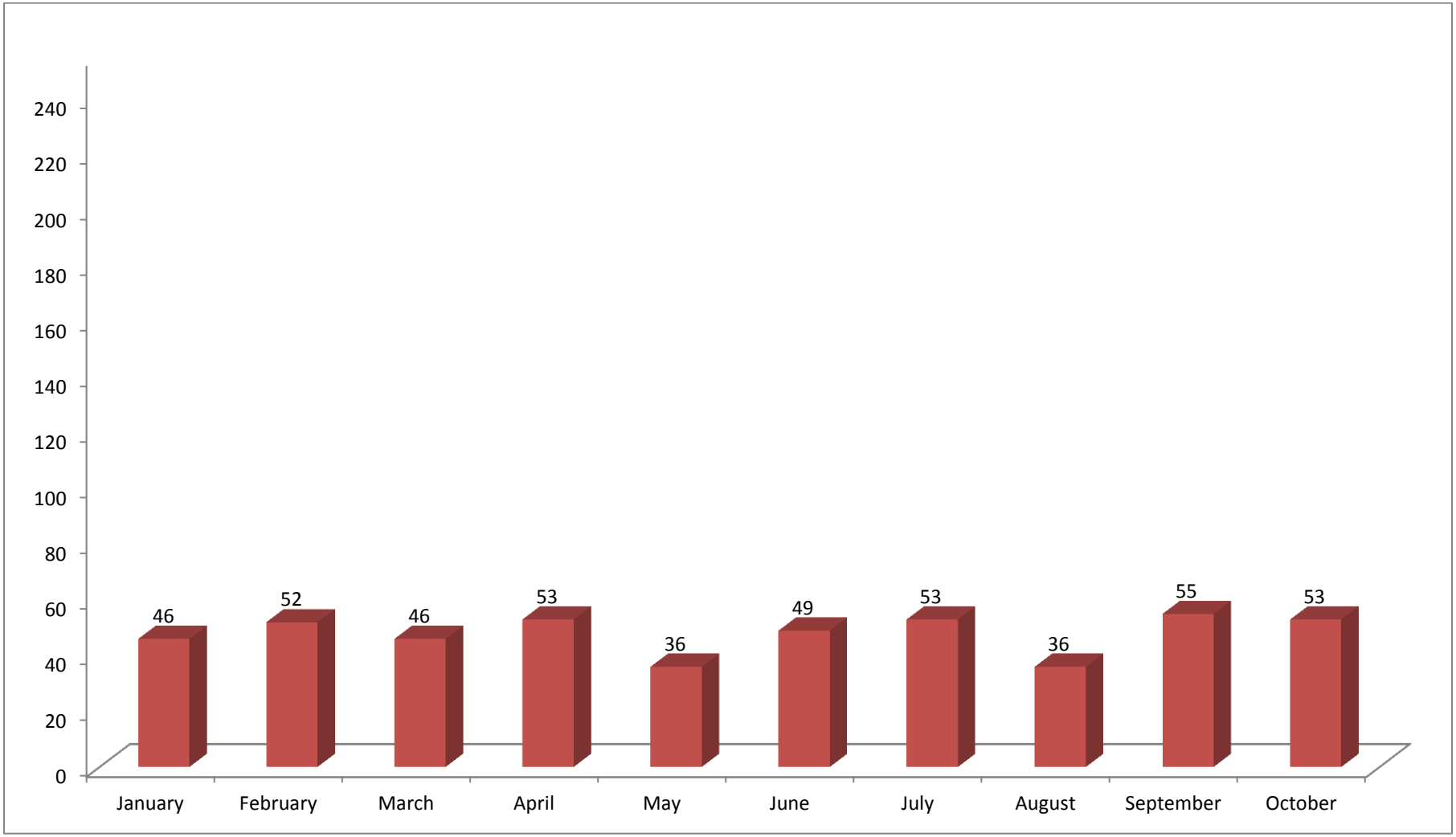
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



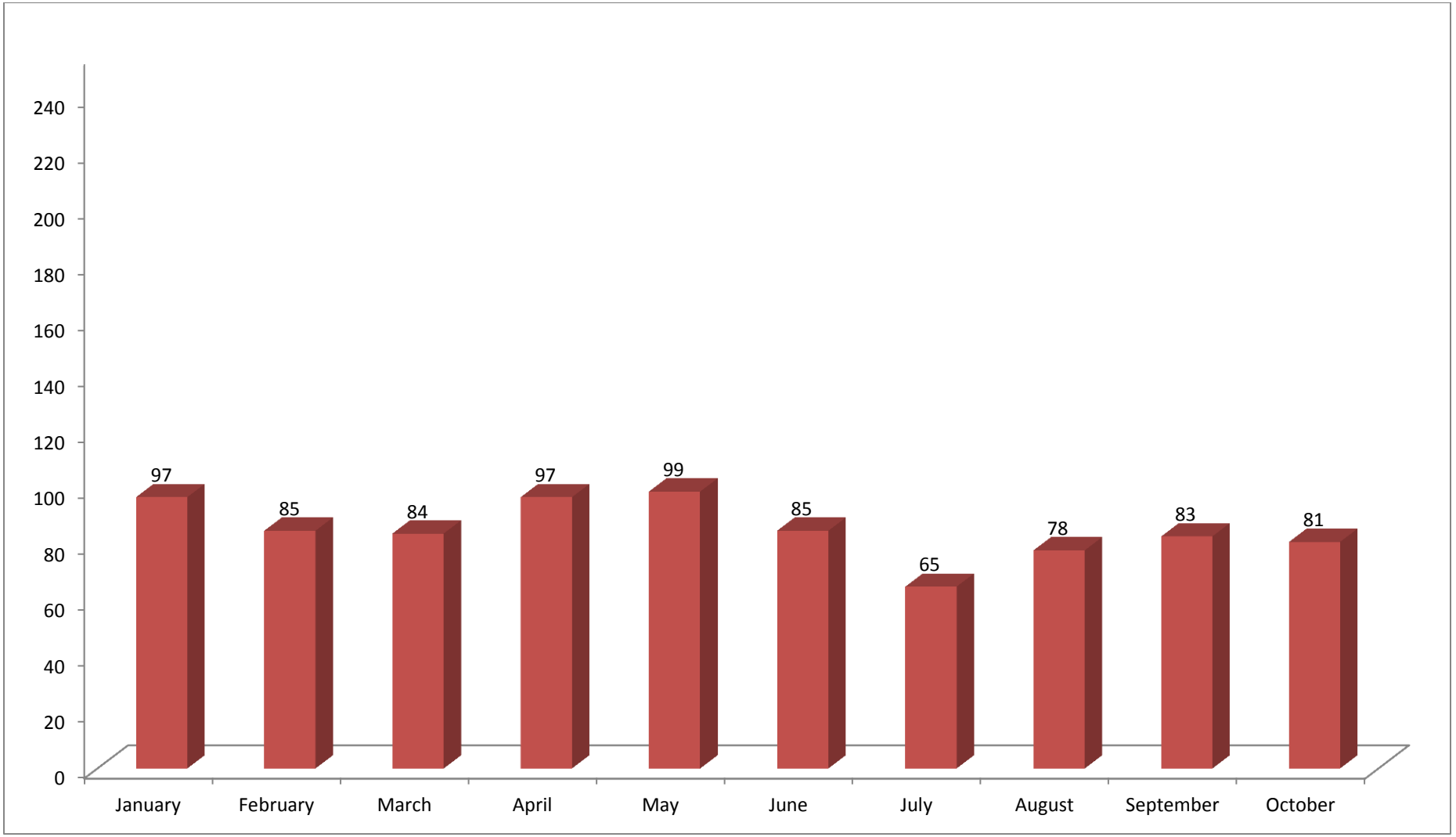
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

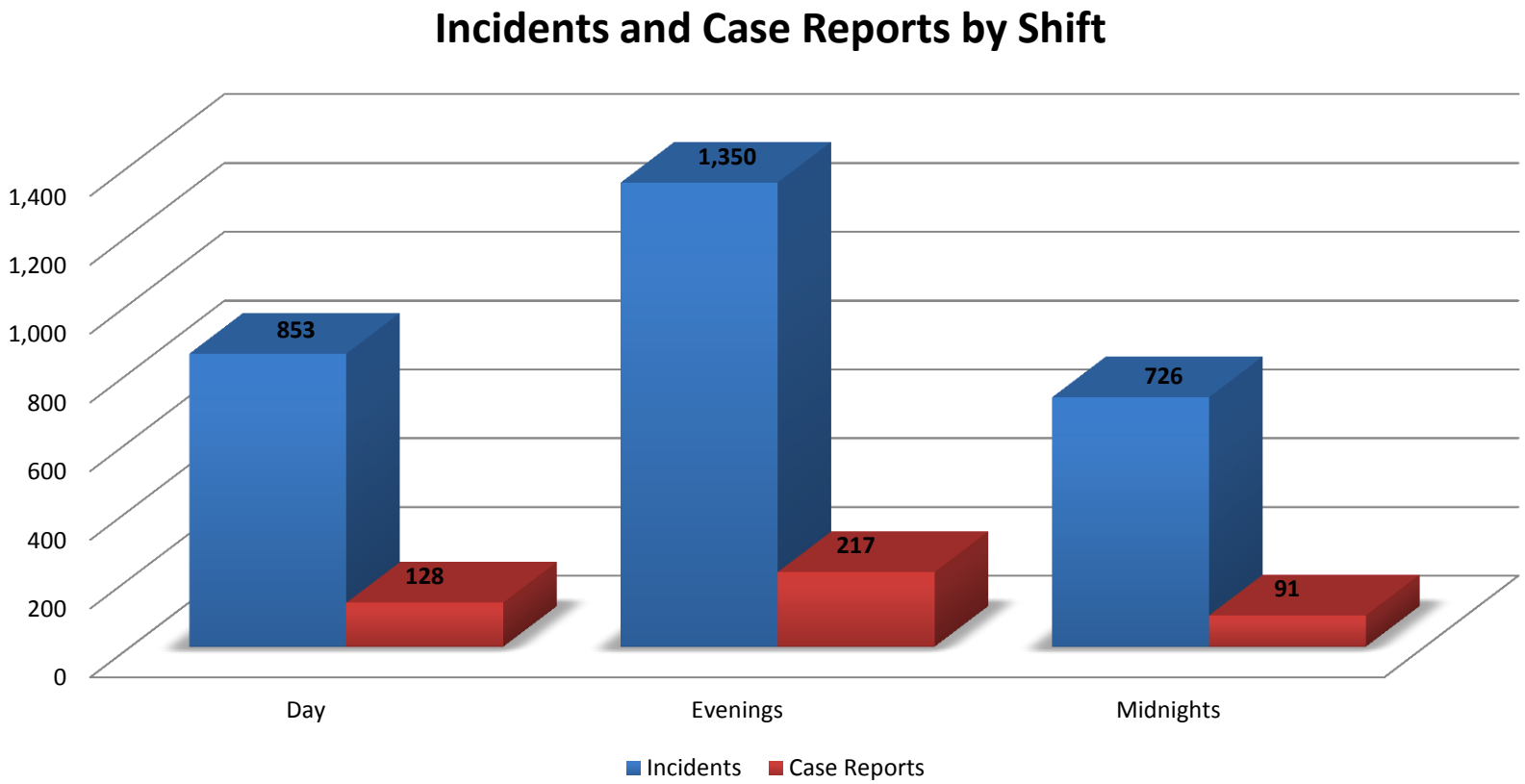
The table below illustrates the total of Incidents and Cases from October 1, 2016 thought October 31, 2016 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
800 N. Fiske	73	9
900 Friday Rd	54	7
1407 Dixon Blvd	51	29
2700 SR.524	41	7
1514 Clearlake Rd	35	5
1080 N. Fiske	21	8
1010 N. Fiske Blvd	20	4
1524 Clearlake Rd	19	2
TOTAL	**314**	**71**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.



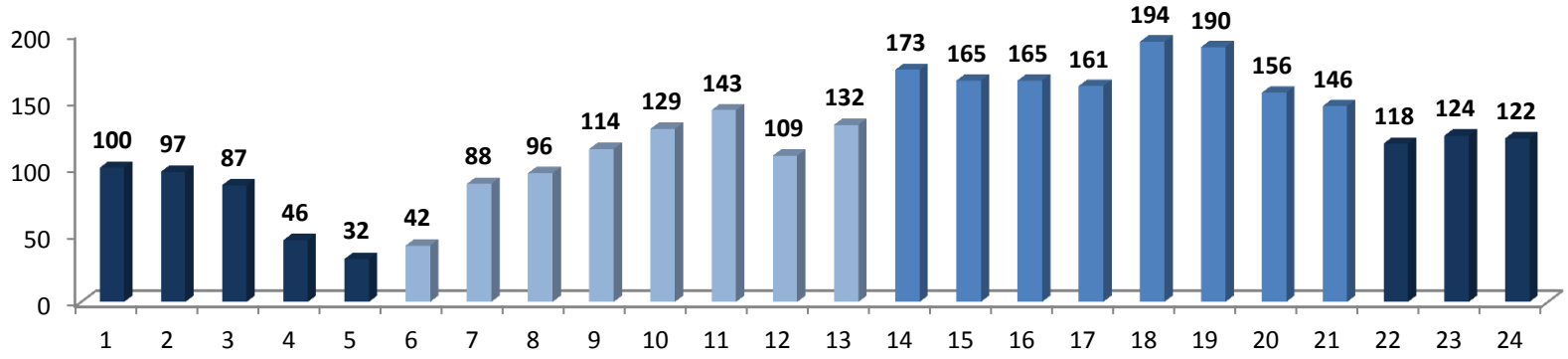
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

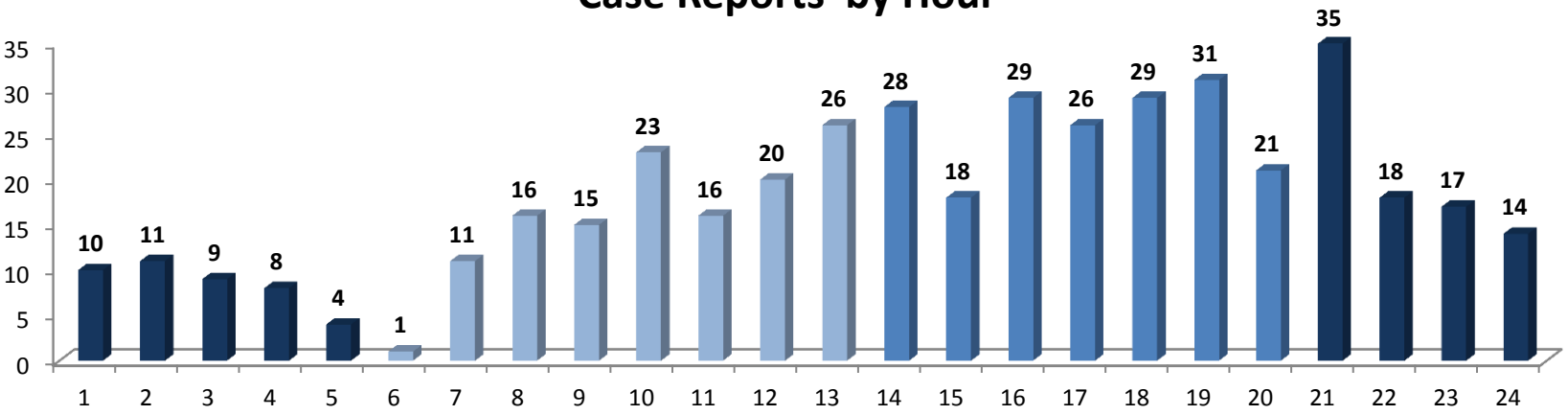
Incidents and Case Reports by Hour

Note: The charts below illustrates incidents broken down by time of day.

Incidents by Hour

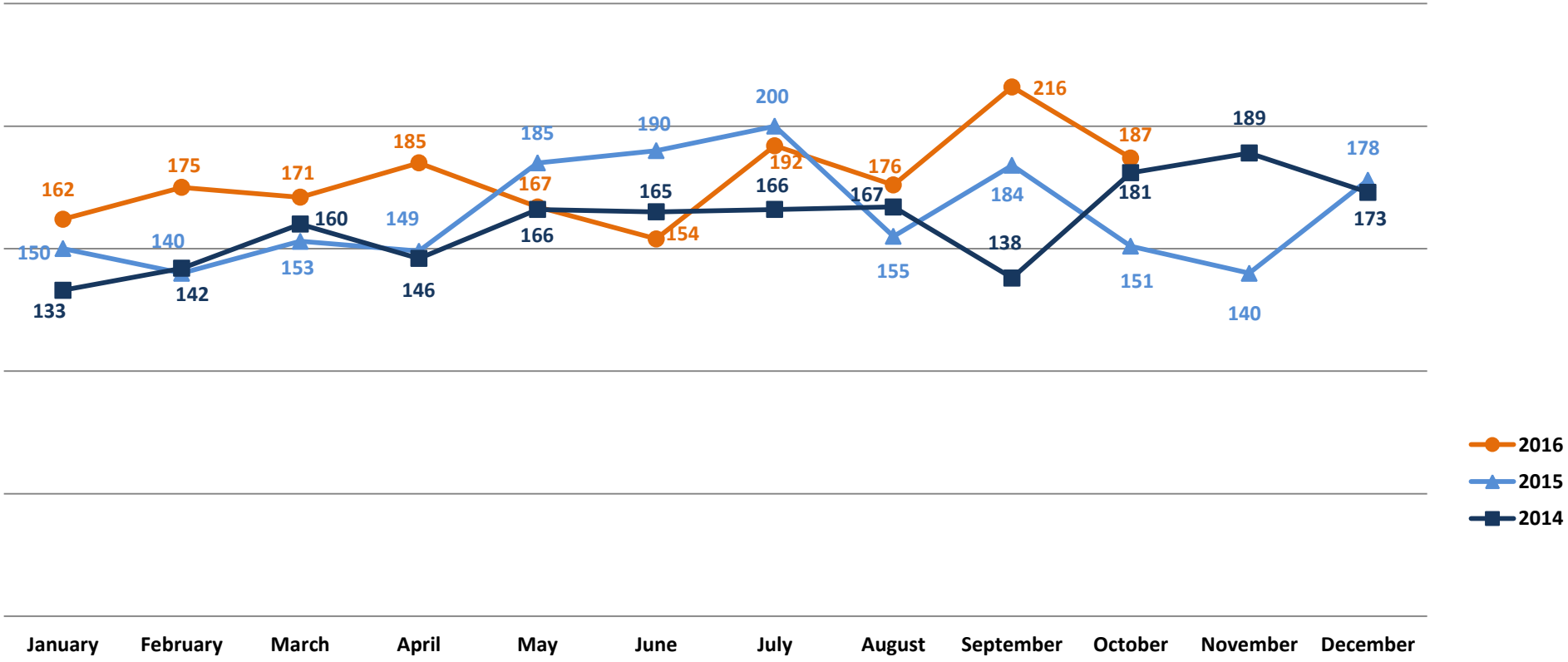


Case Reports by Hour



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month - 2016, 2015, & 2014



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Legislation Details (With Text)

File #:	17-30	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/10/2017			**In control:**	City Council
On agenda:	1/24/2017			**Final action:**	
Title:	FY 2017 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY 2017 December EXPENSE Budget Tracking Worksheet.pdf FY 2017 December REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 10, 2017
Agenda Date: January 24, 2017
Prepared By: Anthony Hagan / Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
FY 2017 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 2017 thru December 31, 2016.

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 2017 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 12/31/2016

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1103 - INFORMATION TECHNOLOGY					
11/30/16	001-1103-516.46-00	(3,890)	FUNDS FOR ARGENT NETWORK MONITORING SOFTWARE		641
	001-1103-516.68-10	3,890			
1	Budget Amendments/Transfers		Division 1103 Total	$0	
1600 - GENERAL OPERATIONS					
10/25/16	001-1600-513.39-00	(33,610)	6 FORREST AVE DEMOLITION AGENDA 16-487		228
11/18/16	001-1600-513.46-02	(10,050)	CITY HALL GENERATOR		534
	001-1600-513.64-00	10,050			
11/22/16	001-1600-513.39-00	(25,000)	ADD FNDS TO BLDNG INSPECT AND PLAN REVIEW SVCS FY17		586
12/21/16	001-1600-513.52-00	(6,000)	COVER COST OF CUBICLE REORG ON 3RD FLOOR		973
	001-1600-513.64-00	6,000			
12/30/16	001-1600-513.39-00	124,214	FIRE PENSIONS BUDGETED IN WRONG DIVISION.		1058
5	Budget Amendments/Transfers		Division 1600 Total	$65,604	
2100 - POLICE ADMIN/OPERATIONS					
10/21/16	001-2100-521.52-00	2,016	PD REVISED QUOTE 1601001 COMM INTNTL REMOVE BATT		174
12/05/16	001-2100-521.64-00	(10,080)	PD SECURED A LOWER PRICE FOR PATROL SHIELDS		703
	001-2100-521.52-00	10,080			
12/15/16	001-2100-521.64-00	(1,795)	CRIME SCENE STATION		881
	001-2100-521.68-10	1,795			
12/21/16	001-2100-521.52-00	(5,163)	PURCHASE 4 SWAT VESTS WITH BULLETPROOF GRANT		973
	001-2100-521.52-00	(3,151)			
	001-2100-521.64-00	8,314			
4	Budget Amendments/Transfers		Division 2100 Total	$2,016	
2101 - POLICE COMMUNICATIONS					
10/21/16	001-2101-521.64-00	(2,016)	PD REVISED QUOTE 1601001 COMM INTNTL REMOVE BATT		174
1	Budget Amendments/Transfers		Division 2101 Total	($2,016)	
2200 - FIRE ADMINISTRATION					
12/15/16	001-2200-522.52-00	(561)	FIRE INSPECTOR CELL PHONE		881
	001-2200-522.41-00	561			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1	Budget Amendments/Transfers		Division 2200 Total	$0	
2201 - FIRE OPERATIONS					
12/30/16	001-2201-522.22-02	(128,299)	FIRE PENSIONS BUDGETED IN WRONG DIVISION.		1058
	001-2201-522.34-00	4,085			
1	Budget Amendments/Transfers		Division 2201 Total	($124,214)	
3200 - ADMINISTRATION					
10/21/16	001-3200-515.61-00	118,000	PURCHASE 3 BREV CO TAX ID FROM HOUSING AUTH. 16-445		175
10/25/16	001-3200-515.49-00	33,610	6 FORREST AVE DEMOLITION AGENDA 16-487		228
11/22/16	001-3200-515.34-00	25,000	ADD FNDS TO BLDNG INSPECT AND PLAN REVIEW SVCS FY17		586
12/30/16	001-3200-515.61-00	(111,317)	MAGNOLIA POINTE SUBDIVIS RECLASS FROM LAND		1057
	001-3200-515.49-00	111,317			
4	Budget Amendments/Transfers		Division 3200 Total	$176,610	
3510 - PUBLIC WORKS MAINTENANCE					
11/08/16	001-3510-541.63-00	(16,702)	ADD FNDS FOR REMOVAL OF LIGHTING ON FISKE BLVD		402
	001-3510-541.63-00	16,702			
12/13/16	001-3510-541.63-00	266,786	FISKE BLVD PHASE 1 ROADWY AND SIDEWALK REBUILD		1021
2	Budget Amendments/Transfers		Division 3510 Total	$266,786	
3520 - PARKS & BEAUTIFICATION					
11/01/16	001-3520-572.34-09	(20,000)	MOWING CONTRACT		292
	001-3520-572.34-00	20,000			
1	Budget Amendments/Transfers		Division 3520 Total	$0	
3540 - PUBLIC WORKS- FLEET MAINT					
12/07/16	001-3540-519.55-00	(500)	COVER INCREASED COSTS OF VERTICAL TIRE CAROUSEL		743
	001-3540-519.64-00	500			
1	Budget Amendments/Transfers		Division 3540 Total	$0	
3560 - FACILITY MANAGEMENT					
11/22/16	001-3560-519.46-00	(1,000)	COVER POSTAGE & FREIGHT FOR SPLASHPAD / RVRFNT PK		561
	001-3560-519.42-00	1,000			
1	Budget Amendments/Transfers		Division 3560 Total	$0	
3580 - CAPITAL PROJECTS MNGMT					
10/21/16	001-3580-519.62-00	231,936	PROJECT INADEQUATELY BUDG FOR FY17. NEED FUNDS ADD		176
1	Budget Amendments/Transfers		Division 3580 Total	$231,936	
23	Total Budget Amendments/Transfers		**GENERAL FUND**	**$616,722**	
3230 - CRA ADMIN/OPERATIONS					
10/25/16	110-3230-559.39-00	(6,942)	ACCOUNT FOR DECREASE IN CO MILLAGE RATES FOR CRA		230
1	Budget Amendments/Transfers		Division 3230 Total	($6,942)	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1 Total Budget Amendments/Transfers			**REDEVELOPMENT AGENCY FUND**	**($6,942)**	
3230 - CRA ADMIN/OPERATIONS					
11/07/16	112-3230-559.83-02	3,748	REVISED MILLAGE RATES INCREASED US1 CRA TIF REV		370
1 Budget Amendments/Transfers			Division 3230 Total	$3,748	
1 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**$3,748**	
3580 - CAPITAL PROJECTS MNGMT					
10/25/16	301-3580-519.62-00	(65,000)	WETLAND MITITGATION AGREE FUND X-FER AGENDA 16-467		231
	301-3580-519.61-00	65,000			
1 Budget Amendments/Transfers			Division 3580 Total	$0	
1 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$0**	
1515 - FIELD SERVICES					
10/19/16	421-1515-536.52-00	(1)	ORIGINAL QUOTE FOR ITRON WAS OFF BY $.19		144
	421-1515-536.46-00	1			
1 Budget Amendments/Transfers			Division 1515 Total	$0	
4010 - WATER ADMINISTRATION					
12/13/16	421-4010-536.31-00	479,454	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
1 Budget Amendments/Transfers			Division 4010 Total	$479,454	
4055 - ENGINEERING					
10/21/16	421-4055-536.63-00	853,641	ADD FUNDS FOR E PEACHTREE ST WATER MAIN IMPR		177
12/13/16	421-4055-536.63-00	14,750	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
	421-4055-536.63-00	15,400			
	421-4055-536.63-00	40,595			
	421-4055-536.63-00	42,100			
	421-4055-536.63-00	165,612			
	421-4055-536.63-00	244,882			
	421-4055-536.63-00	582,226			
	421-4055-536.63-00	1,872,357			
2 Budget Amendments/Transfers			Division 4055 Total	$3,831,563	
4120 - WATER RECLAMATION					
12/09/16	421-4120-536.46-00	(2,400)	ODOR CONTROL SYSTEM FOR SELLERS PLANT		783
	421-4120-536.34-00	2,400			
12/13/16	421-4120-536.63-00	1,389,940	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
2 Budget Amendments/Transfers			Division 4120 Total	$1,389,940	
4125 - SEWER FIELD OPERATIONS					
12/13/16	421-4125-536.63-00	520,605	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
1 Budget Amendments/Transfers			Division 4125 Total	$520,605	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
7 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$6,221,562**	
3570 - STORMWATER UTILITY					
10/24/16	423-3570-538.63-00	(1,600)	PURCHASE OF 3.25 ACRES FOR DIAMOND SQ RDA		199
	423-3570-538.61-00	1,600			
10/25/16	423-3570-538.63-00	(84,400)	PURCH 3.25 ACRES FROM FL FOR DIAM. SQ STORMWATER		232
	423-3570-538.61-00	84,400			
2 Budget Amendments/Transfers			Division 3570 Total	$0	
2 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$0**	

35 Transfers & Amendments between 10/1/2016 and 12/31/2016

FY 2017 TOTAL TRANSFERS & AMENDMENTS **6,835,090**

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.

FY 2017 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 12/31/2016

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/21/16	001-0000-389.99-50	231,936	PROJECT INADEQUATELY BUDG FOR FY17. NEED FUNDS ADD		176
	001-0000-389.99-50	118,000	PURCHASE 3 BREV CO TAX ID FROM HOUSING AUTH. 16-445		175
12/13/16	001-0000-389.99-50	266,786	FISKE BLVD PHASE 1 ROADWY AND SIDEWALK REBUILD		1021
3 Budget Amendments/Transfers			Division 0000 Total	$616,722	
3 Total Budget Amendments/Transfers			**GENERAL FUND**	**$616,722**	
10/25/16	110-0000-338.00-00	(6,942)	ACCOUNT FOR DECREASE IN CO MILLAGE RATES FOR CRA		230
1 Budget Amendments/Transfers			Division 0000 Total	($6,942)	
1 Total Budget Amendments/Transfers			**REDEVELOPMENT AGENCY FUND**	**($6,942)**	
11/07/16	112-0000-338.00-00	3,748	REVISED MILLAGE RATES INCREASED US1 CRA TIF REV		370
1 Budget Amendments/Transfers			Division 0000 Total	$3,748	
1 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**$3,748**	
10/21/16	421-0000-389.99-50	853,641	ADD FUNDS FOR E PEACHTREE ST WATER MAIN IMPR		177
12/13/16	421-0000-389.99-50	2,571,011	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
	421-0000-389.99-50	2,796,910			
2 Budget Amendments/Transfers			Division 0000 Total	$6,221,562	
2 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$6,221,562**	
7 Transfers & Amendments between 10/1/2016 and 12/31/2016					
			FY 2017 TOTAL TRANSFERS & AMENDMENTS	**6,835,090**	

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Worksheets\FY 2017 - Budget Tracking Worksheets\December 2016\FY 2017 December REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 1/10/2017

Legislation Details (With Text)

File #:	17-31	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/10/2017			**In control:**	City Council
On agenda:	1/24/2017			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget by Classification Report December 2016.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 10, 2017
Agenda Date: January 24, 2017
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 December 2017 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 2017 Budget by Classification Report - Summary Listing

Through 12/31/2016

Target for November is 25%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 7,052,116		$ 3,763,892.30	$ 3,288,223.70	53%
OTHER PERMITS AND FEES	$ 3,412,358		$ 1,529,978.47	$ 1,882,379.53	45%
INTERGOVERNMENTAL	$ 3,228,830		$ 23,897.46	$ 3,204,932.54	1%
CHARGES FOR SERVICES	$ 11,159,533		$ 2,609,264.39	$ 8,550,268.61	23%
FINES AND FORFEITURES	$ 24,000		$ 2,875.79	$ 21,124.21	12%
MISCELLANEOUS	$ 803,618		$ 129,862.71	$ 673,755.29	16%
OTHER SOURCES (NON-REVENUE)	$ 11,957,989		$ 10,989,879.10	$ 968,109.90	92%
REVENUE TOTALS	**$ 37,638,444**		**$ 19,049,650.22**	**$ 18,588,793.78**	**51%**
EXPENSE					
SALARIES AND BENEFITS	$ 20,807,133	$ 6,151.80	$ 4,614,022.10	$ 16,186,959.10	22%
OPERATING EXPENDITURES	$ 10,767,279	$ 2,828,728.13	$ 1,999,856.56	$ 5,938,694.31	45%
CAPITAL OUTLAY	$ 3,998,679	$ 1,628,392.77	$ 280,680.99	$ 2,089,605.24	48%
GRANTS, AIDS AND OTHER	$ 2,065,353	$ -	$ 9,928,053.34	$ (7,862,700.34)	481%
EXPENSE TOTALS	**$ 37,638,444**	**$ 4,463,272.70**	**$ 16,822,612.99**	**$ 16,352,558.31**	57%
REVENUE TOTALS	**$ 37,638,444**	**$ -**	**$ 19,049,650.22**	**$ 18,588,793.78**	**51%**
EXPENSE TOTALS	**$ 37,638,444**	**$ 4,463,272.70**	**$ 16,822,612.99**	**$ 16,352,558.31**	**57%**
	$ -	**$ (4,463,272.70)**	**$ 2,227,037.23**		

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
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	405,810	2,871,071.91	708	1,217,430	3,506,205.17	288	4,869,722	1,363,516.83
20 00	DELINQUENT TAXES	1,250	180.34	14	3,750	1,587.97	42	15,000	13,412.03
25 00	PENALTIES RE: TAXES	416	2,527.83	608	1,248	4,236.17	339	5,000	763.83
30 00	TAX CERTIFICATES	16,666	.00		49,998	.00		200,000	200,000.00
311 **	AD VALOREM	424,142	2,873,780.08	678	1,272,426	3,512,029.31	276	5,089,722	1,577,692.69
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	29,166	.00		87,498	.00		350,000	350,000.00
312 **	SALES USE AND FUEL TAXES	29,166	.00		87,498	.00		350,000	350,000.00
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	82,402	90,801.70	110	247,206	168,666.58	68	988,824	820,157.42
40 00	GAS	1,722	1,328.99	77	5,166	1,413.48	27	20,673	19,259.52
80 00	PROPANE	969	1,391.55	144	2,907	3,889.24	134	11,639	7,749.76
314 **	UTILITY SERVICE TAX	85,093	93,522.24	110	255,279	173,969.30	68	1,021,136	847,166.70
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	35,104	19,895.00-	57	105,312	59,685.00-	57	421,258	480,943.00
315 **	COMMUNICATION SERVICE TAX	35,104	19,895.00-	57	105,312	59,685.00-	57	421,258	480,943.00
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	14,166	3,269.28	23	42,498	137,578.69	324	170,000	32,421.31
316 **	LOCAL BUSINESS TAX	14,166	3,269.28	23	42,498	137,578.69	324	170,000	32,421.31
310 ***	TAXES	587,671	2,950,676.60	502	1,763,013	3,763,892.30✓	214	7,052,116✓	3,288,223.70✓
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
00 00	BUILDING PERMITS	20,833	108,342.18	520	62,499	209,456.97	335	250,000	40,543.03
10 00	TRAINING SURCHARGE	58	.00		174	.00		700	700.00
322 **	BUILDING PERMITS	20,891	108,342.18	519	62,673	209,456.97	334	250,700	41,243.03
323	FRANCHISE FEES								
10 00	ELECTRICITY	66,587	31,307.00-	47	199,761	93,921.00-	47	799,054	892,975.00
40 00	GAS	1,846	1,348.99	73	5,538	750.34	14	22,158	21,407.66
70 00	SOLID WASTE	14,703	15,671.02	107	44,109	45,996.71	104	176,446	130,449.29
323 **	FRANCHISE FEES	83,136	14,286.99-	17	249,408	47,173.95-	19	997,658	1,044,831.95
325	SPECIAL ASSESSMENT								
12 01	FIRE PROTECTION	166,250	1,031,271.21	620	498,750	1,363,780.11	273	1,995,000	631,219.89

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	327.99	49	1,998	327.99	16	8,000	7,672.01
12 03	PENALTIES	83	180.09	217	249	230.64	93	1,000	769.36
12 04	TAX CERTIFICATES	12,500	.00		37,500	.00		150,000	150,000.00
12 *	SERVICE	179,499	1,031,779.29	575	538,497	1,364,338.74	253	2,154,000	789,661.26
325 **	SPECIAL ASSESSMENT	179,499	1,031,779.29	575	538,497	1,364,338.74	253	2,154,000	789,661.26
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	833	665.00	80	2,499	3,356.71	134	10,000	6,643.29
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
329 **	OTHER PERMITS & FEES	833	665.00	80	2,499	3,356.71	134	10,000	6,643.29
320 ***	OTHER PERMITS & FEES	284,359	1,126,499.48	396	853,077	1,529,978.47 ✓	179	3,412,358 ✓	1,882,379.53 ✓
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	20,833	7,977.33	38	62,499	7,977.33	13	250,000	242,022.67
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	20,833	7,977.33	38	62,499	7,977.33	13	250,000	242,022.67
20 01	RES OFFCR - CTY CONTRACT	2,650	10,833.33	409	7,950	10,833.33	136	31,800	20,966.67
20 05	JAG GRANT	1,915	.00		5,745	.00		22,980	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	1,024	.00		3,072	.00		12,298	12,298.00
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	5,126	.00		15,378	.00		61,516	61,516.00
20 *	PUBLIC SAFETY	10,715	10,833.33	101	32,145	10,833.33	34	128,594	117,760.67
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	76,083	.00		228,249	.00		913,000	913,000.00
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	107,631	18,810.66	18	322,893	18,810.66	6	1,291,594	1,272,783.34
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	2,916	.00		8,748	.00		35,000	35,000.00
333 **	PAYMENT IN LIEU OF TAXES	2,916	.00		8,748	.00		35,000	35,000.00

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	0	.00		0	.00		0	.00
50 *	ECONOMIC ENVIRONMENT	0	.00		0	.00		0	.00
61 10	BREVARD COUNTY EMS GRANT	0	.00		0	.00		0	.00
90 30	HISTORIC PRESERVATION GRT	21,271	.00		63,813	.00		255,256	255,256.00
334 **	STATE GRANT	21,271	.00		63,813	.00		255,256	255,256.00
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	38,805	.00		116,415	.00		465,670	465,670.00
12 20	8TH CNT MUNICIPAL GAS TAX	12,156	.00		36,468	.00		145,873	145,873.00
12 *	STATE REVENUE SHARING	50,961	.00		152,883	.00		611,543	611,543.00
14 00	MOBILE HOME LICENSES	1,666	2,031.96	122	4,998	5,086.80	102	20,000	14,913.20
15 00	ALCOHOLIC BEVERAGE	1,809	.00		5,427	.00		21,717	21,717.00
18 00	LOCAL GOVERNMENT 1/2 CENT	80,848	.00		242,544	.00		970,178	970,178.00
21 00	FIREFIGHTER SUPPLEMENTAL	0	.00		0	.00		0	.00
29 00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41 00	FUEL TAX REFUNDS	1,961	.00		5,883	.00		23,542	23,542.00
335 **	STATE SHARED REVENUES	137,245	2,031.96	2	411,735	5,086.80	1	1,646,980	1,641,893.20
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	269,063	20,842.62	8	807,189	23,897.46	3	3,228,830	3,204,932.54
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

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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	447,865	447,866.00	100	1,343,595	1,343,598.00	100	5,374,389	4,030,791.00
31 00	ADMIN FEES STORMWATER	7,410	7,411.00	100	22,230	22,233.00	100	88,927	66,694.00
40 00	CERTIFY/COPY/SEARCH	8,333	7,598.54	91	24,999	15,612.16	63	100,000	84,387.84
90 12	PASSPORT EXECUTION FEES	863	575.00	67	2,589	1,425.00	55	10,356	8,931.00
341 **	GENERAL GOVERNMENT	464,471	463,450.54	100	1,393,413	1,382,868.16	99	5,573,672	4,190,803.84
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	0	.00		0	.00		0	.00
90 00	OTHER PUBLIC SAFETY	0	300.00		0	300.00		0	300.00-
90 01	FALSE ALARM FEES	833	290.00	35	2,499	3,590.00	144	10,000	6,410.00
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	833	590.00	71	2,499	3,890.00	156	10,000	6,110.00
342 **	PUBLIC SAFETY	833	590.00	71	2,499	3,890.00	156	10,000	6,110.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	33,574	35,998.01	107	100,722	71,454.77	71	402,888	331,433.23
37 11	ROCKLEDGE	21,209	22,373.24	106	63,627	43,983.08	69	254,510	210,526.92
37 12	SUN LAKE	279	298.53	107	837	578.87	69	3,357	2,778.13
37 13	COLONY PARK	150	.00		450	.00		1,810	1,810.00
37 16	COCOA BEACH	8,758	8,809.55	101	26,274	17,540.59	67	105,101	87,560.41
37 17	CAPE CANAVERAL	7,230	7,277.52	101	21,690	14,491.33	67	86,760	72,268.67
37 18	TITUSVILLE	315	331.70	105	945	661.36	70	3,783	3,121.64
37 *	WATER BILLING SERVICES	71,515	75,088.55	105	214,545	148,710.00	69	858,209	709,499.00
39 01	SERVICE CHARGES	33,333	19,720.00	59	99,999	68,996.20	69	400,000	331,003.80
39 03	ADMIN CHARGES	35,833	29,310.00	82	107,499	88,645.00	83	430,000	341,355.00
39 04	PENALTIES	75,000	97,378.66	130	225,000	219,627.65	98	900,000	680,372.35
39 05	NSF CHECKS	2,916	3,622.65	124	8,748	10,003.06	114	35,000	24,996.94
39 *	WATER OTHER INCOME	147,082	150,031.31	102	441,246	387,271.91	88	1,765,000	1,377,728.09
41 10	GARBAGE REVENUES	177,823	178,916.40	101	533,469	525,311.89	99	2,133,878	1,608,566.11
41 20	RECYCLING REVENUE	17,692	18,107.65	102	53,076	53,069.45	100	212,309	159,239.55
41 30	GREEN WASTE	15,130	15,366.82	102	45,390	44,929.43	99	181,563	136,633.57
41 *	GARBAGE COLLECTION	210,645	212,390.87	101	631,935	623,310.77	99	2,527,750	1,904,439.23
45 10	BILLING FEE - WEST WASTE	8,058	8,064.36	100	24,174	16,124.16	67	96,697	80,572.84
45 20	SALE - RECYCLING MATERIAL	83	1,518.37	1829	249	1,518.37	610	1,000	518.37-

FUND 001 GENERAL FUND

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340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
45 *	GARBAGE - OTHER REVENUE	8,141	9,582.73	118	24,423	17,642.53	72	97,697	80,054.47
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	MEDIAN MAINTENANCE	4,361	.00		13,083	.00		52,336	52,336.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	8,364	.00		25,092	.00		100,369	100,369.00
90 *	OTHER PHYSICAL ENVIRON	12,725	.00		38,175	.00		152,705	152,705.00
343 **	PHYSICAL ENVIRONMENT	450,108	447,093.46	99	1,350,324	1,176,935.21	87	5,401,361	4,224,425.79
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	5,000	2,385.55	48	15,000	17,759.19	118	60,000	42,240.81
39 11	TENANT MAINTENANCE FEES	166	121.76	73	498	365.28	73	2,000	1,634.72
39 20	COCOA CIVIC CENTER	4,583	1,778.95	39	13,749	18,017.22	131	55,000	36,982.78
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,416	70.00	5	4,248	5,035.95	119	17,000	11,964.05
39 *	OTHER CULTURAL SERVICES	11,165	4,356.26	39	33,495	41,177.64	123	134,000	92,822.36
40 01	COCOA VILLAGE 10% GROSS	2,083	.00		6,249	250.00	4	25,000	24,750.00
40 05	PERMIT FEES	208	100.00	48	624	976.75	157	2,500	1,523.25
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	2,291	100.00	4	6,873	1,226.75	18	27,500	26,273.25
50 10	EVENT FEES	833	2,046.94	246	2,499	3,166.63	127	10,000	6,833.37
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	250	.00		750	.00		3,000	3,000.00
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	1,083	2,046.94	189	3,249	3,166.63	98	13,000	9,833.37
347 **	CULTURE/RECREATION	14,539	6,503.20	45	43,617	45,571.02	105	174,500	128,928.98
349	OTHER CHARGES FOR SERVICE								
01 00	CREDIT CARD FEES	0	.00		0	.00		0	.00
349 **	OTHER CHARGES FOR SERVICE	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
340		CHARGES FOR SERVICES								
349		OTHER CHARGES FOR SERVICE								
340	***	CHARGES FOR SERVICES	929,951	917,637.20	99	2,789,853	2,609,264.39	94	11,159,533	8,550,268.61
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	2,000	931.77	47	6,000	2,875.79	48	24,000	21,124.21
351	**	JUDGMENTS AND FINES	2,000	931.77	47	6,000	2,875.79	48	24,000	21,124.21
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	2,000	931.77	47	6,000	2,875.79	48	24,000	21,124.21
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
10 00		INTEREST	4,588	.00		13,764	29,563.56	215	55,062	25,498.44
20 00		DIVIDENDS	0	.00		0	688.14		0	688.14-
38 00		NET INC/DEC-FMV INVESTMNT	0	.00		0	56,225.50-		0	56,225.50
40 00		GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	4,588	.00		13,764	25,973.80-	189	55,062	81,035.80
362		RENT AND ROYALTIES								
00 00		RENT AND ROYALTIES	9,313	3,333.33	36	27,939	39,602.82	142	111,760	72,157.18
362	**	RENT AND ROYALTIES	9,313	3,333.33	36	27,939	39,602.82	142	111,760	72,157.18
364		DISPOSITION FIXED ASSETS								
00 00		DISPOSITION FIXED ASSETS	0	.00		0	3,029.30		0	3,029.30-
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	.00		0	3,029.30		0	3,029.30-

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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	9,075.00	145	18,750	22,150.00	118	75,000	52,850.00
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 13	VISIT FLORIDA GRANT	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	9,075.00	145	18,750	22,150.00	118	75,000	52,850.00
367	LICENSES								
00 00	LICENSES	0	.00		0	.00		0	.00
367 **	LICENSES	0	.00		0	.00		0	.00
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	11,974	.00		35,922	.00		143,695	143,695.00
22 00	FIRE STATE CONTRIBUTION	10,691	.00		32,073	.00		128,299	128,299.00
368 **	PENSION CONTRIBUTIONS	22,665	.00		67,995	.00		271,994	271,994.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	7,598	22.90		22,794	4,093.79	18	91,182	87,088.21
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	3,333	2,337.50	70	9,999	8,502.50	85	40,000	31,497.50
90 03	CODE ENF ABATE/DEMO REV	5,833	3,850.00	66	17,499	8,985.13	51	70,000	61,014.87
90 04	MISC. POLICE REVENUES	0	14.11		0	103.52		0	103.52-
90 05	INVESTIGATIVE COSTS REIM	3,791	1,708.87	45	11,373	7,279.45	64	45,500	38,220.55
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	833	700.00	84	2,499	1,775.00	71	10,000	8,225.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00
90 09	PROPERTY REGISTRATION	2,760	1,600.00	58	8,280	2,900.00	35	33,120	30,220.00
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	24,148	10,233.38	42	72,444	33,639.39	46	289,802	256,162.61

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
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
96 00	INSURANCE REFUND PROCEEDS	0	34,242.00		0	57,415.00		0	57,415.00-
369 **	OTHER MISC REVENUES	24,148	44,475.38	184	72,444	91,054.39	126	289,802	198,747.61
360 ***	MISCELLANEOUS REVENUES	66,964	56,883.71	85	200,892	129,862.71✓	65	803,618✓	673,755.29✓
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRANSFER FROM REDEVELOP	2,343	.00		7,029	.00		28,125	28,125.00
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)	1,166	.00		3,498	.00		14,000	14,000.00
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 41	TRANSFER FROM CONSFICATED	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	3,509	.00		10,527	.00		42,125	42,125.00
381 **	INTERFUND TRANSFER	3,509	.00		10,527	.00		42,125	42,125.00
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS WATER REV.	454,916	454,917.00	100	1,364,748	1,364,751.00	100	5,459,000	4,094,249.00
40 01	6% CONTRIBUTION	82,826	82,827.00	100	248,478	248,481.00	100	993,919	745,438.00
40 *	CONTRIBUTIONS WATER REV.	537,742	537,744.00	100	1,613,226	1,613,232.00	100	6,452,919	4,839,687.00
382 **	CONTRIBUTIONS ENTERPRISE	537,742	537,744.00	100	1,613,226	1,613,232.00	100	6,452,919	4,839,687.00
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	8,865,000.00		0	8,865,000.00-
385 **	PROCEEDS REFUNDING BONDS	0	.00		0	8,865,000.00		0	8,865,000.00-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
385	PROCEEDS REFUNDING BONDS								
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	10,395	.00		31,185	.00		124,744	124,744.00
90 20	PREMIUM ON DEBT ISSUE	0	.00		0	511,647.10		0	511,647.10-
90 *	NON OPERATING SOURCES	10,395	.00		31,185	511,647.10	1641	124,744	386,903.10-
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	449,296	.00		1,294,530	.00		5,338,201	5,338,201.00
99 *	BALANCE FORWARD	449,296	.00		1,294,530	.00		5,338,201	5,338,201.00
389 **	NON OPERATING SOURCES	459,691	.00		1,325,715	511,647.10	39	5,462,945	4,951,297.90
380 ***	OTHER SOURCES(NON-REV)	1,000,942	537,744.00	54	2,949,468	10,989,879.10	373	11,957,989	968,109.90
FUND TOTAL	GENERAL FUND	3,140,950	5,611,215.38	179	9,369,492	19,049,650.22	203	37,638,444	18,588,793.78

REPORT SELECTIONS

Fiscal year . . . . . : 2017
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	2050.00	80	7650	6650.00	87	.00	30600	23950.00	22
11 **	EXECUTIVE SALARIES	2550	2050.00	80	7650	6650.00	87	.00	30600	23950.00	22
12-00	REGULAR SALARIES & WAGES	941543	995315.81	106	2824629	2460711.21	87	.00	11298648	8837936.79	22
12-06	SALARIES/CONTRACTUAL	2222	1081.25	49	6666	2056.25	31	.00	26675	24618.75	8
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	5119	7636.57	149	15357	9055.34	59	.00	61451	52395.66	15
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	948884	1004033.63	106	2846652	2471822.80	87	.00	11386774	8914951.20	22
13-00	OTHER SALARIES & WAGES	81544	82050.84	101	244632	211709.01	87	.00	978569	766859.99	22
13 **	OTHER SALARIES & WAGES	81544	82050.84	101	244632	211709.01	87	.00	978569	766859.99	22
14-00	OVERTIME	25445	46798.64	184	76335	181536.65	238	.00	305413	123876.35	59
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	25445	46798.64	184	76335	181536.65	238	.00	305413	123876.35	59
15-00	SPECIAL PAY	28272	33747.38	119	84816	88939.70	105	.00	339277	250337.30	26
15 **	SPECIAL PAY	28272	33747.38	119	84816	88939.70	105	.00	339277	250337.30	26
20-00	CLOTHING/SHOE ALLOWANCE	1708	.00	0	5124	6840.00	134	.00	20530	13690.00	33
20 **	CLOTHING/SHOE ALLOWANCE	1708	.00	0	5124	6840.00	134	.00	20530	13690.00	33
21-00	FICA TAXES	84842	85529.63	101	254526	216622.86	85	.00	1018229	801606.14	21
21 **	FICA TAXES	84842	85529.63	101	254526	216622.86	85	.00	1018229	801606.14	21
22-00	RETIREMENT CONTRIBUTIONS	50183	54167.88	108	150549	117883.36	78	.00	602287	484403.64	20
22-01	LICENSED POLICE/FIRE	163002	207835.05	128	489006	463289.59	95	.00	1956047	1492757.41	24
22-02	STATE CONTRIBUTIONS	20526	.00	0	87238	.00	0	.00	271994	271994.00	0
22-03	ICMA - CITY MANAGER	674	757.60	112	2022	1931.20	96	.00	8093	6161.80	24

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	234385	262760.53	112	728815	583104.15	80	.00	2838421	2255316.85	21
23-00	LIFE/HEALTH INSURANCE	255739	227504.40	89	767217	651205.03	85	6151.80	3068992	2411635.17	21
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	255739	227504.40	89	767217	651205.03	85	6151.80	3068992	2411635.17	21
24-00	WORKER'S COMPENSATION	47846	51374.71	107	143538	138821.90	97	.00	574288	435466.10	24
24 **	WORKER'S COMPENSATION	47846	51374.71	107	143538	138821.90	97	.00	574288	435466.10	24
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	2499	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	2499	.00	0	.00	10000	10000.00	0
27-00	CAFETERIA PLAN	19670	18940.00	96	59010	56770.00	96	.00	236040	179270.00	24
27 **	CAFETERIA PLAN	19670	18940.00	96	59010	56770.00	96	.00	236040	179270.00	24
31-00	PROFESSIONAL SERVICES	45953	4547.18	10	137859	13685.18	10	206325.77	551450	331439.05	40
31-01	LEGAL FEES	32545	31187.01	96	97635	63859.75	65	311689.15	390550	15001.10	96
31-02	MEDICAL SERVICES	3283	20.00	1	9849	604.50	6	34537.50	39398	4256.00	89
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1093	.00	0	3279	13125.00	400	.00	13125	.00	100
31-33	EMPLOYEE HEALTH CENTER	19856	5248.99	26	59568	25343.79	43	212928.21	238272	.00	100
31 **	PROFESSIONAL SERVICES	102730	41003.18	40	308190	116618.22	38	765480.63	1232795	350696.15	72
32-00	ACCOUNTING & AUDITING	3625	6200.00	171	10875	6200.00	57	37300.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	6200.00	171	10875	6200.00	57	37300.00	43500	.00	100
34-00	CONTRACT SERVICES	84558	56719.60	67	248765	258832.79	104	384785.75	1009850	366231.46	64
34-03	CUSTOMER SERVICE CONTRACT	152752	151464.81	99	458256	303368.93	66	.00	1833029	1529660.07	17
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	1932	2230.00	115	7614	3670.00	48	18955.00	25000	2375.00	91
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	239242	210414.41	88	714635	565871.72	79	403740.75	2867879	1898266.53	34

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	34430	.00	0	80721	.00	0	.00	390604	390604.00	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	4447	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	38877	.00	0	85168	.00	0	.00	390604	390604.00	0
40-00	TRAVEL & PER DIEM	3951	2223.29	56	11853	8387.67	71	.00	47518	39130.33	18
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	3951	2223.29	56	11853	8387.67	71	.00	47518	39130.33	18
41-00	COMMUNICATION	13920	14829.94	107	41648	28536.37	69	104207.52	166964	34220.11	80
41 **	COMMUNICATION	13920	14829.94	107	41648	28536.37	69	104207.52	166964	34220.11	80
42-00	POSTAGE & FREIGHT	33694	32406.96	96	100991	97875.99	97	272575.29	404346	33894.72	92
42 **	POSTAGE & FREIGHT	33694	32406.96	96	100991	97875.99	97	272575.29	404346	33894.72	92
43-00	ELECTRIC/WATER/SEWER	59215	49032.07	83	177645	113107.27	64	517013.46	710605	80484.27	89
43 **	ELECTRIC/WATER/SEWER	59215	49032.07	83	177645	113107.27	64	517013.46	710605	80484.27	89
44-00	RENTALS AND LEASES	14244	4301.95	30	42732	34193.74	80	118650.06	170978	18134.20	89
44 **	RENTALS AND LEASES	14244	4301.95	30	42732	34193.74	80	118650.06	170978	18134.20	89
45-00	INSURANCE	33102	.00	0	99306	95275.01	96	.00	397284	302008.99	24
45 **	INSURANCE	33102	.00	0	99306	95275.01	96	.00	397284	302008.99	24
46-00	REPAIRS & MAINTENANCE	53435	13622.84	26	160750	140669.29	88	152395.01	641715	348650.70	46
46-02	REPAIR/MAINT BUILDING	52178	3677.29	7	157448	14776.83	9	87851.90	627063	524434.27	16
46-03	REPAIR/MAINT-VEHICLES	16869	13430.51	80	50607	34550.35	68	5113.07	202505	162841.58	20
46-05	HYDRANT FEES	15471	15451.56	100	46413	46354.68	100	.00	185653	139298.32	25
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	137953	46182.20	34	415218	236351.15	57	245359.98	1656936	1175224.87	29
47-00	PRINTING & BINDING	1595	30.00	2	4785	1408.90	29	1145.68	19238	16683.42	13
47 **	PRINTING & BINDING	1595	30.00	2	4785	1408.90	29	1145.68	19238	16683.42	13
48-00	PROMOTIONAL ACTIVITIES	4883	632.23	13	14649	6198.01	42	3000.00	58620	49421.99	16
48-11	BUSINESS ASSIST. PROGRAM	3750	.00	0	11250	.00	0	.00	45000	45000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	8633	632.23	7	25899	6198.01	24	3000.00	103620	94421.99	9
49-00	OTHER CHARGES & OBLIG.	44324	1344.76	3	110708	286625.05	259	36749.60	509672	186297.35	63
49-02	ADVERTISING	25	.00	0	75	.00	0	.00	300	300.00	0
49-05	BROWNFIELDS REDEV PROG	20033	.00	0	60099	11277.33	19	94920.00	240406	134208.67	44
49-06	BROWNFIELD PROG CITY COST	625	.00	0	1875	.00	0	.00	7500	7500.00	0
49-07	BAD DEBT EXPENSE	12832	5575.43-	43-	38496	14533.70-	38-	.00	154000	168533.70	9-
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1875	.00	0	5625	8000.00	142	.00	22500	14500.00	36
49 **	OTHER CHARGES & OBLIG.	79714	4230.67-	5-	216878	291368.68	134	131669.60	934378	511339.72	45
52-00	OPERATING SUPPLIES	85682	117185.29	137	258004	322622.32	125	134583.63	1029238	572032.05	44
52-02	UNIFORMS	1545	2683.76	174	4635	2987.66	65	7506.95	18550	8055.39	57
52-05	EMS 1st RESP-CONSUM SUPP	3098	.00	0	9294	2790.54	30	26684.06	37183	7708.40	79
52-07	JANITORIAL SUPPLIES	2096	1942.50	93	6288	4149.82	66	.00	25170	21020.18	17
52-10	HEATING FUEL	103	.00	0	309	.00	0	.00	1240	1240.00	0
52-30	FUEL, OIL, & LUBRICANTS	19281	15036.02	78	57843	31376.46	54	1053.60	231422	198991.94	14
52-33	EMPLOYEE HEALTH CENTER	4769	15.33	0	14307	8550.08	60	48681.92	57232	.00	100
52 **	OPERATING SUPPLIES	116574	136862.90	117	350680	372476.88	106	218510.16	1400035	809047.96	42

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
53-00	ROAD MATERIALS/SUPPLIES	7833	996.50	13	23499	996.50	4	10000.00	94000	83003.50	12
53 **	ROAD MATERIALS/SUPPLIES	7833	996.50	13	23499	996.50	4	10000.00	94000	83003.50	12
54-00	MEMBERSHIP/PUBLICATIONS	2622	4529.00	173	7866	12678.45	161	75.00	31550	18796.55	40
54 **	MEMBERSHIP/PUBLICATIONS	2622	4529.00	173	7866	12678.45	161	75.00	31550	18796.55	40
55-00	TRAINING	6862	4147.00	60	20686	12312.00	60	.00	82549	70237.00	15
55-01	EDA PROGRAM	1041	.00	0	3123	.00	0	.00	12500	12500.00	0
55 **	TRAINING	7903	4147.00	53	23809	12312.00	52	.00	95049	82737.00	13
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	1299-	.00	0	18367	.00	0	.00	6683	6683.00	0
61 **	LAND	1299-	.00	0	18367	.00	0	.00	6683	6683.00	0
62-00	BUILDINGS	21661	42569.00	197	64983	123052.44	189	125396.35	259936	11487.21	96
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	21661	42569.00	197	64983	123052.44	189	125396.35	259936	11487.21	96
63-00	INFRASTRUCTURE	236990	38722.62	16	657612	80611.23	12	1195867.54	2790532	1514053.23	46
63 **	INFRASTRUCTURE	236990	38722.62	16	657612	80611.23	12	1195867.54	2790532	1514053.23	46
64-00	MACHINERY AND EQUIPMENT	77607	37787.47	49	231321	65332.32	28	307128.88	929843	557381.80	40
64-01	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	77607	37787.47	49	231321	65332.32	28	307128.88	929843	557381.80	40

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
68-10	SFTWR & OTHER INTANGIBLES	1034	11685.00	1130	2388	11685.00	489	.00	11685	.00	100
68 **	INTANGIBLE ASSETS	1034	11685.00	1130	2388	11685.00	489	.00	11685	.00	100
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	9928053.34	0	.00	0	9928053.34-	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	9928053.34	0	.00	0	9928053.34-	0
81-00	AIDS TO GOVT AGENCY	62583	.00	0	187749	.00	0	.00	751003	751003.00	0
81 **	AIDS TO GOVT AGENCY	62583	.00	0	187749	.00	0	.00	751003	751003.00	0
82-01	ECON DEV INCENTIVE CONTR	105666	.00	0	316998	.00	0	.00	1268000	1268000.00	0
82 **	AID PRIVATE ORGANIZATION	105666	.00	0	316998	.00	0	.00	1268000	1268000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	3862	.00	0	11586	.00	0	.00	46350	46350.00	0
83 **	OTHER GRANTS AND AIDS	3862	.00	0	11586	.00	0	.00	46350	46350.00	0
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	3145249	2495114.81	79	9373495	16822612.99	180	4463272.70	37638444	16352558.31	57
GRAND	TOTAL *********										
		3145249	2495114.81	79	9373495	16822612.99	180	4463272.70	37638444	16352558.31	57

FY 2017 Budget by Classification Report - Summary Listing

Through 12/31/2016

Target for November is 25%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 1,668,443		$ 340,740.00	$ 1,327,703.00	20%
CHARGES FOR SERVICES	$ 52,128,130		$ 13,954,226.11	$ 38,173,903.89	27%
MISCELLANEOUS	$ 307,595		$ (37,767.13)	$ 345,362.13	-12%
OTHER SOURCES (NON-REVENUE)	$ 28,726,995		$ 128,256.57	$ 28,598,738.43	0%
REVENUE TOTALS	**$ 82,831,163**	-	**$ 14,385,455.55**	**$ 68,445,707.45**	**17%**
EXPENSE					
SALARIES AND BENEFITS	$ 13,510,699	$ 2,192.40	$ 2,738,719.71	$ 10,769,786.89	20%
OPERATING EXPENDITURES	$ 25,595,981	$ 8,537,516.88	$ 3,134,092.96	$ 13,924,371.16	46%
CAPITAL OUTLAY	$ 28,256,803	$ 13,418,919.45	$ 227,184.93	$ 14,610,698.62	48%
GRANTS, AIDS AND OTHER	$ 15,467,680	$ -	$ 2,213,232.00	$ 13,254,448.00	14%
EXPENSE TOTALS	**$ 82,831,163**	**$ 21,958,628.73**	**$ 8,313,229.60**	**$ 52,559,304.67**	37%
REVENUE TOTALS	**$ 82,831,163**	**$ -**	**$ 14,385,455.55**	**$ 68,445,707.45**	**17%**
EXPENSE TOTALS	**$ 82,831,163**	**$ 21,958,628.73**	**$ 8,313,229.60**	**$ 52,559,304.67**	**37%**
	$ -	**$ (21,958,628.73)**	**$ 6,072,225.95**		

Note: The negative in the Miscellaneous revenue line represents unrealized losses.

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	63,949	137,300.00	215	191,847	295,190.00	154	767,388	472,198.00
03 11	WATER - COMMERCIAL	66,559	15,050.00	23	199,677	43,050.00	22	798,711	755,661.00
03 20	SEWER - RESIDENTIAL	767	.00		2,301	2,500.00	109	9,210	6,710.00
03 21	SEWER - COMMERCIAL	7,761	.00		23,283	.00		93,134	93,134.00
03 *	IMPACT FEES	139,036	152,350.00	110	417,108	340,740.00	82	1,668,443	1,327,703.00
324 **	IMPACT FEES	139,036	152,350.00	110	417,108	340,740.00	82	1,668,443	1,327,703.00
320 ***	OTHER PERMITS & FEES	139,036	152,350.00	110	417,108	340,740.00 ✓	82	1,668,443 ✓	1,327,703.00 ✓
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	3,659,823	4,149,639.21	113	10,979,469	11,707,476.52	107	43,917,881	32,210,404.48
33 00	WATER CONNECTION FEE	20,000	47,111.02	236	60,000	108,556.02	181	240,000	131,443.98
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	47,111.02	236	60,000	108,556.02	181	240,000	131,443.98
36 00	WATER HYDRANT FEES	217,357	244,420.11	113	652,071	728,665.76	112	2,608,291	1,879,625.24
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	300.00	240	375	1,100.00	293	1,500	400.00
39 07	BACKFLOW DEVICE TEST	12,083	15,771.65	131	36,249	29,129.68	80	145,000	115,870.32
39 08	JUMPER METERS	58	100.00	172	174	300.00	172	700	400.00
39 09	PLAN REVIEW/CONST INSPECT	1,000	2,500.00	250	3,000	7,500.00	250	12,000	4,500.00
39 10	BACKFLOW PRV/RLCT TEMP	208	55.42	27	624	66.26	11	2,500	2,433.74

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
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	18,727.07	139	40,422	38,095.94	94	161,700	123,604.06
51 00	SEWER SALES	405,421	437,404.95	108	1,216,263	1,298,217.87	107	4,865,057	3,566,839.13
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	405,421	437,404.95	108	1,216,263	1,298,217.87	107	4,865,057	3,566,839.13
53 02	SEWER CONNECT - FINANCED	0	.00		0	.00		0	.00
53 04	SEWER CONNECT- GRISSOM	0	.00		0	.00		0	.00
53 05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53 *	SEWER CONNECTION FEES	0	.00		0	.00		0	.00
59 01	GREASE TRAP PERMITS	516	552.74	107	1,548	1,731.39	112	6,200	4,468.61
60 00	REUSE WATER	26,416	19,639.83	74	79,248	70,387.57	89	317,001	246,613.43
60 01	REUSE WATER INSTALLATION	1,000	523.37	52	3,000	1,095.04	37	12,000	10,904.96
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	27,416	20,163.20	74	82,248	71,482.61	87	329,001	257,518.39
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,344,007	4,918,018.30	113	13,032,021	13,954,226.11	107	52,128,130	38,173,903.89
340 ***	CHARGES FOR SERVICES	4,344,007	4,918,018.30	113	13,032,021	13,954,226.11	107	52,128,130	38,173,903.89
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	20,107	.00		60,321	50,196.79	83	241,295	191,098.21
10 10	SBA	0	.00		0	.16		0	.16-
10 *	INTEREST	20,107	.00		60,321	50,196.95	83	241,295	191,098.05
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	96,432.65-		0	96,432.65
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	20,107	.00		60,321	46,235.70-	77	241,295	287,530.70
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		324	1,300.00	401	1,300	.00
362 **	RENT AND ROYALTIES	108	.00		324	1,300.00	401	1,300	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
362		RENT AND ROYALTIES								
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	1,250	.00		3,750	.00		15,000	15,000.00
10	00	GAIN/LOSS	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	1,250	.00		3,750	.00		15,000	15,000.00
365		SALES OF SURPLUS SCRAP								
00	00	SALES OF SURPLUS SCRAP	833	.00		2,499	3,222.00	129	10,000	6,778.00
365	**	SALES OF SURPLUS SCRAP	833	.00		2,499	3,222.00	129	10,000	6,778.00
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	524.57	16	9,999	3,946.57	40	40,000	36,053.43
90	06	SETTLEMENTS	0	.00		0	.00		0	.00
90	*	OTHER MISC REVENUES	3,333	524.57	16	9,999	3,946.57	40	40,000	36,053.43
96	00	INSURANCE REFUND PROCEEDS	0	.00		0	.00		0	.00
369	**	OTHER MISC REVENUES	3,333	524.57	16	9,999	3,946.57	40	40,000	36,053.43
360	***	MISCELLANEOUS REVENUES	25,631	524.57	2	76,893	37,767.13-	49	307,595	345,362.13
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

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
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	.00		0	4,479.54		0	4,479.54-
82 00	CONTRIBUTION S MAINLAND	0	2,663.94		0	33,743.24		0	33,743.24-
83 00	CONTRIBUTION VIERA	0	49,755.51		0	90,033.79		0	90,033.79-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	49,755.51		0	90,033.79		0	90,033.79-
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	2,483,381	.00		6,376,559	.00		28,726,995	28,726,995.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	2,483,381	.00		6,376,559	.00		28,726,995	28,726,995.00
389 **	NON OPERATING SOURCES	2,483,381	52,419.45	2	6,376,559	128,256.57	2	28,726,995	28,598,738.43
380 ***	OTHER SOURCES(NON-REV)	2,483,381	52,419.45	2	6,376,559	128,256.57✓	2	28,726,995✓	28,598,738.43✓
FUND TOTAL	WATER/SEWER ENTERPRISE	6,992,055	5,123,312.32	73	19,902,581	14,385,455.55✓	72	82,831,163✓	68,445,707.45✓

REPORT SELECTIONS

Fiscal year . . . . . : 2017
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	SALARIES & WAGES	662709	620017.82	94	1988127	1505490.64	76	.00	7952550	6447059.36	19
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	4006.36	0	0	15451.47	0	.00	0	15451.47-	0
12 **	REGULAR SALARIES & WAGES	662709	624024.18	94	1988127	1520942.11	77	.00	7952550	6431607.89	19
13-00	OTHER SALARIES & WAGES	32816	47540.79	145	98448	108801.55	111	.00	393818	285016.45	28
13 **	OTHER SALARIES & WAGES	32816	47540.79	145	98448	108801.55	111	.00	393818	285016.45	28
14-00	OVERTIME	24052	64003.33	266	72156	197678.14	274	.00	288666	90987.86	69
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	24052	64003.33	266	72156	197678.14	274	.00	288666	90987.86	69
15-00	SPECIAL PAY	16	.00	0	48	.00	0	.00	200	200.00	0
15 **	SPECIAL PAY	16	.00	0	48	.00	0	.00	200	200.00	0
20-00	CLOTHING/SHOE ALLOWANCE	1749	605.00	35	5247	14360.00	274	.00	21010	6650.00	68
20 **	CLOTHING/SHOE ALLOWANCE	1749	605.00	35	5247	14360.00	274	.00	21010	6650.00	68
21-00	FICA TAXES	56342	53181.80	94	169026	133104.94	79	.00	676168	543063.06	20
21 **	FICA TAXES	56342	53181.80	94	169026	133104.94	79	.00	676168	543063.06	20
22-00	RETIREMENT CONTRIBUTIONS	96721	88533.06	92	290163	216405.93	75	.00	1160694	944288.07	19
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	96721	88533.06	92	290163	216405.93	75	.00	1160694	944288.07	19
23-00	LIFE/HEALTH INSURANCE	189469	133569.77	71	568407	395435.02	70	.00	2273663	1878227.98	17
23-02	LIFE/HEALTH RETIREES	15002	13494.10	90	45006	28014.12	62	2192.40	180024	149817.48	17
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	204471	147063.87	72	613413	423449.14	69	2192.40	2453687	2028045.46	17
24-00	WORKER'S COMPENSATION	34388	36077.23	105	103164	97477.90	95	.00	412706	315228.10	24

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	34388	36077.23	105	103164	97477.90	95	.00	412706	315228.10	24
25-00	UNEMPLOYMENT COMPENSATION	0	.00	0	0	.00	0	.00	0	.00	0
25 **	UNEMPLOYMENT COMPENSATION	0	.00	0	0	.00	0	.00	0	.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	12600	9000.00	71	37800	26500.00	70	.00	151200	124700.00	18
27 **	CAFETERIA PLAN	12600	9000.00	71	37800	26500.00	70	.00	151200	124700.00	18
31-00	PROFESSIONAL SERVICES	149196	.00	0	351698	14200.45	4	1299984.19	1694479	380294.36	78
31-01	LEGAL EXPENSES	8750	3310.80	38	26250	9434.00	36	73082.40	105000	22483.60	79
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	500	.00	0	1500	.00	0	.00	6000	6000.00	0
31-33	EMPLOYEE HEALTH CENTER	13634	3604.19	26	40902	17402.16	43	146205.84	163608	.00	100
31 **	PROFESSIONAL SERVICES	172080	6914.99	4	420350	41036.61	10	1519272.43	1969087	408777.96	79
32-00	ACCOUNTING & AUDITING	3625	6200.00	171	10875	6200.00	57	37300.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	6200.00	171	10875	6200.00	57	37300.00	43500	.00	100
34-00	CONTRACT SERVICES	101904	2415.72	2	305232	29059.96	10	103266.07	1222394	1090067.97	11
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	447865	447866.00	100	1343595	1343598.00	100	.00	5374389	4030791.00	25
34 **	CONTRACT SERVICES	549769	450281.72	82	1648827	1372657.96	83	103266.07	6596783	5120858.97	22
39-00	CONTINGENCY	158973	.00	0	476919	.00	0	.00	1907679	1907679.00	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	158973	.00	0	476919	.00	0	.00	1907679	1907679.00	0
40-00	TRAVEL AND PER DIEM	1596	207.50	13	4788	1185.34	25	.00	19186	18000.66	6
40-01	CAR ALLOWANCE	12	.00	0	36	.00	0	.00	150	150.00	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	1608	207.50	13	4824	1185.34	25	.00	19336	18150.66	6
41-00	COMMUNICATION	10785	7545.01	70	32355	14812.84	46	71475.32	129450	43161.84	67
41 **	COMMUNICATION	10785	7545.01	70	32355	14812.84	46	71475.32	129450	43161.84	67
42-00	POSTAGE AND FREIGHT	2947	1839.36	62	8841	4601.78	52	4158.25	35390	26629.97	25
42 **	POSTAGE AND FREIGHT	2947	1839.36	62	8841	4601.78	52	4158.25	35390	26629.97	25
43-00	ELECTRIC/WATER/SEWER	202099	126324.02	63	606297	300567.64	50	2107078.51	2425215	17568.85	99
43 **	ELECTRIC/WATER/SEWER	202099	126324.02	63	606297	300567.64	50	2107078.51	2425215	17568.85	99
44-00	RENTALS AND LEASES	2910	40066.70	1377	8730	41758.85	478	30177.73-	34946	23364.88	33
44 **	RENTALS AND LEASES	2910	40066.70	1377	8730	41758.85	478	30177.73-	34946	23364.88	33
45-00	INSURANCE	31505	.00	0	94515	96279.59	102	.00	378109	281829.41	26
45 **	INSURANCE	31505	.00	0	94515	96279.59	102	.00	378109	281829.41	26
46-00	REPAIRS & MAINTENANCE	613593	150263.08	25	1841259	524301.17	29	2217617.26	7363622	4621703.57	37
46-02	REPAIRS/MAINT - BUILDING	15486	321.07	2	46458	6132.31	13	41047.91	185850	138669.78	25
46-03	REPAIR/MAINT-VEHICLES	17437	9684.41	56	52311	18521.92	35	.00	209277	190755.08	9
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	646516	160268.56	25	1940028	548955.40	28	2258665.17	7758749	4951128.43	36
47-00	PRINTING & BINDING	585	.00	0	1755	.00	0	67.10	7050	6982.90	1
47 **	PRINTING & BINDING	585	.00	0	1755	.00	0	67.10	7050	6982.90	1
48-00	PROMOTIONAL ACTIVITIES	1250	50.00	4	3750	1050.00	28	.00	15000	13950.00	7
48 **	PROMOTIONAL ACTIVITIES	1250	50.00	4	3750	1050.00	28	.00	15000	13950.00	7
49-00	OTHER CHARGES & OBLIG.	2701	432.19	16	8103	2319.55	29	3000.00	32451	27131.45	16
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	8328.26-	57-	43749	20771.48-	48-	.00	175000	195771.48	12-
49-08	CASH OVER & UNDER	25	30.00-	120-	75	6.14-	8-	.00	300	306.14	2-
49-09	DOCUMENT RECORDING CHGS	250	380.00-	152-	750	650.00-	87-	.00	3000	3650.00	22-

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	17559	8306.07-	47-	52677	19108.07-	36-	3000.00	210751	226859.07	8-
52-00	OPERATING SUPPLIES	293739	144094.61	49	881217	650766.28	74	2349832.37	3524915	524316.35	85
52-07	JANITORIAL SUPPLIES	852	954.74	112	2556	2478.94	97	.00	10240	7761.06	24
52-30	FUEL OIL & LUBRICANTS	25986	15471.91	60	77958	31483.94	40	86152.25	311862	194225.81	38
52-33	EMPLOYEE HEALTH CENTER	3274	10.53	0	9822	5870.86	60	33427.14	39298	.00	100
52 **	OPERATING SUPPLIES	323851	160531.79	50	971553	690600.02	71	2469411.76	3886315	726303.22	81
53-00	ROAD MATERIALS/SUPPLIES	4165	.00	0	12495	999.00	8	.00	50000	49001.00	2
53 **	ROAD MATERIALS/SUPPLIES	4165	.00	0	12495	999.00	8	.00	50000	49001.00	2
54-00	MEMBERSHIP/PUBLICATIONS	3130	750.00	24	9390	30367.00	323	.00	37585	7218.00	81
54 **	MEMBERSHIP/PUBLICATIONS	3130	750.00	24	9390	30367.00	323	.00	37585	7218.00	81
55-00	TRAINING	6959	504.00	7	20877	2129.00	10	.00	83536	81407.00	3
55-01	EDA PROGRAM	625	.00	0	1875	.00	0	.00	7500	7500.00	0
55 **	TRAINING	7584	504.00	7	22752	2129.00	9	.00	91036	88907.00	2
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	2176167	290196.74	13	5550805	209284.93	4	13293951.09	25136320	11633083.98	54
63 **	INFRASTRUCTURE	2176167	290196.74	13	5550805	209284.93	4	13293951.09	25136320	11633083.98	54
64-00	MACHINERY AND EQUIPMENT	179985	.00	0	539955	7950.00	2	88968.36	2159838	2062919.64	5
64-15	IT HARDWARE	2998	9950.00	332	8994	9950.00	111	.00	35995	26045.00	28

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64 **	MACHINERY & EQUIPMENT	182983	9950.00	5	548949	17900.00	3	88968.36	2195833	2088964.64	5
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	77052	.00	0	231156	.00	0	30000.00	924650	894650.00	3
68 **	INTANGIBLE ASSETS	77052	.00	0	231156	.00	0	30000.00	924650	894650.00	3
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
82-00	AID TO PRIVATE ORGANIZAT	83	.00	0	249	.00	0	.00	1000	1000.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	83	.00	0	249	.00	0	.00	1000	1000.00	0
91-01	TRANSFER TO GEN FUND 001	456083	454917.00	100	1368249	1364751.00	100	.00	5473000	4108249.00	25
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	749980	600000.00	80	2249940	600000.00	27	.00	8999761	8399761.00	7
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	1206063	1054917.00	88	3618189	1964751.00	54	.00	14472761	12508010.00	14
95-01	6% ILO FRANCHISE FEE	82826	82827.00	100	248478	248481.00	100	.00	993919	745438.00	25
95 **	NONOPERATING	82826	82827.00	100	248478	248481.00	100	.00	993919	745438.00	25
FUND 421	TOTAL *********										
	WATER/SEWER ENTERPRISE	6991979	3461097.58	50	19902351	8313229.60	42	21958628.73	82831163	52559304.67	37
GRAND	TOTAL *********										
		6991979	3461097.58	50	19902351	8313229.60	42	21958628.73	82831163	52559304.67	37

FY 2017 Budget by Classification Report - Summary Listing

Through 12/31/2016

Target for November is 25%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,372,033		$ 395,481.41	$ 976,551.59	29%
MISCELLANEOUS	$ 2,000		$ (608.65)	$ 2,608.65	-30%
OTHER SOURCES (NON-REVENUE)	$ 1,492,049		$ -	$ 1,492,049.00	0%
REVENUE TOTALS	**$ 2,866,082**	**$ -**	**$ 394,872.76**	**$ 2,471,209.24**	**14%**
EXPENSE					
SALARIES AND BENEFITS	$ 583,966	$ -	$ 142,436.92	$ 441,529.08	24%
OPERATING EXPENDITURES	$ 496,387	$ 29,465.23	$ 47,015.90	$ 419,905.87	15%
CAPITAL OUTLAY	$ 1,785,729	$ 586,817.23	$ 55,702.31	$ 1,143,209.46	36%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	0%
EXPENSE TOTALS	**$ 2,866,082**	**$ 616,282.46**	**$ 245,155.13**	**$ 2,004,644.41**	**30%**
REVENUE TOTALS	**$ 2,866,082**	**$ -**	**$ 394,872.76**	**$ 2,471,209.24**	**14%**
EXPENSE TOTALS	**$ 2,866,082**	**$ 616,282.46**	**$ 245,155.13**	**$ 2,004,644.41**	**30%**
	$ -	**$ (616,282.46)**	**$ 149,717.63**		

Note: The negative in the Miscellaneous revenue line represents unrealized losses.

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	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	114,336	122,639.97	107	343,008	395,481.41	115	1,372,033	976,551.59
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	114,336	122,639.97	107	343,008	395,481.41	115	1,372,033	976,551.59
343 **	PHYSICAL ENVIRONMENT	114,336	122,639.97	107	343,008	395,481.41	115	1,372,033	976,551.59
340 ***	CHARGES FOR SERVICES	114,336	122,639.97	107	343,008	395,481.41 ✓	115	1,372,033 ✓	976,551.59 ✓
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	166	.00		498	933.66	188	2,000	1,066.34
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	166	.00		498	933.66	188	2,000	1,066.34
20 00	DIVIDENDS	0	.00		0	5.39		0	5.39-
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	1,547.70-		0	1,547.70
361 **	INTEREST AND OTHR EARNING	166	.00		498	608.65- ✓	122	2,000 ✓	2,608.65 ✓
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		498	608.65-	122	2,000	2,608.65
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	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99	10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	124,337	.00		373,011	.00		1,492,049	1,492,049.00
99	*	BALANCE FORWARD	124,337	.00		373,011	.00		1,492,049	1,492,049.00
389	**	NON OPERATING SOURCES	124,337	.00		373,011	.00		1,492,049	1,492,049.00
380	***	OTHER SOURCES(NON-REV)	124,337	.00		373,011	.00 ✓		1,492,049 ✓	1,492,049.00 ✓
FUND TOTAL		STORMWATER UTILITY	238,839	122,639.97	51	716,517	394,872.76 ✓	55	2,866,082 ✓	2,471,209.24 ✓

REPORT SELECTIONS

Fiscal year . . . . . : 2017
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	28969	34159.32	118	86907	78502.37	90	.00	347631	269128.63	23
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	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	28969	34159.32	118	86907	78502.37	90	.00	347631	269128.63	23
13-00	OTHER SALARIES & WAGES	3437	3876.75	113	10311	10205.57	99	.00	41249	31043.43	25
13 **	OTHER SALARIES & WAGES	3437	3876.75	113	10311	10205.57	99	.00	41249	31043.43	25
14-00	OVERTIME	133	236.28	178	399	4541.74	1138	.00	1600	2941.74-	284
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	133	236.28	178	399	4541.74	1138	.00	1600	2941.74-	284
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	45	.00	0	135	495.00	367	.00	550	55.00	90
20 **	CLOTHING/SHOE ALLOWANCE	45	.00	0	135	495.00	367	.00	550	55.00	90
21-00	FICA TAXES	2576	2698.12	105	7728	6577.73	85	.00	30916	24338.27	21
21 **	FICA TAXES	2576	2698.12	105	7728	6577.73	85	.00	30916	24338.27	21
22-00	RETIREMENT CONTRIBUTIONS	2813	3296.58	117	8439	8097.74	96	.00	33766	25668.26	24
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2813	3296.58	117	8439	8097.74	96	.00	33766	25668.26	24
23-00	LIFE/HEALTH INSURANCE	6884	7948.82	116	20652	21905.44	106	.00	82612	60706.56	27
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	6884	7948.82	116	20652	21905.44	106	.00	82612	60706.56	27
24-00	WORKER'S COMPENSATION	3323	3849.96	116	9969	10071.33	101	.00	39882	29810.67	25
24 **	WORKER'S COMPENSATION	3323	3849.96	116	9969	10071.33	101	.00	39882	29810.67	25

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	480	680.00	142	1440	2040.00	142	.00	5760	3720.00	35
27 **	CAFETERIA PLAN	480	680.00	142	1440	2040.00	142	.00	5760	3720.00	35
31-00	PROFESSIONAL SERVICES	8333	1500.00	18	24999	6711.00	27	.00	100000	93289.00	7
31-01	LEGAL EXPENSES	41	.00	0	123	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	510	134.82	26	1530	650.96	43	5469.04	6120	.00	100
31 **	PROFESSIONAL SERVICES	8884	1634.82	18	26652	7361.96	28	5469.04	106620	93789.00	12
34-00	CONTRACT SERVICES	416	.00	0	1248	.00	0	.00	5000	5000.00	0
34-10	COST OF GENERAL FUND SVCS	7410	7411.00	100	22230	22233.00	100	.00	88927	66694.00	25
34 **	CONTRACT SERVICES	7826	7411.00	95	23478	22233.00	95	.00	93927	71694.00	24
39-00	CONTINGENCY	9735	.00	0	29205	.00	0	.00	116827	116827.00	0
39 **	CONTINGENCY	9735	.00	0	29205	.00	0	.00	116827	116827.00	0
40-00	TRAVEL & PER DIEM	212	.00	0	636	129.00	20	.00	2550	2421.00	5
40 **	TRAVEL & PER DIEM	212	.00	0	636	129.00	20	.00	2550	2421.00	5
41-00	COMMUNICATION	180	131.15	73	540	196.35	36	1303.65	2160	660.00	69
41 **	COMMUNICATION	180	131.15	73	540	196.35	36	1303.65	2160	660.00	69
42-00	POSTAGE & FREIGHT	83	12.50	15	249	94.28	38	120.00	1000	785.72	21
42 **	POSTAGE & FREIGHT	83	12.50	15	249	94.28	38	120.00	1000	785.72	21
43-00	ELECTRIC/WATER/SEWER	1652	1077.32	65	4956	2276.98	46	14338.68	19830	3214.34	84
43 **	ELECTRIC/WATER/SEWER	1652	1077.32	65	4956	2276.98	46	14338.68	19830	3214.34	84
44-00	RENTALS AND LEASES	271	75.55	28	813	302.20	37	604.40	3257	2350.40	28
44 **	RENTALS AND LEASES	271	75.55	28	813	302.20	37	604.40	3257	2350.40	28
45-00	INSURANCE	708	.00	0	2124	1885.15	89	.00	8504	6618.85	22
45 **	INSURANCE	708	.00	0	2124	1885.15	89	.00	8504	6618.85	22

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00	REPAIRS & MAINTENANCE	3979	1378.52	35	11937	4410.81	37	4560.00	47750	38779.19	19
46-02	REPAIR/MAINT BUILDING	541	.00	0	1623	.00	0	.00	6500	6500.00	0
46-03	REPAIR/MAINT-VEHICLES	1965	594.23	30	5895	1972.23	34	.00	23590	21617.77	8
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	6485	1972.75	30	19455	6383.04	33	4560.00	77840	66896.96	14
47-00	PRINTING & BINDING	83	.00	0	249	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	249	.00	0	.00	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	1208	.00	0	3624	679.99	19	.00	14500	13820.01	5
49-07	BAD DEBT EXPENSE	833	185.20-	22-	2499	574.15-	23-	.00	10000	10574.15	6-
49 **	OTHER CHARGES & OBLIG.	2041	185.20-	9-	6123	105.84	2	.00	24500	24394.16	0
52-00	OPERATING SUPPLIES	1033	1216.31	118	3099	2108.93	68	1819.07	12400	8472.00	32
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1604	1103.87	69	4812	2691.56	56	.00	19252	16560.44	14
52-33	EMPLOYEE HEALTH CENTER	122	.39	0	366	219.61	60	1250.39	1470	.00	100
52 **	OPERATING SUPPLIES	2759	2320.57	84	8277	5020.10	61	3069.46	33122	25032.44	24
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	186	1028.00	553	.00	750	278.00-	137
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	186	1028.00	553	.00	750	278.00-	137
55-00	TRAINING	375	.00	0	1125	.00	0	.00	4500	4500.00	0
55 **	TRAINING	375	.00	0	1125	.00	0	.00	4500	4500.00	0
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	7166	.00	0	21498	8440.00	39	.00	86000	77560.00	10
61 **	LAND	7166	.00	0	21498	8440.00	39	.00	86000	77560.00	10

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	*********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
63-00	INFRASTRUCTURE	132182	22122.46	17	396546	47262.31	12	586817.23	1586179	952099.46	40
63 **	INFRASTRUCTURE	132182	22122.46	17	396546	47262.31	12	586817.23	1586179	952099.46	40
64-00	MACHINERY & EQUIPMENT	9462	.00	0	28386	.00	0	.00	113550	113550.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	9462	.00	0	28386	.00	0	.00	113550	113550.00	0
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	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
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	238826	93318.75	39	716478	245155.13	34	616282.46	2866082	2004644.41	30
GRAND	TOTAL *********	238826	93318.75	39	716478	245155.13	34	616282.46	2866082	2004644.41	30

Legislation Details (With Text)

File #:	17-32	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/10/2017			**In control:**	City Council
On agenda:	1/24/2017			**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:	December Contingency Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 10, 2017
Agenda Date: January 24, 2017
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 December 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 | as of: 12/31/2016

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures
CP11FS	Fleet Garage Addition									
Op. Rev.		202,887.00	10/11/2016	2016-109						
Project Manager:		10,000.00	contingency authorized							
account #	001-3580-519-62-00	192,887.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor name PARKIT CONSTR. PO # 69152		FY17 PO Issue		31559	192,886.65	192,886.65	192,886.65	$ 82,508.30	n/a
	Bid No. B-16-03-COC Fleet									
		10,000	^contingency balance-->							
PW1501	Porcher House Roof									
Op. Rev.		51,100.00	10/11/2016	2016-108						
Project Manager:		1,100.00	contingency authorized							
account #	001-3580-519-46-02	50,000.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor Tech Systems PO# 69651		FY17 PO Issue	FY 2017	32109	48,900.00	48,900.00	48,900.00		n/a
		1,100	^contingency balance-->				v			
PW08PL	Florida Ave Streetscape									
Op. Rev.		606,870.00	7/26/16 #16-266	2016-85						
Project Manager:		51,536.00	contingency authorized							
account #	423-3570-538-63-00	555,334.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor DP Development PO# 69109		FY16 PO Issue	FY 2016	31032	38,828.00	38,828.00		$ 33,175.16	$ 34,945.20
	Bid No. B-16-10-COC		*PO 68774 FY16 Year End PO Liquidated*			(3,882.80)	34,945.20			
			FY17 PO Issue	FY 2017	31352	504,347.39	539,292.59	504,347.39		
		51,536	^contingency balance-->				v			
WS1506	Florida Ave Streetscape									
Op. Rev.		1,909,332.00	7/26/16 #16-266	2016-84						
Project Manager:		312,139.00	contingency authorized							
account #	421-4055-536-63-00	1,597,193.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor Bussen Mayer Engineering PO# 69303		FY17 PO Issued	FY 2017	31718	1,550,639.25	1,550,639.25	1,550,639.25	$ 428,487.66	$ -
	Bid No. B-16-10-COC									
		312,139	^contingency balance-->				v			
CD1105	Florida Ave Streetscape									
		1,282,313.00	7/26/16 #16-266	2016-83						
Project Manager:		126,817.00	contingency authorized							
account #	001-3510-541-63-00	1,155,496.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor DP Development PO#69108									
	Bid No. B-16-10-COC		FY17 PO Issue	FY2017	31326	1,034,235.07	1,034,235.07	1,034,235.07	$ 68,104.66	
		126,817	^contingency balance-->							
WS16UP	Utility Privatization									
Op. Rev.		1,531,934.00	7/26/16 #16-298	2016-74						
Project Manager:		283,806.00	contingency authorized							
account #	421-4055-536-63-00	1,248,128.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor name CH2M Hill PO#	**This project was assigned the wrong project number WS17AF**		FY 2017	Pending		-	-		$ -
	Bid No.									
		283,806	^contingency balance-->				v			

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures
WSLS04	Lift Station #4 Improvements									
Op. Rev.		617,870.00	6/14/16 VIII.6 (#16-225)	2016-63						
Project Manager:		56,170.00	contingency authorized							
account #	421-4125-536-63-00	561,700.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor name: L7 Construction Inc PO# 68449/69693		FY16 PO Issue	FY 2016	30576	561,700.00	561,700.00		$ 21,600.00	$ 27,000.00
	Bid No. B-16-14-COC		*Pending PO 68449 FY16 Year-End PO Liquidation*			(534,700.00)	27,000.00			
			FY 2017 PO Issued	FY 2017	32068	534,700.00	561,700.00	534,700.00		
		56,170	^contingency balance-->							
WS1222	WRF Motor Controls Sellers									
Op. Rev.		2,334,400.20	4/12/2016	2016-37						
Project Manager:		212,218.20	contingency authorized							
account #	421-4120-536-63-00	2,122,182.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor name Chinchor Electric Inc PO# 68119/69705		FY16 PO Issue	FY 2016	30162	2,122,182.00	2,122,182.00			$ 183,433.33
	B-16-05-COC		*Pending PO 68119 FY16 Year-End PO Liquidation*			(1,938,748.67)	183,433.33			
			FY 2017 PO Issued	FY 2017	32007	1,938,748.67	2,122,182.00	1,938,748.67		
		212,218	^contingency balance-->							
CP16F3	Fire Station #3 Design									
Op. Rev.	SR524	161,916.30	12/8/2015	2016-16						
Project Manager:		7,710.30	contingency authorized 5%							
account #	301-3580-519-62-00	154,206.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor name Architects Design Group/Architects RZK		FY16 PO Issue	FY2016	29395	154,206.00	154,206.00		$ 604.47	$ 123,672.40
	PO#67485/69346/69708		*CO#1Design and Landscape revisions*		30999	6,460.00	160,666.00			
			Pending PO 67485 FY16 Year-End PO Liquidation			(36,993.60)	123,672.40			
	Bid No. RFQ-11-12-COC		FY 2017 PO Issue	FY 2017	31768	604.47	123,672.40			
					32160	36,441.85	160,114.25	36,441.85		
		1,250	^contingency balance-->							
CP16F2	Fire Station #2 Design Bronson									
Op. Rev.		118,490.20	1/12/2016	2016-15 2016-104						
Project Manager:		15,166.20	contingency authorized 5% 9/27/16 Council Approved Increase							
account #	301-3580-519-62-00	103,324.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor Name Architects Design Group		FY16 PO Issue	FY2016	29612	103,324.00	103,324.00		$ 7,920.63	$ 75,350.09
	PO#67486/69348/69645									
	Bid No. RFQ-11-12-COC		*CO#2*		30996	9,992.00	113,316.00			
			Pending FY17 Liquidation			(37,965.91)	75,350.09			
	**to Council 9/27/16 to add $10,000 to contingency*		*FY 17 PO Issue*	FY2017	31770	6,143.40	75,350.09			
					32092	3,775.00	85,268.49	9,918.40		
		5,174	^contingency balance-->							

* Fire Stations 1 and 2 were switched after Council

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures
CP16F1	Fire Station Dixon									
Op. Rev.		203,854.95	2/23/2016	2016-14						
Project Manager:		7,280.95	contingency authorized 5%							
account #	301-3580-519-62-00	145,619.00	exp authorized before contingency				Cumulative	FY17 cum		
		50,955.00	4/12/16 V.9							
	Vendor Name Architects Design Group		FY16 PO Issue	FY2016	29610	145,619.00	145,619.00		$ 2,119.60	$ 121,018.40
	PO#67682/69347									
	Bid No. RFQ-11-12-COC		*CO # 1 Design Criteria EOC at Fire Headquarters*		30171	50,955.00	196,574.00			
			CO #2 Landscaping & design changes		30995	2,600.00	199,174.00			
			Pending PO 67682 FY16 Year-End PO Liquidation			(78,155.60)	121,018.40			
			FY 17 PO Issue	FY2017	31769	2,119.60	123,138.00	2,119.60		
* Fire Stations 1 and 2 were switched after Council		4,681	^contingency balance-->							
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	FY17 cum		
	Vendor Name PETTICOTT-SCHMITT PO#67619/69660		FY16 PO Issue	FY2016	29508	8,569,000.00	8,569,000.00			$ 1,820,482.23
	Bid No. B-15-23-COC		*CO#1 temporary and permanent power for CVS-1 and ASR-4*		30691	67,311.00	8,636,311.00			
			Pending PO 67619 FY16 Year-End PO Liquidation			(6,815,828.77)	1,820,482.23			
				FY2017	31822	6,815,828.77	8,636,312.00	6,815,829.77		
		789,589	^contingency balance-->							
WS16MC	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	FY17 cum		
	Vendor Name Certified General Contractors PO#		FY16 PO Issue	FY2016	29456	599,854.00	599,854.00		$ 55,643.12	$ 381,822.97
	67555/69428									
	Bid No. Sole Source		*Pending PO 67555 FY16 Year-End PO Liquidation*			(218,031.03)	381,822.97			
	Project number changing WS16MC			FY2017	31828	198,041.88	579,865.85	198,042.88		
		59,985	^contingency balance-->							

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY17Cum.		FY2017 Expenditures	FY2016 Expenditures
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	FY17 cum			
	Vendor Name Brandes Design-Build, Inc. PO # 67359/69616		FY15 PO Issue	FY 2015	27257	1,103,473.00		1,103,473.00				$ 800,374.00
	Bid No. B-15-09-COC		*PO 65796 FY15 Year-End PO Liquidation*			(883,423.00)		220,050.00				
			FY16 PO Issue	FY 2016	29146	883,423.00		1,103,473.00				
			CO#1		29489	7,268.19		1,110,741.19				
			CO#2		30181	7,419.37		1,118,160.56				
			CO#3		30320	32,643.88		1,150,804.44				
			Pending PO 67359 FY16 Year-End PO Liquidation			(130,380.44)		800,374.00				
				FY2017	31997	130,380.44		930,754.44	130,380.44			
		63,016	^contingency balance-->									
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	FY17 cum			
	Vendor Name Brandes Design-Build. PO #67318		FY15 PO Issue	FY 2015	26451	4,445,000.00		4,445,000.00				$ 875,143.30
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41		4,486,985.41				
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50		4,501,559.91				
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)		2,959,457.53				
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**		4,501,559.91		v		$ 798,358.61
			*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07		4,522,993.98		v		$ 8,814.92
			*PO# **67460** to QLH for SDC*		29381	53,001.11		4,575,995.09		v		$ 67,969.77
	CH2M PO #67455		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00		4,599,028.09				
			*CO#1 PO **67318***		29647	53,686.38		4,652,714.47		$	10,336.15	
			*CO#2 install electronic indicators PO **67318***		30007	8,917.65		4,661,632.12				
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00		4,679,632.12				
			Pending PO 67318 FY16 Year-End PO Liquidation			(806,347.80)		913,826.79				
			Pending PO 67460 FY16 Year-End PO Liquidation			(26,064.34)		887,762.45				
			Pending PO 67455 FY16 Year-End PO Liquidation			(12,619.15)		875,143.30				
				FY 2017	31910	26,064.34		927,272.98	26,065.34			
		209,868	^contingency balance-->									
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		2,316,644.00	exp authorized before contingency									
		597,630.00	Change order to support the Repair of Deficiencies 8-25-15 V.5					Cumulative	FY17 cum			
	CH2M Hill Engineers, Inc. PO# 64202		FY14 PO Issue	FY 2014	25301		2,316,644.00	2,316,644.00				$ 1,356,251.34
	Task Order 2014-58		*FY14 Year-End PO Liquidation for Task Order 2014-58*				(2,316,644.00)	-				
	CH2M Hill Engineers, Inc. PO# 64883		*FY 2015 PO Issue*	FY 2015	26194		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				
			CO#2-to support the repair of deficiencies identified through execution of the original task		28276	597,630.00		2,914,274.00				
			CO#3-to correct CO#2 Internal use only to put into right account		n/a			2,914,274.00				
			FY15 Year-End PO Liquidation			(1,369,468.90)	-	1,544,805.10				
	CH2M Hill Engineers, Inc. FY2016 PO# 67262		FY16 PO Issue	FY2016	29089	1,369,468.90	-	2,914,274.00				
			FY16 Year-End PO Liquidation			(13,217.56)		1,356,251.34				
	Same project, different task orders, not from "contingency"					(1,356,251.34)						
	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-->									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY2017 Expenditures	FY2016 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:		47,804.00	10% contingency authorized			63-00				
account #421-4055-536.63-00		478,043.00	exp authorized before contingency				Cumulative	FY17 cum		
	IEM Power Systems LLC PO# 64076		FY14 PO Issue	FY 2014	25120	478,043.00	478,043.00		$	347,995.57
	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			
	Bid No. B-14-12-COC		*CO #1 add funds by Council Approval 3/10/15, V2*		27169	110,600.00	588,643.00			
			FY15 Year End PO Liquidation			(342,291.40)	246,351.60			
	IEM Power Systems LLC FY2016 PO#67525		FY16 PO Issue	FY2016	29418	342,291.40	588,643.00			
	IEM Power Systems LLC FY2017 PO#69606		CO#1 rental of storage POD		30635	345.00	588,988.00			
			CO#2 add'l costs for delay in construction		30658	1,750.00	590,738.00			
			CO#3 add'l costs for delay in construction		30676	4,050.00	594,788.00			
			Pending FY16 Year-End PO Liquidation			(440.83)	350,236.40	2,240.83		
						(347,995.57)				
				FY 2017	31982	2,240.83				
		41,659	^contingency balance-->							

Legislation Details (With Text)

File #:	17-39	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/10/2017			**In control:**	City Council
On agenda:	1/24/2017			**Final action:**	
Title:	Review of the Employee Health Center utilization report provided by CareATC for December 2016 and update on Health Center municipality partnership. (Administrative Services Director)				
Sponsors:					
Indexes:	benefits, Health Center, medical				
Code sections:					
Attachments:	Copy of Cocoa December 2016 Dashboard				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 10, 2017
Agenda Date: January 24, 2017
Prepared By: Patsy Porter, Human Resources Coordinator
Through: Tammy B. Gemmati, Administrative Services Director
Requested Action:
Review of the Employee Health Center utilization report provided by CareATC for December 2016 and update on Health Center municipality partnership.

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 December, there were 410 usage encounters with a total of 316 prescriptions dispensed. Some of the appointments at the Employee Health Center were for the Personal Health Assessments (PHAs), resulting in a total of 83 chronic diseases identified.

The City of Cocoa entered into an interlocal agreement with the cities of Satellite Beach, Cocoa Beach, and Rockledge to provide a second health center location and additional hours for utilization. The Satellite Beach location is currently in the construction build-out process with plans of the facility opening date being late February or early March 2017.

The cities Rockledge and Cocoa Beach will be joining the Cocoa location as of February 1, 2017 and Satellite Beach will continue the buildout process and start join the health center at the opening date of their facility. Effective February 1, the hours of operation in Cocoa will increase by eight hours. The actual schedule is being finalized by the CareATC and the providers. Additionally, CareATC has

selected a candidate for Family Practice Nurse Practitioner and is in the final process of their hiring process.

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:

N/A

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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	**7,300**	**625**	**485**	**140**	**400**	**252**	**375**	**655**	**307**	**82**		**1,202**	**1,492**	**563**	**700**	**6,008**

** 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 3

						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 Three Health Fair PHAs June 2016															124	
Sep-16	460	226	188	38	27	11	6	42	16	1	42	76	33	26	19	295
Oct-16	492	215	171	44	18	10	25	50	12	0	48	53	97	17	7	294
Nov-16	502	230	180	50	13	9	18	62	19	0	55	108	49	3	0	366
Dec-16	410	203	164	39	13	7	15	47	14	0	39	35	83	0	0	316
Total	**460**				**27**	**11**	**6**	**42**	**16**	**1**		**76**	**33**	**26**	**143**	**295**

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
Feb-16	319	131	96	35	11	16	8	28	15	0	22	28	67	2	1	259
Mar-16	362	182	141	41	22	10	13	27	11	0	28	34	61	3	7	359
Apr-16	368	177	142	35	15	10	17	56	12	1	37	41	96	2	0	417
May-16	379	167	136	31	18	7	7	49	9	7	35	41	79	3	1	279
Jun-16	431	192	155	37	14	13	15	40	9	0	35	77	33	20	12	266
Jul-16	463	216	186	30	15	17	17	60	8	2	50	104	43	85	35	369
Aug-16	477	227	191	36	17	11	20	46	14	1	46	54	92	45	24	349
Total	**4,300**				**202**	**140**	**164**	**418**	**156**	**16**		**613**	**758**	**242**	**252**	**3,500**

** 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)*