City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, January 23, 2019

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 19-4 Approve the Agenda for the Regular meeting of January 23, 2019, as presented or with amendments.

Attachments: 01-23-19 Short Agenda.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 19-16 Approve an expenditure of $53,571 for Armed Security Guard Services utilizing Florida State Contract #DMS92121500-14-01, Security Officer Services, from Contract Services account # 001-1510-536.34-00. (Finance Director)

Attachments: G4S State Contract Renewal.pdf

G4S Security Office Special Conditions Attachments 1-9.pdf

G4S Secure Solutions (USA), Inc. Pricing.pdf

Sec. Off. Svcs Region Map and List.pdf

VI. PUBLIC HEARINGS:

VI.1 18-661 Postpone until the regular City Council meeting of February 13, 2019 consideration of the Lakeside Palms West Preliminary Subdivision. (Community Services Director)

Attachments: Legal Ad - Lakeside Palms West

VI.2 18-662 Postpone until the regular City Council Meeting of February 13, 2019 consideration of the London Cove preliminary subdivision. (Community Services Director)

Attachments: Legal Ad - London Cove

VI.3 18-663 Pass on Second/Final Reading Ordinance 13-2018: A Zoning Map Amendment for approximately 27.62 acres of land from RU-1-7 (Single Family Residential) to RU-2-15 (Multiple-Family Residential), subject to a Development Agreement between the City of Cocoa and Victory Judgment, LLC. (Community Services Director)

Attachments: Ordinance 13-2018 - Lakeside Palms West
Exhibit A - Legal Description and Map - Lakeside Palms West
Exhibit B - Concept Plan - Lakeside Palms West
Binding Development Agreement - Lakeside Palms West
legal ad proof - Rezone (Lakeside Palms West)

VI.4 19-15 Postpone until the regular City Council Meeting of February 13, 2019 a request to submit a substantial amendment to the City's approved FY2018/2019 Action Plan in connection with a proposed application to the U.S. Department of Housing & Urban Development (HUD) for a $894,445 Section 108 Loan. (Community Services Director)

Attachments: Substantial Amendment.Section 108 Loan AdOrderConf

VII. COUNCIL BUSINESS:

VII.1 19-9 Consider the Appointments of David Greenwell and Melissa Martin as Regular members of the Sustainability Advisory Committee. (Administrative Services Director)

Attachments: Greenwell Application.pdf
Martin Application.pdf
Sustainability Consideration letters.pdf
Roster Sustainability Advisory Committee.pdf

VII.2 19-11 Consider the application of Mr. Michael Klug as 2nd Alternate Member to the Code Enforcement Board. (Administrative Services Director)

Attachments: Klug Application.pdf
Code Board Consideration letter.pdf
Roster Code Enforcement Board.pdf

VII.3 19-13 Consider the Appointment of (3) three of the following applicants as members to the Planning & Zoning Board: Jeri Blanco, Craig Dixon, Trina Gilliam, and Aleck Greenwood. (Administrative Services Director)

Attachments: Blanco Application.pdf
Dixon Application.pdf
Gilliam Application.pdf
Greenwood Application.pdf
P & Z Consideration letters.pdf
Roster Planning and Zoning Board.pdf

VII.4 19-19 Provide the City Manager direction on (1) applying for an ICMA scholarship to attend the 2019 Harvard Kennedy School for Senior Executives in State and Local Government Program, and (2) applying to serve as a member of the FCCMA Board of Directors. (City Manager)

Attachments: HKS Program Brochure

VIII. CITY BUSINESS:

VIII.1 18-586 Approve a Budget Resolution amending the FY 2019 budget, to transfer funds from Fund Balance Reserves to Facilities Operating Account under Project #ES17HI for the purchase and installation of two City of Cocoa “Welcome Signs” that were destroyed during Hurricane Irma. (Public Works Director)

Attachments: Tab Sheet for Quote DK2019-009.pdf
Budget Resolution FY 2019.docx
010919 - Kendal Signs - $21,470 - 2 ea Welcome Signs.pdf
BAF 19-043 -PW- Welcome Signs (01-23-19)~Agenda 18-586.pdf

VIII.2 18-660 Approval to accept a $20,000 grant award from the Department of Economic Opportunity to be used by the Community Services and Fire Departments; authorize the City Manager to sign an Agreement between the City of Cocoa and the East Central Florida Regional Planning Council to conduct a Threat and Hazard Identification and Risk Assessment (THRA) Report, prepare a "Peril of Flood" comprehensive plan amendment and create a Resiliency Action Plan; approve a Budget Resolution amending the Fiscal Year 2019 Budget. (Community Services Director)

Attachments:
P0299-City_of_Cocoa_TA_AgrmntEdit
Budget Resolution FY 2019
BAF 19-050 -CS-DEO Grant Assessment Acceptance (01-23-19) Agenda - 18-6

VIII.3 19-7 Stormwater Utility: (1) Authorize the City Manager to approve a Task Order with Mead and Hunt to provide engineering services related to a Stormwater 10-Year Working Plan utilizing Continuing Services Agreement RFQ-16-01-COC; and (2)(a) Authorize the City Manager to approve a Purchase Order and an agreement with Stantec Consulting Services Inc. (Formerly Known as Burton and Associates), to develop a 10 year financial plan for the Stormwater Utility, to ensure that the rates developed will provide sufficient revenues to cover all of the utility's operations and maintenance and capital costs, while maintaining sufficient levels of reserve funds; (b) Approve a waiver to the competitive bid procurement process for Professional Services provided by Stantec Consulting Services, Inc. in accordance with Section 15.4 of the Financial Operation manual as being in the best interests of the City; (3) Approve a related Budget Resolution Amending the 2019 Fiscal Year Budget. (Public Works Director)

Attachments:
Updated Stormwater 10 Year Work Plan_Proposal_12.21.18
Stantec - FY 2019 Stormwater Rate Study Proposed Agreement - 12-10-18
TO (2019-09) MEAD_HUNT -- 1-8-19 - $65120 - SW
Budget Resolution FY 2019
BAF 19-048.pdf
BAF 19-049; BAF 19-048.pdf

MULTI-YEAR CONTRACTS:

VIII.4 19-3 Approve the Amendment to Purchase Agreement with Myra Planning & Design , RFQ-Q-15-14-COC; Traffic Engineering Services; Approve First Amendment to Purchase Agreements with Infrastructure Solutions and Mead & Hunt, RFQ-16-01-COC(A), for Civil Engineering Services; Infrastructure Solutions and Mead & Hunt, RFQ-16-01-COC(B), for Stormwater Engineering Services; Southeastern Surveying & Mapping, RFQ-16-01-COC(C), for Surveying Services; Ardaman & Associates and Universal Engineering, RFQ-16-01-COC(D), for Geotechnical Engineering Services and Architects RZK, Inc., RFQ-16-01-COC(E), for Architectural Services. Each renewal Amendment will be effective January 27, 2019 through January 26, 2021. (Public Works Director)

Attachments:
- CSA RFQ-15-14-COC Myra Planning - Traffic Eng Svc's.pdf
- CSA RFQ-16-01-COC (A) ISS GENERAL CIVIL ENG. 1ST Amendment - Renev
- CSA RFQ-16-01-COC (A) Mead Hunt - 1st Amendment Renewal - General Ci
- CSA RFQ-16-01-COC (B) ISS STORMWATER EGN SVC'S - 1ST Amendment
- CSA RFQ-16-01-COC (B) Mead Hunt - 1ST AMENDMENT RENEWAL - Storm
- CSA RFQ-16-01-COC (C) SOUTHEASTERN SURVEYING - Surveying -1st Am
- CSA RFQ-16-01-COC (D) ARDAMAN ASSOC - 1ST Amendment - Renewal - (
- CSA RFQ-16-01-COC (D) Universal Eng. - GEOTECHNICAL - 1ST Amendmen
- CSA RFQ-16-01-COC (E) Architects RZK 1st Amendment Renewal.pdf

IX. INFORMATIONAL AGENDA:

IX.1 18-651 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.

Attachments: CM Contingency Report December 2018.pdf

IX.2 19-10 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 12/31/2018.

Attachments: PO Monthy Report to City Council 10.01.18 thru 12.31.18.pdf

IX.3 19-17 FY 2019 Budget Adjustment Report. (Finance Director)

Attachments:
- December FY 2019 EXPENSE Budget Tracking Worksheet.pdf
- December FY 2019 REVENUE Budget Tracking Worksheet.pdf

IX.4 19-18 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: November 2018 Financial Report.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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Legislation Details (With Text)

File #:	19-4	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	1/4/2019			**In control:**	City Council
On agenda:	1/23/2019			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of January 23, 2019, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01-23-19 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 4, 2019
Agenda Date: January 23, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of January 23, 2019, 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 approves the agenda for all regular meetings at the beginning of such meetings.

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of January 23, 2019, as presented or with amendments.

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

January 23, 2019

DATE: January 23, 2019	**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 23, 2019 (19-4)
2. Minutes: N/A

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

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

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1. Approve an expenditure of $53,571 for Armed Security Guard Services utilizing Florida State Contract #DMS92121500-14-01, Security Officer Services, from Contract Services account # 001-1510-536.34-00. (19-16). (Finance Director)

VI. PUBLIC HEARINGS:

1. Postpone until the regular City Council meeting of February 13, 2019 consideration of the Lakeside Palms West Preliminary Subdivision. (18-661). (Community Services Director)

2. Postpone until the regular City Council Meeting of February 13, 2019 consideration of the London Cove preliminary subdivision. (18-662). (Community Services Director)

3. Pass on Second/Final Reading Ordinance 13-2018: A Zoning Map Amendment for approximately 27.62 acres of land from RU-1-7 (Single Family Residential) to RU-2-15 (Multiple-Family Residential), subject to a Development Agreement between the City of Cocoa and Victory Judgment, LLC. (18-663). (Community Services Director)

4. Postpone until the regular City Council Meeting of February 13, 2019 a request to submit a substantial amendment to the City's approved FY2018/2019 Action Plan in connection with a proposed application to the U.S. Department of Housing & Urban Development (HUD) for a $894,445 Section 108 Loan. (19-15). (Community Services Director)

VII. COUNCIL BUSINESS:

1. Consider the Appointments of David Greenwell and Melissa Martin as Regular members of the Sustainability Advisory Committee. (19-9). (Administrative Services Director)

2. Consider the application of Mr. Michael Klug as 2nd Alternate Member to the Code Enforcement Board. (19-11). (Administrative Services Director)

3. Consider the Appointment of (3) three of the following applicants as members to the Planning & Zoning Board: Jeri Blanco, Craig Dixon, Trina Gilliam, and Aleck Greenwood. (19-13). (Administrative Services Director)

4. Provide the City Manager direction on (1) applying for an ICMA scholarship to attend the 2019 Harvard Kennedy School for Senior Executives in State and Local Government Program, and (2) applying to serve as a member of the FCCMA Board of Directors. (19-19). (City Manager)

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MULTI-YEAR CONTRACTS:

4. Approve the Amendment to Purchase Agreement with Myra Planning & Design, RFQ-Q-15-14-COC; Traffic Engineering Services; Approve First Amendment to Purchase Agreements with Infrastructure Solutions and Mead & Hunt, RFQ-16-01-

COC(A), for Civil Engineering Services; Infrastructure Solutions and Mead & Hunt, RFQ-16-01-COC(B), for Stormwater Engineering Services; Southeastern Surveying & Mapping, RFQ-16-01-COC(C), for Surveying Services; Ardaman & Associates and Universal Engineering, RFQ-16-01-COC(D), for Geotechnical Engineering Services and Architects RZK, Inc., RFQ-16-01-COC(E), for Architectural Services. Each renewal Amendment will be effective January 27, 2019 through January 26, 2021. (19-3). (Public Works Director)

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1. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (18-651). (Finance Director)

2. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 12/31/2018. (19-10). (Finance Director)

3. FY 2019 Budget Adjustment Report. (19-17). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (19-18). (Finance Director)

X. REPORTS:

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

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Legislation Details (With Text)

File #:	19-16	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	1/11/2019			**In control:**	City Council
On agenda:	1/23/2019			**Final action:**	
Title:	Approve an expenditure of $53,571 for Armed Security Guard Services utilizing Florida State Contract #DMS92121500-14-01, Security Officer Services, from Contract Services account # 001-1510-536.34 -00. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	G4S State Contract Renewal.pdf G4S Security Office Special Conditions Attachments 1-9.pdf G4S Secure Solutions (USA), Inc. Pricing.pdf Sec. Off. Svcs Region Map and List.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 10, 2019
Agenda Date: January 23, 2019
Prepared By: Lisa Souter, Utility Customer Service Manager
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action: To approve an expenditure of $53,571 for Armed Security Guard Services utilizing Florida State Contract #DMS92121500-14-01, Security Officer Services, from Contract Services account # 001-1510-536.34-00

BACKGROUND:

The City of Cocoa provides a Region 6 Level III armed security guard service at City Hall. The services are secured through G4S utilizing Department of Management Services State Term Contract #92121500-14-01 Security Officer Services, expiring on December 15, 2019. The FY 2019 Adopted Budget provided for $49,567 in armed security services. Since the utility customer service department accepts customers up to 5PM (City Hall closing time), it often requires staff to work past 5PM in order to service all customers who are in line at 5PM. This requires the armed security guard to also work past 5PM to provide security until City Hall is cleared of all utility customers. This overtime was included in the FY 2019 Adopted Budget; however, the purchase order was processed for $49,567, which was for regular pay only.

Staff is requesting approval of an additional $4,004 in order to have armed security present on the days when customers are still in the building after 5PM waiting for utility customer service. As this makes the requested purchase order over the City Manager's signing authority, this agenda item is

necessary. The armed security provides assurance in order for Utility Customer Service to safely close-out each day and complete all customer requests for customers who are line at 5PM.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$4,004
Account Number	001-1510-536-34-00
Account Name	Contract Services

RECOMMENDED MOTION:

To approve an expenditure of $53,571 for Armed Security Guard Services utilizing Florida State Contract #DMS92121500-14-01, Security Officer Services, from Contract Services account number 001-1510-536.34-00

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Contracts and Agreements > State Term Contracts > Security Officer Services, Armed and Unarmed > Amendments and Memorandums > Amendments - Service Update (11 October 2016)

Service Update (11 October 2016)

TO: Agency Customers

FROM: Rosalyn Ingram

Director and Chief Procurement Officer

Division of State Purchasing

Department of Management Services (DMS)

DATE: October 11, 2016

SUBJECT: Security Officer Services

State Purchasing is pleased to announce that effective December 16, 2016, the State Term Contract #92121500-14-01, Security Officer Services, is renewed for three (3) years through December 15, 2019.

G4S Secure Solutions, U.S. Security Associates, and Dynamic Security are being renewed. Due to an upcoming merger of AlliedBarton and Universal Protection in late October, State Purchasing will evaluate the merger terms and pricing before making a renewal determination on the newly formed company prior to the current expiration date of the existing contract of December 14, 2016.

Please contact the Contract Manager named on the STC website if you have any questions.

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

Attachment 1: Statement of Work
Request For Proposals
No. 05-92121500-J
Security Officer Services, Armed and Unarmed

This document contains the Statement of Work (SOW) for the above solicitation. The SOW describes the Services the Contractor must provide to Eligible Users under any potential Contract created pursuant to this solicitation.

1 Statement of Work Overview 2
2 Definitions 2
3 Service Level Agreements 3
4 Customer Service 4
5 Licensing Requirements 4
6 Key Personnel 5
7 Hours of Operations 5
8 Staffing 6
9 Position Descriptions 7
10 Minimum Hiring Standards 7
11 Uniforms and Equipment 8
12 Training 9
13 Security Services 10
14 Performance and Inspections 12

1 Statement of Work Overview

Security Officers are hired for the protection of state employees, the general public, and property, which includes a large range of facilities, with some facilities being potential terrorist targets. Security Officers are the first line of defense for state, county and city buildings, court houses, hospitals, schools, chemical storages, water reservoirs, communications and power networks, public transit facilities, nuclear plants and similarly designated sites.

The Contractor shall provide all labor, supervision, material and equipment necessary to perform Security Services. The Contractor shall ensure Security Services are performed in a timely and first-class workmanlike manner.

Eligible Users will have unique requirements and those will be reflected in their individual Service Level Agreements (SLA). Eligible Users may have more than one (1) location and in different regions of the state, which may require multiple SLA's. Some Eligible Users may require 24/7 on-site Security Officer(s) presence, others may need coverage only during regular Business Days and still others may only require Security Services on weekends or during unique events.

Security Officer basic requirements:

a. Be properly licensed and trained in accordance with Chapter 493, Part III, Florida Statutes.

b. Maintain a professional appearance and demeanor vital to a positive first impression.

c. Act in accordance with the rules of the Contractor, the Department and those of the Eligible Users.

2 Definitions

2.1 Ancillary Services – Security Services provided exclusive of Security Officers and may include such things as vehicles, K-9's, video surveillance.

2.2 Business Days - Monday through Friday, 8am to 5pm, not including paid state holidays listed in § 110.117(1), Florida Statutes.

2.3 Eligible Users - is any person or entity authorized by the department pursuant to rule to purchase from state term contracts or to use the online procurement system.

2.4 Security Officer - is a person who is licensed in accordance with Chapter 493, Florida Statutes and paid to protect human lives and physical property. Their main duty is to enforce the rules, regulations and procedures of the Eligible User, control access and prevent trespass to the Eligible User's property, prevent loss of or damage to the Eligible User's assets, represent the Eligible User's by providing guidance to authorized visitors and other employees, manage traffic flow, and deter criminal activity on the Eligible User's property.

2.5 Security Services - provide deterrence against the commission of wrongful acts committed against Eligible User employees, visitors, guests, their persons and property and property of the Eligible User.

3 Service Level Agreements

The Department requires the Contractor receive Service Level Agreements (SLAs) from each Eligible User prior to providing any Security Services. Each Eligible User's SLA must describe the specific services required by the Eligible User as well as any unique requirements.

3.1 The Contractor shall discuss with the Eligible User the Security Services requested and perform an on-site assessment, if necessary, in order to determine the most cost effective combination of personnel, processes, and technology.

3.2 The Contractor shall ensure prior to accepting an SLA that the following items are included in the SLA at a minimum:

3.2.1 Billing and remittance instructions

3.2.2 Contact information

a. Primary and Secondary Contracts of the Eligible User
b. On-Call List for each building/facility
c. Emergency Call Procedures

3.3 All SLA changes, modifications, deletions or additions to Security Services must be requested and approved in writing by the Eligible User prior to any such change, modification, deletion or addition.

3.4 There should never be more than one Security Officer Service's company providing services within a single building/facility. The Department Contract Manager shall work with the Eligible Users to ensure that only one company is providing services within a single building/facility.

3.5 Upon termination of any SLA, the Contractor shall cooperate with the Eligible User in transferring all documents, books, records and other property in the Contractor's

possession or control, as may be reasonably requested by the Eligible User, to the Eligible User or such party as the Eligible User may designate in writing.

4 Customer Service

4.1 The Contractor is to provide Eligible Users with contact information for the Contractor's primary and secondary points of contact. This information shall include:

a. Name
b. Title
c. Email address
d. Office Telephone number(s)
e. Cellular Telephone number(s)

4.2 The Contractor shall maintain a call service on a twenty-four (24) hour, 365 day per year basis, pursuant to which the Department or Eligible Users may order Security Services or report any failures, insufficiencies or other concerns in the delivery of Security Services.

4.3 The Contractor shall respond to inquiries from an Eligible User within one Business Day unless a different response time is specified in the SLA.

4.4 The Contractor shall promptly resolve all contractual and Eligible User concerns, issues or complaints to the satisfaction of the Eligible User and the Department.

4.5 The Contractor shall notify the Eligible User immediately if it believes it cannot meet the level of service required in the SLA and shall provide remedies and alternatives.

5 Licensing Requirements

5.1 The Contractor is to ensure that its company and all employees meet state and local licensing requirements. Copies of licenses and certificates must be provided to the Department or Eligible User upon request.

5.2 The Contractor is to hold a Class "B" - Security Agency, main office license. A Class "B" is required for any person, firm, company, partnership, or corporation which engages in business as a private security agency.

5.3 The Contractor is to hold a Class "BB" - Security Agency Branch Office or Class "AB" license - Security and Private Investigative Agency Branch Office. If the Contractor holds both a Class "A" and Class "B" license, each additional or branch office must have a Class "AB" license.

5.4 The Contractor will ensure that all Security Officers hold a Class "D" license.

5.5 The Contractor will ensure that Managers at the main office hold a Class "M" license and Managers of branch offices hold a Class "MB" license.

5.6 The Contractor will ensure that all armed Security Officers hold a Class "G" - Statewide Firearm license in addition to his/her Class ‘D” or Class “M” license.

5.7 The Contractor may be subject to termination should un-licensed employees perform services under this Contract to any Eligible User.

6 Key Personnel

The Contractor shall provide primary and secondary contact information for the key personnel performing the following functions:

6.1 Contract Administration - The Contractor shall appoint a Contract Administrator who will serve as a point of contact and work with the Department Contract Manager to handle and resolve issues.

6.2 Operations Management - The Contractor shall appoint an Operations Manager to address any failure or insufficiencies in the delivery of Security Services or any other issues arising in the implementation of this Contract.

6.3 Billing and Invoicing - The Contractor shall appoint a billing and invoicing contact to address any financial/accounting issues.

7 Hours of Operations

7.1 The Contractor’s administrative offices shall be available from 8:00 a.m. – 5:00 p.m. Eastern Time, on Business Days.

7.2 Security Officers hours may vary in accordance with the Eligible Users service needs. Hours may range from one hour up to 24 hours per day on Business Days, evenings or weekends. Security Services may be continuous, regardless of weather, disaster, or threatened or actual organized labor action. Types of service hours requested may include, but not limited to the following:

a. Full time - 35 to 40 hours per week
b. Part time - 1 to 34 hours per week
c. Infrequent – Days and hours may vary. This type of service may be used for regularly scheduled meetings that may be held monthly, quarterly or semi-annually
d. Occasional – Days and hours may vary. This type of service may be used for unique special events or circumstances, i.e. specific threat, job fairs, art exhibits - short term events

7.3 Security Officers shall not work more than 12 consecutive hours, in any 24-hour period. This limitation may be waived by the Eligible User in emergency situations that are beyond the control of the Contractor, i.e., weather conditions preventing the next shift from getting to the building/facility.

7.4 The Contractor will not be compensated for any additional services performed unless

approved and authorized in the Eligible User's SLA. The Contractor shall make Security Officers available to the Eligible User, based on established scheduled hours for the proposed length of the SLA. All contract hours are straight time. The Department shall not provide payment for overtime hours, unless overtime is requested and authorized in writing by the Eligible User prior to the overtime hours being worked. The Eligible User reserves the right to add or subtract hours from the SLA.

8 Staffing

8.1 Shift Relief - Security Officers are not to vacate their post during or at the end of their shift unless relieved by appropriate duty personnel or unless specifically authorized by the Eligible User to leave the post or facility. The Contractor is responsible for arranging replacement personnel for shift changes, breaks and for unanticipated events (i.e. Security Officer becomes ill, or has a family emergency, etc.)

8.2 The Contractor shall provide supervision of Security Officers providing services to Eligible Users. Supervision duties shall include, but shall not be limited to; ensuring Security Officers maintain contract compliance (i.e., training, licenses, certifications, etc.).

8.3 The Eligible User may require the transfer or rotation of any or all Security Officers at time intervals specified in its SLA.

8.4 Emergencies - Security Officers may be diverted by the Eligible User from normal assignment duties to respond to emergency situations or special duty assignments. No additional costs shall be charged to the Eligible User for such diversions; however, the Contractor will not be penalized for any regular daily work task not completed due to such emergencies.

8.5 Staffing for each building/facility shall be detailed in the Eligible User's SLA. Allowances shall not be granted to compensate for additional cost or personnel required to satisfy the staffing requirements in the event of illness, personnel absence, tardiness, or relief. The Contractor shall be solely responsible and liable for filling these positions. Advanced notification is required of any Security Officer(s) taking approved leave time and the Contractor must provide who the replacement Security Officer(s) will be.

8.6 The Contractor shall supply relief officers as necessary, at no additional cost to the Eligible User, to ensure that all assignments are performed as required. The Contractor will supply the Eligible User with notification of any changes to the master schedule or vacation schedules no less than seven (7) days in advance. Prior to a Security Officer being assigned to a building/facility, whether a permanent employee or temporary replacement, the Contractor shall certify that all requirements of this Contract and SLA have been met. The Eligible User reserves the right to interview all new employees prior to placement. It is understood that the Contractor will maintain a group of substitute/alternate Security Officers trained on the Eligible User's building/facility for

assignment as required. The Contractor will supply an updated list of trained Security Officers as requested.

8.7 The Eligible User reserves the right to reject any employee of the Contractor for whom the Eligible User deems is not qualified. The Contractor will not be compensated for overtime paid to contract employees called in to re-staff vacated shifts that do not have a permanent Security Officer stationed for any reason.

9 Position Descriptions

9.1 Security Officer Level I – The individual shall hold a Class D license and may also hold a Class G but works unarmed.

9.2 Security Officer Level II –The individual holds a Class D license and may also hold a Class G but works unarmed. Minimum of two years' prior experience as a Class D or Class G licensed Security Officer is required. Background in military or law enforcement may be substituted for prior years of experience.

9.3 Security Officer Level III – The individual holds a Class D license and a Class G and works armed. Minimum of two years' prior experience as a Class D or Class G licensed Security Officer is required. Background in military or law enforcement may be substituted for prior years of experience.

9.4 Security Officer Level IV (supervisor / project manager) – The individual holds a Class D license and a Class G and works either armed or unarmed and may also hold a Class M or MB license. Has experience in the application of security principles and personnel leadership. The individual possesses a demonstrated ability to lead effectively in an environment requiring security risk mitigation and is able to demonstrate a thorough understanding and application of laws that regulate Security Officers. The individual is capable of effectively and productively interacting with Eligible Users management level personnel. Minimum of two years' prior experience as a Security Officer or background in military or law enforcement is required. Has the ability to supervise, monitor, and regulate Security Officers with a Class D and Class G licenses in their performance of assigned duties. This level of Security Officer may be a site-supervisor or a project manager.

10 Minimum Hiring Standards

The Contractor is to ensure that Security Officers meet or exceed the minimum hiring standards set forth below before assignment to an Eligible User:

10.1 Possess a valid driver's license or valid state identification card.

10.2 Successfully pass a drug test.

10.3 Successfully pass the Florida Department of Law Enforcement (FDLE) background

investigation and fingerprint check, if required by an Eligible User.

10.4 Ability to read, write and understand English. Some Eligible Users may require bi-lingual Security Officers.

10.5 Physically able to accomplish various tasks that must be performed including, but not limited to, quickly ascending and descending multiple flights of stairs and lifting weight of at least 25 pounds.

10.6 Possess a well-developed level of maturity necessary for professional interaction.

10.7 Maintain a neat, clean, and well-groomed appearance while providing services.

10.8 Possess effective report writing skills.

11 Uniforms and Equipment

11.1 The Eligible User may furnish, without cost to the Contractor, materials, equipment and space to be used in connection with the performance Security Services. Any such materials, equipment and space shall be detailed in the Eligible User's SLA.

11.2 Uniforms - All Security Officers shall be appropriately uniformed in accordance with applicable local, state, and federal standards. Security Officers providing services under this Contract to Eligible Users shall report to work in uniforms provided by the Contractor. The uniform is to clearly identify the employee as a Security Officer working for the Contractor and will include a picture ID badge prominently placed on their uniform. Badges are not to resemble those of local law enforcement agencies. The uniform is to be neat, clean, pressed, and presents a professional appearance. Shoes and belts are to be polished in a satisfactory manner.

Should Eligible Users require an un-uniformed Security Officer, the name badge or plate requirement may be waived for that/those Security Officer(s).

The Contractor shall be responsible for uniform cleaning in those markets where required by law or by collective bargaining agreement.

11.3 The Security Officer(s) will be equipped with redundant (i.e. cell phone and radio) communication equipment, so they are to be able to communicate with their supervisor, their home office, 911, the local police and the Eligible Users representative/contract manager.

11.4 The Contractor shall provide a nightstick to each Security Officer.

11.5 The Contractor shall provide the Security Officer's weapons, if deemed necessary by the Eligible User for a particular location.

11.6 Keys/Access cards for access to Eligible User's site will be issued to Security Officers

employed at those sites. The Contractor is responsible for securing and maintaining the keys/access cards in good working condition. The Eligible User will replace lost keys/access cards at the Contractor's expense.

11.7 Security vehicles requested by Eligible Users to be operated on the premises by the Contractor are to be owned (or leased), licensed and insured by the Contractor. All vehicles used by the Contractor, shall display the company's name and telephone number and are to be kept clean and well maintained at all times.

11.8 The Contractor assumes full responsibility for all equipment issued by the State to the Contractor solely for performance of the work contained in the SLA. The Contractor will reimburse the Eligible User, at current market rates, for all equipment that is lost, damaged, stolen, or otherwise unavailable. Upon termination of the Contract or any SLA, all equipment will be returned to the Eligible User in good operating condition, less reasonable wear and tear.

12 Training

12.1 The Contractor shall ensure that Security Officers receive initial and ongoing training to maintain their license(s) in accordance with Chapter 493, Florida Statutes.

12.2 Training programs for initial and ongoing training for licensure are the financial responsibility of the Contractor and are not to be conducted on customer sites. All formal training of Security Officers is to be administered by an appropriately certified (by an accredited institution of learning or governmental/educational certification body) and experienced individual with strong subject matter expertise.

12.3 The Contractor shall ensure that in addition to training required by Chapter 493, Florida Statutes, Security Officers shall be trained in the following areas:

a. Emergency Call Procedures specific to the Eligible User, including notifying the police/sheriff department of jurisdiction.
b. Compiling Security Officer log sheets to document inspections and observations. Eligible Users may require specific forms and methods, which shall be detailed in the SLA.
c. CPR and the use of an Automated External Defibrillator (AED).
d. Completion of FEMA Course IS-100 Introduction to the Incident Command System (ICS) and FEMA Course IS-700 Introduction to the National Incident Management System (NIMS). FEMA Courses IS-100 and IS-700 are available online and free of charge at http://training.fema.gov/IS/crslist.asp.

12.4 Security Officers are to receive on-going training at the sole cost and expense of the Contractor. Subjects shall include, but not be limited to:

a. Customer service
b. Conflict management

c. Report writing
d. Interpersonal skills
e. Incident investigation
f. Crime prevention
g. Handling threatening/hostile individuals
h. Fire prevention
i. Observation skills
j. Effective patrol techniques

12.5 Eligible User's may have unique training requirements that are not included in this contract or are beyond the general site specific training. Additional trainings required by Eligible User's shall be included in its SLA. The Eligible User may cover the hourly rates for Security Officers who attend such trainings.

12.6 The Contractor is to provide a designated Training Coordinator to assure adequate training is conducted for all Security Officers. The Training Coordinator will organize and facilitate staff development, licenses, permits, certifications, etc. The Training Coordinator position may be held by a branch trainer or account manager as appropriate to the Contractor size. All training will be at the sole cost and expense of the Contractor, unless stipulated otherwise in the Eligible User's SLA.

13 Security Services

13.1 The Contractor shall provide adequate numbers of armed and unarmed, properly trained Security Officers to meet the needs of the Eligible User as specified in the SLAs.

13.2 Security Officers shall maintain all applicable licenses, including driver's license or state identification card, which are to be kept current and on the Security Officers' person while he or she is on duty.

13.3 The Contractor shall maintain discipline, excellent appearance, professional demeanor, integrity, and attention to duty among all Security Officers.

13.4 The Contractor shall require Security Officer's to enforce the Eligible User's and the Contractor's security policies, procedures, and post orders. Security Officers shall perform all duties in accordance with oral or written instructions provided by appropriate Eligible User's personnel. Security Officers shall read and become familiar with all state security policies and procedures, to include evacuation procedures. Security Officers shall contact the Eligible User if situations arise that Security Officers cannot or do not know how to handle.

13.5 Security Services may include standing security posts, roving security patrols, monitoring security systems, supervising other security personnel, maintaining security infrastructure and carrying out such other basic security tasks as required by Eligible Users.

13.6 Security Officers may be required to maintain an activity log (electronic or paper), the required logs and data elements shall be specified in the Eligible User's SLA.

13.7 Security work requires prolonged standing or sitting and Security Officers may occasionally be required to subdue violent or potentially violent individuals.

13.8 The Contractor may provide Security Services with a guard dog (K-9).

13.9 The Contractor may provide Security Services with vehicles (golf carts to 4 wheel drive trucks).

13.10 The Contractor shall provide basic Security Services to Eligible User's. These services may include but not be limited to:

a. Administer the Eligible User's site security procedures and post orders
b. Perform access control at a given location
c. Site surveillance, either on foot or with a vehicle
d. Identifying and reporting security and safety violations
e. Maintaining files for security-related documentation
f. Assisting the Eligible User's in emergency situations
g. Ensure that prompt action is taken to prevent or minimize losses, accidents, fires, property damages, safety hazards, and security incidents. Security Officers will take appropriate action on any breach of security, suspicious activity or safety hazard in notifications to local Law Enforcement, EMS and the Eligible User.
h. Monitor alarms, surveillance screens, and recording devices.
i. Monitor the fire alarm system and respond to any alarm sites, and communicate findings to the Eligible User to determine if the situation warrants contacting the police or the fire department.
j. Investigate unusual occurrences in and about the premises, and maintain an awareness of special activities taking place throughout the building/facility and property.

13.11 Security Officers are not to engage in personal activities (such as making personal phone calls, reading magazines, etc.) while on the job.

13.12 Security Officers are not to permit their friends, family members or acquaintances to be in the facility or on the premises they are entrusted to protect for more than ten (10) minutes.

13.13 Security Officers working in prisons, courts and similar environments are not permitted to deal with any inmate, any member of the inmate's family or any of the inmate's friends, on site or off, except in a manner that supports services under this contract and as requested by the Eligible User.

14 Performance and Inspections

14.1 The Contractor shall ensure that it performs monitoring and auditing of the quality of services provided by the Security Officers, including but not limited to, scheduled and unscheduled on-site inspections. The Contractor shall communicate with the Eligible User following reports of failures or insufficiencies in the delivery of services. The foregoing shall include review of incidents and other reports and communication with the Eligible User regarding critical issues such as trends in types of incidents and the implications for incident prevention, potential cost savings (while preserving the integrity of security services) and improvement of safety procedures.

14.2 The Contractor may conduct regular, documented unannounced inspections to ensure Security Officers' compliance with all established regulations. Eligible Users shall detail in its SLA the types and frequency of unannounced inspections.

14.3 The Contractor shall submit documented reports on all inspections to the Eligible User to ensure continued supervision of each building/facility.

14.4 The Contractor shall continually monitor the performance of its staff located at the Eligible User's site and routinely consult with the Eligible User to ensure they are receiving optimal service levels. The Contractor shall remove and replace any unsatisfactory personnel.

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Attachment 2: Contractor's Information Form
Request For Proposals
No. 05-92121500-J
Security Officer Services, Armed and Unarmed

Respondent Information	
Respondent Name:	
Respondent FEID Number:	
MFMP Vendor Number: (FEID-3 digit Seq.)	
Street Address:	
City, State and Zip:	
Internet Address:	
Telephone Number:	
Fax Number:	
Contact Person	
Name:	
Title:	
Street Address:	
City, State and Zip:	
E-Mail Address:	
Telephone Number:	
Fax Number:	

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Attachment 3: Past Performance Reference Form
Request For Proposals
No. 05-92121500-J
Solicitation: Security Officer Services, Armed and Unarmed

In the spaces provided below, the Respondent shall list all names under which it has operated during the past five (5) years.

_____

_____

_____

_____

_____

On the following pages, the Respondent shall provide the information indicated for three separate and verifiable, Non-Department references. The references listed must be for work similar in nature to that specified in this solicitation. The same reference may not be listed for more than one (1) reference and confidential references shall not be included. In the event the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time must be provided in the space provided.

References that are listed as subcontractors in the response will not be accepted as past performance references under this solicitation. Entities having an affiliation with the Respondent (i.e. currently parent, subsidiary having common ownership, having common directors, officers or agents or sharing profits or liabilities) may not be accepted as past performance references under this solicitation.

The Department will attempt to contact the three references provided by the Respondent to complete the Evaluation Questionnaire for Past Performance. The total number of references contacted to complete the Evaluation Questionnaire for Past Performance for any response will be three.

References should be available for contact during normal business hours, 9:00 AM – 5:00 PM, Eastern Time. The Agency will attempt to contact each reference by telephone up to four (4) times. In the event the contact person indicated cannot be reached following four (4) attempts, the specific Evaluation Questionnaire for Past Performance will be marked incomplete and will

be deemed not considered. Respondents will still need at a minimum three (3) considered Evaluation Questionnaires for Past Performance to be deemed responsible. The Department will not attempt to correct incorrectly supplied information.

Additionally, the Department reserves the right to contact sources other than those identified by the respondent to obtain additional information regarding past performance. Any information obtained as a result of such contact may be used to determine whether or not the Respondent is a "responsible vendor", as defined in Section 287.012(24), Florida Statutes.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Past Performance Reference Form

Reference #1

Respondent's Name:

Reference's Name:

Address:

Primary Contact Person:	**Alternate Contact Person:**
Primary Phone Number:	**Alternate Phone Number:**
Primary Fax Number:	**Alternate Fax Number:**

Contract Performance Period:

Location of Services:

Brief description of the services performed for this reference:

Past Performance Reference Form

Reference #2

Respondent's Name:

Reference's Name:

Address:

Primary Contact Person:	**Alternate Contact Person:**
Primary Phone Number:	**Alternate Phone Number:**
Primary Fax Number:	**Alternate Fax Number:**

Contract Performance Period:

Location of Services:

Brief description of the services performed for this reference:

Past Performance Reference Form

Reference #3

Respondent's Name:

Reference's Name:

Address:

Primary Contact Person:	**Alternate Contact Person:**
Primary Phone Number:	**Alternate Phone Number:**
Primary Fax Number:	**Alternate Fax Number:**

Contract Performance Period:

Location of Services:

Brief description of the services performed for this reference:

Evaluation Questionnaire for Past Performance

Respondent's Name:

Reference's Name:

Primary Contact Person:	**Alternate Contact Person:**
Primary Phone Number:	**Alternate Phone Number:**
Primary Fax Number:	**Alternate Fax Number:**

The following questions will be asked of three references.

Briefly describe the services the vendor performed for your organization:	
1. Did the vendor consistently meet all of its performance/milestones deadlines?	Yes or No
2. Did the vendor submit reports timely?	Yes or No
3. Did the vendor submit reports that were accurate?	
4. Did the vendor submit invoices timely?	Yes or No
5. Did the vendor submit invoices that were accurate?	
6. There have been no complaints about the vendor's performance submitted during the last 12 months?	Yes or No
7. Did the vendors' key staff remain consistent during the agreement period?	Yes or No
8. Did the vendor's project/contract manager effectively manage the contract?	Yes or No
9. Was the vendor's staff responsive to direction from your company?	Yes or No
10. Was the vendor's staff knowledgeable of the contract requirements and scope of services?	Yes or No
11. Was the vendor's staff knowledgeable of your business rules regarding services?	Yes or No
12. Was vendor's customer service satisfactory for the services rendered?	Yes or No
13. Did the vendor work cooperatively with company during the course of the contract?	Yes or No
14. Would you contract with this vendor again?	Yes or No
References must respond YES to at least 10 of the 14 questions above to be considered.	

Reference Verified by:

Name (printed)	Title
Signature	Date

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Attachment 4: Certification of Drug-Free Workplace
Request For Proposals
No. 05-92121500-J
Security Officer Services, Armed and Unarmed

Section 287.087 of the Florida Statutes provides that, where identical tie proposals are received, preference shall be given to a proposal received from a respondent that certifies it has implemented a drug-free workforce program. Please sign below and return this form to certify that your business has a drug-free workplace program.

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).

4) In the statement specified in Subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

RESPONDENT'S NAME:

_____

By: _____
Authorized Signature Print Name and Title

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Attachment 5: Service Regions
Request For Proposals
No. 02-991-380-J
Security Officer Services, Armed and Unarmed

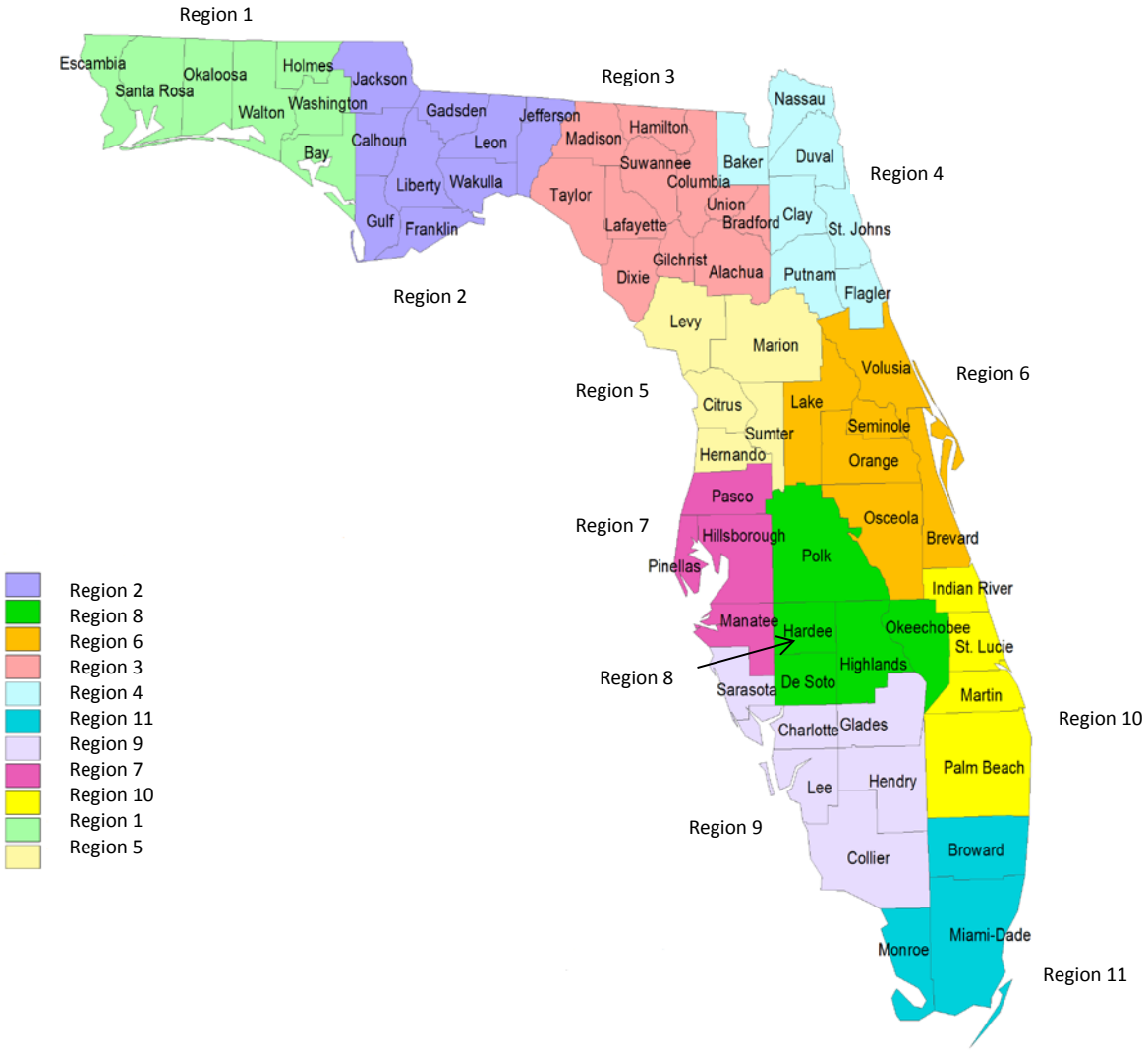
Contractor's Service Locations (Counties Served)
Check All that Apply

☐ Alachua	☐ Hardee	☐ Okeechobee
☐ Baker	☐ Hendry	☐ Orange
☐ Bay	☐ Hernando	☐ Osceola
☐ Bradford	☐ Highlands	☐ Palm Beach
☐ Brevard	☐ Hillsborough	☐ Pasco
☐ Broward	☐ Holmes	☐ Pinellas
☐ Calhoun	☐ Indian River	☐ Polk
☐ Charlotte	☐ Jackson	☐ Putnam
☐ Citrus	☐ Jefferson	☐ Santa Rosa
☐ Clay	☐ Lafayette	☐ Sarasota
☐ Collier	☐ Lake	☐ Seminole
☐ Columbia	☐ Lee	☐ St Johns
☐ DeSoto	☐ Leon	☐ St. Lucie
☐ Dixie	☐ Levy	☐ Sumter
☐ Duval	☐ Liberty	☐ Suwannee
☐ Escambia	☐ Madison	☐ Taylor
☐ Flagler	☐ Manatee	☐ Union
☐ Franklin	☐ Marion	☐ Volusia
☐ Gadsden	☐ Martin	☐ Wakulla
☐ Gilchrist	☐ Miami-Dade	☐ Walton
☐ Glades	☐ Monroe	☐ Washington
☐ Gulf	☐ Nassau	
☐ Hamilton	☐ Okaloosa	

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Attachment 6: Region Map
Request for Proposals No. 05-92121500-J
Security Officer Services, Armed and Unarmed



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Attachment : Pricing Sheet
Request For Proposal
No. 05-92121500-X
Security Officer Services, Armed and Unarmed

Pricing Table

Please refer to level descriptions in Section X

	Service Description	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Required Services	Level I Security Officer	Hour	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Level II Security Officer	Hour	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Level III Security Officer	Hour	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Level IV Security Officer (supervisor/project manager)	Hour	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Ancillary Services												
Optional Services	Emergency Response	Hour	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Certified Correctional Officer	Hour	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Audio and video surveillance (interactive - remote)	Hour	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	K-9	Hour	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Vehicles - golf cart	Hour	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Vehicles - automobile	Hour	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Vehicles - SUV	Hour	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Vehicles - 4 WD truck	Hour	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Required Services: Pricing must be provided for all security officer levels within a region. Respondents are not required to respond to all regions.

Optional Services: Respondents are not required to provide pricing for all services. Respondents must enter NP for any service not provided by the respondent.

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Attachment 8: Special Contract Conditions
Request For Proposals
No. 05-92121500-J
Security Officer Services, Armed and Unarmed

This document contains the Special Contract Conditions for RFP No. 05-92121500-J. The General Contract Conditions, Form PUR 1000, govern this RFP and are incorporated by reference. If a conflict exists between the Special Contract Conditions and the General Contract Conditions, the Special Contract Conditions shall take precedence over the General Contract Conditions unless the conflicting term in the General Contract Conditions is required by Florida law, in which case the General Contract Conditions term will take precedence.

Special Contract Conditions Contents

1 Federal and Florida Contractual Requirements 3
1.1 Discrimination 3
1.2 Preferred Pricing 3
1.3 Scrutinized Company List 3
1.4 E-Verify 3
1.5 Compliance with Laws 3
1.6 Conflict of Interest 4
1.7 Lobbying 4
2 Diversity 4
3 Renewal and Firm Pricing 4
4 Price Adjustments 4
5 Electronic Invoice 5
5.1 cXML (commerce eXtensible Markup Language) 5
5.2 EDI (Electronic Data Interchange) 5
5.3 PO Flip via ASN 5
6 Purchasing Card Program 6
7 Insurance Requirements 6
7.1 Commercial General Liability 6
7.2 Workers Compensation Insurance 6
7.3 Automobile Liability Insurance 7
7.4 Self-Insurance 7

7.5 Certificates of Insurance 7
8 Public Records 7
9 Intellectual Property 8
10 Contractor's Information 8
11 Use of Subcontractors 9
12 Contractor Personnel and Third Parties 9
12.1 Contractor Personnel 9
12.2 Personnel 10
12.3 Contract Administrator 10
12.4 Key Personnel 10
12.5 Staffing Qualifications and Training 11
12.6 Staffing Levels 11
12.7 Personnel Screening & Adverse Incidents 11
13 Contract Start-Up & Close-Out 11
13.1 Contract Start-Up 11
13.2 Contract Close-Out 11
14 Service Level Agreements 11
15 Compensation and Pricing 12
15.1 Service Level Agreement Pricing 12
16 Detail of Invoices 12
17 Payment Processing 12
17.1 Financial Consequences 13
18 Events of Default 13
18.1 Contractor Events of Default 13
18.2 State Remedies 13
18.3 State Event of Default 13
19 Performance Bond 14
20 Department Reports 14
20.1 Transaction Fees and Fee Reporting 14
20.2 Quarterly Reports 14
20.3 Minority Business Report 14
20.4 Additional Reports 14

20.5 Eligible User Reports 15

1 Federal and Florida Contractual Requirements

1.1 Discrimination

In the performance of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, and physical or mental disability. The Contractor further agrees that every subcontract entered into for the performance of any contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. Any breach of this covenant may be regarded as a material breach of this Contract.

1.2 Preferred Pricing

The Contractor shall submit to Department Contract Manager as requested but at least annually an affidavit from an authorized representative attesting that the Contractor is in compliance with the best pricing provision in Section 4(b) of form PUR 1000.

1.3 Scrutinized Company List

In executing this Contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes.

Pursuant to subsection 287.135(5), Florida Statutes, the Department shall immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

1.4 E-Verify

Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract Term. Also, the Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract Term.

1.5 Compliance with Laws

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local

agencies having jurisdiction and authority. Violation of such laws shall be grounds for termination of the Contract.

1.6 Conflict of Interest

The Contractor must have no conflict of interest as described in Chapter 112, Florida Statutes. Further, the Contractor must disclose the name of any State of Florida employee who also, directly or indirectly, has an interest of five percent (5%) or more in the Contractor's firm or any of its subsidiaries. This shall be an ongoing requirement, and failure to comply will subject the Contract to cancellation or reimbursement of all dollars paid under the Contract.

1.7 Lobbying

In accordance with sections 11.062 and 216.347, Florida Statutes, and as provided herein, the Contractor shall not expend State funds for the purpose of lobbying the legislative, judicial, or executive branches of State government. This restriction does not apply to requests made to the Contractor by the legislative, judicial or executive branches for information relating to any aspect of this contract.

2 Diversity

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and service disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority, women, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each agency ordering under the terms of this Contract.

3 Renewal and Firm Pricing

Before expiration of the Contract, the State may, at its discretion, renew this Contract for an additional period of three years or any part thereof. Therefore, the pricing proposed by the Respondents should be based on a two-year pricing structure to continue during the full term of the contract.

4 Price Adjustments

Price adjustment requests may be submitted at the time of each Contract anniversary in correlation with the Producers Price Index (PPI) for Security Guards and Patrol Services, PCU561612561612, as published by the Bureau of Labor Statistics, in the Department of Labor, Washington, DC 20212. The rate adjustments will be based on the Non-Seasonally Adjusted PPI. This report can be accessed at http://www.bls.gov/.

The requested adjustment shall not exceed the percentage change of the PPI or 4 percent in the preceding twelve months prior to the adjustment. Price adjustments shall be effective only upon written approval by the Department, and shall not be applied retroactively.

5 Electronic Invoice

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MyFloridaMarketPlace (MFMP). Contractor agrees, upon Department's request, to establish electronic invoicing within 90 days of written request. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of three mechanisms as listed below.

5.1 cXML (commerce eXtensible Markup Language)

This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for e-Invoicing.

5.2 EDI (Electronic Data Interchange)

This standard establishes the data contents of the Invoice Transaction Set for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services.

5.3 PO Flip via ASN

The online process allows suppliers to submit invoices via the ASN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their ASN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the Electronic Invoicing upon contract award.

6 Purchasing Card Program

The Contractor must accept universal card format Purchasing Cards (e.g., American Express, MasterCard, and Visa), but this is not the exclusive method of payment (e.g., purchase order). The method of ordering and payment (e.g., purchase order, Purchasing Card) shall be selected by the Eligible User.

The State of Florida has implemented a purchasing card program, using the Visa platform. Contractors may receive payment from state agencies by the purchasing card in the same manner as other Visa purchases. Visa acceptance is mandatory but is not the exclusive method of payment. The State reserves the right to change the platform as necessary. The State will not fill out any Contractor forms or contracts in association with the Contractor accepting a purchasing card payment. Contractors are not allowed to charge a fee for accepting a purchasing card payment. Surcharges or convenience fees are prohibited. Fees shall not be charged for using a purchasing card unless the fees are charged for all methods of payment (cash, check, debit cards, vouchers, etc.), and must be approved by the Eligible User prior to order acceptance.

On-line billing or payment systems maintained by the Contractor will not store the card holder's account number and expiration date for re-use. Card holders will provide the Contractor with card account information at each transaction.

7 Insurance Requirements

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. During the Contract term, the Contractor at its sole expense shall provide Commercial General Liability, Automobile Liability, and Workers Compensation Insurance.

The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

7.1 Commercial General Liability

The Contractor shall obtain and maintain Commercial General Liability insurance on an occurrence basis in the minimum amount of $500,000 (defense cost shall be in excess of the limit of liability). This insurance will provide coverage for all claims that may arise from the operations completed under this Contract, whether such operations are by the Contractor, sub-contractors, Contractor's agents, or other employees. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida, Department of Management Services and must include the State of Florida as an Additional Named Insured for the entire length of the Contract.

7.2 Workers Compensation Insurance

Contractor shall obtain and maintain workers' compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, with minimum employers' liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

In the event any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Purchaser, for the protection of his employees not otherwise protected. All insurance policies shall be through insurers authorized to write policies in Florida.

7.3 Automobile Liability Insurance

Contractor shall obtain and maintain automobile liability insurance, including coverage for liability contractually assumed, which shall cover all owned, non-owned, and hired autos used in connection with this Contract. The minimum combined limits (inclusive of any amounts provided by an umbrella or excess policy) shall be $500,000 for each occurrence-bodily injury and property damage combined and $5,000 medical payment.

7.4 Self-Insurance

For any insurance coverage required hereby, Contractor may use a self-insurance program, provided such program has received prior written approval of the Department.

Insurance coverage as minimum liability:	
Bodily injury	$500,000 per individual
Bodily injury	$1,000,000 per accident
Property Damage	$1,000,000
Comprehensive	Non Deductible
Collision	Non Deductible

7.5 Certificates of Insurance

Certificates of Insurance shall be in effect within ten (10) calendar days after date of Award through the end of the Contract term. It is the Contractor's responsibility to provide all relevant certificates and endorsements as proof of such insurance or proof of its ability to self-insure, including renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of any insurance to the Department Contract Manager.

NOTE: Certificates of Insurance shall be provided and the Certificate Holder's Name(s) upon the certificates shall be:

Agencies & Eligible Users of the State of Florida
C/O: Department of Management Services
Division of State Purchasing,
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

8 Public Records

The Contract shall allow 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 confidential or exempt from section 24(a) of Article I of the State Constitution or subsection 119.07(1), Florida Statutes. The Department may unilaterally terminate the contract if the Contractor refuses to allow public access as required in this section.

In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as confidential or exempt are responsive, the Department will provide the Contractor-redacted copies to the requestor. If a requester asserts a right to the confidential or exempt information, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the information in question is confidential or exempt from disclosure under Chapter 119, Florida Statutes or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the confidential or exempt information of the Contractor under legal process, the Department shall give the Contractor prompt notice of the demand. If, within 7 business days of service of process, or less if the process requires earlier response, the Respondent fails to obtain: (1) a withdrawal or abatement of the process; or (2) an order issued by a court of competent jurisdiction instructing the Department to not respond with the un-redacted submission, the Department may produce the un-redacted submission in response to the demand. Contractor shall be responsible for defending its determination that the redacted portions of its response are confidential or exempt.

Contractor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Contractor's determination that the redacted portions of its response are confidential or exempt. If Contractor fails to submit a redacted copy of information it claims is confidential or exempt, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

9 Intellectual Property

The parties do not anticipate that any intellectual property will be developed as a result of this contract. In the event that intellectual property is generated under this contract, it shall become the property of the State.

10 Contractor's Information

Contractor's information can be found in Attachment 15, Contractor's Information Form. This form shall include the Contractor's Organization Information and the Contractor's Representative Information.

It is the Contractor's responsibility to notify the Department Contract Manager of any changes to the information contained in the Contractor's Information Form. **The Contractor shall notify the Department Contract Manager of any changes to the Contractor's Information Form in writing (email is acceptable) within five business days prior to the effective date of the proposed change.** The Department may accept or reject any proposed change within seven

(7) business days of receipt of requested change. Acceptance of any requested changes shall not be unreasonably withheld. The Department may amend the Contractor's Information Form as it deems is in the best interest of the State and / or will best assist Eligible Users.

The Contractor shall ensure that all information contained in the changes to the Contractor's Information Form have been appropriately updated within their MFMP Vendor Registration. https://vendor.myfloridamarketplace.com/

11 Use of Subcontractors

The Contractor shall not delegate any of its duties or responsibilities under this Contract or Service Level Agreements to any subcontractor without prior written consent of the Department, which shall not be reasonably withheld.

12 Contractor Personnel and Third Parties

12.1 Contractor Personnel

Neither the Department nor the Contractor shall be deemed a joint employer of the other's employees, each party being responsible for any and all claims by its employees. Neither employees of the Department nor the Contractor shall be deemed "leased" employees of the other for any purpose.

During the term of this Contract, the Contractor shall not knowingly employ, subcontract with, or sub-grant to any person, including any non-governmental entity in which such person has any employment or other material interest as defined by subsection 112.312(15), Florida Statutes, who is employed by the State or who has participated in the performance or procurement of this Contract, except as provided in section 112.3185, Florida Statutes.

The Contractor shall take all actions necessary to ensure that the Contractor's employees, Subcontractors, providers and other agents are not employees of the State.

Such actions include, but are not limited to, ensuring that the Contractor's employees, Subcontractors, providers, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

1. All persons assigned by the Contractor under this Contract shall be fully qualified to perform the work assigned to them, and shall be either:
    a. Employees of the Contractor;
    b. Employees of its majority-owned (directly or indirectly, at any tier) subsidiaries;
    c. Employees of an approved Subcontractor.
2. Independent contractors engaged by the Contractor solely to augment and fulfill a staff role with the Contractor are considered to be employees of the Contractor.
3. The Contractor shall include a similar provision in any subcontract entered into with a Subcontractor.
4. The Contractor's employees, subcontractors, and any other personnel furnished by the Contractor to perform the Services must adhere to all terms of this Contract and in

particular, the confidentiality and security requirements in Attachment 11, Statement of Work.

5. The Contractor is responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by the Contractor to perform the Services.

12.2 Personnel

During the course of the contract, if the Department or Eligible User determines that certain Contractor personnel are unable or fail to perform their duties in a competent and professional manner, the Department or Eligible User shall notify the Contractor in writing of its determination. The Department or Eligible User reserve the right to require removal of personnel deemed to be unsuitable or unsatisfactory for any reason. The Contractor shall assign acceptable replacement personnel.

12.3 Contract Administrator

The Contractor shall provide a management level Contract Administrator who will work with the Department Contract Manager to manage the State account, which includes handling questions and resolving issues. The Contract Administrator will be responsible for addressing broad contract issues and requests brought to them by the Department or an Eligible User. The Contract Administrator must have the authority and ability to address and correct any issues related to the implementation and operation of the contract. The Contractor shall notify the Department Contract Manager of any changes in assignment of the Contract Administrator, in writing via email, within 5 business days of the new assignment.

12.4 Key Personnel

Attachment 1, Statement of Work, provides the roles of key personnel. Key personnel are to be dedicated to the contract for its duration except as otherwise provided in the list of Key Personnel as described in Attachment 1, Statement of Work, or in a Contract Amendment with respect to other individuals designated as key personnel for that Contract Amendment.

The key personnel shall be knowledgeable of the contract requirements and responsible for handling and performing the services as defined in the contract and the Eligible Users Service Level Agreements. The listing of key personnel shall be provided to the Department Contract Manager and the Eligible Users.

The Contractor, with reasonable discretion, reserves the right to make substitutions with appropriate key personnel. Replacements may be made as long as the substituted personnel are equally qualified and skilled to accomplish the tasks and services required. The Contractor shall provide written notice of any proposed change in key personnel involved in providing services under this Contract to the Department Contract Manager and Eligible Users. All updates must be made with the Department Contract Manager within 25 calendar days of any and all changes.

12.5 Staffing Qualifications and Training

Attachment 1, Statement of Work, requires staffing qualifications and training that shall be in place for the duration of the contract.

12.6 Staffing Levels

The Contractor shall assign a sufficient number of qualified personnel to perform the tasks and services as required under the contract and in accordance with the Eligible User's SLA.

12.7 Personnel Screening & Adverse Incidents

Contractor staff shall be subject to a background or other screening as required by the Eligible User. All costs or fees associated with the screening shall be at the sole cost of the Contractor. In no event shall the Contractor make available to the Eligible User, without prior written consent, any staff who has been convicted of a felony. All staff receiving court ordered restraining orders or law enforcement trespass warnings shall not have access to the Eligible User facility, building or premises. During the term of the contract, the Contractor shall notify the Department and applicable Eligible User of any arrests, restraining orders or trespass warnings issued to the Contractor staff to the extent permissible under contract or law.

13 Contract Start-Up & Close-Out

13.1 Contract Start-Up

Security Services are critical to ensuring the safety of state employees, equipment and property. At a minimum, the Contractor must perform the following activities as a part of start up under the Contract:

13.1.1 The Contractor shall complete SLAs with all Eligible Users no later than 30 days after Contract execution.

13.1.2 The Contractor shall work with the outgoing contractor, if any, to facilitate a smooth transition of Security Services.

13.1.3 The Contractor shall immediately notify the Department's Contract Manager of any problems during Contract Start-Up.

13.2 Contract Close-Out

When service under this contract ends and service commences under a new contract, the Contractor shall work with the Department, Eligible Users, and the new vendor assuming services, if any. The Contractor shall be required to support an orderly transition to the next contractor no later than the expiration or early termination of this Contract and shall support the requirements for transition as specified in a Department or Eligible User Close-Out Plan.

14 Service Level Agreements

The Contractor shall receive a Purchase Order from each Eligible User which must include a Service Level Agreement (SLA). Each SLA must describe the specific Security Services required by the Eligible User, as well as any unique requirements for service, handling, or management regarding the operation and provision of those Security Services by the Contractor.

Eligible Users may have one or more SLA's depending on how their organization is structured. Eligible User requirements for Security Services may change over the course of the contract. As this occurs, the Eligible User and the Contractor must update the SLA to reflect any changes. The contract issued by the Department shall remain the master agreement allowing for each Eligible User to initiate its own Purchase Order and SLA.

15 Compensation and Pricing

Each Eligible User's Purchase Order must fully detail the compensation for Security Services as well as any potential compensation for Ancillary Services requested by the Eligible User in the SLA regarding the operation and provision of those Security Services by the Contractor.

15.1 Service Level Agreement Pricing

Pricing for Security Services on any resulting SLA will be based on ceiling rates specified in Attachment 7, Pricing Sheet. Eligible Users may negotiate lower rates than those presented in Attachment 7, Pricing Sheet.

16 Detail of Invoices

Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit. The Department and Eligible User reserve the right to request additional documentation.

The Contractor shall establish separate accounts with each Eligible User and shall invoice them directly on a monthly basis or more frequently if requested by the Eligible User. Invoice shall be provided in accordance with the Eligible User's requirements and, at a minimum, include the following details: State Term Contract Number, invoice date, invoice number, an itemization of charges, and additional items as specified by the Eligible User.

Disputed Invoices

If the Eligible User reasonably and in good faith disputes that any portion of any amount claimed by Contractor is payable or has been erroneously paid, then the Eligible User will timely pay any undisputed portion of the amount and will provide Contractor with written notice specifying the disputed amount and the basis for the dispute in reasonable detail. Upon resolution of the disputed portion, any amounts owed to Contractor shall be paid in accordance with section 215.422, Florida Statutes.

17 Payment Processing

Section 215.422, Florida Statutes, provides that Agencies have five (5) business days to inspect and approve goods and services, unless specified otherwise in this contract. If payment is not available within forty (40) business days, measured from the latter of the date the invoice is received, or the services are received, inspected and approved, an interest penalty will be due at a rate as established pursuant to subsection 55.03(1), Florida Statutes, on the unpaid balance from the expiration of such forty (40) calendar day period until such time as the warrant is issued to the Contractor. Invoices returned to the Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Agency. Processing times for other Eligible Users may vary.

17.1 Financial Consequences

In accordance with subsection 287.058(h), Florida Statutes, the Department and Eligible Users must apply financial consequences if the Contractor fails to perform in accordance with the Contract and resulting SLA's. Eligible Users may develop SLA specific financial consequences that will apply to the Contractor.

18 Events of Default

18.1 Contractor Events of Default

Any one or more of the following events shall, after the required notice(s) and opportunity to cure, constitute an "Event of Default" on the part of Contractor hereunder. The following list is not all-inclusive.

Payment

The failure of Contractor to pay any sum of money required by the Eligible User or Department hereunder within ten (10) business days after receipt of written notice from the Department or Eligible User that the sum is due will constitute a breach of contract and can be terminated by the State or the Eligible User.

Performance

Any non-performance provided by the Contractor, which is not cured within a specified period after receipt of written notice thereof by the State shall constitute a default. At the State's exclusive discretion, the period of time afforded for cure may be extended so long as Contractor institutes satisfactory performance and thereafter diligently and continuously pursues satisfactory performance.

18.2 State Remedies

Upon the occurrence of an "Event of Default" on the part of the Contractor, the State is entitled to remedies as stated in Rule 60A-1.006.

18.3 State Event of Default

The State's failure to perform or delay in performing any of the its responsibilities under this Contract will not constitute grounds for termination of the Contract or a SLA by the Contractor except for a failure by the State to timely pay amounts due and owing after a reasonable time to cure.

19 Performance Bond

Contractor shall provide a performance bond if required by the Eligible User as stated in the SLA. The performance bond shall be issued by a bonding company acceptable to the Eligible User for the amount specified in the SLA and payable to the Eligible User.

20 Department Reports

20.1 Transaction Fees and Fee Reporting

The Contractor is required to submit monthly Transaction Fee Reports in electronic format. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Contractor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendors on the MyFloridaMarketPlace website located at http://dms.myflorida.com/mfmp. Assistance is also available with the Transaction Fee Reporting System from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

Failure to provide required reports, including no sales, within the specified timeframes may result in the Contractor being considered in default and may constitute termination of the Contract by the Department.

20.2 Quarterly Reports

The Contractor shall submit a Quarterly Report, 30 days after the end of each quarter (quarters end on September 30th, December 31st, March 30th, June 30th) to the Department Contract Manager.

The Quarterly Report shall be detailed by each Eligible User and a summary report of the details for the contract as a whole. The format of the report and level of detail shall be mutually agreed upon by the Contractor and the Department Contract Manager and shall include at a minimum the following:

a. Contractor's name
b. Reporting period
c. Eligible User's Name
d. Description of services provided for each Eligible User per quarter
e. Total dollar value of services provided per quarter

20.3 Minority Business Report

The Contractor shall include with each quarterly report for the term of the contract, the total spend with certified and other minority business enterprises in association with this Contract. Reports must include the period covered, the name, minority code and federal employer identification number of each minority contractor utilized during the period, amount paid to each minority contractor on behalf of each Eligible User ordering under the terms of this contract.

20.4 Additional Reports

The Contractor shall provide additional ad hoc reports as requested by the Department Contract Manager. These reports shall be provided within three business days of written request unless another deadline is agreed to by Contractor and Department Contract Manager.

20.5 Eligible User Reports

The Contractor shall provide reports to Eligible Users as required in their SLA. The reporting frequency and detail shall be determined by the Eligible User, and in a format mutually agreed upon between the Contractor and Eligible User. All documentation supporting the Eligible User report shall be maintained by the Contractor and provided to the Eligible User upon request.

Attachment 9: Draft Contract
Request For Proposal
No. 05-92121500-J
Security Officer Services, Armed and Unarmed

Between Florida Department of Management Services and Contractor

This Contract is between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), with offices at 4050 Esplanade Way, Tallahassee, FL 32399-0950, and (Contractor).

The Contractor submitted a Proposal to the Department's Request for Proposals (RFP) 05-92121500-J for Security Officer Services, Armed and Unarmed. After evaluation of proposals, the Department determined that the Contractor's proposal provides the best value to the State of Florida and has decided to enter into this Contract.

Accordingly, the Department and Contractor agree as follows:

1 Definitions

In this Contract, terms shall have the meanings stated in Section 1.5 of RFP 05-92121500-J, Definitions. Defined terms in the singular shall include the plural and vice versa, and the masculine, feminine, or neuter gender shall include all genders.

As used in this document, the term "Contract" (whether or not capitalized) shall, unless the context requires otherwise, be considered to be references to this Contract, including the Statement of Work and other Contract Attachments listed in Section 4. Other capitalized terms used in this document and its referenced Attachments shall have the meanings given in Section 1.5 of RFP 05-92121500-J, Definitions. Any other capitalized term(s) used elsewhere in the Contract but not defined in Section 1.5 of RFP 05-92121500-J, Definitions, shall have the meaning given it in the Attachment in which it is used.

2 Initial Contract Term

The Initial Contract Term of this Contract for Security Officer Services, Armed and Unarmed will be for two (2) years. The Initial Contract Term will begin on December 15, 2014, or the date of the last signature on this Contract.

3 Renewal Term(s)

Upon mutual written agreement, the Department and the Contractor may renew this Contract, in whole or in part, for a Renewal Term not to exceed three (3) years, pursuant to the provision in Section 26 of Form PUR 1000.

4 Contract

This Contract, together with the following attached documents, sets forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

All attachments to this Contract are incorporated in their entirety into, and form part of, this Contract. The Contract has the following Attachments:

a) Definitions, Section 1.5 of RFP 05-92121500-J.
b) General Contract Conditions, Form PUR 1000 (10/06).
c) Special Contract Conditions, Attachment 8 of RFP 05-92121500-J.
d) Statement of Work, Attachment 1 of RFP 05-92121500-J.
e) Cost Proposal, Attachment 7 of RFP 05-92121500-J.

In case of conflict, the terms of this Contract shall control. If a conflict exists among any of the attached documents, the documents shall have priority in the order listed below:

a) The Contract.
b) Definitions, Section 1.5 of RFP 05-92121500-J.
c) Special Contract Conditions, Attachment 8 of RFP 05-92121500-J.
d) General Contract Conditions, Form PUR 1000 (10/06).
e) Statement of Work, Attachment 1 of RFP 05-92121500-J.
f) The Contractor's Proposal to RFP 05-92121500-J.

5 Statement of Work

The Services to be timely rendered by the Contractor pursuant to this Contract are defined and described in detail in Statement of Work, Attachment 1 of RFP 05-92121500-J.

6 Amendments

No oral modifications to this Contract are acceptable. All modifications to this Contract must be in writing and signed by both parties. Any future amendments to the Contract that alter the definition of the Services will define the Services in the same format as Statement of Work, Attachment 1 of RFP 05-92121500-J.

Notwithstanding the order listed in section 4, amendments executed after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

This Contract is executed upon signature of authorized officers as of the dates signed below:

State of Florida,
Department of Management Services

Kelley Scott, Director of State Purchasing

Date

Approved as to form and legality
by the Department Office of the General Counsel

By: [insert name]

Date

Contractor
[insert name]

Signature

Print Name

Date

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

State Term Contract
No. 92121500-14-01
Security Officer Services, Armed and Unarmed

Pricing Sheet

Please refer to Attachment I, Statement of Work, Sections 7 & 8 for a description of Security Officer levels, commitment and hours												
Service Description	**Unit of Service**	**Region 1**	**Region 2**	**Region 3**	**Region 4**	**Region 5**	**Region 6**	**Region 7**	**Region 8**	**Region 9**	**Region 10**	**Region 11**
Security Officer Levels												
Long Term Commitment (One or more years)												
Full Time												
Level I Security Officer	Hour	$17.59	$17.49	$17.49	$17.49	$17.68	$17.77	$17.68	$17.68	$18.36	$18.34	$18.43
Level II Security Officer	Hour	$21.61	$21.51	$21.51	$21.51	$21.74	$21.83	$21.74	$21.74	$21.64	$21.67	$21.73
Level III Security Officer	Hour	$23.61	$23.49	$23.49	$23.49	$23.72	$23.83	$23.72	$23.72	$23.61	$23.64	$23.71
Level IV Security Officer	Hour	$29.18	$29.04	$29.04	$29.04	$29.31	$29.45	$29.31	$29.31	$29.15	$29.20	$29.29
Level V Security Officer (supervisor)	Hour	$32.55	$32.40	$32.40	$32.40	$32.71	$32.86	$32.71	$32.71	$32.50	$32.58	$32.68
Level VI Security Officer (project manager)	Hour	$41.14	$41.09	$41.09	$41.09	$41.05	$41.09	$41.05	$41.05	$41.24	$41.07	$41.07
Part Time												
Level I Security Officer	Hour	$17.59	$17.49	$17.49	$17.49	$17.68	$17.77	$17.68	$17.68	$18.36	$18.34	$18.43
Level II Security Officer	Hour	$21.61	$21.51	$21.51	$21.51	$21.74	$21.83	$21.74	$21.74	$21.64	$21.67	$21.73
Level III Security Officer	Hour	$23.61	$23.49	$23.49	$23.49	$23.72	$23.83	$23.72	$23.72	$23.61	$23.64	$23.71
Level IV Security Officer	Hour	$29.18	$29.04	$29.04	$29.04	$29.31	$29.45	$29.31	$29.31	$29.15	$29.20	$29.29
Level V Security Officer (supervisor)	Hour	$32.55	$32.40	$32.40	$32.40	$32.71	$32.86	$32.71	$32.71	$32.50	$32.58	$32.68

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
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State Term Contract
No. 92121500-14-01
Security Officer Services, Armed and Unarmed

Service Description	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Level VI Security Officer (project manager)	Hour	$41.14	$41.09	$41.09	$41.09	$41.05	$41.09	$41.05	$41.05	$41.24	$41.07	$41.07
Occasional												
Level I Security Officer	Hour	$24.63	$24.49	$24.49	$24.49	$24.75	$24.88	$24.75	$24.75	$25.70	$25.68	$25.80
Level II Security Officer	Hour	$30.25	$30.11	$30.11	$30.11	$30.44	$30.56	$30.44	$30.44	$30.30	$30.34	$30.42
Level III Security Officer	Hour	$33.05	$32.89	$32.89	$32.89	$33.21	$33.36	$33.21	$33.21	$33.05	$33.10	$33.19
Level IV Security Officer	Hour	$40.85	$40.66	$40.66	$40.66	$41.03	$41.23	$4.03	$41.03	$40.81	$40.88	$41.01
Level V Security Officer (supervisor)	Hour	$45.57	$45.36	$45.36	$45.36	$45.79	$46.00	$45.79	$45.79	$45.50	$45.61	$45.75
Level VI Security Officer (project manager)	Hour	$41.14	$41.09	$41.09	$41.09	$41.05	$41.09	$41.05	$41.05	$41.24	$41.07	$41.07
Short Term Commitment (Less than one year)												
Full Time												
Level I Security Officer	Hour	$17.59	$17.49	$17.49	$17.49	$17.68	$17.77	$17.68	$17.68	$18.36	$18.34	$18.43
Level II Security Officer	Hour	$21.61	$21.51	$21.51	$21.51	$21.74	$21.83	$21.74	$21.74	$21.64	$21.67	$21.73
Level III Security Officer	Hour	$23.61	$23.49	$23.49	$23.49	$23.72	$23.83	$23.72	$23.72	$23.61	$23.64	$23.71
Level IV Security Officer	Hour	$29.18	$29.04	$29.04	$29.04	$29.31	$29.45	$29.31	$29.31	$29.15	$29.20	$29.29

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
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State Term Contract
No. 92121500-14-01
Security Officer Services, Armed and Unarmed

Service Description	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Level V Security Officer (supervisor)	Hour	$32.55	$32.40	$32.40	$32.40	$32.71	$32.86	$32.71	$32.71	$32.50	$32.58	$32.68
Level VI Security Officer (project manager)	Hour	$41.14	$41.09	$41.09	$41.09	$41.05	$41.09	$41.05	$41.05	$41.24	$41.07	$41.07
Part Time												
Level I Security Officer	Hour	$17.59	$17.49	$17.49	$17.49	$17.68	$17.77	$17.68	$17.68	$18.36	$18.34	$18.43
Level II Security Officer	Hour	$21.61	$21.51	$21.51	$21.51	$21.74	$21.83	$21.74	$21.74	$21.64	$21.67	$21.73
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Level IV Security Officer	Hour	$29.18	$29.04	$29.04	$29.04	$29.31	$29.45	$29.31	$29.31	$29.15	$29.20	$29.29
Level V Security Officer (supervisor)	Hour	$32.55	$32.40	$32.40	$32.40	$32.71	$32.86	$32.71	$32.71	$32.50	$32.58	$32.68
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Occasional												
Level I Security Officer	Hour	$24.63	$24.49	$24.49	$24.49	$24.75	$24.88	$24.75	$24.75	$25.70	$25.68	$25.80
Level II Security Officer	Hour	$30.25	$30.11	$30.11	$30.11	$30.44	$30.56	$30.44	$30.44	$30.30	$30.34	$30.42
Level III Security Officer	Hour	$33.05	$32.89	$32.89	$32.89	$33.21	$33.36	$33.21	$33.21	$33.05	$33.10	$33.19
Level IV Security Officer	Hour	$40.85	$40.66	$40.66	$40.66	$41.03	$41.23	$41.03	$41.03	$40.81	$40.88	$41.01

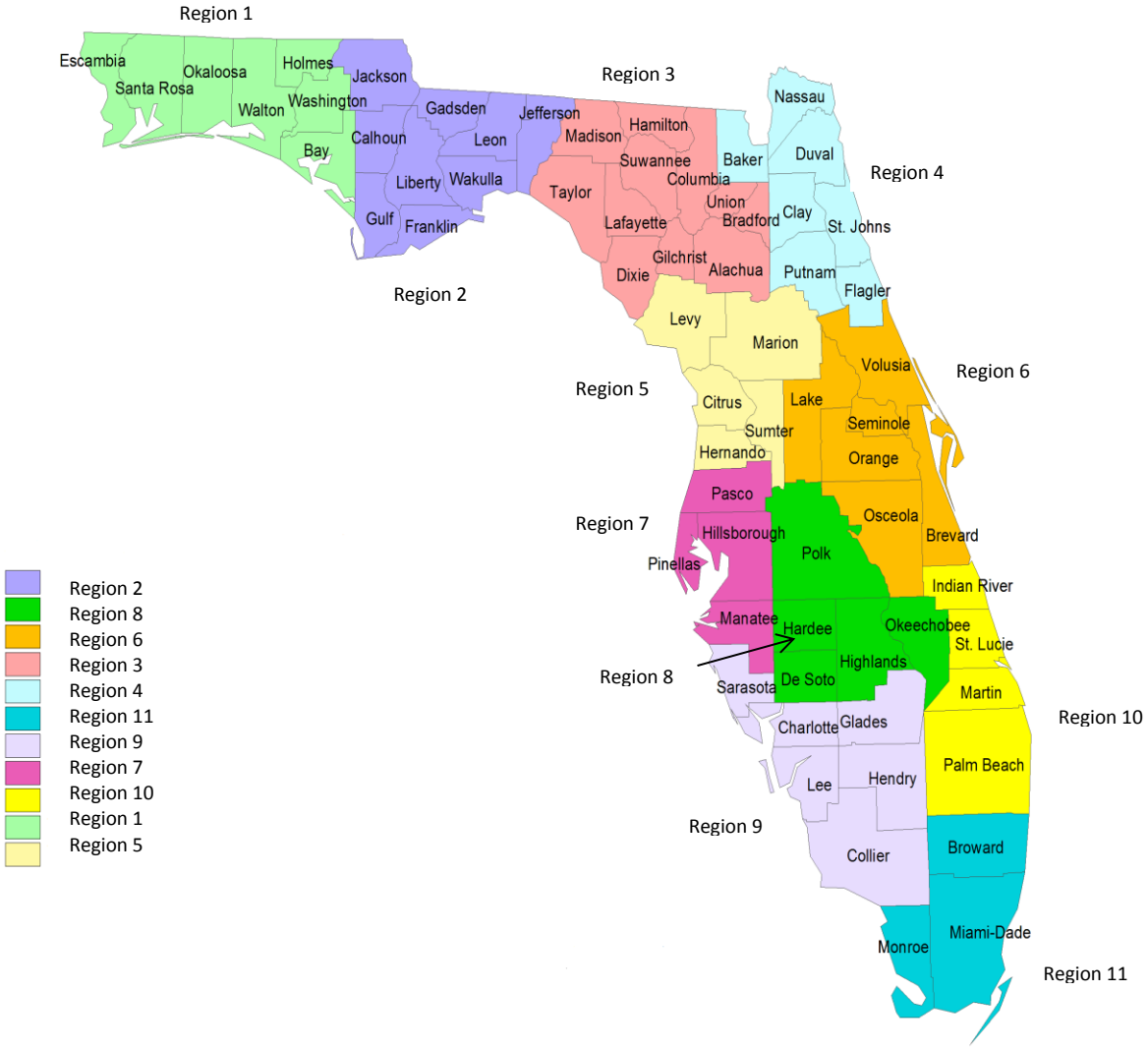
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
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State Term Contract
No. 92121500-14-01
Security Officer Services, Armed and Unarmed

Service Description	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Level V Security Officer (supervisor)	Hour	$45.57	$45.36	$45.36	$45.36	$45.79	$46.00	$45.79	$45.79	$45.50	$45.61	$45.75
Level VI Security Officer (project manager)	Hour	$41.14	$41.09	$41.09	$41.09	$41.05	$41.09	$41.05	$41.05	$41.24	$41.07	$41.07
Ancillary Services												
Audio and video surveillance (interactive - remote)	Daily								$600.00			
Vehicles - SUV	Daily	$74.00		$74.00	$74.00	$74.00	$74.00	$74.00	$74.00	$74.00	$74.00	$74.00
Audio and video surveillance (interactive - remote)	Monthly	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00		$4,000.00	$4,000.00	$4,000.00
K-9	Monthly	$1,948.89	$1,948.89	$1,948.89	$1,948.89	$1,948.89	$1,948.89	$1,948.89	$1,948.89	$1,948.89	$1,948.89	$1,948.89
Vehicles - golf cart	Monthly	$357.00	$357.00	$357.00	$357.00	$357.00	$357.00	$357.00	$357.00	$357.00	$357.00	$357.00
Vehicles - SUV	Monthly											$1,619.44

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
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Region Map
State Term Contract 92121500-14-01
Security Officer Services, Armed and Unarmed



Service Regions
State Term Contract 92121500-14-01
Security Officer Services, Armed and Unarmed

Region 1	**Region 2**	**Region 3**	**Region 4**
Bay Escambia Holmes Okaloosa Santa Rosa Walton Washington	Calhoun Franklin Gadsden Gulf Jackson Jefferson Leon Liberty Wakulla	Alachua Bradford Columbia Dixie Gilchrist Hamilton Lafayette Madison Suwannee Taylor Union	Baker Clay Duval Flagler Nassau Putnam St. Johns
Region 5	**Region 6**	**Region 7**	**Region 8**
Citrus Hernando Levy Marion Sumter	Brevard Lake Orange Osceola Seminole Volusia	Hillsborough Manatee Pasco Pinellas	De Soto Hardee Highlands Okeechobee Polk
Region 9	**Region 10**	**Region 11**	
Charlotte Collier Glades Hendry Lee Sarasota	Indian River Martin Palm Beach St. Lucie	Broward Miami-Dade Monroe	

Legislation Details (With Text)

File #:	18-661	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Public Hearing
File created:	12/20/2018			**In control:**	City Council
On agenda:	1/23/2019			**Final action:**	
Title:	Postpone until the regular City Council meeting of February 13, 2019 consideration of the Lakeside Palms West Preliminary Subdivision. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Legal Ad - Lakeside Palms West				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 10, 2019
Agenda Date: January 23, 2019
Prepared By: Dodie Selig, Planning and Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Postpone until the regular City Council meeting of February 13, 2019 consideration of the Lakeside Palms West Preliminary Subdivision.

BACKGROUND:

This item is not ready for consideration. Staff requests the City Council postpone this item until the February 13, 2019 City Council meeting to preserve advertisement.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning and Zoning Board recommended approval of the Lakeside Palms West Preliminary

Subdivision at its December 5, 2018 Meeting. This item was postponed at the regular City Council meetings of December 12, 2018 and January 9, 2019.

RECOMMENDED MOTION:

Postpone until the regular City Council meeting of February 13, 2019 consideration of the Lakeside Palms West Preliminary Subdivision.

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003260828
Pymt Method Invoice
Net Amt: $266.18

Run Times: 1

No. of Affidavits: 1

Run Dates: 11/21/18

Text of Ad:

AD#3260828, 11/21/2018
CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING
BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE
FOLLOWING:

A. APPROVAL OF A PRELIMINARY SUBDIVISION (London Cove) consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to develop the existing vacant site as a mixed residential/commercial project, containing 6 commercial parcels along SR524 and a single parcel for future residential development to the south. The subject property is located on the south side of SR 524, immediately west of the Cocoa Commons shopping center and across from London Blvd., and contains +/- 21 acres. The property is identified by Parcel #'s: 24-36-18-00-502 and 24-36-18-00-500.1.

B. APPROVAL OF A PRELIMINARY SUBDIVISION (The Cottages) consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to construct 18 townhomes on three (3) parcels of land (Parcel #'s: 24-36-33-80-20-5, 24-36-33-80-20-4, and 24-36-33-80-20-2) totaling 1.03 acres and located on the north side of Rosa L. Jones Drive between Florida Avenue and John Garren Lane.

C. APPROVAL OF A DEVELOPMENT AGREEMENT / PRELIMINARY SUBDIVISION / LARGE SCALE SITE PLAN (Lakeside Palms West) consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to develop the existing vacant site as a single family subdivision project containing 87 residential lots. A rezone from RU-1-7 to RU-2-15 for this project will also be considered at the same hearings, which was separately advertised. The subject property is located on the west side of Clearlake Road, approximately 0.25 miles south of State Road 520 (West King Street) and contains +/- 27.62 acres. The property is identified by Parcel #: 24-36-31-00-750.

PLANNING & ZONING BOARD/ LOCAL
PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
DECEMBER 5, 2018
AT 6:00 P.M. OR SOON THEREAFTER IN
THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE
ITEMS ON
DECEMBER 12, 2018
AT 6:00 P.M. OR SOON THEREAFTER IN
THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and

5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

Legislation Details (With Text)

File #:	18-662	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Public Hearing
File created:	12/20/2018			**In control:**	City Council
On agenda:	1/23/2019			**Final action:**	
Title:	Postpone until the regular City Council Meeting of February 13, 2019 consideration of the London Cove preliminary subdivision. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Legal Ad - London Cove				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 10, 2019
Agenda Date: January 23, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Postpone until the regular City Council Meeting of February 13, 2019 consideration of the London Cove preliminary subdivision.

BACKGROUND:

This item is not ready for consideration. Staff requests that City Council postpone consideration of the London Cove preliminary subdivision until the February 13, 2019 City Council meeting to preserve advertisement.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval of the Preliminary Subdivision with conditions

at the December 5, 2018 meeting. This item was postponed at the regular City Council meetings on December 12, 2018 and January 9, 2019.

RECOMMENDED MOTION:

Postpone until the regular City Council Meeting of February 13, 2019 consideration of the London Cove preliminary subdivision.

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Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003260828
Pymt Method Invoice
Net Amt: $266.18

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No. of Affidavits: 1

Run Dates: 11/21/18

Text of Ad:

AD#3260828, 11/21/2018
CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING
BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE
FOLLOWING:

A. APPROVAL OF A PRELIMINARY SUBDIVISION (London Cove) consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to develop the existing vacant site as a mixed residential/commercial project, containing 6 commercial parcels along SR524 and a single parcel for future residential development to the south. The subject property is located on the south side of SR 524, immediately west of the Cocoa Commons shopping center and across from London Blvd., and contains +/- 21 acres. The property is identified by Parcel #'s: 24-36-18-00-502 and 24-36-18-00-500.1.

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C. APPROVAL OF A DEVELOPMENT AGREEMENT / PRELIMINARY SUBDIVISION / LARGE SCALE SITE PLAN (Lakeside Palms West) consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to develop the existing vacant site as a single family subdivision project containing 87 residential lots. A rezone from RU-1-7 to RU-2-15 for this project will also be considered at the same hearings, which was separately advertised. The subject property is located on the west side of Clearlake Road, approximately 0.25 miles south of State Road 520 (West King Street) and contains +/- 27.62 acres. The property is identified by Parcel #: 24-36-31-00-750.

PLANNING & ZONING BOARD/ LOCAL
PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
DECEMBER 5, 2018
AT 6:00 P.M. OR SOON THEREAFTER IN
THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE
ITEMS ON
DECEMBER 12, 2018
AT 6:00 P.M. OR SOON THEREAFTER IN
THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

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5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

Legislation Details (With Text)

File #:	18-663	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	12/20/2018			**In control:**	City Council
On agenda:	1/23/2019			**Final action:**	
Title:	Pass on Second/Final Reading Ordinance 13-2018: A Zoning Map Amendment for approximately 27.62 acres of land from RU-1-7 (Single Family Residential) to RU-2-15 (Multiple-Family Residential), subject to a Development Agreement between the City of Cocoa and Victory Judgment, LLC. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 13-2018 - Lakeside Palms West Exhibit A - Legal Description and Map - Lakeside Palms West Exhibit B - Concept Plan - Lakeside Palms West Binding Development Agreement - Lakeside Palms West legal ad proof - Rezone (Lakeside Palms West)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 8, 2019
Agenda Date: January 23, 2019
Prepared By: Dodie Selig, Planning and Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Pass on Second/Final Reading Ordinance 13-2018: A Zoning Map Amendment for approximately 27.62 acres of land from RU-1-7 (Single Family Residential) to RU-2-15 (Multiple-Family Residential), subject to a Development Agreement between the City of Cocoa and Victory Judgment, LLC.

BACKGROUND:

The Applicant, Morgan & Associates Consulting Engineers, Surveyors Inc., on behalf of the property owner, Victory Judgement LLC, requests an amendment to the Zoning Map designation of approximately 27.62 acres of land from RU-1-7 (Single Family Residential) to RU-2-15 (Multiple-Family Residential) as depicted on Exhibit ‘A’. The applicant intends to construct a single-family subdivision with 87 lots (approximately 5 units per acre).

The subject property was annexed from Brevard County in 2003 along with a number of other surrounding unincorporated properties totaling 235 acres which was adopted through City Council action in October 2004 and had an AU/Agricultural zoning designation. The City rezoned to RR-1 (Rural Residential) District to preserve the agricultural character. On April 11, 2006 the City Council

approved a rezoning of the property from RR-1 to RU-1-7 (Single Family Residential) District in Ordinance 15-2006.

RU-1-7 is a low-density residential zoning designation which allows up to 7 single-family dwelling units per acre and prescribes minimum bulk regulations. The RU-1-7 district allows only single-family dwellings as principal uses, with certain residential accessory structures. The RU-2-15 zoning designation would allow up to 15 multiple-family dwelling units for two-story structures, single-family and multi-family dwellings of not more than three units per building, and townhouse residential subdivisions as principal uses. However, for single-family development the RU-2-15 bulk regulations, minimum living areas, and minimum yard requirements are regulated by RU-2-10 standards, which do not require provisions for tree preservation and usable common open space and recreational facilities.

Importantly, however, this application for rezoning shall be considered in conjunction with a binding Development Agreement, which limits the uses that may be constructed on the Property to single-family development. Accordingly, although more intense uses are generally allowed through RU-2-15 zoning, those uses will not be permitted to be constructed in this case. Further, the analysis below assumes that the Development Agreement conditions with respect to single-family development will be maintained and only analyzes the impact of the permitted single-family density increase rather than the highest possible uses in the RU-2-15 district.

As stated above, single-family development in the RU-2-15 district is regulated by Article XI, Section 4A of the Zoning Code, the RU-2-10 district. The intent of the RU-2-10 (Low-Density, Single-Family and Multiple-Family District) zoning district is “to apply to an area of mixed, low-density, multi-family and single-family residential development in close proximity to major collector and arterial streets” RU -2-10 was intended to promote compact urban infill development and primarily used in the Heart of Cocoa and older grid-designed neighborhoods, which are already close to urban amenities and services. Utilization of RU-2-10 standards in the development of new subdivisions with smaller lot sizes of 5,000 square feet (minimum lot width 50 ft. and minimum lot depth 100 ft.) without corresponding shared amenities can result in single-family housing without a sense of community and prone to economic depression.

For that reason, on October 24, 2018, the Cocoa City Council gave direction to staff to prepare an amendment to the Zoning Ordinance of the City of the Cocoa specifically related to developing single -family housing utilizing the provisions of the RU-2-10 zoning district regulations outside of the Heart of Cocoa and other infill and or redevelopment areas. This amendment will be placed on a future P&Z Board agenda for consideration.

Because the application for this rezone was already received by the time the City Council gave its direction to staff on October 24, 2018, the applicant agreed to enter into a Development Agreement, taking into consideration the City Council’s direction. The Development Agreement restricts future development on the property to single-family construction based on RU-2-10 lot standards, but requires the developer to provide amenities for the future subdivision. Specifically, a tot lot, benches, pavilion and multi-use field, a pedestrian crosswalk, boardwalk and viewing deck over water, and a board walk and viewing deck over wetland area will be provided. The creation of common amenities reduces the number of homes from 89 to eighty-seven (87). The applicant submitted a revised Site Plan (Exhibit “B”) showing the proposed subdivision inclusive of the wetland conservation area and the 2 tracts dedicated to open space and recreation.

Background information related to Home Rule Powers Development Agreements:

The Florida Municipal Home Rule Powers Act, ss. 166.011, et seq., and specifically, Section 166.021, Florida Statutes, grant to municipalities the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and permit the exercise of any power for municipal purposes, except when expressly prohibited by law. This statute is construed as to secure for municipalities the broad exercise of home rule powers granted by the Florida Constitution. In accordance with these broad powers, the City of Cocoa adopted Section 15-21 of the City Code, which authorizes the City Council to enter into development agreements pursuant to its home rule powers. Adoption or modification of a development agreement is determined to be a legislative act of the city in the furtherance of its power to zone, comprehensively plan, and regulate development within its boundaries. Sec. 15-20, City Code. Any such "Home Rule Powers Development Agreement" shall be subject to the standards in Section 15-21 of the City Code:

> **Sec. 15-21. - Home rule powers development agreements.**
> (a) Notwithstanding the city council's right to enter into statutory development agreements pursuant to F.S. ch. 163 and this chapter, the city council shall also have the right to enter into development agreements pursuant to the Florida Municipal Home Rule Powers Act. Such agreements shall provide for terms and conditions deemed necessary by the city council. Any agreement may also provide for variances or waivers from any applicable land development regulation of the city, provided the owner of real property demonstrates a bona fide need for the variance or waiver and agrees to provide significant enhancements to the subject property in exchange for the variance or waiver. The enhancements must significantly bring the overall quality of the proposed development above and beyond the minimum requirements set forth in the land development regulations, must be consistent with the city's comprehensive plan, and must serve the public health, safety, and welfare of the citizens and visitors of the city.
> (b) The provisions contained in section 15-20 shall apply to any agreement entered into under this section.

The following table summarizes the current FLUM and Zoning designations for the adjacent parcels:

Future Land Use:	Current: Low Density Residential		
Zoning District(s):	Current: RU-1-7 (Single Family Residential) Proposed: R Residential		
Existing Land Use:	Vacant Land		
Council District:	District 1 - Councilmember Alex Goins		
Overview of Surrounding Area:			
	Future Land Use Designations	**Zoning Districts**	**Land Uses**
North	Agricultural Residential (County);	AU (County)	Agricultural Use (existing farm)
South	Very Low Density Residential (City	AU (County)	Vacant land
East	Medium Density Residential (City)	RU-2-15	Single-Family Residential (Vacant land - currently und construction)

West	Medium Density Residential (City)	RU-2-15	Vacant land

Rezoning Analysis

Consistency with Code of the City of Cocoa

In accordance with Appendix 'A' of the City of Cocoa, Article XXII, Section 1(G), the following criteria are to be considered in the review of an application for a rezoning:

a. The proposed change is contrary to the established land use pattern.

Staff Response: The proposed zoning change is consistent with the established land use patterns for many properties lying adjacent to and along Clearlake Road. The subject property lies west of an established medium density single family subdivision (Lakeside Palms East), and east of another proposed medium density development. This medium density development is the subject of a Binding Development Agreement, which allows a combination of 55+ residential, individually-owned condominiums or detached units; an Adult Congregate Living Facility (ACLF); and an independent living facility to be constructed. Lakeside Palms East has received final plat approval. A Binding Development Agreement, future land use amendment and rezone were approved for the ACLF development to the west. Neither development has been constructed yet. The property lying to the North of the subject property is zoned AU- agricultural use, with an agricultural-residential land use, and the property lying to the South is zoned AU with a very low residential land use designation. Because of the development of medium density uses to the east and west and because the proposed Development Agreement with the applicant limits the possible uses to single-family residential uses, staff does not view the application as conflicting with the established land use pattern in the vicinity.

b. The proposed change would create an isolated district unrelated to adjacent and nearby districts.

Staff Response: The proposed change will not create an isolated district unrelated to adjacent and nearby districts. The adjacent property to the East and West already has an approved RU-2-15 zoning classification, with a Medium Density Residential Land Use designation. In addition, the AU-zoned properties are also permitted to have single-family residential uses upon them. This specific request would be in harmony with the adjoining properties' permitted uses and zoning districts.

c. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

Staff Response: As noted above, although this property is proposed to be rezoned to RU-2-15, the rezone is not accompanied by a corresponding request to amend the future land use, which shall remain Low Density Residential with a maximum density of 7 units per acre. (Note that some exceptions in the City's Comprehensive Plan exist to allow up to 12 units per acre in the Low Density Residential designation, but none apply here.) Because this rezone is accompanied by a Development Agreement limiting the construction to the residential subdivision plans attached thereto, the maximum density for the proposed rezone to RU-2-15 shall be approximately 5 units per acre, consistent with the Future Land Use Element of the Comprehensive Plan. The proposed project includes approximately 9.58 acres of wetland, which is not developable and therefore not included in the density calculation. With a density of approximately 5 units per acre, which is less than permitted by the existing future land use designation for the property, staff does not believe that the proposed change will materially alter the population density pattern in the area.

d. Whether or not existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Staff Response: The existing district boundaries are currently logically drawn in relation to the subject property's boundary line and is consistent with the existing future land use designation of the property.

e. Whether or not the proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Staff Response:

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Future Land Use Element:
The proposed change will not be contrary to the Future Land Use Map and Future Land Use Element of the Comprehensive Plan, which permits the densities proposed and specified in the binding Development Agreement. The Comprehensive Plan permits a maximum density of 7 units per acre. Due to the binding Development Agreement, the maximum density to be achieved with the rezone to RU-2-15 will be approximately 5 units per acre, well below a maximum 15 units per acre under ordinary RU-2-15 zoning. The proposed land uses shall be restricted by the Development Agreement to single-family detached housing. Further, this area shall remain buffered from the nuisance effects of higher intensity uses and major traffic corridors because of its location and the future land use of medium density residential and agricultural residential for surrounding properties.

> **Policy 1.1.2.3: Low Density Residential (LDR).** Low-density residential areas are neighborhoods of single family detached housing, limited multiple family attached housing and limited clustered single family attached housing. Institutional, open space and recreational uses are also allowed in this category. The following criteria shall be used for determining appropriate locations for low density residential areas.
>
> > A. Low-density residential areas shall be buffered from the nuisance effects of higher intensity uses and major traffic corridors.
> >
> > B. Low density residential developments should be located in areas where more intensive development would be unwarranted due to environmental constraints, incompatible with surrounding land uses, or where criteria set forth in Paragraph c, below, cannot be met.
>
> (The remainder of Policy 1.1.2.3 refers to planned residential developments and clustered, single-family attached housing and is therefore not applicable.)

Conservation Element:

> In addition, wetlands shall be protected as provided in the Conservation Element of the Comprehensive Plan. Specifically, upland buffers shall be preserved as required in Policy 12.1.6.15 and passive recreation, including overwater recreation paths, are permitted uses in the wetland.
>
> **Policy 12.1.6.15:** Wetlands and wetland functions shall be protected and conserved by restricting direct and indirect development impacts.
>
> A. General.
>
> 1. The City shall avoid, or when unavoidable, minimize development impacts on wetlands; direct incompatible land uses away from wetlands; require wetland buffers; allow wetland losses only where all reasonable measures have been applied to avoid such losses; and allow for effective mitigation.
>
> 2. Land use planning and site design shall support development patterns that minimize the impact of development on wetlands.
> …
>
> C. New development and redevelopment with no significant impact. New development and redevelopment having no significant impact on the net wetland functions shall be permitted. They include only the following:
>
> 1. Water dependent uses. Water dependent uses as defined by Rule 9J-5.003(137) F.A.C.
>
> 2. Passive recreation. Walking nature trails or elevated wooden boardwalks designed to minimize wetland system disturbance and to provide limited access for passive recreation or access to other portions of the site or adjacent waters, which are otherwise inaccessible.
>
> . . .
>
> E. Upland buffers.

1. General. Upland buffers are considered an integral component of a functioning wetland and shall be afforded the same types and levels of protection as the wetland itself. Upland buffers shall not be developed, cleared, or landscaped that would decrease their effectiveness in supporting wetland functions, and shall not include turfed, landscaped, or impervious surfaces.

2. Minimum width. Where wetlands exist, upland buffers shall be provided at a minimum width of fifteen (15) feet and an average width of twenty-five (25) feet beyond the perimeter of the wetland.

3. Encroachment. Encroachment into upland buffers for the purpose of hydrologic connection of drainage systems and creation of mitigation areas shall be permitted and shall not require additional buffering compensation.

4. Additional requirement. The City may require the extension of upland buffers beyond twenty-five (25) feet if necessary to connect isolated wetlands with other protected wetlands existing within one-hundred (100) feet depending on the existence of listed species and habitat valuation.

5. Average width exception. Uplands buffer widths may be adjusted downward below the required minimum average on a case-by-case basis if the developable portion of existing lots of record as of December 1, 2003 does not have sufficient size or dimensions to allow for a reasonable use of the property based on the designated future land use category. In this instance, the remaining upland buffers shall be enhanced with native species to minimize development impacts and enhance the functioning value of the wetlands buffer area.

6. Passive recreation. The City may approve, as appropriate, minimal use in clearing for nature trails and other passive recreational uses compatible with the purpose of the buffer zone.

In addition, the property is located within the AE Zone (100-year floodplain). Accordingly, a number of Comprehensive Plan policies related to development in a floodplain are applicable. To avoid repetition, see the discussion of drainage in section i. below.

f. Whether or not changed or changing conditions make the passage of the proposed amendment necessary.

Staff Response: As described above, recent changes in nearby properties have occurred, including (a) the final plat approval of a residential subdivision based on RU-2-15 zoning to the east; and (b) the future land use amendment and rezoning of property to the west to allow for a mixed-use development, including an ACLF, single -family and independent living units. While these changed conditions do not make the proposed amendment necessary as the property could be developed with single-family residential homes under the existing zoning, they do support the requested rezone, which will be consistent with the surrounding land uses.

g. Whether or not the proposed change will adversely influence living conditions in the neighborhood.

Staff Response. The requested zoning change is not expected to negatively impact living conditions, however the addition of 87 single family homes will result in an increase in traffic counts on Clearlake Road as well as an increased number of children in the local school system. A School Capacity Availability Determination Letter was received from the Brevard County School Board for this project. It indicates that at this time Saturn Elementary School is not projected to have enough capacity for the total projected number of students from this subdivision. However, the adjacent schools concurrency service areas can provide sufficient capacity for the project.

h. Whether or not the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Staff Response: The proposed development project would add 87 new housing units which in turn would generate roughly 870 additional daily trips, based on an average of 9.57 vehicle trips per dwelling unit (on a weekday) as established by the Institute of Transportation Engineers (ITE) Trip Generation Manual (7th Edition).

The minimum LOS for SR501 (Clearlake Road) is D. The Space Coast TPO Traffic Counts Report for 2017 indicates that for the SR520 to Pluckebaum segment of Clearlake Road, the average annual daily traffic trips is

4,750 and it is classified as Urban Major Collector. Based on the Current Maximum Acceptable Volume (15,600) established by the Space Coast TPO, and including the projected 1,005 trips to be added by the Lakeside Palms subdivision to the east, there is sufficient capacity on SR501 (Clearlake Road) to support this development.

j. Whether or not the proposed change will create a drainage problem.

Staff Response: This property is located within the AE Zone (100-year floodplain). Therefore, the following Comprehensive Plan Policies apply:

Future Land Use Policy 1.1.7.4: Flood plains and floodways shall be identified during the development review process and development shall be limited consistent with FEMA requirements.

Stormwater Management Policy 6.1.3.6: Except as provided in Future Land Use Element Policy 1.1.2.7 (H), flood control for new development will be accomplished through the limitation of fill in the 100-year floodplain when economically feasible. In cases where there is no practical alternative to fill in the 100-year floodplain, compensatory storage shall be provided through excavation of a volume equivalent to the loss of storage within the 100-year floodplain resulting from the placement of fill in adjacent upland areas (above the 100-year floodplain) where such compensatory storage can be accomplished in an environmentally sound and economically feasible manner.

Conservation GOAL 12.1: Conserve, protect and appropriately manage the natural resources and environmentally sensitive areas of the City of Cocoa to ensure the highest environmental quality possible.

Objective 12.1.1: Environmentally Sensitive Areas. At a minimum, Environmentally Sensitive Areas shall contain one or more of the following natural resources:

A. Rare, threatened or endangered wildlife and/or vegetation, e.g., wildlife (scrub jay, osprey, manatee); vegetation (American chaffseed). A complete list is defined by the U.S. Fish and Wildlife Service, Florida Fish and Wildlife Conservation Commission and the East Central Florida Regional Planning Council;
B. Rare and unique upland habitat or Florida Natural Areas Inventory (FNAI) “imperiled” or “critically imperiled” communities, e.g., sand pine scrub;
C. Wetlands or deepwater habitats;
D. Special geologic formations;
E. Artifacts of archaeological or historic significance;
F. Within floodways and areas subject to flooding.

Policy 12.1.1.1: The City shall coordinate with appropriate governmental entities to protect environmentally sensitive lands which extend into adjacent municipalities. This coordination shall include the Florida Natural Areas Inventory, East Central Florida Regional Planning Council (ECFRPC), the Florida Fish and Wildlife Conservation Commission, St. John’s River Water Management District (SJRWMD) and based on the information generated from the data.

Policy 12.1.6.3: Areas of natural habitat within the 100-year floodplain shall be given priority consideration in the identification of lands that address passive recreational demand and open space objectives, except in those instances where a proposed development is determined by the City to be consistent with the Goals, Objectives and Policies of the Future Land Use Element.

Policy 12.1.6.4: In order to reduce the adverse consequences of floodplain development and simultaneously encourage the conservation of natural habitat, the City's Flood Damage Prevention ordinance shall be amended to discourage construction in the floodplain, unless the proposed construction is expressly authorized by this Comprehensive Plan. Development plans shall preserve the natural functions of floodplains when practical. Compensatory storage for fill placed within the floodplain shall be allowed only when the applicant demonstrated the absence of adverse consequences of compensatory storage and demonstrates compliance with other applicable provisions of this Comprehensive Plan.

Objective 12.1.9: Floodplain Management. The City shall protect the flood storage and conveyance functions of the 100-year floodplain.

Policy 12.1.9.1: In order to reduce the adverse consequences of floodplain development and simultaneously encourage the conservation of natural habitat, the City's Flood Damage Prevention ordinance shall be updated

as needed to maintain compliance with the National Flood Insurance Program and to discourage construction in the floodplain, unless the proposed construction is expressly authorized by this Comprehensive Plan. Developmental plans shall preserve the natural functions of floodplains when practical. The provision of compensatory storage for fill placed within the floodplain shall be allowed only when the applicant demonstrates the absence of adverse consequences of compensatory storage and demonstrates compliance with other applicable provisions of this Comprehensive Plan.

Policy 12.1.9.2: Developers shall be encouraged to incorporate those portions of sites that are within the 100-year floodplain as open space preservation.

Policy 12.1.9.3: The City shall promote wetlands preservation and non-structural floodplain management by encouraging the use of isolated wetlands as detention areas, where such use is consistent with good engineering practice and does not significantly degrade the ecological value of wetlands. Pre-treatment of stormwater run-off by diversion of the "first flush" shall be required prior to discharge to wetland detention areas.

Policy 12.1.9.4: The City shall encourage public and private agencies, including but not limited to the Florida Department of Environmental Protection, the Florida Game and Freshwater Fish Commission, the St. Johns River Water Management District, The Nature Conservancy, The Trust for Public Lands and Brevard County, in acquiring wetlands and floodplains.

As previously noted in Section e., development on the subject property shall be in accordance with Policy 12.1.6.15 regarding wetland protection. Because the subject property is severely environmentally constrained, the western wetland portion of the property will be undevelopable. Accordingly, the proposed rezone to RU-2-15 is not inconsistent with Policies 12.1.9.1 and 12.1.9.2, which encourage the 100-year floodplain to remain as open space. The western portion of the property will remain available only for open space and conservation-related/passive recreation uses.

In addition, all future development activities on the subject property must comply with Chapter 6, Division 3, Flood Damage Prevention, of the Cocoa City Code. This may require a separate floodplain development permit approval in addition to a building permit, as determined by the floodplain administrator. Sec. 6-323. Any adverse consequences of compensatory storage for development east of the wetland must be addressed in the analysis of the preliminary plat and site plan.

j. Whether or not the proposed change will seriously reduce light and air to adjacent areas.

Staff Response: The proposed change is consistent with low-density land use which would not affect light and air to adjacent areas. The maximum height allowed when constructing single-family dwellings under RU-2-10 standards is 35 feet.

k. The proposed change will adversely affect property values in the adjacent areas.

Staff Response: The proposed rezone, accompanied with a binding Development Agreement detailing the proposed project, will incorporate amenities such as a tot lot, benches, pavilion and multi-use field, a pedestrian crosswalk, boardwalk and over-water viewing deck, and a boardwalk and viewing deck over the wetland area. The presence and incorporation of neighborhood amenities should assist in preventing any negative effects of utilizing smaller lot sizes permitted under the RU-2-15 and RU-2-10 bulk regulations.

Further, as described above, surrounding properties to the east and west will be developed with medium density projects. The proposed rezone is not anticipated to adversely affect these property values. Finally, the proposed development will have a conservation area and perimeter fencing to buffer from adjacent agricultural-residential properties.

l. Whether or not the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Staff Response: The proposed zoning change is compatible with both zoning and land use designations of surrounding properties East and West of the subject property.

m. Whether or not the proposed change will constitute a grant of special privilege to an individual owner as

contrasted with the public welfare.

Staff Response: Staff does not believe a special privilege will be granted to any individual owner. The proposed rezone and accompanying binding Development Agreement are consistent with the low density residential future land use.

n. Whether or not there are substantial reasons why the property cannot be used in accord with existing zoning.

Staff Response: The current zoning designation has more stringent requirements, requiring larger lot sizes.

o. Whether or not the change suggested is out of scale with the needs of the neighborhood of the city.

Staff Response: Based on the fact that the proposed project density is below the allowable 7 units per acre per the City's Future Land Use Plan, the proposed change is not out of scale with the needs of the neighborhood or the City.

p. Whether or not it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Staff Response: Other parcels with zoning already allowing single family home development exist elsewhere within the City. This parcel was chosen as it is located directly to the west and across Clearlake Road from the developer's earlier project "Lakeside Palms" which is presently under construction.

Consistency with Comprehensive Plan Policies and Objectives

The proposed RU-2-15 zoning designation is consistent with the allowable uses under the "Low- Density Residential" Future Land Use per the City of Cocoa Comprehensive Plan. Please see the discussion in Sections e. and i. above for further detail.

STRATEGIC PLAN CONNECTION:

The proposed amendment is consistent with the Strategic Plan issues, goals, and objectives related to Physical Image.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The proposed Zoning Map Amendment, along with the proposed Development Agreement and Preliminary Subdivision, was heard at the December 5, 2018 Planning and Zoning meeting. The P&Z Board recommended approval of the Zoning Map Amendment.

On December 12, 2018, City Council passed on first reading Ordinance 13-2018: A Zoning Map Amendment consistent with Appendix A. Zoning, Article XXII, to change the Zoning Map designation for one parcel (approximately 27.92 acres) from RU-1-7 (Single Family Residential) to RU-2-15 (Multiple-Family Residential) as depicted on Exhibit "A", subject to a Development Agreement between the City of Cocoa and Victory Judgment, LLC.

RECOMMENDED MOTION:
Pass on Second/Final Reading Ordinance 13-2018: A Zoning Map Amendment consistent with Appendix A. Zoning, Article XXII, to change the Zoning Map designation for one parcel (approximately 27.92 acres) from RU-1-7 (Single Family Residential) to RU-2-15 (Multiple-Family Residential) as depicted on Exhibit "A", subject to a Development Agreement between the City of Cocoa and Victory Judgment, LLC.l

ORDINANCE NO. 13-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 27.62 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF CLEARLAKE ROAD, APPROXIMATELY 0.25 MILES SOUTH OF STATE ROAD 520 (WEST KING STREET), IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO, FROM RU-1-7 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO RU-2-15 (MULTIPLE FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, 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 Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the rezone action herein is subject to the conditions provided for and agreed to in the Binding Development Agreement between the property owner and the City ("Development Agreement"); 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. **Zoning Map Amendment.** That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Single-Family Residential District ("RU-1-7") to Multiple-Family Dwelling District ("RU-2-15") for the real property depicted and legally described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2019.

_____
JAKE WILLIAMS, JR., Mayor

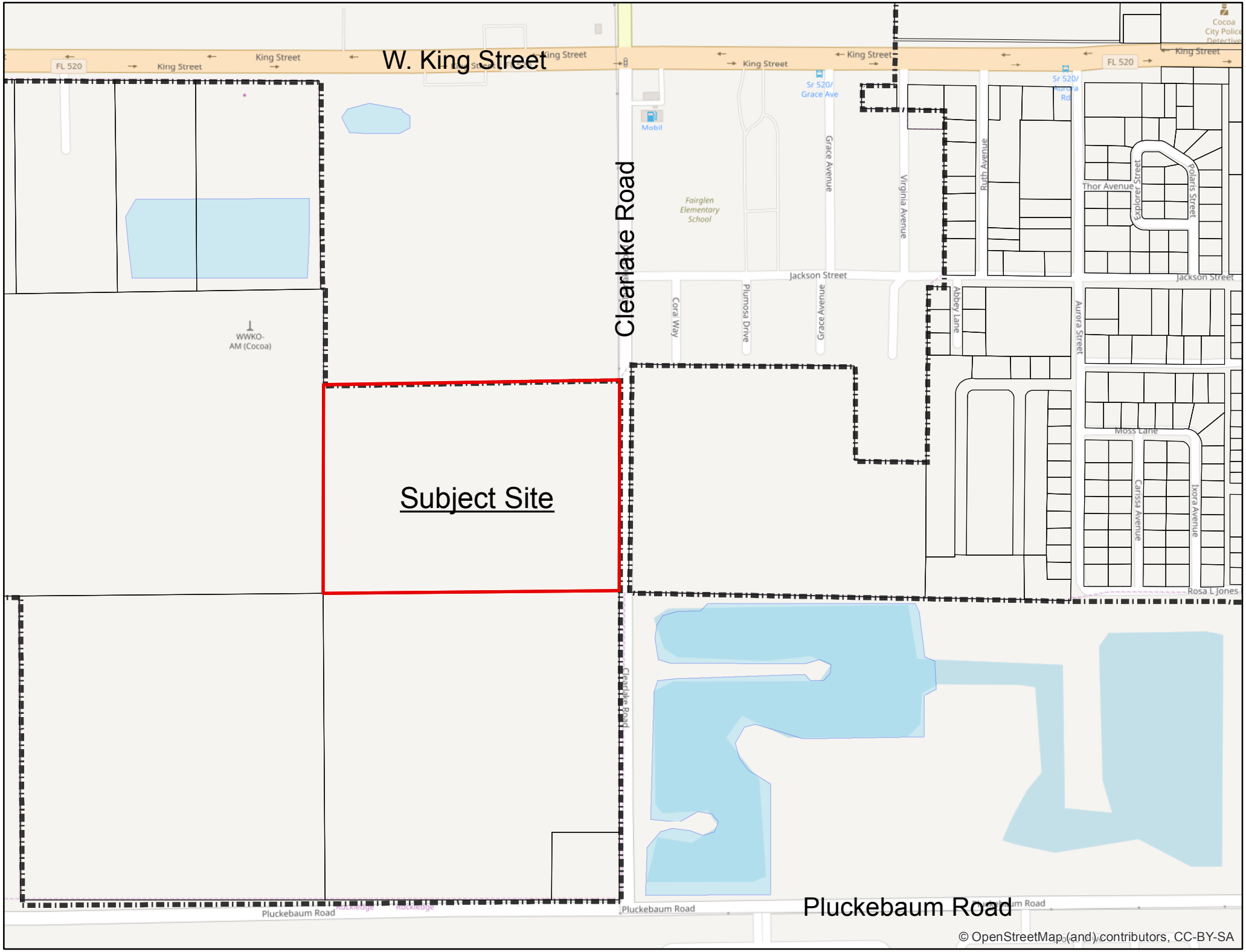
ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

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

A PARCEL OF LAND LYING IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST-ONE QUARTER OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 415 FEET THEREOF AND THE RIGHT-OF-WAY CLEARLAKE RD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

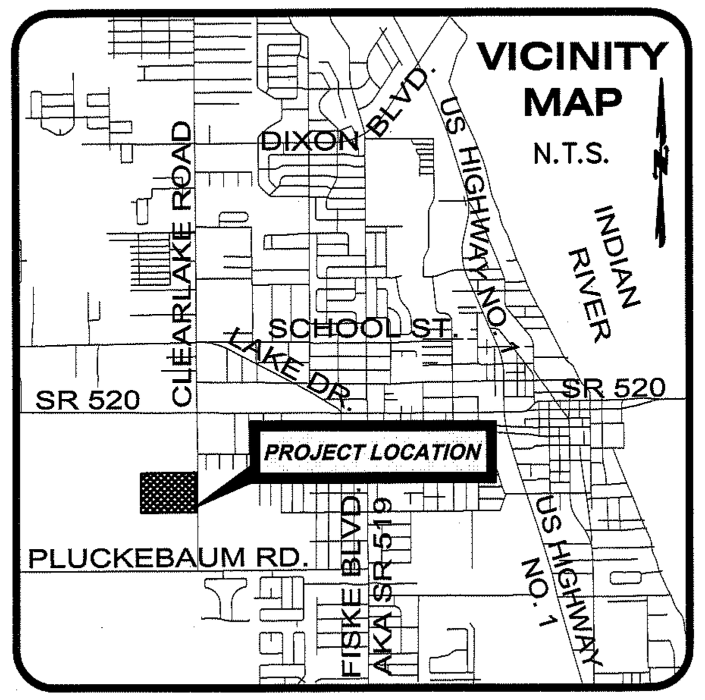
COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION, AND RUN N00°04'53"E ALONG SAID SECTION LINE A DISTANCE OF 1356.50 FEET; THENCE DEPARTING SAID SECTION LINE RUN N89°55'07"W A DISTANCE OF 40.00 FEET TO THE WEST RIGHT-OF-WAY OF CLEARLAKE ROAD (A PUBLIC ROAD RIGHT-OF-WAY OF VARYING WIDTH), SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S89°31'26"W ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST A DISTANCE OF 1295.47 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 569, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N00°10'22"W ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7533, PAGE 569 A DISTANCE OF 933.21 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3077, PAGE 3839, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N89°09'23"E ALONG THE SOUTH LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3077, PAGE 3839 A DISTANCE OF 1299.71 FEET TO THE WEST RIGHT-OF-WAY OF CLEARLAKE ROAD; THENCE RUN S00°04'53"W ALONG SAID WEST RIGHT-OF-WAY OF CLEARLAKE ROAD A DISTANCE OF 941.58 FEET, TO THE POINT OF BEGINNING. CONTAINING: 27.922 ACRES, MORE OR LESS.



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LAKESIDE PALMS WEST

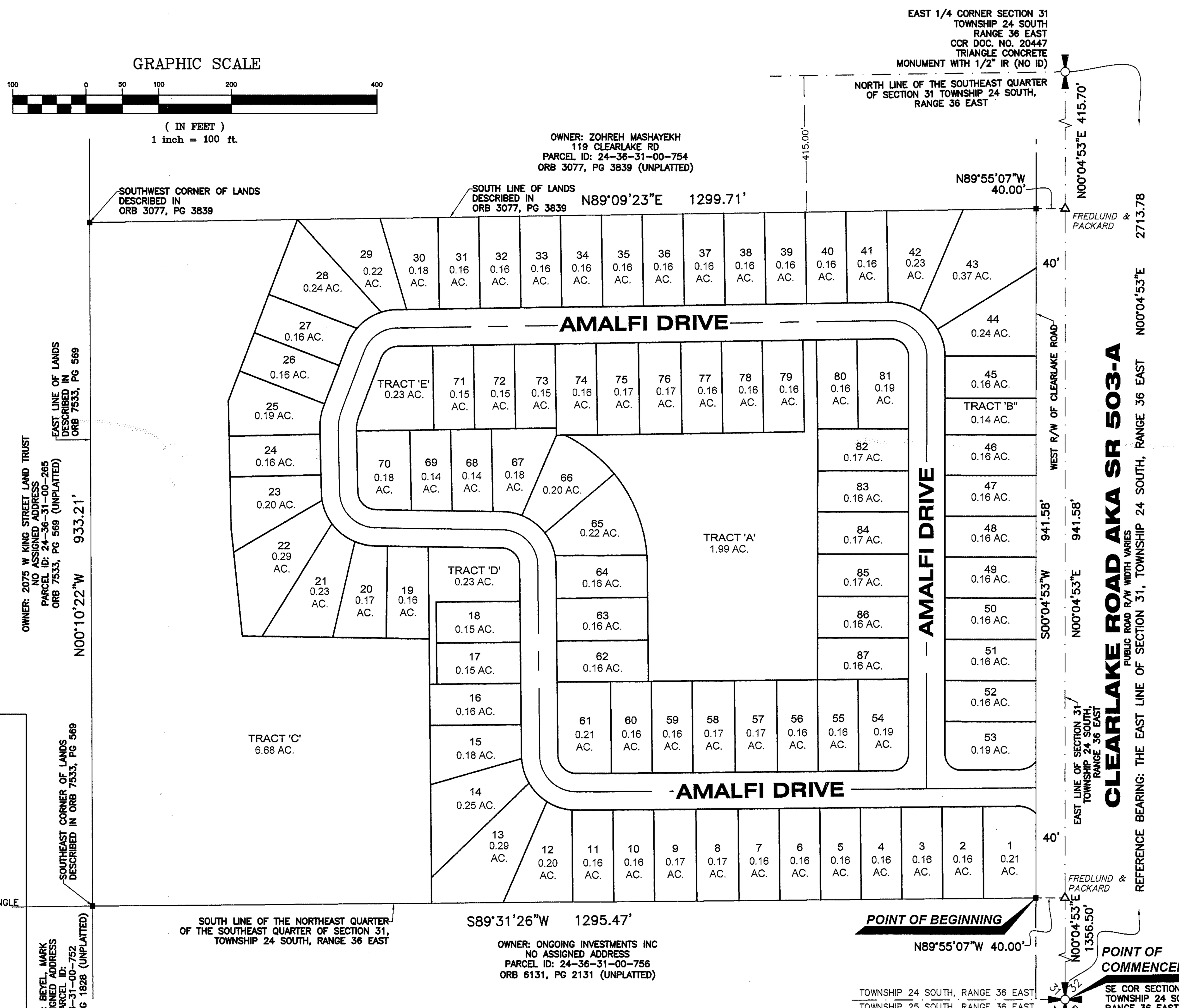
A SUBDIVISION LYING IN SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA



LEGAL DESCRIPTION (BY SURVEYOR):
A PARCEL OF LAND LYING IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST-ONE QUARTER OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 415 FEET THEREOF AND THE RIGHT-OF-WAY CLEARLAKE RD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION, AND RUN N00°04'53"E ALONG SAID SECTION LINE A DISTANCE OF 1356.50 FEET; THENCE DEPARTING SAID SECTION LINE RUN N89°55'07"W A DISTANCE OF 40.00 FEET TO THE WEST RIGHT-OF-WAY OF CLEARLAKE ROAD (A PUBLIC ROAD RIGHT-OF-WAY OF VARYING WIDTH), SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S89°31'26"W ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST A DISTANCE OF 1295.47 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 569, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N00°10'22"W ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7533, PAGE 569 A DISTANCE OF 933.21 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3077, PAGE 3839, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N89°09'23"E ALONG THE SOUTH LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3077, PAGE 3839 A DISTANCE OF 1299.71 FEET TO THE WEST RIGHT-OF-WAY OF CLEARLAKE ROAD; THENCE RUN S00°04'53"W ALONG SAID WEST RIGHT-OF-WAY OF CLEARLAKE ROAD A DISTANCE OF 941.58 FEET, TO THE POINT OF BEGINNING.

CONTAINING: 27.922 ACRES, MORE OR LESS.



LEGEND:

■	=	4"x4" CONCRETE MONUMENT (SET) WITH NAIL & DISK STAMPED: "PRM PSM 5990"
▲	=	PK NAIL AND DISK STAMPED: PCP PSM 5990" (SET)
△	=	PK NAIL AND DISK (FOUND)
•	=	POINT OF CURVATURE OR POINT OF TANGENCY
°	=	DEGREES
'	=	MINUTES OR FEET
"	=	SECONDS OR INCHES
Δ	=	DELTA, ALSO KNOWN AS CENTRAL ANGLE
AC.	=	ACRE
CHD.	=	CHORD
CONC.	=	CONCRETE
COR.	=	CORNER
C##	=	CURVE NUMBER FOR CURVE TABLE
L##	=	LINE NUMBER FOR LINE TABLE
D.E.	=	DRAINAGE EASEMENT (PRIVATE)
E	=	EAST OR EASTING
ESMT.	=	EASEMENT
FND.	=	FOUND
ID	=	IDENTIFICATION
H.O.A.	=	HOMEOWNERS ASSOCIATION
L	=	LENGTH
LB	=	LICENSED BUSINESS
L.S.	=	LICENSED SURVEYOR
N.	=	NORTH OR NORTHING
N.T.S.	=	NOT TO SCALE
NR	=	NON-RADIAL
ORB	=	OFFICIAL RECORDS BOOK
P.B.	=	PLAT BOOK
PC	=	POINT OF CURVATURE
PCP	=	PERMANENT CONTROL POINT
PG.	=	PAGE
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
P.L.S.	=	PROFESSIONAL LAND SURVEYOR
PRM	=	PERMANENT REFERENCE MONUMENT
P.S.M.	=	PROFESSIONAL SURVEYOR & MAPPER
PT	=	POINT OF TANGENCY
R	=	RADIUS
R/W	=	RIGHT-OF-WAY
S	=	SOUTH
W	=	WEST

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NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

TRACT	TRACT USE	ACREAGE	OWNERSHIP & MAINTENANCE ENTITY
A	STORM WATER MANAGEMENT/ OPEN SPACE & RECREATIONAL AMENITIES	1.99 AC.	LAKESIDE PALMS WEST H.O.A.
B	LIFT STATION FACILITIES	0.14 AC.	CITY OF COCOA
C	CONSERVATION AREA / PASSIVE RECREATIONAL USE	6.68 AC.	LAKESIDE PALMS WEST H.O.A.
D	OPEN SPACE & RECREATIONAL AMENITIES	0.23 AC.	LAKESIDE PALMS WEST H.O.A.
E	OPEN SPACE & RECREATIONAL AMENITIES	0.23 AC.	LAKESIDE PALMS WEST H.O.A.

NOTES:

1. THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE EAST LINE OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST AS BEING N00°04'53"E, HOLDING THE SOUTHEAST CORNER OF SECTION 31 FOR POSITION AND THE EAST 1/4 CORNER OF SECTION 31 FOR ROTATION. SAID BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S EAST ZONE, GEOID12A, NORTH AMERICAN DATUM OF 1983, NATIONAL ADJUSTMENT OF 2011 (NAD83/2011).

2. THE FOLLOWING EASEMENTS ARE HEREBY RESERVED:

   A. A PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH ALONG THE FRONT OF ALL LOTS AND TRACTS CONTIGUOUS WITH AND ADJACENT TO THE PUBLIC ROADWAY FOR THE INSTALLATION AND MAINTENANCE OF FLORIDA POWER AND LIGHT (F.P.&L.), AND OTHER PUBLIC UTILITIES.

3. THE FOLLOWING EASEMENTS ARE HEREBY DEDICATED TO THE LAKESIDE PALMS WEST HOMEOWNERS ASSOCIATION OF BREVARD, INC., AND ARE NOT THE RESPONSIBILITY OF THE CITY OF COCOA:

   A. A PRIVATE DRAINAGE EASEMENT 10 FEET IN WIDTH ALONG THE REAR LINE OF ALL LOTS 67 THROUGH LOTS 73, UNLESS OTHERWISE SHOWN HEREON, SHALL BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES.

   B. A PRIVATE DRAINAGE EASEMENT 20 FEET IN WIDTH ALONG THE REAR LINE OF LOTS 74 THROUGH LOTS 75, & LOTS 80 & LOTS 81, UNLESS OTHERWISE SHOWN HEREON, SHALL BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF THE STORM WATER FACILITIES WITHIN THE PLAT BOUNDARY.

   C. A PRIVATE DRAINAGE EASEMENT 10 FEET IN WIDTH ALONG THE SIDE LOT LINES OF LOTS 57 & LOTS 58, LOTS 63 & LOTS 64, LOTS 75 & LOTS 76, AND LOTS 84 & LOTS 85, UNLESS OTHERWISE SHOWN HEREON, SHALL BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF THE STORM WATER FACILITIES WITHIN THE PLAT BOUNDARY. LOTS 63 & LOTS 64 SHALL ALSO ALLOW FOR THE INGRESS & EGRESS OF THE LAKESIDE PALMS HOMEOWNER'S ASSOCIATION & THE LAKESIDE PALMS WEST HOMEOWNER'S ASSOCIATION.

   D. A PRIVATE DRAINAGE EASEMENT 20 FEET IN WIDTH ALONG THE SOUTHERLY SIDE LOT LINE OF TRACT B, UNLESS OTHERWISE SHOWN HEREON, SHALL BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF THE STORM WATER FACILITIES WITHIN THE PLAT BOUNDARY.

   E. A PRIVATE SIGN EASEMENT 5 FEET IN WIDTH AT LOTS 1 & LOTS 53 SHALL BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF A MONUMENT SIGN.

4. TRACTS:

   A. TRACTS A IS PRIVATE AND HEREBY CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE LAKESIDE PALMS WEST HOMEOWNERS ASSOCIATION OF BREVARD, INC. SAID TRACT IS TO BE USED FOR STORM WATER MANAGEMENT, AND ARE NOT THE RESPONSIBILITY OF THE CITY OF COCOA. SAID TRACT WILL ALSO ALLOW FOR THE INGRESS AND EGRESS OF EMERGENCY, UTILITY, MAINTENANCE PERSONNEL, AND THEIR EQUIPMENT.

   B. TRACT B IS TO BE OWNED, OPERATED & MAINTAINED BY THE CITY OF COCOA FOR THE INSTALLATION AND MAINTENANCE OF A SANITARY SEWER LIFT STATION.

   C. TRACT C IS TO BE OWNED, OPERATED & MAINTAINED BY THE LAKESIDE PALMS WEST HOMEOWNERS ASSOCIATION FOR THE MAINTENANCE OF A CONSERVATION AREA.

   D. TRACT D IS TO BE OWNED, OPERATED & MAINTAINED BY THE LAKESIDE PALMS WEST HOMEOWNERS ASSOCIATION FOR THE MAINTENANCE OF OPEN SPACE AND RECREATIONAL AMENITIES.

   E. TRACT E IS TO BE OWNED, OPERATED & MAINTAINED BY THE LAKESIDE PALMS WEST HOMEOWNERS ASSOCIATION FOR THE MAINTENANCE OF OPEN SPACE AND RECREATIONAL AMENITIES.

5. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUES CHAPTER 177.091(8) AND 177.091(9).

6. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

7. THE OWNER HEREBY GRANTS TO CITY OF COCOA, BREVARD COUNTY GOVERNMENT, AND PROVIDERS OF LAW ENFORCEMENT, FIRE EMERGENCY, EMERGENCY MEDICAL, MAIL, PACKAGE DELIVERY, SOLID WASTE/SANITATION AND OTHER SIMILAR GOVERNMENTAL AND QUASI-GOVERNMENTAL SERVICES, A NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS THE LANDS SHOWN HEREON FOR INGRESS AND EGRESS OF THE PERFORMANCE OF THEIR OFFICIAL DUTIES.

8. ALL LOT DRAINAGE IS PRIVATE. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR THE LAKESIDE PALMS WEST HOMEOWNERS ASSOCIATION OF BREVARD, INC. TO MAINTAIN SAID PRIVATE DRAINAGE WITHIN THEIR HOME SITE.

9. FOR PROTECTIVE COVENANTS AND DEED RESTRICTIONS SEE ORB ______ PAGE ______, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

Prepared By:
MORGAN & Associates
Consulting Engineers, Inc.
504 N. Harbor City Blvd. Melbourne, Fl. 32935
Phone (321) 751-6088 Fax (321) 751-6089
L.B. # 7040
Drawn By: J. Hussey
Checked By: Christopher S. Bowers

PLAT BOOK ______ PAGE ______

SHEET 1 OF 2

SECTION 31 TWP. 24 S., RANGE 36 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, LAKESIDE PALMS LLC., BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN

LAKESIDE PALMS WEST

HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES DRAINAGE EASEMENTS, UTILITY EASEMENTS SHOWN HEREON TO THE PERPETUAL USE OF THE PUBLIC, ADDITIONAL TRACTS TO BE DEDICATED ARE LISTED IN SURVEYORS NOTES, AND IN WITNESS WHEREOF, THE BELOW NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICERS NAMED BELOW AND ITS CORPORATE SEAL TO BE AFFIXED HERETO ON THIS ____ DAY OF ____________, 2018

VICTORY JUDGMENT, LLC.
317 RIVEREDGE BLVD., SUITE #100
COCOA, FL 32922

BY: ______________________
DONALD J. LONG, MANAGING MEMBER

SIGNED AND SEALED IN THE PRESENCE OF:

WITNESS 1 ______________ PRINT NAME ______________

WITNESS 2 ______________ PRINT NAME ______________

STATE OF FLORIDA COUNTY OF BREVARD

THIS IS TO CERTIFY, THAT ON ______________ BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED:

DONALD J. LONG

RESPECTIVELY AS MANAGING MEMBER OF THE ABOVE NAMED CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF FLORIDA, TO ME KNOWN TO BE THE INDIVIDUALS AND OFFICERS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED AS SUCH OFFICERS THEREUNTO DULY AUTHORIZED; THAT THE OFFICIAL SEAL OF SAID CORPORATION IS DULY AFFIXED THERETO; AND THAT THE SAID DEDICATION IS THE ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL ON THE ABOVE DATE.

____
NOTARY PUBLIC

MY COMMISSION EXPIRES ______________

CERTIFICATE OF SURVEYOR:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT ON MARCH 2, 2018 HE COMPLETED THE SURVEY OF THE LANDS AS SHOWN ON THE FOREGOING PLAT; AND THAT SAID PLAT WAS PREPARED UNDER HIS DIRECTION AND SUPERVISION AND THAT SAID PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND THAT SAID LAND IS LOCATED IN BREVARD COUNTY, FLORIDA.

DATED: ______________

____
CHRISTOPHER S. BOWERS, P.S.M.
FLORIDA PROFESSIONAL SURVEYOR
& MAPPER NO. 5990
MORGAN & ASSOCIATES
CONSULTING ENGINEERS, INC.
504 N. HARBOR CITY BLVD.
MELBOURNE, FLORIDA 32935
TEL.: (321) 751-6088
FLORIDA CORPORATE CERTIFICATE NO. 7040

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, THAT ON ______________ THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA APPROVED THE FOREGOING PLAT

____
HENRY U. PARRISH III, MAYOR

____
CARIE SHEALY, CITY CLERK

CERTIFICATE OF REVIEWING SURVEYOR FOR THE CITY OF COCOA

I HEREBY CERTIFY, THAT I HAVE REVIEWED THE FOREGOING PLAT AND FIND THAT IT IS IN CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES.

____
ROBERT M. PACKARD, P.S.M.
REGISTRATION NO. 3867, STATE OF FLORIDA

DATE: ______________

CERTIFICATE OF CLERK

THIS IS TO CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT, AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177 FLORIDA STATUTES AND WAS FILED FOR RECORD ON

______________ AT ______. FILE NO.______________

____
SCOTT ELLIS
CLERK OF THE CIRCUIT COURT IN AND FOR BREVARD COUNTY, FLORIDA

CITY OF COCOA
NOV 13 2018
RECEIVED
PLANNING & ZONING DIVISION

LAKESIDE PALMS - WEST

A SUBDIVISION LYING IN SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST

CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____

SHEET 2 OF 2

SECTION 31 TWP. 24 S., RANGE 36 E.

TRACT	TRACT USE	ACREAGE	OWNERSHIP & MAINTENANCE ENTITY
A	STORM WATER MANAGEMENT/ OPEN SPACE & RECREATIONAL AMENITIES	1.99 AC.	LAKESIDE PALMS WEST H.O.A.
B	LIFT STATION FACILITIES	0.14 AC.	CITY OF COCOA
C	CONSERVATION AREA / PASSIVE RECREATIONAL USE	6.68 AC.	LAKESIDE PALMS WEST H.O.A.
D	OPEN SPACE & RECREATIONAL AMENITIES	0.23 AC.	LAKESIDE PALMS WEST H.O.A.
E	OPEN SPACE & RECREATIONAL AMENITIES	0.23 AC.	LAKESIDE PALMS WEST H.O.A.

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GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

EAST 1/4 CORNER SECTION 31
TOWNSHIP 24 SOUTH
RANGE 36 EAST
CCR DOC. NO. 20447
TRIANGLE CONCRETE
MONUMENT WITH 1/2" IR (NO ID)

NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31 TOWNSHIP 24 SOUTH, RANGE 36 EAST

N89°55'07"W 40.00'

N00°04'53"E 415.70'

FREDLUND & PACKARD

OWNER: ZOHREH MASHAYEKH
119 CLEARLAKE RD
PARCEL ID: 24-36-31-00-754
ORB 3077, PG 3839 (UNPLATTED)

SOUTHWEST CORNER OF LANDS DESCRIBED IN ORB 3077, PG 3839

SOUTH LINE OF LANDS DESCRIBED IN ORB 3077, PG 3839

N89°09'23"E 1299.71'

N89°09'23"E 1014.09'

N89°09'23"E 285.63'

AMALFI DRIVE 50' PUBLIC R/W

N89°09'23"E 675.59'

TRACT 'E' 0.23 AC.

TRACT 'A' 1.99 AC.

TRACT 'B' 0.14 AC.

TRACT 'C' 6.68 AC.

TRACT 'D' 0.23 AC.

AMALFI DRIVE 50' PUBLIC R/W

CLEARLAKE ROAD AKA SR 503-A
PUBLIC ROAD R/W WIDTH VARIES

EAST LINE OF SECTION 31

WEST R/W OF CLEARLAKE ROAD

REFERENCE BEARING: THE EAST LINE OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST N00°04'53"E 2713.78

S00°04'53"W 941.58'

N00°04'53"E 941.58'

S89°31'26"W 1295.47'

S89°31'26"W 466.10'

SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST

OWNER: ONGOING INVESTMENTS INC; NO ASSIGNED ADDRESS
PARCEL ID: 24-36-31-00-756; ORB 6131, PG 2131 (UNPLATTED)

OWNER: 2075 W KING STREET LAND TRUST
NO ASSIGNED ADDRESS
PARCEL ID: 24-36-31-00-265
ORB 7533, PG 569 (UNPLATTED)
N00°10'22"W 933.21'

EAST LINE OF LANDS DESCRIBED IN ORB 7533, PG 569

SOUTHEAST CORNER OF LANDS DESCRIBED IN ORB 7533, PG 569

OWNER: BEYEL, MARK
NO ASSIGNED ADDRESS
PARCEL ID: 24-36-31-00-752
ORB 8823, PG 1828
(UNPLATTED)

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DETAIL "A" - 5' SIGN EASEMENT
SCALE: 1" = 40'; SEE NOTE 3.E.

DETAIL "B" - 5' SIGN EASEMENT
SCALE: 1" = 40'; SEE NOTE 3.E.

POINT OF BEGINNING

N89°55'07"W 40.00'

N00°04'53"E 1356.50'

POINT OF COMMENCEMENT
SE COR SECTION 31
TOWNSHIP 24 SOUTH
RANGE 36 EAST
CCR DOC. NO. 20447
NAIL & DISK MARKED: "LB3535"

TOWNSHIP 24 SOUTH, RANGE 36 EAST
TOWNSHIP 25 SOUTH, RANGE 36 EAST

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	26.49'	32.00'	47°25'42"	N65°45'43"W	25.74'
C2	6.43'	75.00'	4°54'38"	S88°01'15"E	6.43'
C3	36.47'	75.00'	27°51'40"	S71°38'06"E	36.11'
C4	35.33'	75.00'	26°59'12"	S44°12'40"E	35.00'
C5	35.33'	75.00'	26°59'12"	S17°13'28"E	35.00'
C6	4.26'	75.00'	3°15'18"	S02°06'13"E	4.26'
C7	38.68'	25.00'	88°38'38"	N44°47'53"W	34.93'
C8	28.54'	75.00'	21°48'06"	S78°13'08"E	28.37'
C9	40.49'	75.00'	30°55'55"	S51°51'08"E	40.00'
C10	35.33'	75.00'	26°59'12"	S22°53'34"E	35.00'
C11	10.70'	75.00'	8°10'29"	S05°18'43"E	10.69'
C12	29.12'	75.00'	22°14'48"	S09°53'56"W	28.94'
C13	26.12'	75.00'	19°57'11"	S30°59'56"W	25.99'
C14	40.49'	75.00'	30°55'55"	S56°26'29"W	40.00'
C15	22.58'	75.00'	17°14'56"	S80°31'55"W	22.49'
C16	43.71'	75.00'	33°23'21"	N74°08'57"W	43.09'
C17	35.33'	75.00'	26°59'12"	N43°57'40"W	35.00'
C18	38.52'	75.00'	29°25'38"	S15°45'15"E	38.10'
C19	1.47'	75.00'	1°07'18"	N00°28'46"W	1.47'
C20	34.57'	22.00'	90°01'59"	S45°27'28"E	31.12'
C21	26.60'	32.00'	47°37'25"	N65°42'44"E	25.84'
C22	34.34'	22.01'	89°22'02"	N44°48'09"E	30.96'
C23	39.27'	25.00'	90°00'00"	S45°28'34"E	35.36'
C24	14.05'	75.00'	10°44'08"	N05°50'38"W	14.03'
C25	34.37'	75.00'	26°15'14"	N24°20'19"W	34.07'
C26	39.82'	75.00'	30°25'08"	N52°40'30"W	39.35'
C27	27.80'	75.00'	21°14'08"	N78°30'08"W	27.64'
C28	38.35'	25.00'	87°53'43"	S45°10'20"E	34.70'
C29	19.41'	50.00'	22°14'48"	S09°53'56"W	19.29'
C30	29.73'	25.00'	68°08'03"	S55°05'21"W	28.01'
C31	39.67'	25.00'	90°55'30"	N45°22'52"W	35.64'
C32	78.54'	50.00'	90°00'00"	S45°28'34"E	70.71'
C33	77.36'	50.00'	88°38'38"	N44°47'53"W	69.87'
C34	76.70'	50.00'	87°53'43"	S45°10'20"E	69.40'
C35	29.12'	75.00'	22°14'48"	S09°53'56"W	28.94'
C36	59.46'	50.00'	68°08'03"	S55°05'21"W	56.02'
C37	79.35'	50.00'	90°55'30"	N45°22'52"W	71.28'
C38	13.98'	200.00'	4°00'20"	N02°28'44"W	13.98'
C39	121.82'	200.00'	34°53'54"	N21°55'51"W	119.94'
C40	86.63'	200.00'	24°49'00"	N51°47'18"W	85.95'

LEGEND:

- ■ = 4"x4" CONCRETE MONUMENT (SET) WITH NAIL & DISK STAMPED: "PRM PSM 5990"
- ▲ = PK NAIL AND DISK STAMPED: PCP PSM 5990" (SET)
- △ = PK NAIL AND DISK (FOUND)
- • = POINT OF CURVATURE OR POINT OF TANGENCY
- ° = DEGREES
- ' = MINUTES OR FEET
- " = SECONDS OR INCHES
- Δ = DELTA, ALSO KNOWN AS CENTRAL ANGLE
- AC. = ACRE
- CHD. = CHORD
- CONC. = CONCRETE
- COR. = CORNER
- C## = CURVE NUMBER FOR CURVE TABLE
- L## = LINE NUMBER FOR LINE TABLE
- D.E. = DRAINAGE EASEMENT (PRIVATE)
- E = EAST OR EASTING
- ESMT. = EASEMENT
- FND. = FOUND
- ID = IDENTIFICATION
- H.O.A. = HOMEOWNERS ASSOCIATION
- L = LENGTH
- LB = LICENSED BUSINESS
- L.S. = LICENSED SURVEYOR
- N. = NORTH OR NORTHING
- N.T.S. = NOT TO SCALE
- NR = NON-RADIAL
- ORB = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- PC = POINT OF CURVATURE
- PCP = PERMANENT CONTROL POINT
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.L.S. = PROFESSIONAL LAND SURVEYOR
- PRM = PERMANENT REFERENCE MONUMENT
- P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
- PT = POINT OF TANGENCY
- R = RADIUS
- R/W = RIGHT-OF-WAY
- S = SOUTH
- W = WEST

Prepared By:
MORGAN & Associates
Consulting Engineers, Inc.
504 N. Harbor City Blvd. Melbourne, Fl. 32935
Phone (321) 751-6088 Fax (321) 751-6089
L.B. # 7040
Drawn By: J. Hussey
Checked By: Christopher S. Bowers

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:
Anthony Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802
(407) 425-9566

BINDING DEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, _____, between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation (hereinafter referred to as "City") and **VICTORY JUDGMENT, LLC**, a foreign limited liability company that is not registered in the State of Florida (hereinafter referred to as "Owner").

RECITALS

WHEREAS, Owner owns property (hereinafter referred to as the "Property") in the City of Cocoa, Brevard County, Florida, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference; and

WHEREAS, Owner has requested, and the City Council of Cocoa approved on January 9, 2019, Owner's application to amend the zoning map classification for the Property described on Exhibit "A" from RU-1-7 to **RU-2-15** for the intended purposes of developing **single-family residential housing** on the Property (referred to as the "Zoning Approval"); and

WHEREAS, currently, Article XI, Sec. 5 of the Zoning Ordinance of the City of Cocoa ("Zoning Code") governing the RU-2-15 Multiple Family Dwelling District allows for the construction of single-family dwellings "as regulated by Section 4A, RU-2-10," which is the Low Density Single-Family and Multiple-Family District; and

WHEREAS, Section 4A of the Zoning Code allows for small, 5,000 minimum square-foot lots; and

WHEREAS, on October 24, 2018, the Cocoa City Council provided direction to city staff to prepare an amendment to the Zoning Ordinance, specifically related to eliminating the development of single-family housing utilizing the provisions of the RU-2-10 zoning district regulations outside of the Heart of Cocoa and other infill and or redevelopment areas; and

WHEREAS, because the application for the Zoning Approval was already received by the City at the time the City Council gave its direction, the Owner, as part of its plan for the orderly development of the Property, wishes to propose a Concept Plan, which utilizes the RU-2-10 district regulations but also incorporates amenities for the residential subdivision to mitigate any negative impacts associated with utilization of compact lots; and

WHEREAS, the City is authorized to regulate development of the Property, and this Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act; and

WHEREAS, this Agreement was approved by the City Council as a condition of the Zoning Approval and shall constitute a binding development permit and govern the future development of the Property along with other applicable provisions of the City of Cocoa Code ("City Code").

NOW, THEREFORE, the parties agree as follows:

1. *Recitals.* The foregoing recitals are hereby incorporated herein as a material part of this Agreement. The City shall not be required or obligated in any way to construct or maintain or participate in any way in the construction or maintenance of the improvements. It is the intent of the parties that the Owner, its grantees, successor or assigns in interest or some other association and/or assigns satisfactory to the City shall be responsible for the maintenance of any improvements.

2. *Approval of Concept Plan.* In accordance with the terms and conditions of this Agreement, the Owner represents and warrants to the City that it will expeditiously develop the Property, at its expense, into a residential subdivision consisting of no more than eighty-seven (87) fee simple single-family dwellings with corresponding lots along Clearlake Road between SR 520

and Pluckebaum Road (the **"**Project**"**). The City and Owner agree that the Property shall be developed with single-family dwellings, as generally depicted on the Concept Plan which is attached hereto and fully incorporated herein as **Exhibit "B"** ("Concept Plan"), which shall consist of a proposed concept site plan and aesthetic building elevations and other architectural renderings. The Concept Plan is intended to be the general blueprint which depicts key aspects of the future physical development of the Property. The Concept Plan shall also serve as a necessary guide for future permit applications and permitting.

3. *Amenities.* The Concept Plan shall specifically include the following amenities to be incorporated in the development: a tot lot, benches, pavilion and multi-use field, a pedestrian crosswalk, boardwalk and viewing deck over the stormwater pond, and a boardwalk and viewing deck over the wetland area.

4. *Further Permitting.* Notwithstanding the City's approval of the Concept Plan, Owner shall have the obligation to further submit and obtain the City's approval of a final site plan, final engineering plans, floodplain development permit or approval, preliminary and final plat, and building permits, as and to the extent applicable by City Code. The submittals shall be consistent with the Concept Plan in all material respects and in compliance with the City Code, except as provided herein. The City and Owner expressly acknowledge and agree that the Concept Plan attached as Exhibit B was prepared prior to application for a floodplain development permit or approval and submittal of attendant engineering plans. Therefore, while the City recognizes this Concept Plan may be modified slightly to accommodate necessary changes related to drainage and flood storage, any such modification may not include (a) a different use of the Property; (b) an increase in the number of lots or proposed density; or (c) a reduction in the required neighborhood amenities. Owner further acknowledges and agrees that the Concept Plan was not presented to the City with final specific surveyed dimensions for the design and location of any buildings and infrastructure, and that during the final site plan, final engineering, or platting process such details shall be

submitted to the City for consideration and dimensions shall be surveyed, duly engineered, and provided to the City for consideration under applicable City Codes. As such, Owner and the City agree that the Concept Plan is subject to reasonable boundary adjustments at the final site plan, final engineering, or platting phase in order to bring the Project into full compliance with the City Code. The Owner shall be solely responsible for obtaining any and all necessary local and state permits including, but not limited to, building and environmental permit approvals which are required in order to permit the Project in compliance with local, state, and federal law. The Owner shall be responsible for all recording fees associated with this Agreement.

5. *Timing of Future Permitting.* Within six (6) months from the Effective Date of this Agreement, the Owner, at its expense, shall prepare and file all required applications, information, and engineering plans with the City of Cocoa that are necessary to obtain floodplain development approval, final site plan, and preliminary plat approval for the Project consistent with the Concept Plan. The Owner shall obtain approval of the site plan and preliminary plat within twelve (12) months of the Effective Date of this Agreement. If the Project fails to obtain such final approval from the City (a/k/a - a final development order) within the aforesaid twelve (12) months, the City shall have the right to declare the Owner in default pursuant to Section 7 of this Agreement. If the Owner does not cure the default within the cure period, the City shall have the right, but not obligation to, terminate this Agreement without penalty. Pursuant to Section 18-30 of the City Code, the Owner shall file a final plat with the City for approval in compliance with the requirements of the City Code no later than one (1) year after the preliminary plat was approved by the City.

6. *Property Association; Architectural Covenants.* No later than final plat approval for the Project, the Owner shall, at its expense, form and incorporate a non-profit property owners' association in accordance with Chapter 720, Florida Statutes. The final plat shall include such language as the City may deem necessary to reflect the association's responsibilities. The association shall be responsible for operation, maintenance, and control of all common areas and

common facilities and amenities, including stormwater retention facilities, common walkways and boardwalks, alleys and drive aisles, landscaping, and open space, all as depicted on the final site plan and preliminary/final plat approved by the City. All persons acquiring a lot subsequent to the Effective Date of this Agreement shall be members of the property owners' association. The Owner may from time to time add additional covenants and restrictions or make changes in association by-laws as may be required by the Owner or the City to guarantee that the Property will be developed in accordance with the terms and conditions in this Agreement. The Owner shall also impose architectural review covenants and restrictions for the Property to be administered by the association. The architectural review covenants and restrictions shall require all buildings on the Property to be constructed and maintained in compliance with the architectural styles as depicted and described in the Concept Plan.

7. *Default/Termination.* Unless termination of this Agreement is expressly authorized elsewhere herein, this Agreement may be terminated by Owner only with mutual written agreement of the City. In the event that Owner shall fail to satisfy any of its obligations set forth in this Agreement, the City shall provide Owner written notice of such default. Owner shall then have thirty (30) days from receipt of such notice to cure such default unless additional time is granted by the City (the **"Cure Period"**). If Owner shall fail to cure such default within the Cure Period, then the City may, in its sole discretion and without penalty, exercise any of its rights and remedies provided by law or in this Agreement including, but not limited to, termination. Upon termination for any reason, the City may initiate a rezoning of the Property to the pre-Zoning Approval zoning district, the advertising and noticing costs of which shall be borne by the Owner.

8. *Compliance with Code.* Owner shall comply with all regulations and ordinances of Cocoa, Florida including, but not limited to, the City Code. This Agreement constitutes Owner's agreement to meet additional standards or restrictions in developing the Property. This Agreement provides no vested rights against changes to the Comprehensive Plan or land development

regulations as they may apply to the Property.

9. *Covenant Running with the Land.* This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties and shall run with the subject Property and be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject Property, and be subject to the above referenced conditions as approved by the City Council.

10. *Violations.* Violation of this Agreement will also constitute a violation of the Zoning Code, and this Agreement may be enforced as provided therein or in the City Code.

11. *Notices.* Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

For the Agency:
John A. Titkanich, Jr. AICP
City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

For Owner:

Either party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

12. *Representations and Warranties.* The Owner hereby agrees and makes the following representations and warranties to the City:

(a) Owner is lawfully seized of the Property in fee simple and has full and lawful authority to execute this Development Agreement and bind the Property as set forth herein.

(b) The Property is free of all other encumbrances, including mortgages and liens.

(c) Owner represents that it has voluntarily and willfully executed this Agreement for purposes of binding the Property to the terms and conditions set forth in this Agreement.

(d) Owner represents and warrants that it is licensed by and in good standing with the State of Nevada as a limited liability company.

13. *Recordation.* This Agreement shall be recorded by the City and shall perpetually burden the Property unless amended or terminated by the Parties. This Agreement will, when duly executed and delivered by the City and Owner and recorded in the Public Records of Brevard County, Florida, constitute a legal, valid and binding obligation enforceable against the parties hereto and the Property in accordance with the terms and conditions of this Agreement.

14. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that venue shall be exclusively in Brevard County, Florida, for all state disputes or actions which arise out of or are based upon this Agreement, and in Orlando, Florida, for all federal disputes or actions which arise out of or are based upon this Agreement.

15. *Modification.* This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Council.

16. *Entire Agreement.* This Agreement and all attached exhibits hereto supersedes any other agreement, oral or written, regarding the Property and contains the entire agreement between the City and Owner as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

17. *Severability.* If any provision of this Agreement shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

18. *No Agency.* The relationship of the parties to this Agreement is contractual and

Owner is not an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner, which would indicate any such relationship with the other.

19. *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, 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).

20. *Reservation of Police Powers.* Owner agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

21. *Drafting.* The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

22. *No Third-Party Beneficiary.* This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

23. *Strict Compliance.* Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

24. *Attorney's Fees.* In connection with any arbitration or litigation arising out of this Agreement, each party shall bear their own attorney's fees and costs.

25. *City Police Powers.* Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Owner or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend, or terminate any and all certificates of occupancy for any building or unit if Owner is in breach of any term and condition of this Agreement.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of:	**CITY OF COCOA, FLORIDA**
_____	By:_____
Witness 1	**John A. Titkanich**, **Jr., City Manager**
_____	
Print Name of Witness 1	Attest:
_____	By:_____
Witness 2	Name: _____
_____	
Print Name of Witness 2	Date:_____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by John A. Titkanich, Jr., City Manager of the City of Cocoa, on behalf of the City of Cocoa. He is personally known to me and did not take an oath.

Notary Public

Commission No.: _____

VICTORY JUDGMENT, LLC, a Nevada limited liability company

By: _____
Managing Member

Print name: _____

Date: _____

Signed, sealed and delivered in the presence of:

Witness 1

_____
Print Name of Witness 1

_____
Witness 2

_____
Print Name of Witness 2

STATE OF NEVADA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____, as managing member of Victory Judgment, LLC, a Nevada limited liability company. He is ___ personally known to me or ___produced the following identification _____ and did not take an oath.

_____
Notary Public

Commission No.: _____

EXHIBIT A
Legal Description

EXHIBIT B

Concept Plan

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003330693
Pymt Method Invoice
Net Amt: $165.17

Run Times: 1

No. of Affidavits: 1

Run Dates: 01/11/19

Text of Ad:

AD#3330693, 1/11/2019
CITY OF COCOA
NOTICE OF ZONING CHANGE
NOTICE IS HEREBY GIVEN THAT
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE
FOLLOWING ORDINANCE:

2nd READING OF A ZONING MAP
AMENDMENT

ORDINANCE NO. 13-2018
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 27.62 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE WEST SIDE OF CLEARLAKE ROAD, APPROXIMATELY 0.25 MILES SOUTH OF STATE ROAD 520 (WEST KING STREET), IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO, FROM RU-1-7 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO RU-2-15 (MULTIPLE FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

CITY COUNCIL PUBLIC HEARING
WILL BE HELD ON
JANUARY 23, 2019
AT 6:00 P.M. OR SOON THEREAFTER
IN THE
COCOA CITY HALL COUNCIL CHAMBERS
LOCATED AT
65 STONE STREET, COCOA, FL

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

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

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

Legislation Details (With Text)

File #:	19-15	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Public Hearing
File created:	1/10/2019			**In control:**	City Council
On agenda:	1/23/2019			**Final action:**	
Title:	Postpone until the regular City Council Meeting of February 13, 2019 a request to submit a substantial amendment to the City's approved FY2018/2019 Action Plan in connection with a proposed application to the U.S. Department of Housing & Urban Development (HUD) for a $894,445 Section 108 Loan. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Substantial Amendment.Section 108 Loan AdOrderConf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 10, 2019
Agenda Date: January 23, 2019
Prepared By: Nancy A. Bunt, Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Postpone until the regular City Council Meeting of February 13, 2019 a request to submit a substantial amendment to the City's approved FY2018/2019 Action Plan in connection with a proposed application to the U.S. Department of Housing & Urban Development (HUD) for a $894,445 Section 108 Loan.

BACKGROUND:

This item is not ready for consideration. Staff requests that City Council postpone a request to submit a substantial amendment to the City's approved FY2018/2019 Action Plan in connection with a proposed application to the U.S. Department of Housing & Urban Development (HUD) for a $894,445 Section 108 Loan until the February 13, 2019 City Council meeting to preserve advertisement.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The first Public Hearing on this item was conducted at the December 12, 2018 City Council meeting.

RECOMMENDED MOTION:

Postpone until the regular City Council Meeting of February 13, 2019 a request to submit a substantial amendment to the City's approved FY2018/2019 Action Plan in connection with a proposed application to the U.S. Department of Housing & Urban Development (HUD) for a $894,445 Section 108 Loan.

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003266019
Pymt Method Invoice
Net Amt: $312.80

Run Times: 1

No. of Affidavits: 1

Run Dates: 11/26/18

Text of Ad:

AD#3266019, 11/26/2018
PUBLIC NOTICE - CITY OF COCOA
Notice of Availability Subject to Approval and Public Hearings on the proposed substantial amendment to the FY2018/2019 Action Plan to allow for an $894,445 Section 108 Loan from the U.S. Department of Housing & Urban Development (HUD) Community Development Block Grant (CDBG) funds for the development of a new Dr. Joe Lee Smith Center located at Parcel ID: 24-36-33-00-264, adjacent to the current location at 419 Washington Street.

In accordance with the requirements of 24 CFR 91.105(c), the City of Cocoa hereby announces its intent to request a substantial amendment to its approved FY2018/2019 Action Plan in connection with a proposed loan application to HUD for a $894,445 Section 108 Loan.

Project Overview and Description: At the SW corner of Washington Street and Stone Street (Parcel ID: 24-36-33-00-264). The proposed construction of a new Dr. Joe Lee Smith Center is situated within the Diamond Square Community Redevelopment Area (CRA) over five (5) parcels which are identified as: 24-36-33-00-264; 24-36-33-CC-12.E-1; 24-36-33-CC-12.E-3; 24-36-33-CC-12.E-2; and 24-36-33-CC-12-8. The project site is located within census tract 626.00.

The proposed $3.5 million project involves the construction of approximately 16,000 square foot community center with basketball courts, office space for non-profits and multi-purpose rooms on five parcels owned by the City of Cocoa in the general location of 419 Washington Street and the Diamond Square CRA.

The proposed project is estimated at $3.5 million which includes City General Fund, Diamond Square CRA and CDBG funds. The City of Cocoa is pledging future CDBG funds as the repayment source. The City's CDBG FY2018/2019 allocation is $178,889. The City does not anticipate receiving any program income, however, any program income received will be used to provide services or maintain the facilities. The City, as part of the application will include a pledge of general funds if CDBG funds are not available. The City's Section 108 loan fund will benefit low and moderate income persons by providing services in a low income area. Services may include: youth programs, health services, financial and utility assistance, dental and prescription assistance, cremation assistance, job training, and budgeting classes. No activities are anticipated to result in displacement of any persons.

Notice is hereby given that the Substantial Amendment to the FY2018-2019 Action Plan to allow for submission of a Section 108 Loan Guarantee Application will be available for public review and comment from 12/13/18-1/14/19 at the address below or a copy can be requested by calling (321) 433-8511. Interested persons are encouraged to submit written comments on the proposed application and substantial amendment by 1/14/19 via mail or hand delivery to the City of Cocoa Housing & Neighborhood Services Division, 65 Stone Street, Cocoa, FL 32922. Hand delivered or mailed comments received after 1/14/19 may not be addressed.

Notice is also hereby given that the City of Cocoa will conduct two (2) public hearings. The first public hearing will be conducted on December 12, 2018 and the second and final public hearing on January 23, 2019 at 6pm in City Hall Council Chambers, 65 Stone Street, Cocoa, FL 32922. A local meeting will be held at the Diamond Square CRA meeting, Cocoa City Hall, 65 Stone Street on December 17, 2018 at 6pm and at the Dr. Joe Lee Smith Center 419

Dr. Joe Lee Smith Center, 419 Washington Street on December 19, 2018 at 5pm. Public comments will be taken.

The purpose of the public hearings and community meetings is to receive comments and take final action on the proposed Substantial Amendment in connection with the Section 108 Loan Guarantee Application for the construction of a new Dr. Joe Lee Smith Center with the Diamond Square CRA. A draft copy of the Section 108 Loan Application can be obtained online at www.cocoafl.org and at Cocoa City Hall, the Cocoa Public Library or Brevard County Housing & Human Services Department.

All interested persons are invited and encouraged to attend the public hearings and community meetings and make oral or written comments. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in these meetings should contact Nancy Bunt, Deputy Community Services Director at (321) 433-8511 at least 48 hours prior to the meeting.

Legislation Details (With Text)

File #:	19-9	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	1/7/2019			**In control:**	City Council
On agenda:	1/23/2019			**Final action:**	
Title:	Consider the Appointments of David Greenwell and Melissa Martin as Regular members of the Sustainability Advisory Committee. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Greenwell Application.pdf Martin Application.pdf Sustainability Consideration letters.pdf Roster Sustainability Advisory Committee.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 7, 2019
Agenda Date: January 23, 2019
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointments of David Greenwell and Melissa Martin as a Regular member of the Sustainability Advisory Committee.

BACKGROUND:

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

Mr. David Greenwell and Ms. Melissa Martin have both submitted an application for membership on the Sustainability Advisory Committee and at this time, they both meet all of the qualifications for serving on a City Board. Ms. Martin only applied for the Sustainability Advisory Committee. The Assistant City Clerk spoke with Mr. Greenwell because he had listed numerous boards, and his preference was the Sustainability Advisory Committee or the Utilities Advisory Board. There are

currently two vacancies on the committee. If appointed, the Sustainability Advisory Committee will have eleven (11) members, and the committee will be full. There is not a term expiration for members of this committee.

A current Sustainability Advisory Committee Roster and both of their applications are attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council appoints and reappoints to City Boards and Committees as expirations occur and vacancies arise.

RECOMMENDED MOTION:

Consider the Appointments of David Greenwell and Melissa Martin as a Regular member of the Sustainability Advisory Committee.

powered by Legistar™

Voter Reg: 100918475
Reg: 9/19/2005

Carie Shealy

From: noreply@civicplus.com
Sent: Friday, November 09, 2018 8:23 PM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

Application for Board/Committee Membership

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

(Please Print)

First Name	David
Last Name	Greenwell
Application Date	11/9/2018
Address1	2813 Kenyon Ave
City	Cocoa
State	Florida
Zip	32926
District	District 2
Home Phone Number	3215255734
Work Phone Number	3217832033
Cell Phone Number	3215255734
Other Phone Number	*Field not completed.*
Place of Business	Rusty's Seafood & Oyster Bar
Title/Position Held	Manager
Date of Birth*	5/24/1984

E-mail Address	5255734@gmail.com

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

(Section Break)

Various City Boards/Committees Available	Affordable Housing Advisory Committee, Board of Adjustment, Code Enforcement/Drug Related Public Nuisance Board, Brownfields Advisory Board, Housing Authority, Pension Board - Fire, Pension Board - General Employees, Pension Board - Police, Planning & Zoning Board, Redevelopment Agency (Cocoa), Redevelopment Agency (Diamond Square), Redevelopment Agency (US 1), Utilities Advisory Board, Sustainability Advisory Committee

(Section Break)

Eligibility

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

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No
Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	David Greenwell

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I am interested in joining any of the boards or committees for the city of Cocoa because as a young father I have decided to set a strong example for my children by becoming involved in any civic duties I can. I have collaborated with a myriad of clients in my years as a restaurant consultant, thus I find myself suited for committee style projects. I am a member of Phi Theta Kappa (Lamda Chi, chapter here in cocoa) honor society with a 3.66 GPA. I have experience in the utilization of soft skills to motivate effective action and commitment from team members and peers. I do not seek a position of leadership unless it is required of me, rather I focus on fulfilling my duties effectively and to do so with a positive demeanor. Thank you for your consideration!

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to

the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Male
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	David Greenwell
Date:	11/9/2018
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, December 12, 2018 9:46 AM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

Application for Board/Committee Membership

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

(Please Print)

First Name	Melissa
Last Name	Martin
Application Date	12/12/2018
Address1	5404 Brilliance Cir
City	Cocoa
State	FL
Zip	32926
District	District 3
Home Phone Number	3214396118
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	*Field not completed.*
Title/Position Held	*Field not completed.*
Date of Birth*	4/21/1976

E-mail Address	meilang76@gmail.com

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

(Section Break)

Various City Boards/Committees Available	Sustainability Advisory Committee

(Section Break)

Eligibility

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

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No
Are you related to a City of Cocoa Councilmember by	No

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

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I'd love to help the City of Cocoa emerge as a regional / state leader -- providing a working "business model" of how it's possible to lift an entire community from varying degrees of poverty and desperation toward a sustainable, thriving future. My skills set includes leadership, communication, legal research/advocacy, administration, management, policy development, outreach, interpersonal relationship building, and various traits built over a lifetime career as a Marine Corps officer (Judge Advocate). In the past four years since retiring, I've aligned these skills with my passions in the environment and a sustainable future for my children. I'd love to see Cocoa shine in this area; the type of (smart) growth every member of our community will be proud of.

(Section Break)

State Reporting Requirements

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

Race	Asian-American, Caucasian
Gender	Female

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Melissa Martin
Date:	12/12/2018
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

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

January 10, 2019

Ms. Melissa Martin
5404 Brilliance Circle
Cocoa, FL 32926

Re: Appointment to the Sustainability Advisory Committee

Dear Ms. Martin:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Sustainability Advisory Committee at the Regular City Council meeting being held on Wednesday, January 23, 2019.

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

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

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

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

January 10, 2019

Mr. David Greenwell
2813 Kenyon Avenue
Cocoa, FL 32926

Re: Appointment to the Sustainability Advisory Committee

Dear Mr. Greenwell:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Sustainability Advisory Committee at the Regular City Council meeting being held on Wednesday, January 23, 2019.

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

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

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Sustainability Advisory Committee (established by Resolution No. 2017-137) Meets on the First Thursday of the Month **Agency** **No Expiration**				
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Jennifer L. Riggs Committee member	1629 N. Indian River Drive Cocoa, FL 32922 District 2 jlovittriggs@yahoo.com	414-698-8750	02/27/18 appointed	
~~Lorraine Koss~~ ~~Committee member~~ **VACANCY**	~~2115 N. Indian River Drive~~ ~~Cocoa, FL 32922~~ ~~District 4~~ ~~Lorraine.koss@gmail.com~~	~~703-201-8811~~	~~02/27/18~~ ~~appointed~~ Resigned effective 11/6/18	
Rafael Costas	1319 Tarton Way Cocoa, FL 32926 rafycostasrc@gmail.com	321-746-2980 hm 321-746-2980 cell	06/26/18 appointed	
Gisele Nieman Committee member (1/3 of members outside of Cocoa)	4445 Seneca Avenue Cocoa, FL 32926 District 1 (unincorporated) Gnieman13@gmail.com	321-446-8920	02/27/18 appointed	
Marlene Weiss Committee member	2415 Tulane Drive Cocoa, FL 32926 District 3 naturalhealingmassage@gmail.com	321-298-5831	02/27/18 appointed	
Trina Gilliam Committee member	813 Temple Street Cocoa, FL 32922 trinagilliam71@gmail.com	321-216-6345 (hm)	04/24/18 appointed	
Susan Hushla Committee member	115 N. Indian River Drive, Unit 231 Cocoa, FL 32922 Susan.hushla@gmail.com	985-503-0019 (cell)	04/24/18 appointed	
Robert Musser Committee member	407 N. Indian River Drive Cocoa, FL 32922 RMusser@att.net	321-212-7678 (hm) 321-394-3256 (work) 727-686-9778 (cell)	04/24/18 appointed	
Josephine Shim Committee member (2/3 of members outside of Cocoa)	4010 Dakota Avenue Cocoa, FL 32926 Shimjo2001@yahoo.com	321-636-4493 (hm) 321-431-9932 (cell)	04/24/18 appointed	
Paul Johnson Committee member	3010 Barkway Drive Cocoa, FL 32926	513-800-0084 wk	08/14/18 appointed	

(3/3 of members outside of Cocoa)	prjrvp@gmail.com			
LIAISON	Councilwoman Koss	(321) 604-1879	Updated 12/18	
Counsel: Kristin Eick	Garganese, Weiss, D'Agresta & Salzman	(407) 425-9566		
RECORDING SECRETARY	Torri Edwards	433-8661		

Legislation Details (With Text)

File #:	19-11	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	1/8/2019			**In control:**	City Council
On agenda:	1/23/2019			**Final action:**	
Title:	Consider the application of Mr. Michael Klug as 2nd Alternate Member to the Code Enforcement Board. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Klug Application.pdf Code Board Consideration letter.pdf Roster Code Enforcement Board.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 8, 2019
Agenda Date: January 23, 2019
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the application of Mr. Michael Klug as 2nd Alternate Member to the Code Enforcement Board.

BACKGROUND:

On December 10, 2018, the City Clerk's office received an Application for Board/Committee Membership for Mr. Michael Klug. Mr. Klug requested membership on either the Board of Adjustment or the Code Enforcement Board, with a higher preference as being on the Code Enforcement Board, even though there is only a 2nd Alternate Member vacancy at this time.

Mr. Klug was a member of the Code Enforcement Board when he was first appointed as the 1st Alternate Member on June 10, 2014. On March 24, 2015, he was moved to a Regular member position, as he replaced a regular board member. That term ended in June, 2015, at which time he was reappointed as a Regular member and served until the end of his term, which was June, 2018. At that time, he could not be reappointed due to his spouse being a member of the City Council.

Mr. Klug still meets all of criteria for serving on a City board. If appointed, he would not have an expiration date, as he would be the 2nd Alternate Member.

A current Code Enforcement Board Roster and Mr. Klug's application are attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

Mr. Klug was appointed on June 10, 2014 as the 1st Alternate Member of the Code Enforcement Board; in March, 2015, moved to a Regular member position; in June 2015, he was reappointed and served through June, 2018.

RECOMMENDED MOTION:

Consider the application of Mr. Michael Klug as 2nd Alternate Member to the Code Enforcement Board.

Carie Shealy

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

Application for Board/Committee Membership

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

(Please Print)

First Name	Michael
Last Name	Klug
Application Date	12/10/2018
Address1	2106 Ivy Drive
City	Cocoa
State	FL
Zip	32922
District	District 4
Home Phone Number	321-514-3533
Work Phone Number	*Field not completed.*
Cell Phone Number	321-514-3533
Other Phone Number	*Field not completed.*
Place of Business	Retired
Title/Position Held	*Field not completed.*
Date of Birth*	12/13/1951

E-mail Address	mjvegas123@aol.com

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

(Section Break)

Various City Boards/Committees Available	Board of Adjustment, Code Enforcement/Drug Related Public Nuisance Board

(Section Break)

Eligibility

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

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No
Are you related to a City of Cocoa Councilmember by	No

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

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	City Council City of Cocoa Dear Sirs and Madams, I previously held a seat on the Code Enforcement Board but had to relinquish the seat due to my spouses then seat on the City Council. I strongly support our Code Enforcement department and policies and would like to serve on the board again. Thank you for your consideration. Sincerely, Michael Klug

(Section Break)

State Reporting Requirements

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

Race	Caucasian
Gender	Male
Disability	*Field not completed.*

Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Michael J Klug
Date:	12/10/2018
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

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

January 10, 2019

Mr. Michael Klug
2106 Ivy Drive
Cocoa, FL 32922

Re: Appointment to the Code Enforcement Board

Dear Mr. Klug:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Code Enforcement Board at the Regular City Council meeting being held on Wednesday, January 23, 2019.

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

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

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Code Enforcement Board	**Meets Third Thursday Every Month @ 6pm**		**Expirations in June**	
(The Drug Nuisance Advisory Board is Comprised Of Members of the Code Enforcement Board, and Meets as Needed)				
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Jim Gifford – Chairperson	2807 Tulane Drive, 32926-5756 jgifford@cfl.rr.com	427-9645 cell	5/16 Reappointed 6/13 Reappointed 4/10 Reappointed 5/07 Reappointed 4/04 Reappointed 11/95 Appointed	2019
Virginia Weaver	2303 MacFarland Drive, Cocoa, FL 32922-7034 chargin316@cfl.rr.com	632-9241	06/18 Reappointed 07/15 Reappointed 05/12 Reappointed 05/09 Reappointed 05/06 Reappointed 8/04 Appointed to Unexpired Term	2021
George Brown, Jr., Vice Chairperson	555 W. King Street, 32922-7421	632-6563	07/17 Reappointed 05/14 Reappointed 05/11 Reappointed 6/08 reappt. 4/05 Reappointed 1983 Appointed	2020
Michael A. Cicerrella	2815 Tulane Drive, 32926-5756 mcicerrella6@gmail.com	631-0042 (h) 536-2734 (c)	06/18 Reappointed 05/15 Reappointed 04/12 Reappointed 05/09 Reappointed 05/06 Reappointed 11/04 To Fill an Unexpired Term	2021
Edward Green (replaced M. Klug)	104 Riverside Drive Apt. 204 Cocoa, FL 32922 Edgreen20@gmail.com	321-617-5554	08/18 Appointed	2021
Stephanie Moretto ~~Replaced William Terrell~~ ~~***RESIGNED***~~	105 Forrest Avenue PMB #454 Cocoa, FL 32922 stephigunz@gmail.com	321-704-3599 (hm, wk, cell)	06/18 Reappointed 01/17 Appointed Filled William Terrell's seat when he resigned (1/18)	2021
David Lightholder	219 Broadview Dr. Cocoa, FL 32922 Dave-jr0@LBCMI.us	636-1354 hm 449-9494 wk 863-4774 cell	06/18 Reappointed 05/15 Reappointed 03/15 appointed (filled C. Young seat)	2021
W. Scott Hannon 1st Alternate	1113 Westview Drive Cocoa, FL 32922 Spacecoast32922@gmail.com	443-857-9797	08/18 Appointed	No expiration
VACANCY - 2nd Alternate				
LIAISON	Councilman Boisvert	321-403-9173	Updated 12/18	
Counsel: Debra Babb-Nutcher	Brown, Garganese, Weiss & D'Agresta			
RECORDING SECRETARY	Darla Crowl	433-8508		

Legislation Details (With Text)

File #:	19-13	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	1/9/2019			**In control:**	City Council
On agenda:	1/23/2019			**Final action:**	
Title:	Consider the Appointment of (3) three of the following applicants as members to the Planning & Zoning Board: Jeri Blanco, Craig Dixon, Trina Gilliam, and Aleck Greenwood. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Blanco Application.pdf Dixon Application.pdf Gilliam Application.pdf Greenwood Application.pdf P & Z Consideration letters.pdf Roster Planning and Zoning Board.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 9, 2019
Agenda Date: January 23, 2019
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of (3) three of the following applicants as members to the Planning & Zoning Board: Jeri Blanco, Craig Dixon, Trina Gilliam, and Aleck Greenwood.

BACKGROUND:

The Planning & Zoning Board currently has one (1) Regular Member Vacancy and two (2) Alternate Member Vacancies. Marilyn Green, who was the 1st Alternate Member moved into the vacancy created by Jake Williams Jr., after his election as Mayor.

At the Regular meeting on November 28, 2018, an item for the reappointment of Mr. Aleck Greenwood was postponed until more applications for the board were received. To date, the following applicants have submitted applications for board membership. All of them meet the qualifications for serving on a City board. They are below listed in alphabetical order:

- **Jeri Blanco:** The City Clerk spoke with Ms. Blanco after her application submittal and although she applied for two boards, her first preference is the Planning and Zoning Board.

She previously served on the US 1 CRA from 2007 until her appointment as City Councilwoman on September 27, 2016.

- **Craig Dixon:** He is a new applicant, and only requesting to be on the Planning and Zoning Board. He is not a resident within the City limits of Cocoa, but is a registered voter in Brevard County. Per section 2-58(d) of the Cocoa City Code, he qualifies to be on the board, but would fulfill the 33% of non-residents allowed on the board.
  (d) *Limitation on number of nonresidents serving on boards and committees. Notwithstanding the foregoing, the maximum number of persons not satisfying both the residency and registered voter requirements of this section shall be limited to a number equal to thirty-three percent (33%) of the total number of voting board or committee members allowed to be appointed or elected to that particular board or committee.*

- **Trinia Gilliam**: As a City Planner (she is not employed by the City of Cocoa) she would like to utilize her skills to help in the City's planning process. She currently serves as the Chair of the Sustainability Advisory Committee and has requested membership on this board where she feels she would be a better fit. She would resign from the Sustainability Advisory Committee if appointed.

- **Aleck Greenwood:** Mr. Greenwood was appointed to the Planning and Zoning Board on April 26, 2016 and his term ended in November, 2018. He has also served as a member on City Council from 1995-1998 and then a second term from 1998-2001, and has served on various other boards and committees. The City Clerk spoke with Mr. Greenwood and he still wishes to be considered for appointment to this board.

Staff is requesting that out of the four applicants, one (1) Regular member be appointed to fulfill that vacancy, and two (2) Alternate members be appointed. These appointments would fulfill all seats on the Planning and Zoning Board. There would be no further vacancies.

A current Planning & Zoning Board Roster along with all of the applications are attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council appoints and reappoints to City Boards as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the Appointment of (3) three of the following applicants as members to the Planning &

Zoning Board: Jeri Blanco, Craig Dixon, Trina Gilliam, and Aleck Greenwood.

Carie Shealy

From: noreply@civicplus.com
Sent: Monday, December 10, 2018 10:54 AM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

Application for Board/Committee Membership

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

(Please Print)

First Name	Jeri
Last Name	Blanco
Application Date	12/10/2018
Address1	PO Box 236402
City	Cocoa
State	FL
Zip	32923
District	District 4
Home Phone Number	3215143531
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	Re/Max Solutions 2235 N Courtenay Pkwy St A Merritt Island, FL 32953
Title/Position Held	Sales Associate
Date of Birth*	12/19/1953

E-mail Address	jeri.blanco@gmail.com

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

(Section Break)

Various City Boards/Committees Available	Affordable Housing Advisory Committee, Board of Adjustment, Brownfields Advisory Board, Planning & Zoning Board, Redevelopment Agency (Cocoa)

(Section Break)

Eligibility

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

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No
Are you related to a City of Cocoa Councilmember by	No

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

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	City Council City of Cocoa Dear Sirs and Madams, As an engaged citizen of the City of Cocoa I care deeply about my community and believe in giving back. I have previously held positions on the US 1 RDA and have until recently served as a City Council member. I look forward to participating in a position where I can contribute and strive to improve the lives of the citizens of Cocoa. Sincerely, Jeri Blanco

(Section Break)

State Reporting Requirements

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

Race	Caucasian
Gender	Female
Disability	*Field not completed.*

Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Jeri Blanco
Date:	12/10/2018
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

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Voter Reg: 100953724
Reg. 8/6/1980

RECEIVED
JAN 09 2019
OFFICE OF THE CITY CLERK

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: CRAIG DIXON Application Date: 1-9-19

Street Address, Including Zip Code: 11 OHIO ST COCOA, FL 32926

Telephones: Home: _____ Work: _____ Pager: _____ Cell: (321) 863-5281

Place of Business: DIXON BUILDERS, L.L.C.

Title/Position Held: OWNER CONTRACTOR

Date of Birth[2] 09-14-1954

Email Address: DIXONBUILDS@GMAIL.COM

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

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

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	✓	No	
Do you own property or a business in Cocoa?	Yes		No	✓
Are you registered to vote in Brevard County, Florida?	Yes		No	✓
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	Yes		No	✓

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ✓ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No ✓
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No ✓
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ✓ No ____

GENERAL CONTRACTOR DEALING WITH BUILDING DEPT.

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

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

DIXON FAMILY CAME TO COCOA IN 1875 - MY INTEREST IS TO SUPPORT MY/OUR CITY IN MAINTAINING ITS HERITAGE BY POSITIVE PLANNING

STATE REPORTING REQUIREMENTS

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

RACE

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

GENDER

✓ Male
____ Female

DISABILITY

____ Physically Disabled

APPLICANT CERTIFICATION

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection.

2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk.

3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to.

4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following:

   Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III)
   Florida Sunshine Law (Florida Statutes, Chapter 286)
   http://www.flsenate.gov/Statutes

Signature: M. Craig Duff Date: 1-9-19

Social Security No: [redacted]

Drivers License No: [redacted]

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

Application for Board/Committee Membership

RECEIVED
JAN 0 8 2019
OFFICE OF THE CITY CLERK

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

(Please Print)

First Name	Trina
Last Name	Gilliam
Application Date	12/16/2018
Address1	813 Temple Street
City	Cocoa
State	Florida
Zip	32922
District	District 1
Home Phone Number	978-432-9221
Work Phone Number	321-221-7540
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	City of Rockledge
Title/Position Held	City Planner
Date of Birth*	9/17/1971
E-mail Address	trinagilliam71@gmail.com

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

(Section Break)

Various City Boards/Committees Available	Planning & Zoning Board

(Section Break)

Eligibility

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

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	Yes
Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever	No

been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I am interested in being a member of the Planning and Zoning Board and ask that you consider me for the current open seat. I am a resident of Cocoa and would like to use the skills as a City Planner to help the city in its planning process. I understand the challenges of managing growth, improving infrastructure, and furthering our city's economic development. I currently serve as the Chair on the Sustainability Advisory Committee and would resign my position if chosen a board member. In the past I have worked on several projects with the City and have some familiarity with the City's Land Development Regulations. My educational background is a master's degree in urban and Regional Planning from the University of Central Florida. At this time, I feel my skills, educational qualification and experience would be better served on the Planning and Zoning Board. I am confident that these qualities together with my commitment to serve will be an asset to the City of Cocoa. I respectfully request your support in being appointed to the City of Cocoa Planning and Zoning Board. Thank you for your consideration. Sincerely, Trina Gilliam

(Section Break)

State Reporting Requirements

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

Race	African-American
Gender	Female
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Trina Gilliam
Date:	12/16/2018
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: ALECK GREENWOOD Application Date: 10-25-18

Street Address, Including Zip Code: P.O BOX 1077, COCOA FL 32923 (MAILING ADDRESS)

Telephones: Home: (321) 917-3770 Work: _____ Pager: _____ Cell: (321) 917-3770

Place of Business: 640 BREVARD AVE, COCOA, FL. 32922

Title/Position Held: OWNER

Date of Birth[2] 6-17-51

Email Address: AGREENWOOD2@CFL.RR.COM

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE

(Please Check All Those That Interest You)

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

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	X	No	____
Do you own property or a business in Cocoa?	Yes	X	No	____
Are you registered to vote in Brevard County, Florida?	Yes	X	No	____
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	Yes	____	No	X

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

If yes, have your civil rights been restored? Yes ___ No ___
Do you consent to a standard criminal background check? Yes X No ___
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes X No ___
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ___ No X
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ___ No X

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

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

CITY COUNCIL MEMBER (TWO TERMS)
WAS RDA MEMBER FROM FIRST DAY BOARD WAS CREATED IN 1980

STATE REPORTING REQUIREMENTS

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

RACE

___ African-American
___ Asian-American
___ Hispanic-American
___ Native American
X Caucasian

GENDER

X Male
___ Female

DISABILITY

___ Physically Disabled

APPLICANT CERTIFICATION

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

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3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to.

4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following:

   Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III)
   Florida Sunshine Law (Florida Statutes, Chapter 286)
   http://www.flsenate.gov/Statutes

Signature: _____ Date: 10-25-18

Social Security No: [redacted]

Drivers License No: [redacted]

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

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

January 10, 2019

Mrs. Jeri Blanco
P.O. Box 236402
Cocoa, FL 32923

Re: Appointment to the Planning & Zoning Board

Dear Mrs. Blanco:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Planning & Zoning Board at the Regular City Council meeting being held on Wednesday, January 23, 2019.

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

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

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

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

January 10, 2019

Ms. Trina Gilliam
813 Temple Street
Cocoa, FL 32922

Re: Appointment to the Planning & Zoning Board

Dear Ms. Gilliam:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Planning & Zoning Board at the Regular City Council meeting being held on Wednesday, January 23, 2019.

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

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

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

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

January 10, 2019

Mr. Craig Dixon
11 Ohio Street
Cocoa, FL 32926

Re: Appointment to the Planning & Zoning Board

Dear Mr. Dixon:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Planning & Zoning Board at the Regular City Council meeting being held on Wednesday, January 23, 2019.

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

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

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

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

January 10, 2019

Mr. Aleck Greenwood
P.O. Box 1077
Cocoa, FL 32923

Re: Appointment to the Planning & Zoning Board

Dear Mr. Greenwood:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Planning & Zoning Board at the Regular City Council meeting being held on Wednesday, January 23, 2019.

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

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

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Planning & Zoning Board	**Meets First Wednesday Every Month @ 6pm**		**Expirations in November**	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Lawrence Koss	2115 N. Indian River Drive Cocoa, FL 32922 llkosmosjr@gmail.com	266-7520 cell	2/18 Appointed	2020
Al Washington ***Vice Chairman (as of 2/2014)***	3018 Sandgate Court, Cocoa FL 32922-4434 al26wash@yahoo.com	636-1099 (H) 432-7567 (C)	11/17 Reappointed 10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 08/07 Appointed	2020
Jack L. Moore (non-resident)	P.O. Box 3462 Cocoa FL 32924 Still receiving mail at: 2665 Adamson Road, 32926-2639 Residing at: 1165 Sangria Cir., Rockledge, FL 32955	537-0609 hm & work	11/16 Reappointed 10/13 Reappointed 9/10 Reappointed 1/08 Reappointed 10/04Reappointed 8/03 Appointed to Fill an Unexpired Term	2019
Marilyn Green (replaced Jake Williams, Jr.)	104 Riverside Drive #204 Cocoa, FL 32922 mlgreen20@gmail.com	617-5554 (hm) 603-502-4632 (cell)	2/18 Appointed	2021
Michael Dobrin- ***Chairman (as of 2/2014)***	100 Riverside Drive #406, 32922-7864 MIKE-CONNIE@oleanderpointe.com	637-0884	11/17 Reappointed 10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 4/06 Appointed to fill unexpired term	2020
~~Aleck Greenwood~~ **VACANCY**	~~P.O. Box 1077~~ ~~Cocoa, FL 32922~~ ~~agreenwood2@cfl.rr.com~~	~~917-3770 (c)~~	~~4/16 appointed~~	~~2018~~
Russell Sengel	5683 Saratoga Lane Cocoa FL 32926-2476 rsengel@cfl.rr.com	631-5646 (H) 637-7605 (W) 863-3704 (C)	11/16 Reappointed 10/13 Reappointed 03/13 appointed to fill term not renewed by S. Holmes and not accepted by Mr. Harvey	2019
Sharon Ervin	335 Meridian Run Drive Cocoa, FL 32926 Srcahill2001@yahoo.com	636-0734 (hm) 636-5885 (wk) 863-6916 (cell)	11/17 Reappointed 09/17 appointed to fulfill unexp term of Betty Lee	2020
Todd Anderson (non-resident)	1355 Arlington Ave. Merritt Island, FL 32952 toddpanderson@yahoo.com	403-7595 (cell)	11/16 Reappointed 1/28/14 appointed (to fill vacancy left by Stephenson)	2019
Vacancy – did not renew - Jim Crisafulli (non-voting member)	960 Harbor Pines Drive, MI 32952	453-4993	10/05 Reappointed 1/04 Appointed	2008
VACANCY -1st Alternate				

VACANCY- 2nd Alternate				
LIAISON	Mayor Williams	321-474-6789	Updated 12/18	
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	866-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY	Monica Arsenault	433-8661		

Legislation Details (With Text)

File #:	19-19	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	1/16/2019			**In control:**	City Council
On agenda:				**Final action:**	
Title:	Provide the City Manager direction on (1) applying for an ICMA scholarship to attend the 2019 Harvard Kennedy School for Senior Executives in State and Local Government Program, and (2) applying to serve as a member of the FCCMA Board of Directors. (City Manager)				
Sponsors:	Office of the City Manager				
Indexes:					
Code sections:					
Attachments:	HKS Program Brochure				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 16, 2019
Agenda Date: January 23, 2019
Prepared By: John A. Titkanich, Jr., AICP, ICMA-CM
Through: N/A
Requested Action:
Provide the City Manager direction on (1) applying for an ICMA scholarship to attend the 2019 Harvard Kennedy School for Senior Executives in State and Local Government Program, and (2) applying to serve as a member of the FCCMA Board of Directors.

BACKGROUND:

As City Manager I am seeking support and approval to apply for an International City-County Management Association (ICMA) scholarship to attend the 2019 Harvard Kennedy School for Senior Executives in State and Local Government program. Additionally, I am seeking support to serve as a member of the Florida City and County Management Association's (FCCMA) Board of Directors.

ICMA is offering scholarships to two (2) ICMA members to attend the 2019 Harvard Kennedy School for Senior Executives in State and Local Government. The program, "is a unique opportunity to challenge conventional thinking, thought processes, and the values that drive leadership decisions. It's an opportunity for senior-level city and county managers and assistants to experience personal and professional renewal. Participants step away from the daily routine for three weeks, engage their intellect and hearts with other executives in team efforts to resolve tough issues, and renew the commitment to their life's work." A program overview is attached to this agenda item. There are two classes, and if selected as a scholarship recipient I would participate in the July 8-26th class which takes into consideration the City's budget calendar.

powered by Legistar™

If selected as a scholarship recipient, ICMA covers the program fee of $16,500, and as part of the application it requires City Council to approve my participation in the program. Participants are also required to cover costs related to travel and other expenses, of which I am willing to do personally. Post program participation require I fulfill requirements as designed by the committee intended to contribute to the advancement of leadership, the profession and its body of knowledge. Scholarship recipients are expected to write an article on their experience at the Senior Executives in Local Government Program for ICMA's newsletter. As well, recipients are strongly encouraged to attend the ICMA Annual Conference. It should be noted, funds were budgeted for my attendance at this upcoming year's ICMA Annual Conference. The deadline for the ICMA scholarship application is January 31, 2019.

I am also seeking City Council support to apply to serve on the FCCMA Board of Directors as a Director-at-Large. The process is initiated through self-nomination and then vetted by the Nominating Committee which includes personal interviews of the candidates. Directors-at-Large serve a two-year term. In terms of time commitment there are four quarterly meetings, of which most are generally conducted in connection with FCCMA and or Florida League of Cities events. There may be FCCMA district related events and teleconference calls that require my participation. The deadline for self-nominations is January 31, 2019.

Below represents community and professional associations on which I currently serve:

- United Way of Brevard Board of Directors
- Endeavour Elementary School, A Community Partnership School, Cabinet Member
- Florida League of Cities Legislative Policy Committee (Land Use & Economic Development)
- Florida City and County Management Association, Communications Committee Chairperson.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

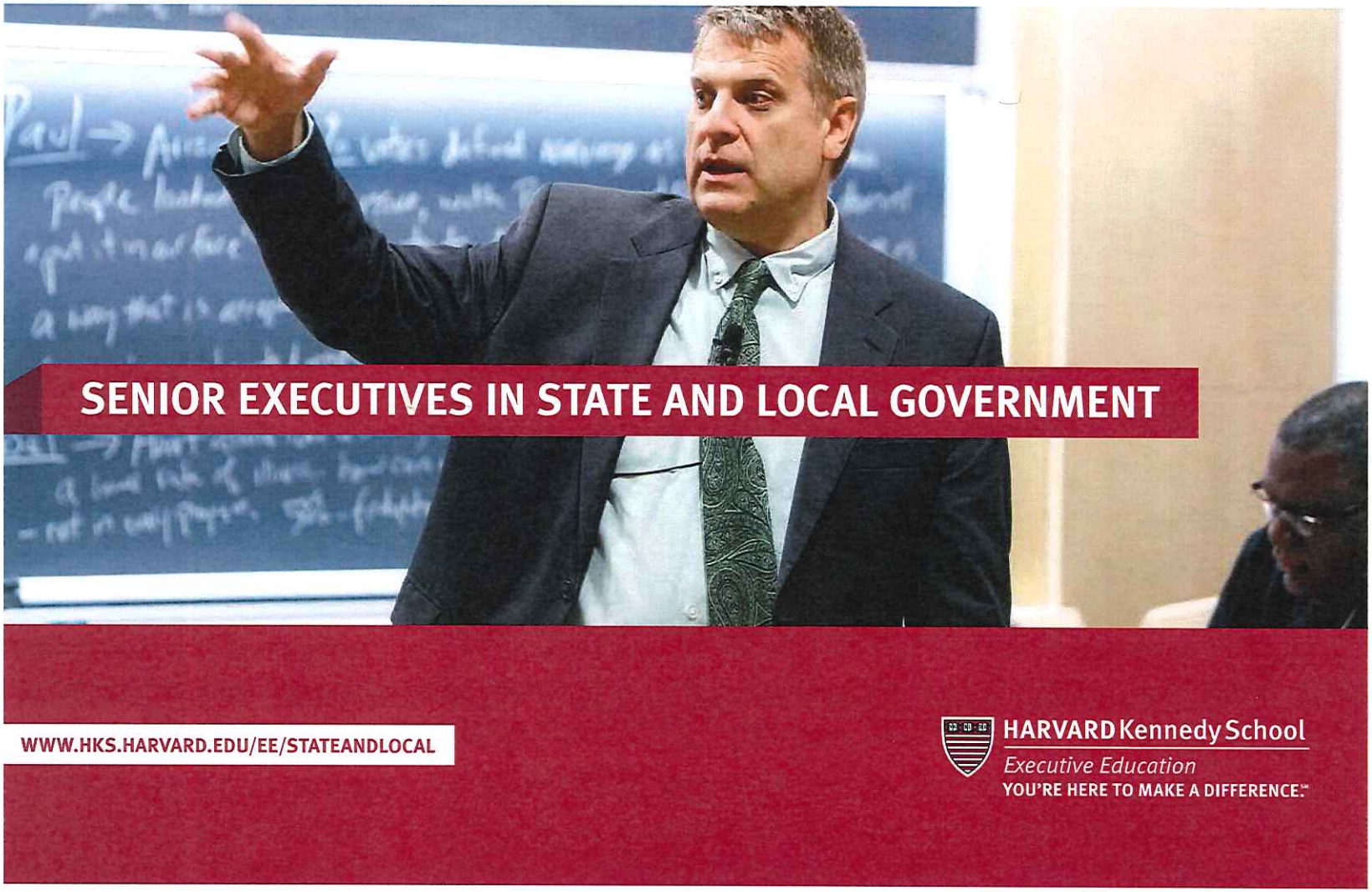
N/A

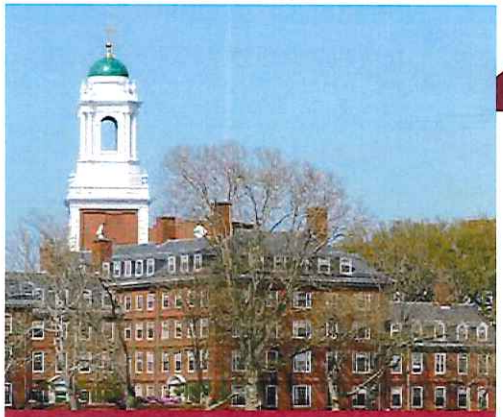
PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Support and approve the City Manager's application for an ICMA Scholarship to attend the 2019 Harvard Kennedy School for Senior Executives in State and Local Government program and support the City Manager's service as a member of the FCCMA Board of Directors if elected.


SENIOR EXECUTIVES IN STATE AND LOCAL GOVERNMENT
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HARVARD Kennedy School
Executive Education
YOU'RE HERE TO MAKE A DIFFERENCE.℠



"I would urge anyone in public service to try to take advantage of this outstanding program. It made me better equipped to work with and negotiate with colleagues to cause meaningful legislation to be passed."

– HONORABLE MARY BROADAWAY
STATE REPRESENTATIVE
ARKANSAS GENERAL ASSEMBLY
CAHN PUBLIC SERVICE FELLOWSHIP RECIPIENT

SENIOR EXECUTIVES IN STATE AND LOCAL GOVERNMENT

Senior executives in state and local governments today face greater demands from a skeptical public than at any time in recent history. To exercise effective leadership in this difficult environment, leaders in government and nonprofit organizations need the knowledge and skills to develop creative solutions under tight constraints and increased public scrutiny.

The *Senior Executives in State and Local Government* program provides a balance of traditional and hands-on learning experiences to help seasoned public officials meet the changing needs of their constituents and communities. This program enables participants to become more effective public managers by:

- Challenging assumptions about how to exercise leadership in the public sector
- Developing new conceptual frameworks for addressing policy issues
- Examining innovative partnerships and new models of collaborative governance
- Exploring the relationship between citizens and their government
- Understanding the behavioral dimensions of decision making
- Exchanging ideas with experienced faculty and a diverse group of colleagues

This three-week program operates as an interactive classroom where participants learn from each other and work together with the faculty on real-life case studies.

The classroom serves as a forum for raising difficult issues and practicing the skill of creating and maintaining conversations that lead to change.

CURRICULUM

The program curriculum is centered on the case method pioneered at Harvard. Participants will analyze and discuss cases selected to provoke insight into a wide array of strategic management and leadership issues. Each case is a real-life situation that stimulates participants to think through problem-solving methods and possible solutions. In the final two weeks of the program, participants will work on cases based on the actual challenges in both their own organizations and those of their peers. This activity serves to bridge the gap between conceptual learning and real-life experience. Key topics covered will include:

- Leadership – Exercising leadership without authority, and analyzing and managing dynamics that impede progress
- Negotiations – Moving beyond positional bargaining to build strong, resilient relationships with key partners



- Public/Private Partnerships – Creating new and nontraditional alliances among public, corporate, and nonprofit sectors in order to build support for effective solutions
- Emerging Technologies – Identifying and fostering information technologies that can increase capacity and reduce costs
- Behavioral Decision Making – Reducing decision biases in organizations and designing smart accountability systems for decision making
- Finance and Economics – Employing the tools of economics to develop a sharper understanding of fiscal issues and public goods

WHO SHOULD ATTEND

This program is designed for senior-level managers serving in or working with state and local governments, including government officials, elected officeholders, and executives of nonprofit organizations, foundations, and national associations.



TO APPLY OR LEARN ABOUT PROGRAM DATES, CURRICULUM, TUITION, AND MORE, PLEASE VISIT

WWW.HKS.HARVARD.EDU/EE/STATEANDLOCAL

Admission is competitive and based on professional achievement and organizational responsibility. There are no formal educational requirements; however, fluency in written and spoken English is a necessity for participation.

FACULTY CHAIR



David C. King is Senior Lecturer in Public Policy at Harvard Kennedy School and Faculty Chair of the MPA programs. He also chairs Harvard's Program for Newly Elected Members of the U.S. Congress. He lectures on the U.S. Congress, political parties, and election reform. Professor King joined the Harvard faculty in 1992.

In the wake of the 2000 presidential elections, Professor King directed the Task Force on Election Administration for the National Commission on Election Reform, chaired by former presidents Gerald Ford and Jimmy Carter. That effort culminated in landmark voting rights legislation signed by President Bush in late 2002. He later oversaw an evaluation and new management structure for the Boston Election Department.

David King is co-author of *The Generation of Trust: Public Confidence in the U.S. Military Since Vietnam* (2003); author of *Turf Wars: How Congressional Committees Claim Jurisdiction* (1997); and co-editor of *Why People Don't Trust Government* (1997). An award-winning speaker, Professor King's work is highlighted in Bill Smoot's *Conversations with Great Teachers* (2010).

"My experience here at Harvard provided an opportunity to transform my thinking about how I make decisions that affect my constituents and community."

– CHIEF JOEL FITZGERALD, CHIEF OF POLICE, FORT WORTH, TEXAS

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Executive Education

WWW.HKS.HARVARD.EDU/EE/STATEANDLOCAL

79 JFK Street
Cambridge, MA 02138 USA
Phone: +1-617-496-9000
Email: exed@hks.harvard.edu



Legislation Details (With Text)

File #:	18-586	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	11/9/2018			**In control:**	City Council
On agenda:	1/23/2019			**Final action:**	
Title:	Approve a Budget Resolution amending the FY 2019 budget, to transfer funds from Fund Balance Reserves to Facilities Operating Account under Project #ES17HI for the purchase and installation of two City of Cocoa “Welcome Signs” that were destroyed during Hurricane Irma. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Tab Sheet for Quote DK2019-009.pdf Budget Resolution FY 2019.docx 010919 - Kendal Signs - $21,470 - 2 ea Welcome Signs.pdf BAF 19-043 -PW- Welcome Signs (01-23-19)~Agenda 18-586.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 7, 2019
Agenda Date: January 23, 2019
Prepared By: Frank Mirabito, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer

Requested Action:
Request Council to approve a budget resolution amending the FY 2019 budget, to transfer funds from Fund Balance Reserves to Facilities Operating Account under Project #ES17HI for the purchase and installation of two City of Cocoa “Welcome Signs” that were destroyed during Hurricane Irma.

BACKGROUND:

After Hurricane Irma passed through Brevard County in September 2017, the City of Cocoa suffered extensive damage to its infrastructure. Three large City of Cocoa “Welcome Signs” were destroyed during the hurricane. One sign has been previously replaced as there was a sign face available for installation.

The other two signs are proposed to be replaced using funding from reserves dedicated to Hurricane Irma repairs, with the understanding that their costs are considered as reimbursable by FEMA. One sign is located at the base of the westbound SR 520 Hubert Humphrey Bridge as people enter the City along the waterfront. The other sign is located on the west side of Grissom Parkway at the Northerly City Limits.

Competitive quotes were requested via Demand Star Quote # DK2019-009 on December 11, 2018. This request for quote closed on January 7, 2019 with one response from Kendal Signs in the amount of $21,470. A Purchase Order for the work will be approved by the City Manager after the transfer is complete.

STRATEGIC PLAN CONNECTION:

These two signs serve an important purpose in clearly communicating Cocoa's branding and city limits to the travelling public.

BUDGETARY IMPACT:

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

Budget Amendment # 19-043

FY 2019

Revenue

Amount Requested	$ 21,470
Account Number	_001-0000-389-99-50
Account Name	_Fund Balance Reserves

Expense

Amount Requested	$ 21,470
Account Number	_001-3560-519-52-00
Account Name	_Facilities - Operating
Project Number	_ES17HI

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

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Request Council to approve a budget resolution amending the FY 2019 budget, to transfer funds from Fund Balance Reserves to Facilities Operating Account under Project #ES17HI for the purchase and installation of two City of Cocoa “Welcome Signs” that were destroyed during Hurricane Irma.

User: **Kozlak, Diane** Organization: **City of Cocoa** Logout

DEMANDSTAR

My DemandStar Buyers Account Info FAQs

Log Bid **View Bids** **Log Quote** **[View Quotes]** **Supplier Search** **Build Broadcast List** **Reports**

Quote Details

Quote Number	DK2019-009
Quote Name	City of Cocoa Welcome Signs
Broadcast Date	12/11/2018 2:22:01 PM Eastern
Date Due	1/7/2019 10:00:00 AM Eastern
Delivery Requirements	None specified
Shipping Notes	None specified
Additional Specifications	PLEASE CONTACT FRNAK MIRABITO, PUBLIC WORKS PROJECT MANAGER @ 321-433-8776 WITH ANY QUESTIONS CONCERNING THIS QUOTE.
Insurance & Additional Requirements	None specified
Terms & Conditions	THE CITY OF COCOA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS/PROPOSALS OR ANY PORTION THEREOF, WITH OR WITHOUT CAUSE, TO WAIVE TECHNICAL ERRORS AND INFORMALITIES AND TO ACCEPT THE BIDS/PROPOSALS WHICH, IN ITS JUDGEMENT, BEST SERVES THE CITY UPON AWARD(S) ORDER WILL BE PLACED VIA CITY OF COCOA PURCHASE ORDER.
Status Notes	
Broadcast List Filtered	No
Commodity Codes	**View**
Documents	**View**

Suppliers **Line Items**

1 Supplier(s) found. **Response Status:** Submitted Quote Search

Supplier	City	Attributes	Programs	Response Status	Quote Total	Delivery (days ARO)	Complete / Partial	Actions
KENDAL SIGNS	Rockledge, FL			Submitted Quote	$21,470.00	60	Complete	Details

Subtotals will be rounded up to the nearest cent

<< Return

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User: **Kozlak, Diane** Organization: **City of Cocoa** Logout

DEMANDSTAR

My DemandStar Buyers Account Info FAQs

Log Bid **View Bids** **Log Quote** **[View Quotes]** **Supplier Search** **Build Broadcast List** **Reports**

Supplier Quote Detail

Quote Number DK2019-009

Quote Name City of Cocoa Welcome Signs

Date Due 1/7/2019 10:00:00 AM Eastern

Delivery Requirements None specified

Response Submitted By **KENDAL SIGNS**
Preparer: DENISE BERG
446 Gus Hipp Blvd
Rockledge FL 32955
United States of America
Ph 3216365116
Fax: 3216365116
Email denise@kendalsigns.com

#	Description	Quantity	Price (per unit of measure)	Subtotals	Award Status
1.	City of Cocoa Welcome Signs including installation and warranty See attached scope/specifications. Please contact Frank Mirabito, Public Works Project Manager @ 321-433-8776 with any questions concerning this quote	2 ea	$10,735.00	$21,470.00	☐ Award now?
			Total:	**$21,470.00**	

Subtotals will be rounded up to the nearest cent

Award Selected Items

Additional Supplier Information

Delivery Details 60 Days After Receipt of Order (ARO)

Additional Details Permits for Brevard County and Florida Department of Transportation (FDOT) were provided by the city of Cocoa for all previous signs. If signs are going in the same location permit should not be required No permits intended by Kendal Signs.

Buyer Information

Specifications PLEASE CONTACT FRNAK MIRABITO, PUBLIC WORKS PROJECT MANAGER @ 321-433-8776 WITH ANY QUESTIONS CONCERNING THIS QUOTE

Insurance & Additional Requirements None

Terms & Conditions THE CITY OF COCOA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS/PROPOSALS OR ANY PORTION THEREOF, WITH OR WITHOUT CAUSE, TO WAIVE TECHNICAL ERRORS AND INFORMALITIES AND TO ACCEPT THE BIDS/PROPOSALS WHICH, IN ITS JUDGEMENT, BEST SERVES THE CITY. UPON AWARD(S) ORDER WILL BE PLACED VIA CITY OF COCOA PURCHASE ORDER

Quote List << Return

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kendalSIGNS
DESIGN • FABRICATION • INSTALLATION

Customer: City of Cocoa	Contact: Gary Palmer/Frank Mirabito
Billing Address: 65 Stone Street Cocoa, FL 32922	Phone #: 321-433-8773
Project Address: to be determined, somewhere in Cocoa	Fax #:
Email: gpalmer@cocoafl.org, Fmirabito@Cocoafl.org	Date: 1/9/19

PROPOSAL/CONTRACT

SCOPE OF WORK:

Kendal Signs will provide the following. $21,470.00
Two single sided, high density urethane (HDU) foam signs routed, primed and painted acrylic enamel in a semi gloss finish. HDU signs will have painted aluminum backside stiffeners. Cocoa is painted reflective black. Installed onto (2) aluminum posts per sign with breakaways, aluminum ball finials, aluminum wind beam brackets, stainless steel u-bolts, decorative pole bases, powder coating, concrete and installation of both signs.
HDU size - Large - 90"h x 70"w x 2" thick

Engineering & Filing of Notice of Commencement $0.00
Permit Acquisition Labor $0.00

SUBTOTAL: $21,470.00 **TAX:** $0.00 **TOTAL:** $21,470.00 **DEPOSIT DUE:** $0.00

TOTAL DOES NOT INCLUDE THE COST OF THE PERMIT AND WILL BE BILLED AT ACTUAL COST UPON COMPLETION.

TERMS & CONDITIONS: A deposit is due upon acceptance of job. Balance is due upon installation. Any payments not received in a timely manner by Kendal Signs shall bear interest from the due date at the rate of 18% per annum, with a $50 late fee assessed per month for the past due accounts until paid in full. All signage to remain property of Kendal Signs until paid in full. Customer's failure to submit prompt final payment following installations as per plan shall constitute default. The client/buyer agrees to pay all cost in the event of default of payment by the client/buyer, including reasonable attorney's fees. The client/buyer hereby grants Kendal Signs the right of entry into and on the property of the client/buyer for the purpose of retaking possession of the signage in the event of default, regardless of partial payment received for signage.

RESPECTFULLY SUBMITTED BY: Denise Berg **EMAIL:** denise@kendalsigns.com

NOTES: Kendal Signs will complete all work as per plan. Customer shall be assessed a lost trip charge if site is not ready upon our crews arrival. Pricing based upon 120 volt primary power to sign location by others. Substandard soil conditions (i.e. coquina, rock, large roots, water, pipe, etc.) or fascias (i.e. steel beams) are additional. All additions, changes or errors that require additional time, labor or materials will be charged at Kendal Signs standard pricing. Kendal Signs reserves the right to apply minor final adjustments and revisions to any sign designs that is deemed in our sole discretions to benefit the sign's operation and/or overall appearance.

PRODUCT WARRANTY: Our standard warranty is as follows: One (1) year on materials, finishes, general workmanship; includes parts and labor. One (1) on ballasts and transformers; includes parts only; labor to be billed as extra. Ninety (90) days on neon; includes parts and labor. Thirty (30) days on fluorescent lamps; included parts and labor. Warranties for specialty products such as electronic message centers (LED displays) issued separately.

ACCEPTANCE OF PROPOSAL: The above price(s), specifications and conditions are satisfactory and are hereby accepted. I authorize Kendal Signs to perform the works as specified. I agree to make payments as outlined above.

DATE OF ACCEPTANCE	AUTHORIZED CUSTOMER PRINTED NAME	AUTHORIZED CUSTOMER SIGNATURE

City of Cocoa Budget Adjustment Form FY 2019 - 43

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3560 | DATE PREPARED: 11/06/18

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 21,470	001-0000-389.99-50		Fund Balance Reserves	$ 832,414	$ 8,900,199	$ 8,921,669	$ 921,669
$ 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
$ 21,470	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 21,470	001-3560-519.52-00	ES17HI	Operating	$ 63,848	$ 63,848	$ 85,318	$ 72,403
$ 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
$ 21,470	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This Budget Amendment to the FY 2019 budget is to add additional budget to Fund Balance Reserves and the Facilities' Operating Account under Project #ES17HI in the amount of $21,470.00 for the purchase and installation of two City of Cocoa "Welcome Signs" that were destroyed during Hurricane Irma. Agenda 18-586 for this item is going to council on 01/23/2019.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* _____ *RESOLUTION #:* 2019-005

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.

1/7/19	Frank Mirabito	1/8/19	Lea Taylor Digitally signed by Lea Taylor Date: 2019.01.08 08:46:29 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
1/7/19	Everett J. Wegerif	1/11/19	Lora Howell Digitally signed by Lora Howell Date: 2019.01.11 14:03:05 -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 10/3/18 - IT

Legislation Details (With Text)

File #:	18-660	**Version:**	1	**Name:**	Community Planning Technical Assistance Grant Award Acceptance
Type:	Resolution			**Status:**	City Business
File created:	12/20/2018			**In control:**	City Council
On agenda:	1/23/2019			**Final action:**	
Title:	Approval to accept a $20,000 grant award from the Department of Economic Opportunity to be used by the Community Services and Fire Departments; authorize the City Manager to sign an Agreement between the City of Cocoa and the East Central Florida Regional Planning Council to conduct a Threat and Hazard Identification and Risk Assessment (THRA) Report, prepare a “Peril of Flood” comprehensive plan amendment and create a Resiliency Action Plan; approve a Budget Resolution amending the Fiscal Year 2019 Budget. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	P0299-City_of_Cocoa_TA_AgrmntEdit Budget Resolution FY 2019 BAF 19-050 -CS-DEO Grant Assessment Acceptance (01-23-19) Agenda - 18-660				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 20, 2018
Agenda Date: January 9, 2019
Prepared By: Charlene Neuterman, Redevelopment Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Council approval to accept a $20,000 grant award from the Department of Economic Opportunity to be used by the Community Services and Fire Departments; authorize the City Manager to sign an Agreement between the City of Cocoa and the East Central Florida Regional Planning Council to conduct a Threat and Hazard Identification and Risk Assessment (THRA) Report, prepare a “Peril of Flood” comprehensive plan amendment and create a Resiliency Action Plan; approve a Budget Resolution amending the Fiscal Year 2019 Budget.

BACKGROUND:

City Staff submitted a proposal to the Florida Department of Economic Opportunity for Community Planning Technical Assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities. The City will contract with the East Central Florida Regional Planning Council to assist with preparing the required deliverables.

City Responsibilities:

- Conduct a Threat and Hazard Identification and Risk Assessment (THIRA) of the City of Cocoa. The THIRA shall utilize best available data, past experience, forecasting, expert input and cooperation with the City's emergency preparedness staff. The THIRA will evaluate facilities critical to City function, health and safety, and evacuation support, as well as all roadway facilities, land use and social characteristics to help identify vulnerabilities to better assist in public services and hazard response.
- Develop a comprehensive plan to address "Peril of Flood" requirements in section 163.3178(2)(f)1-6, F.S. The proposed amendments will be based upon a vulnerability assessment that identifies coastal areas within the municipality that are vulnerable to current and future flooding resulting from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise. Strategies, principles, related engineering solutions and site development techniques
- Create a Resiliency Action Plan for the City of Cocoa, which will address the hazards identified. The City will work across all departments, to prioritize strategies and action items developed and identified through this process. The resulting Resiliency Action Plan will implement identified actions and additional needs for the City to address vulnerabilities. The priorities address will span the next five (5) years, the department responsible and the year for completion. The Action Plan will also include recommendations for long-term actions past the 5-year horizon.

City Staff are partnering with the East Central Florida Planning Council (ECFRPC) to complete the grant requirements. ECFRPC will coordinate the workshops, review the surveys, analyze priorities and assist with preparing the "Peril of Flood" plan amendment strategies. This is a grant that combined with the Community Based Resiliency Grant that was awarded at the 11-28-2018 Council Meeting will develop a future sustainability and resiliency plan for the City and local businesses.

STRATEGIC PLAN CONNECTION:

The grant addresses the strategic issues of Economic Development, Community Development, Public Safety and Civic Engagement.

BUDGETARY IMPACT:

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

Expense

Amount Requested	$ 20,000
Account Number	_001-3205-559-34-03
Account Name	_DEO-19-THREATASSESS-P0299

Revenue

Amount Requested	$ 20,000
Account Number	_001-0000-334.50-04
Account Name	_DEO-19-THREATASSESS-P0299

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
__x_ Grant Source:_DEO Grant P0299
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:
Council approval to accept a $20,000 grant award from the Department of Economic Opportunity to be used by the Community Services and Fire Departments; authorize the City Manager to sign an Agreement between the City of Cocoa and the East Central Florida Regional Planning Council to conduct a Threat and Hazard Identification and Risk Assessment (THRA) Report, prepare a “Peril of Flood” comprehensive plan amendment and create a Resiliency Action Plan; approve a Budget Resolution amending the Fiscal Year 2019 Budget.

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COMMUNITY PLANNING TECHNICAL ASSISTANCE
GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and the City of Cocoa, Florida ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, DEO has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1:** Scope of Work
- **Attachment 1-A:** Invoice: Grantee's Subcontractor(s) (Contractual Services)
- **Attachment 1-B:** Invoice: Grantee's Employee(s)
- **Attachment 1-C:** Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)
- **Attachment 1-D:** Grant Agreement Final Closeout Form
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3**: Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly-authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2018 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2019 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period".

B. FUNDING

This Agreement is a **cost reimbursement** Agreement. DEO shall pay Grantee up to ***Twenty Thousand Dollars ($20,000.00)*** in consideration for Grantee's performance under this

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Agreement. DEO, in its sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with s. 112.061, F.S., and the Invoice Submittal Procedures delineated in Attachment 1: Scope of Work. DEO shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and DEO's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including DEO); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including DEO), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. DEO may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/aadir/reference_guide/Reference_Guide_For_State_Expenditures.pdf).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htmL. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

D. RENEGOTIATION OR MODIFICATION

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at DEO's sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by DEO. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any modification of this Agreement Grantee requests must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

E. AUDITS REQUIREMENTS AND COMPLIANCE

1. **Section 215.971(1), Florida Statutes ("F.S.").** Grantee shall comply with all applicable provisions of s. 215.97, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from

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obligations incurred during the Agreement Period. Grantee shall refund to DEO any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S.. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** DEO is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to DEO under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify DEO of the receipt and content of any request by sending an e-mail to PRRequest@deo.myflorida.com within one business day after receipt of such request. Grantee shall indemnify, defend, and hold DEO harmless from any violation of Florida's public records laws wherein DEO's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with Section 501.171, F.S.. DEO may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to DEO if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If DEO's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. **Keeping and Providing Records.** DEO and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. The Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. DEO may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide DEO with copies of any records within 10 business days after DEO's request at no cost to DEO.

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Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to DEO includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, the Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If the Grantee keeps and maintains public records upon completion of this Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

4. **Audit Rights.** Representatives of the State of Florida, DEO, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. **Single Audit Compliance Certification.** Annually within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to Audit@deo.myflorida.com. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between DEO and Grantee.

6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. **Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

G. TERMINATION

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than twenty-four (24) hour written notice to Grantee. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision,

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Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute DEO's default under this Agreement.

2. **Termination for Cause:** DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. **Termination for Convenience:** DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in DEO's sole and absolute discretion that it is in DEO's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as DEO otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. **Grantee's Responsibilities Upon Termination:** If DEO issues a Notice of Termination to Grantee, except as DEO otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work DEO does not terminate; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to DEO all property and materials belonging to DEO pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is

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excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; (4) engaged in business operations in Cuba or Syria; or (5) engaged in business operations with the government of Venezuela or in any company doing business with the government of Venezuela. DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba, Syria, or Venezuela.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS (This section does not apply to this contract)

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J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** DEO does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

2. **Disclosure of Sponsorship**. As required by Section 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

K. INVOICES AND PAYMENTS

1. Grantee will provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://www.myfloridacfo.com/aadir/reference_guide/Reference_Guide_For_State_Expenditures.pdf), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:

   a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.

   b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee's invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice.

   c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.

2. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.

3. Payment shall be made in accordance with section 215.422, F.S., Rule 69I-24, F.A.C., and section 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services

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unless the Scope of Work specifies otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Agreement.

4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

   http://www.myfloridacfo.com/aadir/interest.htm

5. Grantee shall submit the final invoice for payment to DEO no later than ***60*** days after the Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

L. RETURN OR RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, DEO has an absolute right to recoup Award Funds. DEO may refuse to reimburse Grantee for any cost if DEO determines that such cost was not incurred in compliance with the terms of this Agreement. DEO may demand a return of Award Funds if DEO terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of DEO's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to DEO.

3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to DEO within 30 days of Grantee's discovery of an Overpayment, or receipt of notification from DEO that and Overpayment has occurred. DEO is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to DEO's Agreement Manager, and made payable to the "Department of Economic Opportunity". Should repayment not be made in a timely manner, DEO may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

4. **Right of Set-Off.** DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes

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of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

M. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to DEO.

DEO shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at DEO's sole and absolute discretion, after DEO's review of Grantee's insurance coverage when Grantee is unable to comply with DEO's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

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N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or Recipients' responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to DEO's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with Section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that

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notification, but only after receipt of DEO's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Grantee is not a breach, provided the information is not used for a purpose unrelated to the Grantee's obligations under this Agreement or is not subject to further unauthorized use.

O. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by the Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by the Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S..

P. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed

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herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

Q. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of $1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of $25 or more; and hardback-covered bound books, with a value or cost of $250 or more).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from DEO.

4. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or DEO furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant DEO a security interest in the

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property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

S. CONSTRUCTION AND INTERPRETATION

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "DEO" includes the State of Florida and any successor office, department, or agency of DEO, and any person or entity which has been duly authorized to and has the actual authority to act or perform on DEO's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

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T. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S.. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

U. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. DEO has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

The Governor of Florida's Executive Order 11-116 requires DEO contracts in excess of a nominal value to expressly Grantee to: (1) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees Grantee hired during the Agreement term; and (2) Include in all subcontracts under this Agreement the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees subcontractor hired during the term of the Subcontract. The Department of Homeland Security's E-Verify system can be found at:

http://www.uscis.gov/e-verify

If the Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

W. NOTIFICATIONS OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to DEO's Agreement Manager in writing within 24 chronological hours.

X. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

Y. ASSIGNMENTS AND SUBCONTRACTS

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. DEO is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another

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governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. Grantee further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend DEO against such claims.

3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. DEO may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. DEO may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.

5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with section 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and

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project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7471 will assist with questions and answers.

7. DEO shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

Z. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

AA. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. Waiver. No waiver by DEO of any of provision herein shall be effective unless explicitly set forth in writing and signed by DEO. No waiver by DEO may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by DEO to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. Governing Law. The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

3. Attorneys' Fees, Expenses. Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

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4. DEO shall decide disputes concerning the performance of the Agreement, and DEO shall serve written notice of same to Grantee. DEO's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S..

BB. INDEMNIFICATION

1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

2. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

4. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

5. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

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The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

CC. CONTACT INFORMATION FOR GRANTEE AND DEO

Grantee's Agreement Manager:

Charlene Neuterman, Community Services
Redevelopment Program Manager
65 Stone St., Cocoa, FL 32922
Phone: 321-433-8552
Fax: 321-433-8690
cneuterman@cocoafl.org

DEO's Agreement Manager:

Stella Lewis
Department of Economic Opportunity
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120
Telephone: (850) 717-8487
Facsimile: (850) 717-8522
Email: stella.lewis@deo.myflorida.com

DD. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph, and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

EE. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

[Rest of page left intentionally blank; Attachments to follow after signature page]

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

DEPARTMENT OF ECONOMIC OPPORTUNITY		**CITY OF COCOA, FLORIDA**	
By	_____	**By**	_____
	Signature		Signature
	Julie A. Dennis		**Jake Williams**
	Director		
Title	**Division of Community Development**	**Title**	**Mayor**
Date	_____	**Date**	_____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

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Attachment 1
SCOPE OF WORK

1. **GRANT AUTHORITY.** This Community Planning Technical Assistance grant is provided pursuant to section 163.3168, Florida Statutes (F.S.), and Specific Appropriation 2220, Chapter 2018-09, Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.

2. **PROJECT DESCRIPTION:** Grantee shall conduct a Threat and Hazard Identification and Risk Assessment (THIRA) of the City of Cocoa to identify potential threats and inform the City's prioritization of adaptation and resiliency activities. Grantee shall draft comprehensive plan policies to address "Peril of Flood" requirements in Section 163.3178(2)(f), F.S. Grantee shall develop a Resiliency Action Plan for the City of Cocoa based upon priorities identified in the THIRA as well as those vulnerabilities identified in the East Central Florida Regional Resiliency Action Plan.

3. **GRANTEE'S RESPONSIBILITIES:** Grantee shall timely perform the Deliverables and Tasks described in this Section 3 and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement.

   A. **Deliverable 1.** Grantee shall conduct a Threat and Hazard Identification and Risk Assessment (THIRA) of the City of Cocoa utilizing in accordance with the *Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Guide, Comprehensive Preparedness Guide (CPG) 201, 3rd Edition, May 2018 (Department of Homeland Security).* The THIRA shall utilize best available data, past experience, forecasting, expert input and cooperation with the City's emergency preparedness staff. Additional threats, including but not limited to hazardous materials, wildfire, tornado, and wind will be assessed using the best available data. The THIRA will evaluate facilities critical to City function, health and safety, and evacuation support, as well as all roadway facilities, land use and social characteristics to help identify social vulnerabilities to better assist in public services and hazard response. Findings will be compiled into a final report to include tables, charts, maps and text.

   B. **Deliverable 2.** Grantee shall develop comprehensive plan policies to address "Peril of Flood" requirements in section 163.3178(2)(f)1-6, F.S.

   1. Grantee shall draft proposed comprehensive plan amendments in strike-through and underline format that satisfy the "Peril of Flood" requirements in section 163.3178(2)(f), F.S. The proposed amendments shall be based upon a vulnerability assessment that identifies coastal areas within the municipality that are vulnerable to current and future flooding resulting from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise. Grantee shall evaluate two scenarios based on the USACE 2013 high curve and the NOAA 2017 high curve over short, medium, and long-term planning time frames. The proposed amendments shall include:

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a. A minimum of four (4) examples each of strategies, principles, and related engineering solutions that reduce flood risk in coastal areas resulting from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise; and
b. A minimum of four (4) site development techniques that may reduce losses to the local government and property owners due to coastal flooding.

DEO REVIEW OF PLAN AMENDMENTS PRIOR TO DELIVERABLE DUE DATE: Grantee shall provide a copy of the proposed plan amendments to DEO for review and comment no later than ten (10) business days before the deliverable due date. Proposed plan amendments submitted to DEO as a deliverable under this agreement must address any comments provided by DEO before the deliverable due date.

C. Deliverable 3. Grantee shall create a Resiliency Action Plan for the City of Cocoa, Florida, that shall, at a minimum, address the hazards identified in Deliverable 2. Grantee shall work across City departments with planning, economic development, emergency preparedness, utilities and other City services to prioritize strategies and action items developed and identified through this process as well as from the East Central Florida Regional Resiliency Action Plan. This prioritization process will result in a Resiliency Action Plan that implements regionally identified action items for local governments as well as additional needs for the City to address vulnerabilities identified through Deliverable 1 herein. The Action Plan shall at a minimum identify action items prioritized over the next 5 years, the responsible department, and the year for completion. The Action Plan shall also include recommendations for long term actions past the 5-year horizon.

4. DEO RESPONSIBILITIES: DEO shall receive and review the Deliverables and, upon DEO's acceptance of the Deliverables and receipt of Grantee's pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, DEO shall process payment to Grantee in accordance with the terms and conditions of this Agreement.

5. DELIVERABLES: The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	**Minimum Level of Service**	**Payment Amount Not to Exceed**	**Financial Consequences**
Deliverable 1. Grantee shall conduct a Threat and Hazard Identification and Risk Assessment (THIRA) in accordance with	Completion of Deliverable 1 as evidenced by submission of all of the following: 1. Threat and Hazard Identification and Risk Assessment (THIRA) report	$7,000	As provided in Section 12 of this Scope of Work, below.

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Section 3.A. of this Scope of Work. Deliverable due date: **March 30, 2019**	including maps, figures, and charts. 2. GIS files for identified hazards and identified assets. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.		
Deliverable 2. Grantee shall prepare proposed comprehensive plan amendments in accordance with Section 3.B. of this Scope of Work. Deliverable due date: **April 30, 2019**	Completion of Deliverable 2 as evidenced by submission of all of the following: 1. Proposed "Peril of Flood" comprehensive plan amendments in strike-through and underline format.** 2. Provide copy of Vulnerability assessment developed in FDEP Grant including supporting maps and data in accordance with Section 3.B. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS	$5,000	As provided in Section 12 of this Scope of Work, below.

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	compatible shapefiles if they are available.		
Deliverable 3. Grantee shall create a Resiliency Action Plan in accordance with Section 3.C. of this Scope of Work. Deliverable due date: **May 31, 2019**	Completion of Deliverable 3 as evidenced by submission of all of the following: 1. City of Cocoa Resiliency Action Plan in Excel and PDF format for years 1-5 indicating, at a minimum, responsible department, action item and year for completion. Recommendations for long term actions shall be included. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.	$8,000	As provided in Section 12 of this Scope of Work, below.
			Total Amount Not to Exceed $20,000.00

**** Note regarding transmitted proposed plan amendments:** Providing DEO a copy of the transmitted amendment as a deliverable under this Agreement DOES NOT satisfy the transmittal requirement in section 163.3184, F.S. To transmit the proposed amendment to DEO for agency review pursuant to section 163.3184, F.S., please send the proposed amendment package to: D. Ray Eubanks, Plan Review and Processing Administrator, Florida Department of Economic Opportunity, Bureau of Community Planning and Growth, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-4120.

6. **SUBCONTRACTS.** In accordance with **Section Y., Assignments and Subcontracts,** of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph

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constitutes DEO's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of the executed subcontract(s) shall be provided to DEO's Agreement Manager upon execution by the Parties. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract.

7. **DELIVERABLE DUE DATE.** The "deliverable due date" is the date the deliverable must be received by DEO by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.

8. **BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.

9. **COST SHIFTING.** The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in **Section D., Renegotiation or Modification**, of this Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

10. **INVOICE SUBMITTAL AND PAYMENT.**

A. DEO agrees to reimburse the Grantee for costs under this Agreement in accordance with **Section K, Invoices and Payments**, of this Agreement in the amount(s) identified per deliverable in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the value of the deliverable. Pursuant to section 215.971(1), F.S., Grantee will be reimbursed for allowable costs incurred and expended during the Agreement period by Grantee in carrying out the Project.

B. Subject to the terms and conditions of this Agreement, an itemized invoice for each deliverable shall be submitted to DEO's Agreement Manager by U. S. Mail or by electronic mail with the deliverable for which the invoice is submitted. Invoices are not required to be submitted through the Ariba Supplier Network described in Section K.2. of this Agreement. **Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by DEO to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).**

C. Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:

1. Grantee's name and address;

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2. Grantee's federal employer identification number;
3. the Agreement number;
4. the Grantee's invoice number;
5. an invoice date;
6. the dates of service;
7. the deliverable number;
8. a description of the deliverable;
9. a statement that the deliverable has been completed; and
10. the amount being requested.

D. Grantee shall submit a **final invoice** no later than ***60*** days after this Agreement ends or is terminated as provided in Section K.5. of this Agreement.

E. Documentation that must accompany each itemized invoice: The following documents shall be submitted with the itemized invoice:

1. **For Work Performed by a Subcontractor:**
    a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
    b. Copies of paid invoices submitted to Grantee by the Subcontractor; and
    c. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

2. **For Work Performed by Grantee's Employees:**
    a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
    b. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
        i. The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
        ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
    c. Invoices or receipts for other direct costs.
    d. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.

F. Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.

11. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE. Grantee shall submit all deliverables to DEO's Agreement Manager. DEO will review all work

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submitted for payment under the deliverables and will determine in DEO's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, DEO shall provide written notice to Grantee by electronic mail of DEO's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If DEO determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from DEO to correct the insufficiency, and during this 10 business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. DEO may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with DEO to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until DEO notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by DEO.

12. FINANCIAL CONSEQUENCES.

A. Financial consequences of $50 a business day up to a maximum of $500 shall be imposed in each of the following circumstances:

1. Grantee submits a deliverable to DEO more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by DEO or the maximum financial consequence accrues, whichever occurs first.

2. Grantee is given a notice of insufficiency and fails to submit to DEO a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by DEO or the maximum financial consequence accrues, whichever occurs first.

B. Imposition of the above described financial consequences shall in no manner affect DEO's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.

13. PRELIMINARY DRAFT DELIVERABLES; DEO REVIEW AND COMMENT. Unless preliminary draft deliverables are required under Sections 3 or 5 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., proposed plan amendments, reports) to DEO for review and comment no later than ten (10) business days before the deliverable due date. If DEO provides comments, Grantee is urged to address them in the deliverable submitted to DEO for payment. If submission of a preliminary draft deliverable is required under Sections 3 or 5 of this Scope of Work, above, DEO shall provide comments to the Grantee no later than four business days before the deliverable due date.

14. LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL. Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in section 163.3184(1)(b), F.S., and will be evaluated for compliance as part

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of DEO's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. DEO's compliance determination will be a limited determination without input from the reviewing agencies identified in section 163.3184(1)(c), F.S.. A limited compliance determination for the purpose of this Agreement is not binding on DEO in a subsequent review under section 163.3184, F.S.. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by DEO based on comments by DEO or other reviewing agencies. Documents submitted to DEO for payment under this Agreement may not copy or duplicate reports or other written material prepared prior to the Agreement Period in **Section A., Agreement Period**, of this Agreement or prepared by or on behalf of someone other than the Grantee for a purpose other than the specific grant project identified in this Scope of Work. At the option of the Grantee, copies of such relevant documents may be appended to documents submitted to DEO for payment.

15. **EXTENSIONS OF TIME OF DELIVERABLE DUE DATES.** Notwithstanding **Section D., Renegotiation or Modification**, of this Agreement, DEO's Agreement Manager, in DEO's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:

    A. Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to DEO's Agreement Manager **no later than four (4) business days before the deliverable due date** (or the earliest of multiple due dates for which the extension is requested);

    B. A request for extension from Grantee's Agreement Manager must state the reason for the extension; and

    C. DEO's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

    This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

16. **ADVERTISING AND INFORMATION RELEASE.** Notwithstanding **Section J., Advertising and Sponsorship Disclosure**, and **Section F., Records and Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from DEO for the work described in this Scope of Work.

17. **NOTIFICATION OF INSTANCES OF FRAUD.** Instances of Grantee's operational fraud or criminal activities shall be reported to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

18. **NON-DISCRIMINATION.** Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated

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to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

19. **GRANTEE'S RESPONSIBILITIES UPON TERMINATION.** If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:

    A. Stop work under this Agreement on the date and to the extent specified in the notice;

    B. Complete performance of such part of the work as shall not have been terminated by DEO;

    C. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and

    D. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

20. **CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT.** In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

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Attachment 1-A – Invoice: Grantee's Subcontractor(s) (Contractual Services)

INVOICE

GRANTEE'S NAME: _____ **INVOICE NO.: _____**
FEIN: _____ **INVOICE DATE: _____**

Agreement No.: _____

TO:
Florida Department of Economic Opportunity
Division of Community Development
Attn.: Stella Lewis
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ **Deliverable _____ Completed:** [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Contractual Services	$__
TOTAL	**$___**

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Attachment 1-B – Invoice: Grantee's Employee(s)

INVOICE

GRANTEE'S NAME: _____ **INVOICE NO.: _____**
FEIN: _____ **INVOICE DATE: _____**

Agreement No.: _____

TO:
Florida Department of Economic Opportunity
Division of Community Development
Attn.: Stella Lewis
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ **Deliverable _____ Completed:** [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Salaries Fringe Benefits Travel Postage [other direct costs: identify them]	 $__ $__ $__ $__ $__
TOTAL	**$___**

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Attachment 1-C – Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)

INVOICE

GRANTEE'S NAME: _____ **INVOICE NO.: _____**
FEIN: _____ **INVOICE DATE: _____**

Agreement No.: _____

TO:
Florida Department of Economic Opportunity
Division of Community Development
Attn.: Stella Lewis
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ **Deliverable _____ Completed:** [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Contractual Services Salaries Fringe Benefits Travel Postage [other direct costs: identify them]	 $__ $__ $__ $__ $__ $__
TOTAL	**$___**

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Attachment 1-D

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Cissy Proctor
EXECUTIVE DIRECTOR

Grant Agreement Final Closeout Form

FLAIR Contract ID:			
Recipient Name:		**Contract Amount**	$0.00
Vendor ID:		**Deobligated Funds**	$0.00
Contract End Date:		**Final Contract Amount**	$0.00

Section A: Financial Reconciliation

1. Total Recipient Funds Received from DEO	$0.00
2. Total Recipient Expenditures	$0.00
3. Balance of Unexpended Program Income (from Section B)	$0.00
4. If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient.	$0.00

Section B: Statement of Recipient Income

○ There was no recipient income earned under this contract.
◉ The following recipient income was earned under this contract.

Description of Recipient Income

Source	Amount	Expended	Balance
	-	-	- - -
Total Program Income	**$0.00**	**$0.00**	**$0.00**

Section C: Property Inventory Certification

◉ No tangible property was purchased in the contract period.
○ All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of $1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Economic Opportunity if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.

Description of Property Inventory

Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

Section D: Recipient Certification

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name: _____ Signature: _____

Title: _____ Date Signed: _____

Section E: DEO Internal Review and Approval

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income and Property Inventory are true and accurate.

Name: _____ Signature: _____

Title: _____ Date Signed: _____

Date Updated: September 29, 2015

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Attachment 2

AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by DEO as described in this Attachment 2.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR part 200 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR Part 200, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR Part 200, as revised.

1. In the event that the recipient expends $750,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart F of 2 CFR Part 200, as revised.

3. If the recipient expends less than $750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, as revised, is not required. In the event that the recipient expends less than $750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).

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4. Title 2 CFR 200, entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to 2 CFR 200 for revised definitions, reporting requirements and auditing thresholds referenced in this attachment and agreement accordingly.

PART II: STATE FUNDED This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statues, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. Additional information regarding the Florida Single Audit Act can be found at:
   http://www.myflorida.com/audgen/pages/flsaa.htm

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is

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not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, as revised, and required by this greement shall be submitted, when required by Section .512, 2 CFR Part 200, as revised, by or on behalf of the recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

B. The Federal Audit Clearinghouse designated in 2 CFR Part 200, as revised (the number of copies required by Section .512, 2 CFR Part 200, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Section .512, 2 CFR Part 200, as revised.

2. Pursuant to Section .512, 2 CFR Part 200, as revised, the recipient shall submit a copy of the reporting package described in Section .512, 2 CFR Part 200, as revised, and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

3. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

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A. DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Copies of reports or the management letter required by this agreement shall be submitted by or on behalf of the recipient directly to:

   A. DEO at each of the following addresses:

      N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if

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any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **DEPARTMENT OF ECONOMIC OPPORTUNITY – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION** - **$20,000**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

- ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.

NOTE: Title 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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ATTACHMENT 3
Audit Compliance Certification

Grantee Name: _____

FEIN: _____ Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to item 2:

   Did Grantee expend $750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Grantee expend $750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Authorized Representative Title of Authorized Representative

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=6985438&GUID=86315831-4EFD-4BF7-981E-E74383B00DC7* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	19-7	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	1/7/2019			**In control:**	City Council
On agenda:	1/23/2019			**Final action:**	

Title: Stormwater Utility: (1) Authorize the City Manager to approve a Task Order with Mead and Hunt to provide engineering services related to a Stormwater 10-Year Working Plan utilizing Continuing Services Agreement RFQ-16-01-COC; and (2)(a) Authorize the City Manager to approve a Purchase Order and an agreement with Stantec Consulting Services Inc. (Formerly Known as Burton and Associates), to develop a 10 year financial plan for the Stormwater Utility, to ensure that the rates developed will provide sufficient revenues to cover all of the utility's operations and maintenance and capital costs, while maintaining sufficient levels of reserve funds; (b) Approve a waiver to the competitive bid procurement process for Professional Services provided by Stantec Consulting Services, Inc. in accordance with Section 15.4 of the Financial Operation manual as being in the best interests of the City; (3) Approve a related Budget Resolution Amending the 2019 Fiscal Year Budget. (Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments: Updated Stormwater 10 Year Work Plan_Proposal_12.21.18
Stantec - FY 2019 Stormwater Rate Study Proposed Agreement - 12-10-18
TO (2019-09) MEAD_HUNT -- 1-8-19 - $65120 - SW
Budget Resolution FY 2019
BAF 19-048.pdf
BAF 19-049; BAF 19-048.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 7, 2019
Agenda Date: January 23, 2019
Prepared By: Abigail Diaz P.E. Assistant City Engineer
Through: Everett Wegerif P.E. Public Works Director/ City Engineer
Requested Action:

Stormwater Utility: (1) Authorize the City Manager to approve a Task Order with Mead and Hunt to provide engineering services related to a Stormwater 10-Year Working Plan utilizing Continuing Services Agreement RFQ-16-01-COC; and **(2)(a)** Authorize the City Manager to approve a Purchase Order and an agreement with Stantec Consulting Services Inc. (Formerly Known as Burton and Associates), to develop a 10 year financial plan for the Stormwater Utility, to ensure that the rates developed will provide sufficient revenues to cover all of the utility's operations and maintenance and capital costs, while maintaining sufficient levels of reserve funds; **(b)** Approve a waiver to the competitive bid procurement process for Professional Services provided by Stantec Consulting Services, Inc. in accordance with Section 15.4 of the Financial Operation manual as being in the best

interests of the City; **(3)** Approve a related Budget Resolution Amending the 2019 Fiscal Year Budget.

BACKGROUND:

The City of Cocoa established a Stormwater Utility in 1992 to provide a dedicated funding source for stormwater system construction projects and routine maintenance. Rates were originally established at $2.00/SFU (Single Family Unit)/ month for developed properties. The current rate is now $7.00/SFU/ month. Under the current rate resolution, rates for a SFU increase annually on October 1st by $.25. One SFU is defined as 2166 square feet of impervious area. All residential units are charged at a rate of one SFU per month. Commercial customers are billed based on the area of the improved portion of their properties. Residential and commercial customers with a water meter are billed monthly on their water bills. Throughout the year, many customers are not billed due to utility turn-offs or properties being vacant. A significant amount of Stormwater revenue is therefore lost. Undisturbed developable properties are billed annually at a rate of $11.00 per acre per year.

Since the Stormwater Utility has been established, numerous environmental regulatory changes have taken place. The Indian River Lagoon Total Maximum Daily Load analysis and the resulting Basin Management Action Plan have placed mandates on the City to improve the quality of stormwater flowing into the Indian River Lagoon. Though much progress has been made, additional improvements to water quality are required. The “Save Our Indian River Lagoon” (SOIRL) action plan has generated funding that can be leveraged by the city to construct projects to reduce nutrients being discharged to the lagoon. There are numerous maintenance-related projects that are to close open ditches, enhance stormwater retention and replace aging infrastructure.

City staff recommends a 10-year Capital Needs study be performed to quantify costs of future improvements needed to meet maintenance needs and water improvement quality requirements. City staff has generated a preliminary list of approximately 40 projects. Mead and Hunt, one of the City’s Stormwater Utility Continuing Services providers, has provided a proposal to investigate up to 55 projects at a cost of $69,620. The construction cost of the needed projects will provide data needed to determine future rates needed to sustain the development of these projects.

City staff further recommends that the billing system and rates be evaluated by Stantec, the City’s Financial Model consultant, to determine how the current rate structure should be developed to meet future needs. Their services are being obtained through a waiver to the competitive bid procurement process for Professional Services in accordance with Section 15.4 of the Financial Operation manual as being in the best interests of the City due to Stantec’s previous year’s work creating and maintaining the City’s proprietary financial and rate modeling systems and the need to integrate the Stormwater Utility into the proprietary model in use with the General and Utility Enterprise Funds. Attempting to create a stand-alone Stormwater financial model will be counter-productive to the City’s management objective of having an integrated financial model and inefficient to maintain. One of the recommendations will be a change from monthly billing on the water bill to annual billing on the property tax bill. The change to annual billing will ensure all revenue is collected, regardless of the billing status of the property. Stantec has provided a proposal to review the system’s funding needs, billing system, and construct a Financial Model at a cost of $66,327. They will provide work necessary to accomplish the billing method change prior to the deadlines required by the state and Brevard County Property Tax Collector.

Stantec Consulting, Inc., formerly known as Burton and Associates, is to provide services similar to those provided in creating the City’s General Fund and Water/Sewer Utility Rate and Financial

sustainability models. Further, Stantec's knowledge of the system and previous preparation of fire assessment rate models, which included preparation of property databases that will also be useful for determining appropriate stormwater rates, is sufficient reason to waive the competitive bidding requirements. It is in the best interest of the City to continue these services using the same proprietary financial models.

The costs of these services exceeded the available budgeted amount. A transfer of funds from Stormwater Reserves to the Professional Services account is required.

STRATEGIC PLAN CONNECTION:

The 10 year Capital Needs study with provide the city with solid direction to improve water quality going into the Indian River Lagoon while the rate and billing system study will determine how the 10 year Capital Needs will be met

BUDGETARY IMPACT:

Stantec Consulting Validation	$66,327
Mead and Hunt Capital Needs Study	$65,120
	$132,447

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

$32,000 was budgeted for the Stormwater - Cost of Service Rate and Impervious Validation (Stantec). The following amendments are needed for additional costs to perform the validation, as well as funds for the full cost of the Capital Needs Study (Mead & Hunt).

Budget Amendment Form #19-048

Revenue

Amount Requested	$65,120
Account Number	423-0000-389.99-50
Account Name	Stormwater Utility Reserves

Expense

Amount Requested	$65,120
Account Number	423-3570-538-31-00
Account Name	Professional Services

This amendment is to provide funding for the Mead & Hunt portion of this agenda item.

Budget Amendment Form #19-049

Revenue

Amount Requested	$34,327
Account Number	423-0000-389.99-50
Account Name	Stormwater Utility Reserves

powered by Legistar™

Expense
Amount Requested $34,327
Account Number 423-3570-538-31-00
Account Name Professional Services
This amendment is to provide additional funding for the Stantec portion of this agenda item.

PREVIOUS ACTION:

Council approved the Stormwater Utility Fund Ordinance in 1992

RECOMMENDED MOTION:

(1) Authorize the City Manager to approve a Task Order with Mead and Hunt to provide engineering services related to a Stormwater 10-Year Working Plan utilizing Continuing Services Agreement RFQ -16-01-COC; and (2)(a) Authorize the City Manager to approve a Purchase Order and an agreement with Stantec Consulting Services Inc. (Formerly Known as Burton and Associates), to develop a 10 year financial plan for the Stormwater Utility, to ensure that the rates developed will provide sufficient revenues to cover all of the utility's operations and maintenance and capital costs, while maintaining sufficient levels of reserve funds; (b) Approve a waiver to the competitive bid procurement process for Professional Services provided by Stantec Consulting Services, Inc. in accordance with Section 15.4 of the Financial Operation manual as being in the best interests of the City; and (3) Approve a Budget Resolution Amending the 2019 Fiscal Year Budget.

Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127
386-761-6810

December 21, 2018

Ed Wegerif, P.E.
Public Works Director
City of Cocoa
Public Works Building
155 North Wilson Avenue
Cocoa, FL 32922

Email: ewegerif@cocoafl.org
Hard Copy Mailed Only on Request

Re: STORMWATER 10 YEAR WORK PLAN

Dear Mr. Wegerif,

Mead & Hunt is pleased to provide this revised engineering services proposal for this project. The attached task order addresses the work activities we understand to be required. The task order includes developing a 10 year stormwater work plan utilizing the City's Capital Improvement Program, TMDL Compliance Strategy Report and other City-provided data. The work plan will include improvement cost estimates along with ranking and prioritizing of the water quality and flood mitigation projects. We understand that the work plan will be utilized by another City consultant to evaluate of the City's Stormwater Utility Rates.

The attached task order is in conformance with our professional services agreement. We look forward to the opportunity to serve the City of Cocoa on this and future projects. If you have any questions or comments, please contact our office.

Sincerely,

David A. King, P.E.
Vice President, Business Unit Leader

Steven G. Danskine, P.E.
Project Manager

DAK/SGD:bf

Enclosures: Task Order
Manhours Estimate Breakdown

STORMWATER 10 YEAR WORK PLAN STUDY
CITY OF COCOA
TASK ORDER
December 21, 2018

1. GENERAL:

1.1 This Task Order is in conformance with the Agreement for Stormwater Engineering Services ("Agreement") dated January 27, 2016 between the City of Cocoa ("CITY") and Mead & Hunt, Inc ("M&H").

2. BACKGROUND:

2.1 In order to properly plan and budget for the CITY's future Stormwater Utility needs, the CITY desires M&H to develop a 10 year work plan.

2.2 The CITY intends to address Indian River Lagoon Basin Management Action Plan (BMAP) requirements to reduce Total Maximum Daily Loading (TMDL) of nutrients to the lagoon through water quality improvement projects.

2.3 Various grant funding sources exist to assist with the design and construction of water quality improvement projects.

2.4 In order to continue to meet citywide stormwater level of service goals, various stormwater infrastructure and maintenance projects need to be evaluated.

2.5 The projects identified for evaluation include various water quality improvement projects, maintenance of existing infrastructure, retrofit and improvements to current flooding issues, and major equipment repairs or replacement.

3. SCOPE OF WORK:

M&H will perform the following Stormwater Work Plan Study Tasks:

3.1 Water Quality Projects

3.1.1 M&H will meet with CITY staff to discuss an estimated 30 water quality related projects identified for review and obtain information pertaining to the current state of conceptual design.

3.1.2 Review the CITY provided watershed data (basins, soil types, land use, etc.) to characterize runoff and nutrient loads for each of the projects identified.

3.1.3 Evaluate current nutrient loading and evaluate potential nutrient load reductions for each of the identified projects. M&H may utilize Applied Ecology, Inc. as needed to complete some of this work if analyses sufficient for Save Our Indian River Lagoon (SOIRL) funding requests are needed. An allowance has been included for such.

3.1.4 Complete conceptual design for each project and prepare planning-level project cost estimate and evaluate cost/lb for nutrient removal for each water quality project. Cost estimates will be based on recent unit pricing for similar projects in east central Florida and/or FDOT historical unit costs.

3.1.5 Identify potential grant funding sources and participation percentages.

3.1.6 Rank order the identified projects based upon cost effectiveness, nutrient load reduction and grant funding availability.

3.2 Maintenance and Flood Mitigation Projects

3.2.1 M&H will meet with CITY staff to discuss an estimated 25 maintenance and flood mitigation related projects identified for review and obtain information pertaining to the current state of conceptual design, annual maintenance expenses, level of service and repetitive loss information.

3.2.2 Complete conceptual design for each project and prepare planning-level construction cost estimate. Note: this concept level design does not include hydrologic and hydrodynamic (H&H) modeling. Cost estimates will be based on recent unit pricing for similar projects in east central Florida and/or FDOT historical unit costs.

3.2.3 Rank order the identified projects based upon cost effectiveness and mitigation effectiveness.

3.3 Major Equipment Repair / Replacement

3.3.1 M&H will meet with CITY staff to discuss equipment identified, their current annual maintenance costs and estimated repair costs, along with estimated replacement costs. At this time it will also be necessary to identify deficiencies with existing equipment as they pertain to current and future stormwater infrastructure needs, as the older technology equipment may be inadequate to meet future needs.

3.3.2 Rank order the identified equipment repair/replacement needs based upon cost effectiveness.

3.4 Prepare a written description and graphical figure for each project including a cost / benefit analysis and rank order them in spreadsheet and written form as they pertain to the City's 10 year work plan.

4. DELIVERABLES:

4.1 Five (5) draft copies, five (5) final copies, electronic files included with each submittal. Additional copies provided at actual printing cost.

5. SCHEDULE:

M&H will strive to complete the activities per the estimated schedule as follows:

Tasks 3.1.1, 3.2.1, and 3.3.1: Within 2 weeks of signed Task Authorization.

Remainder of Tasks 3.1, 3.2, and 3.3: Within 8 weeks of receipt of all CITY documents and meetings.

Task 3.4: Within 2 weeks of approval of previous task review by the CITY.

6. **COMPENSATION**:

6.1 M&H proposes to complete the above stated work for an estimated fee of sixty-five thousand one hundred twenty and 00/100 Dollars ($65,120.00) based on the following:

Work Plan	$60,620	Lump Sum
Expenses/GIS Subconsultant	$4,500	Time/Expense
TOTAL	**$65,120**	

7. **EXCLUSIONS**:

This proposal excludes:

- Survey
- Geotechnical evaluation
- Hydrologic and Hydraulic Modeling
- Design of improvements

MEAD & HUNT

David A. King, P.E.
Vice President/Business Unit Leader

12/21/13
Date

CITY OF COCOA, FLORIDA

John Titkanich, AICP
City Manager

Date

THE CITY ACKNOWLEDGES AND AGREES THAT THIS TASK ORDER IS SUBJECT TO SECTION 558.0035, FLORIDA STATUTES WHICH PROVIDES THAT INDIVIDUAL DESIGN PROFESSIONALS EMPLOYED BY THE ENGINEER OR AN AGENT OF THE ENGINEER MAY NOT BE INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT AND THIS TASK ORDER ISSUED THEREUNDER PROVIDED CERTAIN STATUTORY CONDITIONS ARE SATISFIED.

IF THE CONTRACTOR (M&H) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (M&H's) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF COCOA, 65 STONE STREET, COCOA, FL 32922, CITY Clerk, Carie Shealy, (321) 433-8484, cshealy@cocoafl.org.

Stormwater 10 Year Work Plan Study
City of Cocoa
Estimated Manhour Breakdown

Revised 12/21/18

Task		Principal (hours)	Project Manager (hours)	Project Engineer (hours)	Production Supervisor (hours)	CADD/GIS Technician (hours)	Administrative Support (hours)	Total Task ($)
#	Description	$175	$175	$140	$80	$75	$50	See Below
3.1.1	Water Quality - Meetings	2	4	0	0	0	2	$1,150
3.1.2	Water Quality - Data Review	1	4	8	0	0	2	$2,095
3.1.3	Water Quality - Evaluation	0	8	16	0	0	2	$3,740
3.1.4	Water Quality - Conceptual Designs	1	30	60	12	120	2	$23,885
3.1.5	Water Quality - Cost Splits	0	4	0	0	0	2	$800
3.1.6	Water Quality - Rankings	1	4	4	0	0	2	$1,535
3.2.1	Maintenance and Flood Mitigation - Meetings	2	4	0	0	0	2	$1,150
3.2.2	Maintenance and Flood Mitigation - Conceptual Designs	1	25	50	10	100	2	$19,950
3.2.3	Maintenance and Flood Mitigation - Rankings	1	4	4	0	0	2	$1,535
3.3.1	Major Equipment - Meetings	2	4	0	0	0	2	$1,150
3.3.2	Major Equipment - Rankings	0	4	4	0	0	2	$1,360
3.4	Report and Figures	2	0	0	4	16	8	$2,270
	TOTAL ALL TASKS	13	95	146	26	236	30	
						Lump Sum Subtotal		$60,620
						Subconsultant/Allowance Subtotal		$4,500
						GRAND TOTAL		**$65,120**

Sub-Consultant/Allowance Breakdown	
Description	**Amount**
Applied Ecology Allowance	$ 4,000
Out-of-Pocket Expenses, Printing, etc.	$ 500
TOTAL	**$ 4,500**

December 10, 2018

Mr. John A. Titkanich
City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Re: FY 2019 Stormwater Rate Study

Dear Mr. Titkanich:

As requested, the attached proposed Agreement is to conduct a FY 2019 Stormwater Rate Study for the City.

Scope of Service

The scope of service will include four work elements. In the first work element we will develop a ten year financial plan for the stormwater utility to ensure that the rates developed will provide sufficient revenues to cover all of the utility's operations and maintenance and capital costs, while maintaining sufficient levels of reserve funds. This work element will determine the revenue requirement in the test year, which we assume will be FY 2019, in the context of the ten year financial plan.

The second work element will include a cost of service and rate design analysis. We will evaluate the proper allocation of costs to property classes and determine the unit cost, or Equivalent Billing Unit (EBU) to be used in the development of rates based upon the impervious surface data in the current billing system. We will then develop specific rates by property class and prepare a Master Account File (MAF) with the stormwater fee for each account to be billed.

The third work element includes the preparation of a report, presentation to the City Council and Preparation and delivery of the final MAF.

The fourth work element includes implementation assistance, including review of ordinances/resolutions prepared by the City Attorney, preparation of First Class Mailing Notice of Hearing, accomplishment of the First Class Mailing Notice of Hearing, attendance at the Hearing for adoption and provision of an assessment roll for certification to the Tax Collector.

The City has also asked for a separate optional task to validate the impervious surface area in the current billing system. Therefore, we have included an optional task that includes a sampling approach to validate impervious surface on a number of parcels using GIS and/or aerial photos for comparison to the impervious surface in the current billing system.

Fee

I have developed a detailed Project Work Plan and Fee Estimate which is included in the enclosed Agreement. I have also included a summary, on the next page, of our proposed fee by work element, inclusive of out-of-pocket expense.

Work Element		Hours	Fee
Work Element 1:	Conduct a Financial Sustainability Analysis to Determine Stormwater Revenue Requirements in the Context of a Long Term Financial Plan	91	$ 17,631
Work Element 2:	Conduct a Cost-of-Service and Rate Design Analysis	97	$ 17,422
Work Element 3:	Prepare Report, Present to City Council and Provide Final MAF	52	$ 9,628
Work Element 4:	Assist with Implementation	49	$ 9,549
Estimated Pass Through Mailing Contractor Expenses		NA	$ 7,350
Total Project		**289**	**$ 61,580**

Optional Task to Validate Impervious Surface	29	$ 4,747
Total Project with Optional Task to Validate Impervious Surface	**318**	**$ 66,327**

We can begin work on this project immediately and estimate that it can be completed within approximately 120 days of receipt of all required data.

If the terms of this proposal and the enclosed Agreement are acceptable to the City, please check the desired scope items under Compensation in the enclosed Agreement, execute the Agreement and return one copy to me for our files (a facsimile copy will be fine).

We look forward to continuing to be of service to the City on this project. If you have any questions, please do not hesitate to call me at (904) 923-1466.

Very truly yours,



Michael E. Burton
Vice President

CONSULTING SERVICES AGREEMENT

Contract No.: _____

Effective Date: Date Last Executed Below

End Date: September 30, 2019

CLIENT:
City of Cocoa
65 Stone Street
Cocoa, Florida 32922
Attn: John Titkanick, City Manager

CONSULTANT:
STANTEC CONSULTING SERVICES, INC.
200 Business Park Circle, Suite 101
St. Augustine, FL 32095
Attn: Michael E. Burton, Vice President

Services: FY 2018 Stormwater Rate Study (as further described in Attachment A)

Compensation (Check Applicable Scope Items):

____ Base Study - Fixed Fee of $61,580, inclusive of out-of-pocket expenses, to be billed monthly based upon percent complete by sub-task.

____ Optional Work Element to Validate Impervious Surface - $4,747, inclusive of out-of-pocket expenses, to be billed monthly based upon percent complete by sub-task.

This Consulting Services Agreement ("Agreement") is entered into as of the Effective Date shown above, between CLIENT and CONSULTANT, collectively the "Parties".

IN WITNESS WHEREOF, and in consideration of the mutual covenants and promises herein, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

City of Cocoa	**STANTEC CONSULTING SERVICES, INC.**
	
Authorized Signature	Authorized Signature
	Michael E. Burton
Name	Name
	Vice President
Title	Title
	December 10, 2018
Date	Date

GENERAL CONDITIONS

In consideration of the mutual covenants and promises herein, the Parties agree as follows:

1 SCOPE OF SERVICES

1.1 The services to be performed by CONSULTANT for CLIENT under this Agreement ("Services") are set out in Attachment A (Scope of Services), incorporated herein by reference. The Services are to be performed in support of the project identified in Attachment A ("Project").

2 COMPENSATION

2.1 CLIENT shall pay to CONSULTANT, as compensation for the Services ("Compensation"), a lump sum amount as specified on the cover page.

3 INVOICING AND PAYMENT

3.1 CONSULTANT shall submit its standard monthly invoice describing the Services performed and expenses incurred during the preceding month. CLIENT shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to CONSULTANT within thirty (30) calendar days from the date of CONSULTANT's monthly invoice.

3.2 Payment of all Compensation due CONSULTANT pursuant to this Agreement shall be a condition precedent to CLIENT's use or reliance upon any of CONSULTANT's professional services or work products furnished under this Agreement.

3.3 In the event payment for the Services has not been made within 60 calendar days from the date of the invoice, CONSULTANT may, after giving 7 calendar days written notice and without penalty or liability of any nature, and without waiving any claim against CLIENT, suspend all or any part of the Services. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 1.5% per month (18% per annum), not to exceed the maximum rate allowed by law, shall be added to the unpaid balance of each invoice. The interest period shall commence 30 calendar days after the date of the invoice. Payments shall first be credited to interest and then to principal.

3.4 Electronic payment may be made to the following address:

BANK NAME: Wells Fargo Bank
BANK ADDRESS: 350 W. Colorado Blvd, Suite 210 Pasadena, CA 91105
ACCOUNT #: 484-8641379
ABA#: 121000248
SWIFT #: WFBIUS6S
NON US# SWIFT CODE: WFBIUS6WFFX
ACH COORDINATOR: Jill Daher jill.daher@wellsfargo.com

REMIT WIRES TO ACCOUNT NAME: HAWKSLEY CONSULTING INC.

Remittance Details To: Accounts.receivable.correspondence@mwhglobal.com

3.5 **Remittance by Check:**

Stantec Consulting Services, Inc. (formerly Hawksley Consulting, Inc.)
PO Box 845617
Los Angeles, CA 90084-5617

Remittance via Overnight Delivery:

Wells Fargo Lockbox – E2001-049
Stantec Consulting Services, Inc. (formerly Hawksley Consulting, Inc.) – Box 845617
3440 Flair Drive
El Monte, CA 91731

4 PERIOD OF PERFORMANCE

4.1 This Agreement shall have an effective date as set forth above and shall remain in effect until the date specified on the cover page, unless terminated earlier pursuant to this Agreement. The Parties may extend the end date specified on the cover page by mutual agreement in writing.

5 CLIENT'S RESPONSIBILITIES

5.1 CLIENT shall designate a person to act as CLIENT's representative with respect to this Agreement. Such person will have complete authority to transmit instructions, receive information and interpret and define CLIENT's policies and decisions.

5.2 CLIENT shall furnish to CONSULTANT all applicable information and technical data in CLIENT's possession or control reasonably required for the proper performance of the Services. CLIENT shall also disclose to CONSULTANT hazards at the Project site ("Site") which pose a significant threat to human health or the environment. CONSULTANT shall be entitled to reasonably rely upon the information and data provided by CLIENT or obtained from generally accepted sources within the industry without independent verification except to the extent such verification is expressly included in the Services.

5.3 CLIENT shall examine all studies, reports, sketches, drawings, specifications, and other documents presented by CONSULTANT, seek legal advice, the advice of an insurance counselor, or other consultant(s), as CLIENT deems appropriate for such examination. If any document requires CLIENT to approve, comment, or to provide any decision or direction, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the schedule for the Services ("Project Schedule").

5.4 CLIENT shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to properly perform the Services.

5.5 CLIENT shall obtain, where applicable**,** the following:

5.5.1 all published advertisements for bids;

5.5.2 all permits and licenses that may be required of CLIENT by local, state, or federal authorities;

5.5.3 all necessary land, easements, and rights-of-way; and/or

5.5.4 all items and services not specifically covered by the terms and conditions of this Agreement.

CLIENT shall pay for any costs associated with the above items.

6 CONSULTANT'S RESPONSIBILITIES

6.1 CONSULTANT shall designate a project manager for the performance of the Services.

6.2 CONSULTANT shall perform the Services as an independent contractor and not as CLIENT's agent or employee. CONSULTANT shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

6.3 The standard of care applicable to CONSULTANT's Services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time and location said Services are performed. CONSULTANT will re-perform any Services not meeting this standard without additional compensation.

6.4 It is agreed between the Parties that there is no intention for CONSULTANT to act under this Agreement as a municipal advisor as that term is defined in the Securities Exchange Act of 1934.

7 CHANGE ORDERS

7.1 CLIENT or CONSULTANT may, from time to time, request modifications or changes in the Services. To the extent that the Services to be performed by CONSULTANT are affected, CONSULTANT's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment B, incorporated herein by reference, and executed by both parties. CONSULTANT's applicable rates for any such Change Order are set out in Attachment C, incorporated herein by reference.

8 FORCE MAJEURE

8.1 Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party. CONSULTANT shall be entitled to an equitable adjustment to the Compensation and the Project Schedule as a result of any such delay.

9 CONFIDENTIALITY

9.1 CONSULTANT shall treat as confidential and proprietary all information and data delivered to it by CLIENT. Confidential information shall not be disclosed to any third party, other than CONSULTANT's subcontractors or sub-consultants, during or subsequent to the term of this Agreement. To the extent that CONSULTANT assists CLIENT and provides services in any confidential mediation or other legal proceeding, CONSULTANT shall treat all mediation/legal proceeding information and data confidential, if directed to do so by CLIENT. Nothing contained herein shall preclude CONSULTANT from disclosing information or data: (i) in the public domain without breach of this Agreement; (ii) developed independently by CONSULTANT; (iii) where disclosure or submission to any governmental authority is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services ("Law"), but only after prior written notice has been given to CLIENT.

10 RIGHTS IN DATA

10.1 All right, title and interest in and to the work products provided by CONSULTANT to CLIENT shall be the property of CLIENT ("Work Product"). Methodologies, process know-how, pre-existing models & tools and other instruments of service used to prepare the Work Product shall remain the property of CONSULTANT. Any modification or reuse of the Work Product without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT'S subcontractors and sub-consultants.

10.2 All information, records, data or advice contained in the Work Product is intended solely for the use of CLIENT, solely for the purpose stated in the scope of Services, and may not be relied upon by any other person, or used for any other purpose, without the express written consent of CONSULTANT. CLIENT agrees that no reliance may be placed on draft or preliminary reports, conclusions or advice, whether oral or written, issued by CONSULTANT. The conclusions rendered by CONSULTANT will be based on methods and techniques that CONSULTANT considers appropriate under the circumstances, shall represent the range of values estimated by CONSULTANT based solely upon information furnished by or on behalf of the CLIENT and other sources, and shall be considered as advisory in nature only. CLIENT accepts and acknowledges that CONSULTANT has not made any warranties or guarantees, whether express or implied, with respect to the Services or the results that may be obtained as a result of the provision of such Services. No opinion, counsel, or interpretation is intended in matters that require legal,

regulatory, accounting, tax or other similar professional advice. It is assumed that such opinions, counsel or interpretations have been or will be obtained from appropriate professional sources. In addition, CLIENT acknowledges and agrees that the conclusions reached by CONSULTANT and the Work Product are but one of a number of factors and analyses CLIENT will utilize in arriving at its conclusions and determinations. The Work Product and any other advice rendered by, or materials prepared by, CONSULTANT, may not be submitted, distributed or filed, in whole or in part, to or with any party, governmental agency or regulatory body or authority, or summarized or quoted from, in each instance, without CONSULTANT's prior review and approval.

10.3 The financial analysis and management modeling system known as FAMS-XL© and all of its supporting modules is owned by CONSULTANT. All ownership of FAMS-XL© will be retained by CONSULTANT. Subject to entering into a license agreement with CONSULTANT, CLIENT will have usage rights only. CLIENT will not have any ownership interests in FAMS-XL© or its source code whatsoever. CLIENT may not use FAMS-XL© for the benefit of other parties nor may CLIENT allow other parties to use FAMS-XL©, or its source code, for any purpose or reason. CLIENT may not copy or replicate FAMS-XL© in any way or form and CLIENT may not give, sell, or allow access to FAMS-XL©, or its source code, to any other party for any purpose or reason.

11 INSURANCE

11.1 CONSULTANT will furnish to CLIENT copies of insurance certificates evidencing that it maintains the following coverages while performing Services, subject to the terms and conditions of the policies:

Type	Amount
Workers Compensation	Statutory
Employers' Liability	$1 million policy limit
Commercial General Liability	$1 million
Automobile Liability	$1 million
Professional Liability	$1 million

11.2 CONSULTANT will furnish CLIENT with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide CLIENT with thirty days prior written notice of insurance cancellation or reduction below the above listed requirements. CONSULTANT shall list CLIENT as an additional insured on the Commercial General Liability and the Automobile Liability insurance.

12 INDEMNITY

12.1 CONSULTANT agrees to indemnify CLIENT, its officers, directors and employees, from loss or damage (including reasonable attorneys' fees and costs) for bodily injury or property damage, ("Claims"), to the extent caused by the negligence of CONSULTANT in the performance of the Services. This obligation to indemnify CLIENT shall not impose any obligation on CONSULTANT that exceeds the Limitation of Liability provisions set forth below.

12.2 In no event shall CONSULTANT be liable for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the Services provided under this Agreement, even if advised of the possibility of such damages.

13 LIMITATION OF LIABILITY

13.1 In recognition of the relative risks and benefits of the Project to both the CLIENT and CONSULTANT, the Parties agree, to the fullest extent permitted by law, to limit the aggregate liability of CONSULTANT, its parent, affiliates and subcontractors, and their respective directors, officers, employees and agents, to the compensation for the Services or any applicable insurance coverage provided under Section 11 of this Agreement. This limitation of liability shall apply to all suits, claims, actions, losses, costs (including attorney fees) and damages of any nature arising from or related to this agreement and without regard to the legal theory under which such liability is imposed.

14 PREEXISTING CONDITIONS

14.1 CLIENT hereby understands and agrees that CONSULTANT has not created nor contributed to the creation or existence of any hazardous or toxic substances, wastes or materials ("Hazardous Substances") at or related to the Project site or in connection with or related to this Agreement. To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to attorney's fees and court costs, arising out of, or resulting from the threatened or actual release of Hazardous Substances ("Release"), except to the extent that such Release is caused by the negligence of CONSULTANT.

15 SUSPENSION

15.1 CLIENT may, at any time and without cause, suspend the Services of CONSULTANT, or any portion thereof for a period of not more than 90 days by notice in writing to CONSULTANT. CONSULTANT shall resume the Services on receipt from CLIENT of a written notice of resumption of the Services. If such suspension causes an increase in CONSULTANT's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

16 TERMINATION

16.1 CLIENT may terminate all or part of this Agreement for CLIENT's convenience by providing 10 days written notice to CONSULTANT. In such event, CONSULTANT will be entitled to Compensation for the Services performed up to the effective date of termination and any out-of-pocket expenses related to said Services. CONSULTANT will not be entitled to compensation for profit on Services not

performed.

17 DISPUTES RESOLUTION

17.1 Any dispute arising between the parties concerning this Agreement or the rights and duties of either party in relation thereto shall first be attempted to be resolved directly by the parties. In the event that the parties cannot mutually agree to settle the dispute, either party may declare impasse. Upon declaring impasse, the parties agree to then participate in non-binding mediation with a mutually acceptable mediator before filing any action in a court of competent jurisdiction. Mediation shall commence within forty-five days of impasse being declared unless otherwise agreed to by the parties. The cost of the mediator shall be shared equally by the parties. Any dispute resolution under this paragraph shall be conducted in good faith, either physically or electronically. No written, verbal or electronic representations made by either party during the course of any dispute resolution proceeding or other settlement negotiations shall be deemed to be a party admission.

18 NOTICE

18.1 Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with the a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as set out on the cover page or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

19 SURVIVAL OF CONTRACT TERMINATION

19.1 The Articles relating to Indemnification, Limitation of Liability, Preexisting Conditions, Data Rights, Confidentiality, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

20 PUBLIC RECORDS

20.1 Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, CONSULTANT agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of CONSULTANT related, directly or indirectly, to the services provided to the CLIENT under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the CLIENT, may be deemed to be a public record, whether in the possession or control of the CLIENT or the CONSULTANT. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of CONSULTANT are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the CLIENT's designated custodian of public records.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, CSHEALY@COCOAFL.ORG, 65 STONE STREET, COCOA, FLORIDA 32922.

CONSULTANT is required to and agrees to comply with public records laws. CONSULTANT shall keep and maintain all public records required by the CLIENT to perform the services as agreed to herein. CONSULTANT shall provide the CLIENT, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term. Upon completion of this Agreement, CONSULTANT shall transfer to the CLIENT, at no cost, all public records in possession of the CONSULTANT, provided the transfer is requested in writing by the City Clerk. Upon such transfer, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the CONSULTANT shall continue to keep and maintain the public records upon completion of this Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CLIENT, upon request from the City Clerk, in a format that is compatible with the information technology systems of the CLIENT. Should the CLIENT not possess public records relating to this Agreement which are requested to be inspected or copied by the CLIENT or any other person, the CLIENT shall immediately notify CONSULTANT of the request and the CONSULTANT shall then provide such records to the CLIENT or allow the records to be inspected or copied within a reasonable time. If the CONSULTANT does not comply with a public records request, the CLIENT may enforce this Section to the extent permitted by law. CONSULTANT acknowledges that if the CONSULTANT does not provide the public records to the CLIENT within a reasonable time, the CONSULTANT may be subject to penalties under Section 119.10, Florida Statutes. CONSULTANT acknowledges

that if a civil action is filed against the CONSULTANT to compel production of public records relating to this Agreement, the court may assess and award against CONSULTANT the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the CONSULTANT, be open and freely exhibited to the CLIENT for the purpose of examination, audit, or otherwise. Failure by CONSULTANT to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the CLIENT upon delivery of a written notice of cancellation. If the CONSULTANT fails to comply with this Section, and the CLIENT must enforce this Section, or the CLIENT suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONSULTANT's failure to comply with this Section, the CLIENT shall collect from CONSULTANT prevailing party attorney's fees and costs, and any damages incurred by the CLIENT, for enforcing this Section against CONSULTANT. And, if applicable, the CLIENT shall also be entitled to reimbursement of all attorneys' fees and damages which the CLIENT had to pay a third party because of the CONSULTANT's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

21 SOVEREIGN IMMUNITY

21.1 The CLIENT intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the CLIENT's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CLIENT's potential liability under state or federal law. CONSULTANT agrees that CLIENT shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, as to any tort claim against the CLIENT, CLIENT shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

22 ATTORNEYS FEES

22.1 Unless otherwise expressly provided in this Agreement, each party shall bear their own attorneys' fees and costs under this Agreement.

23 MISCELLANEOUS

23.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws of Florida.

23.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party, other than to a party's affiliate, parent or subsidiary, without the prior written consent of the other party(ies).

23.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

23.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

23.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

23.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

23.7 Venue, Jurisdiction and Process. The parties agree that any dispute resolution proceeding arising out of this Agreement or for the interpretation, performance or breach of this Agreement, shall be instituted in Brevard County, Florida, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of that state or otherwise in such proceeding.

23.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

23.9 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter.

ATTACHMENT A

SCOPE OF SERVICES

Project: FY 2018 Stormwater Rate Study

Scope of Services: The scope of services is defined by the tasks and sub-tasks on the following Project Work Plan and Fee Estimate.

Project Tasks	Estimated Labor-Hours					Total Project
Hourly Rates →	Project Director $210	Technical Advisor $324	Project Consultant $182	Project Analyst $142	Project Admin $98	
	van Malssen	Burton	Westover	Napoli		
Work Element 1: Conduct a Financial Sustainability Analysis to Determine Stormwater Revenue Requirements in the Context of a Long Term Financial Plan						
Task 1 Initiate the Project, Obtain and Review Relevant Data, Perform Rate Survey						
1.1 Prepare initial data request list and detailed critical path schedule. Establish key personnel from City.	0	0	1	2	4	7
1.2 Review prior rate study reports and other relevant information to gain an understanding of the current stormwater system for which the rate analysis is to be performed.	1	0	1	2	0	4
1.3 Conduct conference call meeting with all necessary City staff to confirm study objectives, identify fiscal objectives/constraints, financing strategies, establish communication protocols, discuss approach, establish schedule, discuss data request.	1	1	1	1	0	4
1.4 Perform a detailed review of all data as it is received. Prepare supplemental data request list after review with staff in prior subtask.	0	0	1	2	0	3
Task 2 Conduct a Revenue Sufficiency Analysis and Develop a 10-Year Financial Management Plan						
2.1 Perform a detailed review and analysis of historical billed ERUs and customer data to observe trends in impervious area increases by class in order to develop projections for all customer classes.	0	0	2	1	0	3
2.2 Verify and input financial data into proprietary FAMS-XL model, run the model and produce preliminary output, including a five and ten-year financial management program that will include the following:	0	0	4	2	0	6
→ Revenue and Expense History/Projections - Annual revenue and operations & maintenance expense projections, including staffing requirements - Projections of other revenue requirements such as R&R, minor capital, transfers, debt service/loan payments, replenishment of reserves, etc. → Capital Improvements Program - Project listing by year - Evaluation of existing and alternative capital improvement programs and funding requirements under current and various other levels of service → Funds Analysis - Spend down limits (minimum reserve requirements) by fund - Beginning and ending funds balances by fund by year → Borrowing Program - Identify any borrowing required and/or appropriate to fund certain CIP projects, to include but not necessarily be limited to, revenue bonds and state programs. - Timing of bond issue(s)/loan(s) to provide required borrowed funds → Revenue Sufficiency Analysis - Evaluation of adequacy of revenue provided by existing rates to meet current and projected system requirements - Alternative plans of annual rate adjustments to provide sufficient revenues over projection period.						

Project Tasks	Estimated Labor-Hours					Total Project
Hourly Rates →	Project Director $210	Technical Advisor $324	Project Consultant $182	Project Analyst $142	Project Admin $98	
	van Malssen	Burton	Westover	Napoli		
2.3 Review preliminary results with consulting team, make adjustments, and create alternatives scenarios of rate adjustments and CIP spending.	1	1	1	2	0	5
2.4 Make adjustments and re-run FAMS XL.	0	0	2	4	0	6
2.5 Prepare alternative scenarios for interactive review session with City staff.	1	0	1	2	0	4
2.6 Conduct an interactive review session with City staff to review the preliminary results of the ten-year projection of revenue sufficiency of the stormwater enterprise fund. Using the financial planning model developed in Task 2.2, discuss capital projects funding including:	6	6	6	6	0	24
→ Review financing plans for the County's capital improvement program under each identified level of service.						
→ Run alternative scenarios for debt versus cash funding, including alternative debt financing terms.						
→ Monitor reserve levels and other key metrics of financial performance with each alternative scenario to meet all existing and potential bond covenants.						
2.7 Make adjustments based upon input from City staff, and prepare workbook of assumptions and preliminary results.	1	0	2	4	0	7
2.8 Conduct a second interactive review session with City staff to review the adjusted results of the ten-year projection of revenue sufficiency of the stormwater enterprise fund and make any final adjustments.	6	0	6	6	0	18
Total Estimated Labor Hours	17	8	28	34	4	91
Total Estimated Fee	$3,570	$2,592	$5,096	$4,828	$392	$16,478
Estimated Expenses						$1,153
Total Not-to-Exceed Fee						**$17,631**

Work Element 2: Conduct a Cost-of-Service and Rate Design Analysis

Task 3 Perform a Detailed Cost-of-Service Analysis

3.1 Identify all test year costs/revenue requirements associated with the provision of stormwater service.	0	0	1	2	1	4
3.2 Review property/billing data and existing customer classes to determine recommended customer classes for cost allocation and rate design.	0	0	1	2	0	3
3.3 Using industry standard cost allocation approaches, allocate costs/revenue requirements to customer classes as appropriate for the specific rate structure based upon appropriate allocation criteria and property characteristics, and calculate annual units of service for each class based upon existing impervious surface data (See optional Task 8 for validation of impervious surface data).	1	0	2	4	0	7
3.4 Identify potential changes to rate classes, including adding or combining existing rate classes.	1	0	1	0	0	2
3.5 Meet with City staff in an interactive work session to review preliminary results.	6	6	6	6	0	24
3.6 Perform adjustments, finalize module/resulting allocations based upon input from City staff.	0	0	2	3	0	5

Project Tasks	Estimated Labor-Hours					Total Project
Hourly Rates →	Project Director $210	Technical Advisor $324	Project Consultant $182	Project Analyst $142	Project Admin $98	
	van Malssen	Burton	Westover	Napoli		
Task 4 Conduct a Rate Structure Analysis and Develop Specific Rates and a Master Account File (MAF)						
4.1 Develop Rates and a Master Account File (MAF):						
a. Load property data, cost data and rate structure parameters into our rate model.	0	0	1	4	0	5
b. Test the model to ensure that the data in the model returns the required revenue with the calculated rates.	0	0	1	2	0	3
c. Set up the rate model in conformance with the revenue requirements identified in Task 2, and the cost allocation results of Task 3.	1	0	1	2	0	4
d. Run the model and prepare alternative rate classes that reflect the following considerations: - Recovery of current and future costs of service - Capital project demands of the customer base - Consistency with industry practice for utility rate making in the region	1	0	1	2	0	4
e. Prepare a Master Account File (MAF) of all properties to be assessed the stormwater assessment to include all relevant and required property data, including the stormwater fee for the test year of the analysis based upon the assessment rates developed in this task.	1	0	4	8	0	13
f. Prepare a property impact analysis to compare the recommended stormwater rates for each class of property and compare those rates to the existing rates.	0	0	1	2	0	3
g. Review results with consulting team and adjust as required.	1	1	2	4	0	8
h. Meet with City staff in an interactive work session to review results.	*- included in Task 3.6 -*					
i. Perform adjustments, finalize module/resulting rate design adjustments based upon input from City staff.	1	0	1	3	0	5
4.2 Conduct a stormwater fee survey for neighboring communities.	0	0	1	2	4	7
Total Estimated Labor Hours	13	7	26	46	5	97
Total Estimated Fee	$2,730	$2,268	$4,732	$6,532	$490	$16,752
Estimated Expenses						$670
Total Not-to-Exceed Fee						**$17,422**

Work Element 3: Prepare Report, Present to City Council and Provide Final MAF

Task 5 Prepare Report						
5.1 Prepare a Draft Report of the results of the study, and provide to City staff for review and comment.	1	0	2	8	1	12
5.2 Adjust analysis per staff comment, and incorporate edits. Submit Final Report.	1	1	2	3	0	7
5.3 Prepare presentations for City Council (assumes one (1) presentation).	1	0	2	0	0	3
5.4 Review presentation, final conclusions, messaging, and communication effectiveness with staff prior to meeting.	1	0	1	0	0	2
5.5 Present assumptions and final results in one (1) presentation to City Council.	6	0	6	0	0	12

Project Tasks	Estimated Labor-Hours					Total Project
Hourly Rates →	Project Director $210	Technical Advisor $324	Project Consultant $182	Project Analyst $142	Project Admin $98	
	van Malssen	Burton	Westover	Napoli		
Task 6 **Provide final MAF and assist the City Attorney, and/or outside legal consultant, in the preparation of necessary implementation ordinances and resolutions.**						
6.1 Provide the Final Master Account File (MAF)	1	0	2	4	0	7
6.2 Provide assistance to the City Attorney or outside counsel in the preparation of required ordinances and resolutions.	--- At Hourly Rates if Required ---					
Task 7 **Attend Hearing for Adoption**						
7.1 Attend a hearing for adoption of the assessment rates.	4	0	4	0	1	9
Total Estimated Labor Hours	15	1	19	15	2	52
Total Estimated Fee	$3,150	$324	$3,458	$2,130	$196	$9,258
Estimated Expenses						$370
Total Not-to-Exceed Fee						**$9,628**
Work Element 4: Assist with Implementation						
Task 8 **Assist with First Class Mailing of Notices of Hearing**						
8.1 Prepare draft First Class Mail notice						
a. Prepare draft of first class mail notice	1	1	2	0	0	4
b. Prepare final first class mail notice based upon input from City Attorney and staff.	1	0	2	0	0	3
c. Assist mail contractor with mail merge set up for assessment roll with first class mail letter and notice.	1	0	1	2	0	4
d. Validate correctness of mail merge from samples provided by mail contractor.	1	0	2	4	0	7
e. Mail First Class mail notices at least 20 days prior to the Hearing for adoption (costs for Mail Contractor and Postage included as Estimated Pass Through Expenses in Total Project Summary below).	--- Mail Contractor to Accomplish ---					
Task 9 **Coordinate with Counsel re Resolution and Ordinance**						
9.1 Review Preliminary and Final Resolution and Draft and Final Ordinance prepared by City Attorney and provide comments	1	0	2	0	0	3
Task 10 **Attend Hearing for Adoption**						
10.1 Prepare presentation for hearing	1	1	2	1	0	5
10.2 Attend Hearing	8	0	8	0	0	16
Task 11 **Prepare certified assessment roll.**	1	0	2	4	0	7
Total Estimated Labor Hours	15	2	21	11	0	49
Total Estimated Fee	$3,150	$648	$3,822	$1,562	$0	$9,182
Estimated Expenses						$367
Total Not-to-Exceed Fee w/o Mailing Contractor Expense						**$9,549**
Estimated Pass Through Mailing Contractor Expens 9,800 Parcels @ $0.75 Per Parcel						$7,350
Total Not-to-Exceed Fee including Mailing Contractor Expenses						**$16,899**

Cocoa, Florida

Stormwater Utility Rate Study

Project Work Plan and Cost Estimate

Project Tasks	Estimated Labor-Hours					Total Project
Hourly Rates →	Project Director $210	Technical Advisor $324	Project Consultant $182	Project Analyst $142	Project Admin $98	
Total Project	van Malssen	Burton	Westover	Napoli		
Total Estimated Labor Hours	60	18	94	106	11	289
Total Estimated Fee	$12,600	$5,832	$17,108	$15,052	$1,078	$51,670
Estimated Expenses						$2,560
Estimated Pass Through Mailing Contractor Expens 9,800 Parcels @ $0.75 Per Parcel						$7,350
Total Not-to-Exceed Fee						**$61,580**
Optional Task to Validate Impervious Surface						
Task 8 Validate Impervious surface						
8.1 Review the completeness of impervious surface data in the current billing file and the County Property Appraiser's Property file.	0	0	2	4	1	7
8.2 Conduct a sample analysis of a set of parcels to validate the impervious surface in the above referenced files compared to a GIS and/or aerial photo comparison. Sample to include approximately 3% of total parcels.	1	1	4	16	0	22
8.3 If sample analysis shows significant variations, conduct a 100% update of impervious surface for all parcels.	--- At Hourly Rates if Required ---					
Total Estimated Labor Hours	1	1	6	20	1	29
Total Estimated Fee	$210	$324	$1,092	$2,840	$98	$4,564
Estimated Expenses						$183
Total Not-to-Exceed Fee						**$4,747**

ATTACHMENT B

CHANGE ORDER

Contract No. _____
Change Order No. _____
Effective Date _____

In accordance with Article 7 of the Consulting Services Agreement, with an effective date of January 1, 2017 ("Agreement") between City of Cocoa ("CLIENT") and Stantec Consulting Services, Inc. ("CONSULTANT"), this Change Order modifies the Agreement as follows:

1. **Change in Services**:

_____
_____
_____

2. **Change in time of Performance** (attach schedule if appropriate):

_____
_____
_____

3. **Change in CONSULTANT's Compensation**:

_____
_____
_____

All other terms and conditions of the Agreement remain unchanged.

CLIENT	**CONSULTANT**
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Date	Date

ATTACHMENT C

RATE SCHEDULE

1. The rates provided below shall be in effect from January 1, 2017 to September 30, 2017 After September 30, 2017 the below rates will automatically increase by 3%.

2. Changes, modifications, or additional services provided by CONSULTANT personnel in various labor categories will be billed at the following negotiated hourly rates (inclusive of salary, overhead and fee):

Labor Category	Hourly Rate
Vice President	$324
Managing Consultant	$210
Consultant	$182
Analyst	$142
Specialist	$ 98

3. Out of pocket and sub-contractor expenses for changes, modifications, or additional services will be billed at cost.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=6985390&GUID=A986B69D-7CE4-45F1-B22D-E9748586A470* is a secure document that has been embedded in this document. Double click the pushpin to view.



City of Cocoa Budget Adjustment Form FY 2019 - 19-048

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3570 | DATE PREPARED: 01/14/19

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 65,120	423-0000-389.99-50		Stormwater Reserves	$ 0	$ 0	$ 65,120	$ 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	$ 0
$ 65,120	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 65,120	423-3570-538.31-00		Professional Services	$ 32,000	$ 32,000	$ 97,120	$ 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	$ 0
$ 65,120	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

A 10-year Capital Needs study will be performed to quantify costs of future staff improvements to meet maintenance needs and water improvement quality requirements. City staff has generated a preliminary list of approximately 40 projects. Mead and Hunt, one of the City's Stormwater Utility Continuing Services providers, has submitted a proposal for the Stormwater 10-Year Working Plan to investigate up to 55 projects at a cost of $65,120 utilizing Continuing Services Agreement RFQ -16-01-COC. The construction cost of the projects will provide data to determine future rates needed to sustain the development of these projects. Agenda 19-007

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/23/19 *RESOLUTION #:* 2019-007

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.

1/14/19 Lea Taylor Digitally signed by Lea Taylor Date: 2019.01.14 10:37:17 -05'00'	1/14/19 Lea Taylor Digitally signed by Lea Taylor Date: 2019.01.14 12:03:20 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
1/14/19 Everett J. Wegerif Digitally signed by Everett J. Wegerif	1/15/19 Lora Howell Digitally signed by Lora Howell Date: 2019.01.15 07:46:09 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2019 - 19-049

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3570 | DATE PREPARED: 01/14/19

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 34,327	423-0000-389.99-50		Stormwater Reserves	$ 0	$ 0	$ 34,327	$ 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	$ 0
$ 34,327	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 34,327	423-3570-538.31-00		Professional Services	$ 0	$ 0	$ 34,327	$ 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	$ 0
$ 34,327	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The billing system and rates shall be evaluated by Stantec, the City's Financial Model consultant, to determine how the current rate structure should be developed to meet future needs. One of the recommendations will be a change from monthly billing on the water bill to annual billing on the property tax bill. The change to annual billing will ensure all revenue is collected, regardless of the billing status of the property. Stantec has provided a proposal to review the system's funding needs, billing system, and construct a Financial Model at a cost of $66,327. Budget exist to cover $32,000 of the cost. Agenda 19-007

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/23/19 *RESOLUTION #:* 2019-007

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.

1/14/19	Lea Taylor (Digitally signed by Lea Taylor Date: 2019.01.14 10:37:38 -05'00')	1/14/19	Lea Taylor (Digitally signed by Lea Taylor Date: 2019.01.14 12:02:43 -05'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
1/14/19	Everett J. Wegerif	1/15/19	Lora Howell (Digitally signed by Lora Howell Date: 2019.01.15 07:46:46 -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 #:	19-3	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	1/4/2019		**In control:**	City Council	
On agenda:	1/23/2019		**Final action:**		
Title:	Approve the Amendment to Purchase Agreement with Myra Planning & Design , RFQ-Q-15-14-COC; Traffic Engineering Services; Approve First Amendment to Purchase Agreements with Infrastructure Solutions and Mead & Hunt, RFQ-16-01-COC(A), for Civil Engineering Services; Infrastructure Solutions and Mead & Hunt, RFQ-16-01-COC(B), for Stormwater Engineering Services; Southeastern Surveying & Mapping, RFQ-16-01-COC(C), for Surveying Services; Ardaman & Associates and Universal Engineering, RFQ-16-01-COC(D), for Geotechnical Engineering Services and Architects RZK, Inc., RFQ-16-01-COC(E), for Architectural Services. Each renewal Amendment will be effective January 27, 2019 through January 26, 2021. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CSA RFQ-15-14-COC Myra Planning - Traffic Eng Svc's.pdf CSA RFQ-16-01-COC (A) ISS GENERAL CIVIL ENG. 1ST Amendment - Renewal.pdf CSA RFQ-16-01-COC (A) Mead Hunt - 1st Amendment Renewal - General Civil Eng. Svc's Signed CSA RFQ-16-01-COC (B) ISS STORMWATER EGN SVC'S - 1ST Amendment - Renewal.pdf CSA RFQ-16-01-COC (B) Mead Hunt - 1ST AMENDMENT RENEWAL - Stormwater Engineering CSA RFQ-16-01-COC (C) SOUTHEASTERN SURVEYING - Surveying -1st Amendment - Renewal.pd CSA RFQ-16-01-COC (D) ARDAMAN ASSOC - 1ST Amendment - Renewal - GEOTECHNICAL.pdf CSA RFQ-16-01-COC (D) Universal Eng. - GEOTECHNICAL - 1ST Amendment Renewal.pdf CSA RFQ-16-01-COC (E) Architects RZK 1st Amendment Renewal.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 4, 2019
Agenda Date: January 23, 2019
Prepared By: Cheryl Meisenzahl, Contracts Technician
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
Approve the Amendment to Purchase Agreement with Myra Planning & Design , RFQ-Q-15-14-COC; Traffic Engineering Services; Approve First Amendment to Purchase Agreements with Infrastructure Solutions and Mead & Hunt, RFQ-16-01-COC(A), for Civil Engineering Services; Infrastructure Solutions and Mead & Hunt, RFQ-16-01-COC(B), for Stormwater Engineering Services; Southeastern Surveying & Mapping, RFQ-16-01-COC(C), for Surveying Services; Ardaman & Associates and Universal Engineering, RFQ-16-01-COC(D), for Geotechnical Engineering Services and Architects RZK, Inc., RFQ-16-01-COC(E), for Architectural Services. Each renewal Amendment will be effective January 27, 2019 through January 26, 2021

BACKGROUND:

In 2015, Public Works staff selected qualified contractors to provide various technical services in accordance with the Florida Consultant Competitive Negotiation Act (CCNA) process. Council entered into Continuing Service Agreements with consultants to provide services which have assisted the Public Works staff in completing many capital projects. These consultants entered into three-year contracts with two each two-year renewal clauses in January 2016. The initial three-year term is nearing expiration. The Purchasing Division has sent out renewal notices and all firms wish to renew their respective contracts. Firms have provided responsive services; therefore, staff recommends that these contracts be amended to renew contracts for an additional two-year term extending contracts ending January 26, 2021.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted This agenda item is for approval of the contracts. Budget adequacy will be reviewed as task orders are issued under these contracts.

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

PREVIOUS ACTION:

On December 8, 2015, City Council approved RFQ-15-14-COC, with Myra Planning & Design for Traffic Engineering & Design services and RFQ-16-01-COC (A-D) with Infrastructure Solutions and Mead and Hunt for Civil Engineering Services(A) and Stormwater Engineering Services(B); Southeastern Surveying & Mapping for Surveying Services(C); Ardaman & Associates and Universal Engineering for Geotechnical Engineering Services(D) and Architects RZK, Inc. for Architectural Services(E) effective January 27, 2016 through January 27, 2019. Each of these agreements have the option to extend the period of performance for two (2) additional two (2) year renewals at the agreement of all parties.

RECOMMENDED MOTION:

Approve the Amendment to Purchase Agreement with Myra Planning & Design , RFQ-Q-15-14-COC, Traffic Engineering Services; Approve First Amendment to Purchase Agreements with Infrastructure Solutions and Mead & Hund, RFQ-16-01-COC(A), for Civil Engineering Services; Infrastructure Solutions and Mead & Hunt, RFQ-16-01-COC(B), for Stormwater Engineering Services; Southeastern Surveying & Mapping, RFQ-16-01-COC(C), for Surveying Services; Ardaman & Associates and Universal Engineering, RFQ-16-01-COC(D), for Geotechnical Engineering Services and Architects RZK, Inc., RFQ-16-01-COC(E), for Architectural Services. Each renewal Amendment will be effective January 27, 2019 through January 26, 2021.

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City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. RFQ-15-14-COC

This FIRST Amendment to the purchase agreement for **Consulting Services for Traffic Engineering Services** is made and entered into as of January 3, 2019 by and between the **City of Cocoa** and **Myra Planning and Design, LLC, 1600 Edgewater Drive, Orlando, Florida 32853.**

The original agreement entered into on January 27, 2016 is hereby amended to renew for the 1st renewal option available under the original contract documents for twenty-four (24) additional months, per the same, terms, and conditions commencing on January 27, 2019 and terminating on January 26, 2021.

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

MYRA PLANNING AND DESIGN, LLC	**CITY OF COCOA**
By: MYRA MONREAL	**By:**
(Name) Printed	(Name) Printed
Manager	Mayor
(Title)	(Title)
Signature 1/3/19	Signature Date
Date	

CC: Carie Shealy, City Clerk
Everett Wegerif, Public Works Director
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. RFQ-16-01-COC (A)

GENERAL CIVIL ENGINEERING SERVICES

This FIRST Amendment to the purchase agreement for **Consulting Services for General Engineering Services** is made and entered into as of January 3, 2019 by and between the **City of Cocoa** and **Infrastructure Solution Services, LLC, 7185 Murrell Rd., Suite 101, Melbourne, Florida 32940.**

The original agreement entered into on January 27, 2016 is hereby amended to renew for the 1st renewal option available under the original contract documents for twenty-four (24) additional months, per the same, terms, and conditions commencing on January 27, 2019 and terminating on January 26, 2021.

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

Infrastructure Solution Service LLC	**City of Cocoa**
By: BRIAN STAHL (Name) Printed	**By:** (Name) Printed
MANAGING MEMBER (Title)	Mayor (Title)
Brian Stahl 01/04/19 Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Everett Wegerif, Public Works Director
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. RFQ-16-01-COC (A)

GENERAL CIVIL ENGINEERING SERVICES

This FIRST Amendment to the purchase agreement for **Consulting Services for General Engineering Services** is made and entered into as of January 3, 2019 by and between the **City of Cocoa** and **Mead & Hunt, Inc., PO Drawer 290247, Port Orange, Florida 32129-0247.**

The original agreement entered into on January 27, 2016 is hereby amended to renew for the 1st renewal option available under the original contract documents for twenty-four (24) additional months, per the same, terms, and conditions commencing on January 27, 2019 and terminating on January 26, 2021.

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

MEAD & HUNT, INC.	**CITY OF COCOA**
By: David King, P.E. (Name) Printed	**By:** (Name) Printed
Vice President/Business Unit Leader (Title)	Mayor (Title)
 Signature — 1/4/19 Date	Signature — Date

CC: Carie Shealy, City Clerk
Everett Wegerif, Public Works Director
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. RFQ-16-01-COC (B)

STORMWATER ENGINEERING SERVICES

This FIRST Amendment to the purchase agreement for **Consulting Services for Stormwater Engineering Services** is made and entered into as of January 3, 2019 by and between the **City of Cocoa** and **Infrastructure Solution Services, LLC, 7185 Murrell Rd., Suite 101, Melbourne, Florida 32940.**

The original agreement entered into on January 27, 2016 is hereby amended to renew for the 1st renewal option available under the original contract documents for twenty-four (24) additional months, per the same, terms, and conditions commencing on January 27, 2019 and terminating on January 26, 2021.

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

Infrastructure Solution Service LLC	**City of Cocoa**
By: BRIAN STAHL	**By:**
(Name) Printed	(Name) Printed
MANAGING MEMBER	Mayor
(Title)	(Title)
Brian Stahl 01/04/19	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Everett Wegerif, Public Works Director
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. RFQ-16-01-COC (B)

STORMWATER ENGINEERING SERVICES

This FIRST Amendment to the purchase agreement for **Consulting Services for Stormwater Engineering Services** is made and entered into as of January 3, 2019 by and between the **City of Cocoa** and **Mead & Hunt, Inc., PO Drawer 290247, Port Orange, Florida 32129-0247.**

The original agreement entered into on January 27, 2016 is hereby amended to renew for the 1st renewal option available under the original contract documents for twenty-four (24) additional months, per the same, terms, and conditions commencing on January 27, 2019 and terminating on January 26, 2021.

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

MEAD & HUNT INC.	**CITY OF COCOA**
By: David King, P.E.	**By:**
(Name) Printed	(Name) Printed
Vice President/Business Unit Leader	Mayor
(Title)	(Title)
 1/4/19	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Everett Wegerif, Public Works Director
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. RFQ-16-01-COC (C)

SURVEYING SERVICES

This FIRST Amendment to the purchase agreement for **Surveying Services** is made and entered into as of January 4, 2019 by and between the **City of Cocoa** and **Southeastern Surveying and Mapping Corporation, 6500 All American Blvd., Orlando, Florida 32810.**

The original agreement entered into on January 27, 2016 is hereby amended to renew for the 1st renewal option available under the original contract documents for twenty-four (24) additional months, per the same, terms, and conditions commencing on January 27, 2019 and terminating on January 26, 2021.

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

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION	**CITY OF COCOA**
By: **Gary B. Krick, PSM**	By:
(Name) Printed	(Name) Printed
President	Mayor
(Title)	(Title)
Signature **01/04/2019**	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Everett Wegerif, Public Works Director
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. RFQ-16-01-COC (D)

GEOTECHNICAL ENGINEERING SERVICES

This FIRST Amendment to the purchase agreement for **Consulting Services for Geotechnical Engineering Services** is made and entered into as of January 3, 2019 by and between the **City of Cocoa** and **Ardaman & Associates, Inc., 1300 N. Cocoa Blvd., Cocoa, Florida 32922.**

The original agreement entered into on January 27, 2016 is hereby amended to renew for the 1st renewal option available under the original contract documents for twenty-four (24) additional months, per the same, terms, and conditions commencing on January 27, 2019 and terminating on January 26, 2021.

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

ARDAMAN & ASSOCIATES, INC.	**CITY OF COCOA**
By: Jason P. Manning	By:
(Name) Printed	(Name) Printed
Branch Manager	Mayor
(Title)	(Title)
Signature 1/2/19	Signature
Date	Date

CC: Carie Shealy, City Clerk
Everett Wegerif, Public Works Director
Tammy Eastburn, Procurement Card Coordinator

Enclosure

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. RFQ-16-01-COC (D)

GEOTECHNICAL ENGINEERING SERVICES

This FIRST Amendment to the purchase agreement for **Consulting Services for Geotechnical Engineering Services** is made and entered into as of January 3, 2019 by and between the **City of Cocoa** and **Universal Engineering Services LLC, 820 Brevard Avenue, Rockledge, Florida 32955.**

The original agreement entered into on January 27, 2016 is hereby amended to renew for the 1st renewal option available under the original contract documents for twenty-four (24) additional months, per the same, terms, and conditions commencing on January 27, 2019 and terminating on January 26, 2021.

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

UNIVERSAL ENGINEERING SERVICES LLC	**CITY OF COCOA**
By: Richard E. Hoeglin	**By:**
(Name) Printed	(Name) Printed
Regional Manager	Mayor
(Title)	(Title)
1/4/19	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Everett Wegerif, Public Works Director
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. RFQ-16-01-COC (E)

This FIRST Amendment to the purchase agreement for **Consulting Services for Architectural Services** is made and entered into as of January 3, 2019 by and between the **City of Cocoa** and **Architects RZK, Inc., 600 Florida Avenue, Suite 201, Cocoa, Florida 32922.**

The original agreement entered into on January 27, 2016 is hereby amended to renew for the 1st renewal option available under the original contract documents for twenty-four (24) additional months, per the same, terms, and conditions commencing on January 27, 2019 and terminating on January 26, 2021.

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

ARCHITECTS RZK, INC.	**CITY OF COCOA**
By: JOHN C. ZWICK	**By:**
(Name) Printed	(Name) Printed
PRESIDENT	Mayor
(Title)	(Title)
Signature 01.04.19	Signature
Date	Date

CC: Carie Shealy, City Clerk
Everett Wegerif, Public Works Director
Tammy Eastburn, Procurement Card Coordinator

Legislation Details (With Text)

File #:	18-651	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/19/2018			**In control:**	City Council
On agenda:	1/23/2019			**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.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CM Contingency Report December 2018.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 19, 2018
Agenda Date: January 23, 2019
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, 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, 2018. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

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

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

Change Orders - CM authorized to execute

applied to contingency | as of: 12/31/2018

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY19 Cum.	FY2019 Expenditures	FY2018 Expenditures
	Dr. Joe Lee Smith Center									
Op. Rev.		3,445,839.00	1/9/2019	2019-004						
Project Manager:		150,000.00	contingency authorized							
account #	301-3580-519.63-00	3,295,839.00	exp authorized before contingency				Cumulative	FY19 cum		
	W & J Construction		*FY 19 PO ISSUE*	FY2019					$	-
	Contractor PO#						-			
		150,000	**^contingency balance-->**							
WS18FM										
Op. Rev.		1,173,864.70	10/24/2019	2018-099						
Project Manager:		25,000.00	contingency authorized							
account #	421-4025-536.63-00	1,148,864.70	exp authorized before contingency				Cumulative	FY19 cum		
	Petticoat-Schmitt		*FY 18 PO ISSUE*	FY2018	35201	969,858.68			$	398,733.31
	Contractor PO# 72151						969,858.68			

* Project did not originally have contingency.

		25,000	**^contingency balance-->**							
	Lift Station 29 Gravity Main									
Op. Rev.		178,739.00	9/25/2018	2018-084						
Project Manager:		16,249.00	contingency authorized							
account #	421-4025-536.46-00	162,490.00	exp authorized before contingency				Cumulative	FY19 cum		
	Danus Utilities		*FY 19 PO ISSUE*	FY2019					$	-
	Contractor PO#						-			
		150,000	**^contingency balance-->**							
ES17HI	Shoreline Stabilization									
Op. Rev.		675,000.00	8/14/2018	2018-066						
Project Manager:		59,390.00	contingency authorized							
account #	001-3580-519.63-00	615,610.00	exp authorized before contingency				Cumulative	FY19 cum		
	TSI Disaster Recovery		*FY 18 PO ISSUE*	FY2018	36639	607,802.50				
	Contractor PO# 73219						607,802.50		$ 544,891.19	$ 12,426.00
		59,390	**^contingency balance-->**							
WS11VR	Valve Improvements									
Op. Rev.		201,750.12	6/26/2018	2018-014						
Project Manager:		26,315.00	contingency authorized							
account #	421-4025-536.46-00	175,435.12	exp authorized before contingency				Cumulative	FY19 cum		
	Atlantic Development		*FY 18 PO ISSUE and Canceled Rescheduled*						$	-
	Contractor PO# 73010						-			
		26,315	**^contingency balance-->**							
WS11VR	Valve Improvements									
Op. Rev.		574,914.93	10/24/2017	2018-014						
Project Manager:		52,265.00	contingency authorized							
account #	421-4025-536.46-00	522,649.93	exp authorized before contingency				Cumulative	FY19 cum		
	JoBear		*FY 18 PO ISSUE*	FY2018	35607	522,649.93				
	Contractor PO#72425						522,649.93		$ 42,409.80	$ 281,519.10
		52,265	**^contingency balance-->**							

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY19 Cum.	FY2019 Expenditures	FY2018 Expenditures
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	FY19 cum		
	Chinchor Electric Inc PO# 68119/69705/71957		FY16 PO Issue	FY 2016	30162	2,122,182.00	2,122,182.00			$ 1,458,803.25
	B-16-05-COC		*PO 68119 FY16 Year-End PO Liquidation*			(1,938,748.67)	183,433.33			
			FY 2017 PO Issued	FY 2017	32007	1,938,748.67	2,122,182.00			
			CO#1		32212	119,650.85	2,241,832.85			
						(599,596.27)	1,642,236.58			
			FY 18 PO ISSUE	FY2018	34974	599,596.27	2,241,832.85			$ 487,504.63
			CO#1		36463	16,039.41	2,257,872.26			
		76,528	^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	FY19 cum		
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00			
	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		
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98	v		
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09	v		
	CH2M Hill 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			
	RM Packard $ Assoc. Inc. 73686		*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			
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32			
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98			
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83			
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17			$ 14,779.95
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97			$ 386,032.50
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58			
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97			$ 1,300.00
							4,667,012.97			
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67			
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28			
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58			$ -
			PO#71880 Mead & Hunt (reisue PO#70943)		34893	9,984.39	4,667,012.97			$ 4,488.27
			PO#73686	FY2019		1,000.00				$ 1,000.00
		209,868	^contingency balance-->							

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY19 Cum.	FY2019 Expenditures	FY2018 Expenditures
WS1222	BNR Process Improvements									
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083						
account #421 4120 536 63-00 + 64-00		603,099.13	contingency authorized							
		2,753,375.93	constr' exp authorized before contingency							
				2018-083						
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037						
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order							
		76,000	Emergency Task Order authorized ($76k before task order contingency)							
						63-00	64-00	Cumulative	FY19 cum	FY19 FY18
Brandes Design-Build, Inc. FY2013 PO# 62086										
Bid No. B-13-11-COC										
Brandes Design-Build, Inc. FY2014 PO# 62605				FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00	$ 98,983.65	
Brandes Design-Build, Inc. FY2015 PO# 64940			FY13 Year-End PO Liquidation			(1,200,550.00)	(1,528,450.00)		$ 98,983.65	
			FY14 PO Reissue	FY2014	23304	1,200,550.00	1,528,450.00	2,779,000.00		
Brandes Design-Build, Inc. FY2016 PO# 67346			CO #1 Modification to drain lines in BNR tanks		24840	22,776.29		2,801,776.29		
CDM Smith FY2016 PO# 67329 + 67528 + 67529			FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73		
JoBear Contracting FY2016 PO# 68561			FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29		
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29		
					26917	10,200.00		2,823,016.29		
Brandes FY2017 PO# 69615 / FY2018 PO#71959			CO #3 Cable Tray		27079	5,978.14		2,828,994.43		
			CO #4 to Remove Sludge		27209	10,000.00		2,838,994.43		
CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534			*FY15 Year End PO Liquidation*			(79,836.05)		2,759,158.38		
			FY16 PO Issue	FY2016	29212	79,836.05		2,838,994.43		
Chinchor Electric FY2017 PO#69705					29249	32,800.00		2,871,794.43		
			CO#1		29329	(5,000.00)		2,866,794.43		
			CO#2		29212	4,151.50		2,870,945.93		
			CO#3		29905	5,327.32		2,876,273.25		
			CO#4		30046	(5,327.32)		2,870,945.93		
			Jobear P.O. 68561		30751	100,378.50		2,971,324.43		
			FY16 Liquidated		30751	(83,785.50)		2,887,538.93		
SISCO FY2016 PO# 68047			SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16		2,892,624.09		$ 5,085.16
			FY16 Year End PO Liquidation			(34,482.06)		2,858,142.03		
			FY17PO#69615 Brandes	FY2017	31932	33,812.06		2,891,954.09	-	$ -
			PO# 69522 CDM Smith		31954	670.00		2,892,624.09	84,072.06	$ 13,906.75
			PO# 69522 CDM Smith		32776	13,250.00		2,905,874.09	84,072.06	$ 58,955.00
						(33,812.06)		2,872,062.03	84,072.06	$ 169,885.00
						(13.25)		2,872,048.78		$ 1,458,803.25
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25		2,872,062.03		
			CO#1 PO#69522 CDM Smith		34650	36,340.00		2,908,402.03	1	$ 34,536.25
			CO#2 CDM SMITH			86,975.40				
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06	2,942,214.09			
			CO#1		36547	11,430.00	2,953,644.09	11,430.00		
Maxwell Contracting, Inc. FY2015 PO#066365			Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00	76,000.00			$ -
Emergency - compromise of existing expansion joint						this portion is complete; project is incomplete				
		341,480	^contingency balance--> for Brandes Design-Build							
		10,000	^contingency balance--> for Maxwell Contracting							

Legislation Details (With Text)

File #:	19-10	**Version:**	1	**Name:**	December, 2018 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/7/2019			**In control:**	City Council
On agenda:	1/23/2019			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 12/31/2018.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.18 thru 12.31.18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	January 7, 2019
Agenda Date:	January 23, 2019
Prepared By:	Sonja Hamilton, Purchasing/Contracts Manager
Through:	Rebecca Bowman, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 12/31/2018**.**

BACKGROUND:

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

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

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

RECOMMENDED MOTION:

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None. Information only.

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Purchase Order Approvals 10-01-18 thru 12-31-18

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 29

City Manager = 12

City of Cocoa CRA Board = 0

City Council = 17

Purchase Order Approvals 10-01-18 thru 12-31-18
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
73571	10/23/2018	Verizon Wireless	$ 48,360.00	10/22/2018	Matthew J. Fuhrer (Acting)
73649	10/26/2018	Garganese, Weiss, D'Agresta	$ 35,000.00	10/26/2018	John A. Titkanich, Jr. AICP
73653	10/26/2018	G4S Secure Solutions	$ 49,567.00	10/26/2018	John A. Titkanich, Jr. AICP
73655	10/26/2018	Trane Orlando	$ 45,650.00	10/26/2018	John A. Titkanich, Jr. AICP
73731	11/5/2018	Ring Power	$ 42,589.00	10/30/2018	John A. Titkanich, Jr. AICP
73786	11/14/2018	Insource Software	$ 38,939.70	11/9/2018	John A. Titkanich, Jr. AICP
73826	11/20/2018	Champion Solutions	$ 44,674.22	11/19/2018	John A. Titkanich, Jr. AICP
73848	11/27/2018	Carollo Engineers Inc.	$ 45,370.99	11/21/2018	John A. Titkanich, Jr. AICP
73906	12/4/2018	Pro Co Inc.	$ 35,280.00	12/4/2018	John A. Titkanich, Jr. AICP
73926	12/7/2018	S&L Materials	$ 35,000.00	12/6/2018	John A. Titkanich, Jr. AICP
73977	12/12/2018	Robinson Equipment	$ 37,423.13	12/11/2018	John A. Titkanich, Jr. AICP
74015	12/26/2018	Ferguson Enterprises Inc.	$ 42,800.00	12/21/2018	John A. Titkanich, Jr. AICP

12 Purchase Order Approved by City Manager

Prepared by Purchasing 1/7/2019

Purchase Order Approvals 10-01-18 thru 12-31-18
$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 1/7/2019

Purchase Order Approvals 10-01-18 thru 12-31-18
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
73370	10/8/2018	Flowers Chemical Laboratories	$ 41,754.00	9/25/2018	City Council
73401	10/9/2018	Moore Stephens Lovelace	$ 40,000.00	7/10/2018	City Council
73413	10/10/2018	Moore Stephens Lovelace	$ 40,000.00	7/10/2018	City Council
73448	10/15/2018	Industrial Chemicals	$ 35,200.00	9/25/2018	City Council
73501	10/18/2018	United Self Insured Services	$ 50,000.00	8/22/2017	City Council
73524	10/18/2018	Lisa Cullen Tax Collector	$ 39,600.00	4/28/2018	City Council
73590	10/23/2018	Water Resource Assoc.	$ 49,520.00	11/14/2017	City Council
73648	10/26/2018	Axon Enterprises	$ 49,902.00	10/24/2017	City Council
73711	11/5/2018	Empire Computing	$ 47,876.80	10/10/2018	City Council
73714	11/5/2018	Florida Power & Light	$ 35,270.00	10/10/2018	City Council
73723	11/5/2018	Sunstate Meter and Supply	$ 35,836.00	10/28/2014	City Council
73728	11/5/2018	FL Dept of Corrections	$ 43,122.75	12/2/2017	City Council
73759	11/7/2018	Sunstate Meter and Supply	$ 43,350.00	10/28/2014	City Council
73903	12/4/2018	Integrity Public Finance	$ 37,500.00	11/28/2019	City Council
73969	12/12/2018	Alan Jay Chevrolet	$ 39,291.25	11/28/2018	City Council
74017	12/26/2018	Space Coast Auto Supply	$ 37,200.00	7/24/2018	City Council
74037	12/26/2018	JSR Enterprises	$ 47,334.00	7/24/2018	City Council

17 **Purchase Order Approved by City Council**

Prepared by Purchasing 1/7/2019

Legislation Details (With Text)

File #:	19-17	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/11/2019			**In control:**	City Council
On agenda:	1/23/2019			**Final action:**	
Title:	FY 2019 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	December FY 2019 EXPENSE Budget Tracking Worksheet.pdf December FY 2019 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 11, 2019
Agenda Date: January 23, 2019
Prepared By: Anthony Hagan / Grants Administrator
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2019 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 2019 thru December 31, 2018.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 12/31/2018

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1100 - CITY MANAGER'S OFFICE					
11/28/18	001-1100-512.49-00	3,231	BA #21 - WEBSITE ADA COMPLIANCE		655
1 Budget Amendments/Transfers			Division 1100 Total	$3,231	
1600 - GENERAL OPERATIONS					
11/14/18	001-1600-513.39-00	(6,000)	BA #14 - MILESTONE PROF SVCS - DEBT COMP, FIN REP		647
	001-1600-513.31-00	6,000			
11/28/18	001-1600-513.39-00	(10,000)	BA #21 - INTEGRITY FINANC LLC - TAX EXEMPT CALCS		942
	001-1600-513.31-00	10,000			
2 Budget Amendments/Transfers			Division 1600 Total	$0	
1601 - EMERGENCY/DISASTER SVS					
11/28/18	001-1601-525.63-00	35,074	BA #21 - HURRICANE IRMA DAMAGES		655
1 Budget Amendments/Transfers			Division 1601 Total	$35,074	
2100 - POLICE ADMIN/OPERATIONS					
10/25/18	001-2100-521.52-00	(742)	BA #9 - PD SYMPHONY CONSL NOTARY RENEW, & INTOXILYZ		267
	001-2100-521.46-00	742			
11/14/18	001-2100-521.64-15	(50,400)	BA #11 - PD LAPTOP REPLCM PROGRAM NO LONGER CAPITAL		645
	001-2100-521.52-00	50,400			
2 Budget Amendments/Transfers			Division 2100 Total	$0	
2101 - POLICE COMMUNICATIONS					
10/25/18	001-2101-521.34-00	(2,772)	BA #9 - PD SYMPHONY CONSL NOTARY RENEW, & INTOXILYZ		267
	001-2101-521.46-00	2,772			
1 Budget Amendments/Transfers			Division 2101 Total	$0	
2132 - CODE ENFORCEMENT					
10/25/18	001-2132-524.52-00	(85)	BA #9 - PD SYMPHONY CONSL NOTARY RENEW, & INTOXILYZ		267
	001-2132-524.54-00	85			
1 Budget Amendments/Transfers			Division 2132 Total	$0	
2201 - FIRE OPERATIONS					
11/28/18	001-2201-522.64-00	90,520	BA #21 - FIRE TRUCK REFUR		655

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1	Budget Amendments/Transfers		Division 2201 Total	$90,520	
3200 - ADMINISTRATION					
11/28/18	001-3200-515.34-02	77,200	BA #19 - FDEP GRANT WAS AWARDED - ACCEPT GRANT		940
	001-3200-515.31-00	4,888	BA #21 - PARKING STUDY OF COCOA VILLAGE		655
2	Budget Amendments/Transfers		Division 3200 Total	$82,088	
3205 - ECONOMIC DEVELOPMENT					
11/28/18	001-3205-559.31-00	7,112	BA #21 - CONSULTING FOR HUD LOAN		655
1	Budget Amendments/Transfers		Division 3205 Total	$7,112	
3510 - PUBLIC WORKS MAINTENANCE					
10/10/18	001-3510-541.63-00	(339,797)	BAF#3 - GOODSON PAVING AGREEMENTS FOR FY19		135
	001-3510-541.46-00	339,797			
	001-3510-541.63-00	(60,203)	BAF#4 - GOODSON PAVING COCOA VILLAGE SIDEWALKS		136
	001-3510-541.63-00	(25,117)			
	001-3510-541.46-00	25,117			
	001-3510-541.46-00	60,203			
11/28/18	001-3510-541.63-00	15,153	BA #21 - FISKE BLVD COMPLETE STREET		655
	001-3510-541.46-00	44,988	BA #21 - US1 CORRIDOR LIGHTING		655
4	Budget Amendments/Transfers		Division 3510 Total	$60,141	
3520 - PARKS & BEAUTIFICATION					
12/14/18	001-3520-572.34-00	(14,000)	BA #29 - OVRTIME FOR MOWR & PRESSURE WASHER RENTL		944
	001-3520-572.44-00	6,000			
	001-3520-572.14-00	8,000			
	001-3520-572.34-00	(33,456)	BA #30 - MOWING AND MAINT OF US1 & SR520		944
	001-3520-572.34-09	33,456			
2	Budget Amendments/Transfers		Division 3520 Total	$0	
3540 - PUBLIC WORKS- FLEET MAINT					
11/28/18	001-3540-519.34-00	8,000	BA #21 - NAPA PARTS CONTR		655
1	Budget Amendments/Transfers		Division 3540 Total	$8,000	
3560 - FACILITY MANAGEMENT					
11/28/18	001-3560-519.46-02	6,529	BA #21 - HEART OF COCOA MEETING ROOM		655
1	Budget Amendments/Transfers		Division 3560 Total	$6,529	
3580 - CAPITAL PROJECTS MNGMT					
11/28/18	001-3580-519.63-00	59,390	BA #21 - HURRICANE IRMA DAMAGES		655
	001-3580-519.63-00	303,900			
1	Budget Amendments/Transfers		Division 3580 Total	$363,290	
21	Total Budget Amendments/Transfers		**GENERAL FUND**	**$655,985**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3240 - HOUSING GRANTS					
11/28/18	103-3240-554.83-00	350	BA #21 - INSPECTION SERVC		655
	103-3240-554.83-00	225	BA #21 - REHAB INSPECTION SERVICES		655
2	Budget Amendments/Transfers		Division 3240 Total	$575	
	2 Total Budget Amendments/Transfers		**CDBG**	**$575**	
3240 - HOUSING GRANTS					
12/12/18	104-3240-554.83-00	(95,355)	BA #31 - REDUCE HOME AMT TO MATCH DISBRS AGREEMNT		1031
1	Budget Amendments/Transfers		Division 3240 Total	($95,355)	
	1 Total Budget Amendments/Transfers		**BREVARD COUNTY HOME**	**($95,355)**	
3240 - HOUSING GRANTS					
11/28/18	105-3240-554.83-00	450	BA #21 - 425 BERNARD APPRAISAL		655
	105-3240-554.34-00	1,780	BA #21 - HOUSING COUNSELI		655
2	Budget Amendments/Transfers		Division 3240 Total	$2,230	
	2 Total Budget Amendments/Transfers		**SHIP/COCOA HOUSING TRUST**	**$2,230**	
3230 - CRA ADMIN/OPERATIONS					
11/28/18	110-3230-559.31-00	6,075	BA #21 - CONSULTANT SERVICES		655
	110-3230-559.63-00	2,000	BA #21 - LEE WENNER PARK		655
	110-3230-559.83-00	7,000	BA #21 - OLEANDER STREET FACADE GRANT		655
12/20/18	110-3230-559.52-00	(200)	BA #15 - FUNDS NOT BUDGTD FOR C NEUTERMAN CELL PHON		1033
	110-3230-559.41-00	200			
	110-3230-559.63-00	(95,000)	BA #33 - MOVE FUNDS TO NEW PROJ # FOR TDOCK		1032
	110-3230-559.63-00	95,000			
5	Budget Amendments/Transfers		Division 3230 Total	$15,075	
	5 Total Budget Amendments/Transfers		**CRA COCOA RDA**	**$15,075**	
3230 - CRA ADMIN/OPERATIONS					
11/19/18	111-3230-559.63-00	(60,000)	BA #6 - WOMEN'S VETERAN HOUSING - MOVE FUNDS		567
	111-3230-559.34-00	60,000			
12/03/18	111-3230-559.52-00	(300)	BA #16 - CELL PHONE FOR CHARLENE NEUTERMAN		724
	111-3230-559.41-00	300			
12/31/18	111-3230-559.64-00	(3,051)	BA #24 - MOVE FUNDS DUE TO CAP THRESHOLD INCREASE		1129
	111-3230-559.42-00	295			
	111-3230-559.52-00	2,756			
3	Budget Amendments/Transfers		Division 3230 Total	$0	
	3 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$0**	
2100 - POLICE ADMIN/OPERATIONS					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/10/18	141-2100-521.52-00	5,000	BAF#2 - GIFT CARDS FOR PD GUNS BUY BACK PROGRAM		133
11/14/18	141-2100-521.52-00	7,488	BA #12 - REPLACE EQUIPMNT IN INTERVIEW ROOMS		646
2	Budget Amendments/Transfers		Division 2100 Total	$12,488	
	2 Total Budget Amendments/Transfers		**POLICE CONFISCATED FUND**	**$12,488**	
4010 - WATER ADMINISTRATION					
10/10/18	421-4010-536.39-00	(119,034)	BAF#1 - CONE ROAD DRAIN IMPROVEMENTS - WS17CD		132
11/14/18	421-4010-536.39-00	(6,000)	BA #14 - MILESTONE PROF SVCS - DEBT COMP, FIN REP		647
	421-4010-536.31-00	6,000			
11/28/18	421-4010-536.31-00	1,800	BA #21 - BOND CERTIFICATI		655
	421-4010-536.31-00	88	BA #21 - FDEP VIOLATION INSERTS		655
	421-4010-536.31-00	28,740	BA #21 - REQUIRED EPA TESTING		655
12/31/18	421-4010-536.31-00	(1,110)	BA #35 - COVER INCREASE IN VEHICLE PRCHSE COST		1129
	421-4010-536.64-00	1,110			
6	Budget Amendments/Transfers		Division 4010 Total	($88,406)	
4020 - DYAL PLANT					
10/29/18	421-4020-536.63-00	(42,362)	TXFR FOR OFF SCOPE SERV		299
11/28/18	421-4020-536.63-00	(506,413)	BA #20 - AUTOMATIC TRANSF SWITCH		654
	421-4020-536.63-00	(600,000)	BA #20 - DYAL SURFACE WTR WELL		654
	421-4020-536.63-00	(500,000)	BA #20 - FILTER REHAB 1-5		654
	421-4020-536.46-00	3,380	BA #21 - BUBBLER BOX GROUNDWATER		655
	421-4020-536.55-00	8,035	BA #21 - ELECTRICAL SAFET ED PROGRAM		655
	421-4020-536.63-00	507,254	BA #21 - FILTERS #5 & #6		655
	421-4020-536.63-00	37,850	BA #21 - SCADA SERVER REPLACEMENT		655
	421-4020-536.46-00	6,395	BA #21 - SEWAGE GRINDER		655
	421-4020-536.42-00	500	BA #21 - SHIPPING		655
	421-4020-536.63-00	22,131	BA #21 - TCR ATS / PUMP CONTROL		655
12/12/18	421-4020-536.63-00	(229,496)	BA #26 - REPLACE TWO HVAC CHILLERS FOR DYAL WTP		1030
	421-4020-536.63-00	229,496			
12/14/18	421-4020-536.64-00	(47,334)	BA #28 - DYAL WTP REPLACE DIESEL FUEL TANK BAN RVR		943
	421-4020-536.64-00	47,334			
13	Budget Amendments/Transfers		Division 4020 Total	1,063,230)	
4025 - WATER FIELD OPERATIONS					
10/10/18	421-4025-536.46-00	119,034	BAF#1 - CONE ROAD DRAIN IMPROVEMENTS - WS17CD		132
11/28/18	421-4025-536.46-00	2,855	BA #21 - CONE ROAD PROJECT		655
	421-4025-536.46-00	2,208	BA #21 - EAST COAST CC FIRELINE		655
	421-4025-536.46-00	4,268	BA #21 - METER STATION		655

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/28/18	421-4025-536.46-00	357,878	BA #21 - ROAD RESTORATION		655
	421-4025-536.46-00	52,265	BA #21 - VALVE IMPROVEMNT		655
	421-4025-536.46-00	116,131			
	421-4025-536.46-00	1,650	BA #21 -PIPING FOR WILSON ST FM		655
7	Budget Amendments/Transfers		Division 4025 Total	$656,289	
4055 - ENGINEERING					
10/29/18	421-4055-536.63-00	42,362	TXFR FOR OFF SCOPE SERV		299
11/14/18	421-4055-536.63-00	(325,116)	BA #17 - CIP PROJECTS COVERED UNDER BOND		648
	421-4055-536.63-00	325,116			
11/28/18	421-4055-536.63-00	(400,000)	BA #20 - CAPE CANAVERAL WATER MAIN REPLACEMENT		654
	421-4055-536.63-00	(5,200,000)	BA #20 - DYAL CHEMICAL CONVERSION		654
	421-4055-536.63-00	(330,000)	BA #20 - DYAL GROUNDWTR WTP REACTOR		654
	421-4055-536.63-00	(974,656)	BA #20 - FISKE BLVD PIPELINE REPLACEMENT		654
	421-4055-536.63-00	(698,664)	BA #20 - MICHIGAN AVENUE FORCE MAIN		654
	421-4055-536.63-00	(10,062,500)	BA #20 - PINEDA CROSSING		654
	421-4055-536.63-00	(2,461,274)	BA #20 - PIPE INFRASTRUCT		654
	421-4055-536.63-00	(1,997,743)	BA #20 - RAW WATER PIPELINE UPGRADE		654
	421-4055-536.68-10	35,118	BA #21 - CAPITAL PLAN WATER		655
	421-4055-536.63-00	77,906	BA #21 - GW/SW CLEARWELL		655
	421-4055-536.63-00	5,497	BA #21 - INDUSTRIAL PARK PUMP STATION		655
	421-4055-536.63-00	209,868			
	421-4055-536.63-00	420,316			
	421-4055-536.31-00	34,307	BA #21 - INSPECTION OF FIBER OPTIC CABLE		655
	421-4055-536.63-00	33,785	BA #21 - MICHIGAN AVENUE FM EXTENSION		655
	421-4055-536.63-00	6,429	BA #21 - SR 520		655
	421-4055-536.63-00	488	BA #21-CHASE/N TROP TRL LOOPING IMPROVE'S		655
17	Budget Amendments/Transfers		Division 4055 Total	1,258,761)	
4120 - WATER RECLAMATION					
11/01/18	421-4120-536.46-00	(150)	BA #10 - COVER PRINTING FOR SELLERS WORK ORDERS		346
	421-4120-536.47-00	150			
11/28/18	421-4120-536.63-00	(2,836,250)	BA #20 - JERRY SELLERS FLOW		654
	421-4120-536.63-00	(130,000)	BA #20 - REPLACE RUSTED CONNECTIONS		654
	421-4120-536.63-00	(130,000)	BA #20 - SPALLING REPAIR OF FILTER		654
	421-4120-536.63-00	219,098	BA #21 - BNR IMPROVEMENTS		655
	421-4120-536.63-00	72,799	BA #21 - CAROLLO TASK ORDER 2018-03		655
	421-4120-536.63-00	76,528	BA #21 - MCC 1-6 IMPROVMN		655
	421-4120-536.46-00	8,445	BA #21 - REPLACE WASTE WATER PUMP		655

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
8 Budget Amendments/Transfers			Division 4120 Total	2,719,380)	
4125 - SEWER FIELD OPERATIONS					
11/28/18	421-4125-536.63-00	(400,000)	BA #20 - CIPP REHAB		654
	421-4125-536.46-00	49,929	BA #21 - MANHOLE ASSESSMN		655
	421-4125-536.46-00	22,870	BA #21 - REPLACE LIFT STATION PUMPS		655
	421-4125-536.46-00	75,000	BA #21 - RESORATION SVCS		655
4 Budget Amendments/Transfers			Division 4125 Total	($252,201)	
55 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**4,725,689)**	
3570 - STORMWATER UTILITY					
11/28/18	423-3570-538.31-00	660	BA #21 - CARRY FORWARD FROM FY17		655
	423-3570-538.63-00	3,703	BA #21 - CURB / GUTTER / SIDEWALK REPLACEMENT		655
	423-3570-538.63-00	3,258	BA #21 - FISKE BLVD COMPLETE STREETS		655
	423-3570-538.46-03	4,708	BA #21 - REPAIR OF CASE BACKHOE		655
4 Budget Amendments/Transfers			Division 3570 Total	$12,329	
4 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$12,329**	
4020 - DYAL PLANT					
11/28/18	426-4020-536.63-00	506,413	BA #20 - AUTOMATIC TRANSF SWITCH		654
	426-4020-536.63-00	600,000	BA #20 - DYAL SURFACE WATER WELL		654
	426-4020-536.63-00	500,000	BA #20 - FILTER REHAB 1-5		654
3 Budget Amendments/Transfers			Division 4020 Total	$1,606,413	
4055 - ENGINEERING					
11/28/18	426-4055-536.63-00	400,000	BA #20 - CAPE CANAVERAL WATER MAIN REPLACEMENT		654
	426-4055-536.63-00	5,200,000	BA #20 - DYAL CHEMICAL CONVERSION		654
	426-4055-536.63-00	330,000	BA #20 - DYAL GROUNDWTR WTP REACTOR		654
	426-4055-536.63-00	974,656	BA #20 - FISKE BLVD PIPELINE REPLACEMENT		654
	426-4055-536.63-00	698,664	BA #20 - MICHIGAN AVE FORCE MAIN		654
	426-4055-536.63-00	10,062,500	BA #20 - PINEDA CROSSING		654
	426-4055-536.63-00	2,461,274	BA #20 - PIPE INFRASTRCTU		654
	426-4055-536.63-00	1,997,743	BA #20 - RAW WATER PIPELINE UPGRADE		654
12/12/18	426-4055-536.63-00	(1,231,049)	BA #27 - MOVE FUNDS TO NORTH TRP TRAIL PROJECT		1029
	426-4055-536.63-00	1,231,049			
9 Budget Amendments/Transfers			Division 4055 Total	$2,124,837	
4120 - WATER RECLAMATION					
11/28/18	426-4120-536.63-00	2,836,250	BA #20 - JERRY SELLERS FLOW		654
	426-4120-536.63-00	130,000	BA #20 - REPLACE RUSTED CONNECTIONS		654
	426-4120-536.63-00	130,000	BA #20 - SPALLING REPAIR OF FILTER		654

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3	Budget Amendments/Transfers		Division 4120 Total	$3,096,250	
4125 - SEWER FIELD OPERATIONS					
11/28/18	426-4125-536.63-00	400,000	BA #20 - CIPP REHABILITAT		654
1	Budget Amendments/Transfers		Division 4125 Total	$400,000	
16	Total Budget Amendments/Transfers		**WS CPTL PROJ 2018B**	**$27,227,500**	

111 Transfers & Amendments between 10/1/2018 and 12/31/2018

FY 2019 TOTAL TRANSFERS & AMENDMENTS **3,105,138**

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 2019 - Budget Tracking Worksheets\FY 2019 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 1/11/2019

FY 2019 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 12/31/2018

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/28/18	001-0000-331.50-03	77,200	BA #19 - FDEP GRANT WAS AWARDED - ACCEPT GRANT		940
	001-0000-389.99-50	578,785	BA #21 - FUND BALANCE RESERVES		655
2 Budget Amendments/Transfers			Division 0000 Total	$655,985	
2 Total Budget Amendments/Transfers			**GENERAL FUND**	**$655,985**	
11/28/18	103-0000-389.99-10	575	BA #21 - FUND BALANCE		655
1 Budget Amendments/Transfers			Division 0000 Total	$575	
1 Total Budget Amendments/Transfers			**CDBG**	**$575**	
12/12/18	104-0000-389.99-10	(95,355)	BA #31 - REDUCE HOME AMT TO MATCH DISBRS AGREEMNT		1031
1 Budget Amendments/Transfers			Division 0000 Total	($95,355)	
1 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**($95,355)**	
11/28/18	105-0000-389.99-10	2,230	BA #21 - FUND BALANCE		655
1 Budget Amendments/Transfers			Division 0000 Total	$2,230	
1 Total Budget Amendments/Transfers			**SHIP/COCOA HOUSING TRUST**	**$2,230**	
11/28/18	110-0000-389.99-10	15,075	BA #21 - FUND BALANCE		655
1 Budget Amendments/Transfers			Division 0000 Total	$15,075	
1 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$15,075**	
10/10/18	141-0000-389.99-11	5,000	BAF#2 - GIFT CARDS FOR PD GUNS BUY BACK PROGRAM		133
11/14/18	141-0000-389.99-11	7,488	BA #12 - REPLACE EQUIPMNT IN INTERVIEW ROOMS		646
2 Budget Amendments/Transfers			Division 0000 Total	$12,488	
2 Total Budget Amendments/Transfers			**POLICE CONFISCATED FUND**	**$12,488**	
11/28/18	421-0000-389.99-50	(1,606,413)	BA #20 - FUND BALANCE RESERVES		654
	421-0000-389.99-50	(22,124,837)	BA #20 - WS FUND BALANCE RESERVES		654
	421-0000-389.99-50	(3,096,250)			
	421-0000-389.99-50	(400,000)			
	421-0000-389.99-50	2,501,811	BA #21 - FUND BALANCE RESERVES		655
3 Budget Amendments/Transfers			Division 0000 Total	4,725,689)	
3 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**4,725,689)**	
10/10/18	423-0000-389.99-50	(20,856)	BAF#5 - INDIAN RIVER LAGN GRANT FUNDING / BAFFLE BX		134

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/10/18	423-0000-338.10-02	20,856	BAF#5 - INDIAN RIVER LAGN GRANT FUNDING / BAFFLE BX		134
11/28/18	423-0000-389.99-50	12,329	BA #21 - FUND BALANCE RESERVES		655
2 Budget Amendments/Transfers			Division 0000 Total	$12,329	
2 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$12,329**	
11/28/18	426-0000-389.99-50	400,000	BA #20 - WS CAPITAL PROJC FUND BALANCE RESERVES		654
	426-0000-389.99-50	3,096,250			
	426-0000-389.99-50	22,124,837			
	426-0000-389.99-50	1,606,413	BA #20 - WS CAPITAL PROJE FUND BALANCE RESERVES		654
2 Budget Amendments/Transfers			Division 0000 Total	27,227,500	
2 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**27,227,500**	

15 Transfers & Amendments between 10/1/2018 and 12/31/2018

FY 2019 TOTAL TRANSFERS & AMENDMENTS	**3,105,138**

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 2019 - Budget Tracking Worksheets\FY 2019 REVENUE Budget Tracking Worksheet.imr ran by Database
User ID: cocoath

Date: 1/11/2019

Legislation Details (With Text)

File #:	19-18	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/11/2019			**In control:**	City Council
On agenda:	1/23/2019			**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:	November 2018 Financial Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 11, 2019
Agenda Date: January 23, 2019
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM 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 November 2018 provide information for the four major funds: General Fund, Water/Sewer Fund, Water/Sewer Capital Projects 2018B Fund and the Storm Water Fund. This November 2018 report is unaudited and preliminary.

Each of the major funds will have the following reports:

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

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the four 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 four major funds: General Fund, Water & Sewer, Water & Sewer Capital Projects 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.

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FY 2019 Budget by Classification Report - Summary Listing

Through 11/30/18

Target for November is 17%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 8,200,129		$ 1,219,180	$ 6,980,949	15%
OTHER PERMITS AND FEES	$ 3,342,581		$ 591,722	$ 2,750,859	18%
INTERGOVERNMENTAL	$ 2,310,789		$ 27,592	$ 2,283,197	1%
CHARGES FOR SERVICES	$ 11,529,432		$ 1,810,321	$ 9,719,111	16%
FINES AND FORFEITURES	$ 26,000		$ 3,012	$ 22,988	12%
MISCELLANEOUS	$ 944,938		$ 179,046	$ 765,892	19%
OTHER SOURCES (NON-REVENUE)	$ 17,532,627		$ 1,424,013	$ 16,108,614	8%
REVENUE TOTALS	**$ 43,886,496**		**$ 5,254,886**	**$ 38,631,610**	**12%**
EXPENSE					
SALARIES AND BENEFITS	$ 23,294,067		$ 3,332,721	$ 19,961,346	14%
OPERATING EXPENDITURES	$ 10,680,597	$ 3,423,110	$ 1,235,796	$ 6,021,691	44%
CAPITAL OUTLAY	$ 1,838,061	$ 591,456	$ 233,764	$ 1,012,841	45%
GRANTS, AIDS AND OTHER	$ 8,073,771	$ -	$ -	$ 8,073,771	0%
EXPENSE TOTALS	**$ 43,886,496**	**$ 4,014,566**	**$ 4,802,281**	**$ 35,069,649**	20%
REVENUE TOTALS	**$ 43,886,496**	**$ -**	**$ 5,254,886**	**$ 38,631,610**	**12%**
EXPENSE TOTALS	**$ 43,886,496**	**$ 4,014,566**	**$ 4,802,281**	**$ 35,069,649**	**20%**
	$ -	**$ (4,014,566)**	**$ 452,605**	**$ 3,561,961**	

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
310		TAXES								
311		AD VALOREM								
10	00	CURRENT TAXES	458,061	957,052.75	209	916,122	957,052.75	105	5,496,736	4,539,683.25
20	00	DELINQUENT TAXES	1,250	123.32	10	2,500	123.32	5	15,000	14,876.68
25	00	PENALTIES RE: TAXES	416	597.08	144	832	597.08	72	5,000	4,402.92
30	00	TAX CERTIFICATES	15,000	.00		30,000	.00		180,000	180,000.00
311	**	AD VALOREM	474,727	957,773.15	202	949,454	957,773.15	101	5,696,736	4,738,962.85
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	33,833	.00		67,666	.00		406,000	406,000.00
312	**	SALES USE AND FUEL TAXES	33,833	.00		67,666	.00		406,000	406,000.00
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	96,583	135,902.51	141	193,166	107,500.51	56	1,159,007	1,051,506.49
30	00	WATER-COCOA	27,888	27,986.77	100	55,776	56,821.94	102	334,667	277,845.06
40	00	GAS	1,666	935.64-	56	3,332	648.66	20	20,000	19,351.34
80	00	PROPANE	1,251	882.71-	71	2,502	1,340.81	54	15,013	13,672.19
314	**	UTILITY SERVICE TAX	127,388	162,070.93	127	254,776	166,311.92	65	1,528,687	1,362,375.08
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	33,642	17,941.00-	53	67,284	35,882.00-	53	403,706	439,588.00
315	**	COMMUNICATION SERVICE TAX	33,642	17,941.00-	53	67,284	35,882.00-	53	403,706	439,588.00
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	13,750	10,134.57	74	27,500	130,977.10	476	165,000	34,022.90
316	**	LOCAL BUSINESS TAX	13,750	10,134.57	74	27,500	130,977.10	476	165,000	34,022.90
310	***	TAXES	683,340	1,112,037.65	163	1,366,680	1,219,180.17	89	8,200,129	6,980,948.83
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
00	00	BUILDING PERMITS	16,666	9,333.50	56	33,332	33,737.33	101	200,000	166,262.67
10	00	TRAINING SURCHARGE	66	.00		132	212.58	161	800	587.42
322	**	BUILDING PERMITS	16,732	9,333.50	56	33,464	33,949.91	102	200,800	166,850.09
323		FRANCHISE FEES								
10	00	ELECTRICITY	68,553	28,232.00-	41	137,106	56,464.00-	41	822,639	879,103.00
40	00	GAS	1,210	1,054.52-	87	2,420	894.99	37	14,520	13,625.01
70	00	SOLID WASTE	15,365	15,453.18	101	30,730	31,703.42	103	184,385	152,681.58
323	**	FRANCHISE FEES	85,128	13,833.34-	16	170,256	23,865.59-	14	1,021,544	1,045,409.59
325		SPECIAL ASSESSMENT								
12	01	FIRE PROTECTION	162,186	578,589.46	357	324,372	578,589.46	178	1,946,237	1,367,647.54

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	166	117.67	71	332	117.67	35	2,000	1,882.33
12 03	PENALTIES	166	40.93	25	332	40.93	12	2,000	1,959.07
12 04	TAX CERTIFICATES	12,500	.00		25,000	.00		150,000	150,000.00
12 *	SERVICE	175,018	578,748.06	331	350,036	578,748.06	165	2,100,237	1,521,488.94
325 **	SPECIAL ASSESSMENT	175,018	578,748.06	331	350,036	578,748.06	165	2,100,237	1,521,488.94
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	1,666	600.00	36	3,332	1,790.00	54	20,000	18,210.00
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
35 00	FIRE INSPECTIONS	0	680.00		0	1,100.00		0	1,100.00-
329 **	OTHER PERMITS & FEES	1,666	1,280.00	77	3,332	2,890.00	87	20,000	17,110.00
320 ***	OTHER PERMITS & FEES	278,544	575,528.22	207	557,088	591,722.38	106	3,342,581	2,750,858.62
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	0	.00		0	.00		0	.00
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	0	.00		0	.00		0	.00
20 01	RES OFFCR - CTY CONTRACT	8,666	.00		17,332	26,000.00	150	104,000	78,000.00
20 05	DEPT OF JUSTICE GRANTS	2,073	.00		4,146	.00		24,879	24,879.00
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	760	.00		1,520	.00		9,130	9,130.00
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	10,071	.00		20,142	.00		120,863	120,863.00
20 16	INTERNET CRIMES GRANT	833	.00		1,666	.00		10,000	10,000.00
20 17	BODY WORN CAMERA GRANT	1,500	.00		3,000	.00		18,000	18,000.00
20 *	PUBLIC SAFETY	23,903	.00		47,806	26,000.00	54	286,872	260,872.00
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
50 02	EDA-2018-DISASTER-11.307	3,750	.00		7,500	.00		45,000	45,000.00
50 03	FDEP-RESILIENCY4190120	7,018	.00		7,018	.00		77,200	77,200.00
50 *	ECONOMIC ENVIRONMENT	10,768	.00		14,518	.00		122,200	122,200.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
70	01	NPS CIVIL RIGHTS GRANT	4,166	.00		8,332	.00		50,000	50,000.00
331	**	FEDERAL GRANTS	38,837	.00		70,656	26,000.00	37	459,072	433,072.00
333		PAYMENT IN LIEU OF TAXES								
90	00	HOUSING AUTHORITY	3,333	.00		6,666	.00		40,000	40,000.00
333	**	PAYMENT IN LIEU OF TAXES	3,333	.00		6,666	.00		40,000	40,000.00
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
90	30	HISTORIC PRESERVATION GRT	0	.00		0	.00		0	.00
334	**	STATE GRANT	0	.00		0	.00		0	.00
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	41,666	.00		83,332	.00		500,000	500,000.00
12	20	8TH CNT MUNICIPAL GAS TAX	12,916	.00		25,832	.00		155,000	155,000.00
12	*	STATE REVENUE SHARING	54,582	.00		109,164	.00		655,000	655,000.00
14	00	MOBILE HOME LICENSES	1,666	1,021.47	61	3,332	1,591.79	48	20,000	18,408.21
15	00	ALCOHOLIC BEVERAGE	1,809	.00		3,618	.00		21,717	21,717.00
18	00	LOCAL GOVERNMENT 1/2 CENT	90,833	.00		181,666	.00		1,090,000	1,090,000.00
21	00	FIREFIGHTER SUPPLEMENTAL	0	.00		0	.00		0	.00
22	00	ENHANCED 911 FEE	0	.00		0	.00		0	.00
29	00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41	00	FUEL TAX REFUNDS	2,083	.00		4,166	.00		25,000	25,000.00
335	**	STATE SHARED REVENUES	150,973	1,021.47	1	301,946	1,591.79	1	1,811,717	1,810,125.21
337		GRANTS FROM LOCAL UNITS								
20	01	BC EMS GRANT	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

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
338		SHARED REVENUE LOCAL UNIT								
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	193,143	1,021.47	1	379,268	27,591.79	7	2,310,789	2,283,197.21
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
10	00	RECORDING FEES	0	.00		0	.00		0	.00
15	00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21	00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23	00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30	00	ADMINISTRATIVE FEES	475,140	475,141.00	100	950,280	950,282.00	100	5,701,690	4,751,408.00
31	00	ADMIN FEES STORMWATER	7,861	7,862.00	100	15,722	15,724.00	100	94,343	78,619.00
40	00	CERTIFY/COPY/SEARCH	8,333	8,677.85	104	16,666	8,969.42	54	100,000	91,030.58
90	12	PASSPORT EXECUTION FEES	583	350.00	60	1,166	805.00	69	7,000	6,195.00
341	**	GENERAL GOVERNMENT	491,917	492,030.85	100	983,834	975,780.42	99	5,903,033	4,927,252.58
342		PUBLIC SAFETY								
10	00	POLICE SERVICES	1,666	10,640.00	639	3,332	28,638.75	860	20,000	8,638.75-
90	00	OTHER PUBLIC SAFETY	0	450.00		0	450.00		0	450.00-
90	01	FALSE ALARM FEES	925	.00		1,850	1,080.00	58	11,100	10,020.00
90	02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90	*	OTHER PUBLIC SAFETY	925	450.00	49	1,850	1,530.00	83	11,100	9,570.00
342	**	PUBLIC SAFETY	2,591	11,090.00	428	5,182	30,168.75	582	31,100	931.25
343		PHYSICAL ENVIRONMENT								
37	10	BREVARD COUNTY	35,159	39,362.72	112	70,318	39,362.72	56	421,913	382,550.28
37	11	ROCKLEDGE	22,210	23,910.24	108	44,420	23,910.24	54	266,528	242,617.76
37	12	SUN LAKE	292	316.96	109	584	316.96	54	3,515	3,198.04
37	13	CLNY PK-M.I.UTIL CO.	157	157.92	101	314	157.92	50	1,895	1,737.08
37	16	COCOA BEACH	9,171	9,203.04	100	18,342	9,203.04	50	110,063	100,859.96
37	17	CAPE CANAVERAL	7,571	7,554.35	100	15,142	7,554.35	50	90,856	83,301.65
37	18	TITUSVILLE	330	374.39	114	660	374.39	57	3,961	3,586.61
37	*	WATER BILLING SERVICES	74,890	80,879.62	108	149,780	80,879.62	54	898,731	817,851.38
39	01	SERVICE CHARGES	34,666	38,912.84	112	69,332	69,196.16	100	416,000	346,803.84
39	03	ADMIN CHARGES	33,333	31,440.00	94	66,666	63,840.00	96	400,000	336,160.00
39	04	PENALTIES	72,916	84,788.86	116	145,832	150,341.41	103	875,000	724,658.59
39	05	NSF CHECKS	2,960	3,530.86	119	5,920	5,755.86	97	35,525	29,769.14
39	*	WATER OTHER INCOME	143,875	158,672.56	110	287,750	289,133.43	101	1,726,525	1,437,391.57

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
41 10	GARBAGE REVENUES	173,241	161,325.81	93	346,482	331,150.54	96	2,078,903	1,747,752.46
41 20	RECYCLING REVENUE	18,065	17,914.73	99	36,130	37,078.89	103	216,789	179,710.11
41 30	GREEN WASTE	15,449	15,465.88	100	30,898	31,503.36	102	185,394	153,890.64
41 *	GARBAGE COLLECTION	206,755	194,706.42	94	413,510	399,732.79	97	2,481,086	2,081,353.21
45 10	BILLING FEE - WEST WASTE	8,058	8,249.92	102	16,116	8,249.92	51	96,697	88,447.08
45 20	SALE - RECYCLING MATERIAL	166	34.35-	21	332	28.15	9	2,000	1,971.85
45 *	GARBAGE - OTHER REVENUE	8,224	8,215.57	100	16,448	8,278.07	50	98,697	90,418.93
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	MEDIAN MAINTENANCE	4,361	.00		8,722	.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	16,161	.00		32,322	.00		193,934	193,934.00
90 *	OTHER PHYSICAL ENVIRON	20,522	.00		41,044	.00		246,270	246,270.00
343 **	PHYSICAL ENVIRONMENT	454,266	442,474.17	97	908,532	778,023.91	86	5,451,309	4,673,285.09
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	4,583	3,488.54	76	9,166	8,187.18	89	55,000	46,812.82
39 11	TENANT MAINTENANCE FEES	116	75.36	65	232	308.48	133	1,400	1,091.52
39 20	COCOA CIVIC CENTER	3,333	2,484.85	75	6,666	5,763.15	87	40,000	34,236.85
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,666	1,040.29	62	3,332	3,146.09	94	20,000	16,853.91
39 *	OTHER CULTURAL SERVICES	9,698	7,089.04	73	19,396	17,404.90	90	116,400	98,995.10
40 01	COCOA VILLAGE 10% GROSS	1,250	.00		2,500	150.00	6	15,000	14,850.00
40 05	PERMIT FEES	208	38.91	19	416	1,676.41	403	2,500	823.59
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	1,458	38.91	3	2,916	1,826.41	63	17,500	15,673.59
50 10	EVENT FEES	382	372.18	97	764	1,116.54	146	4,590	3,473.46
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	458	500.00	109	916	6,000.00	655	5,500	500.00-
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	840	872.18	104	1,680	7,116.54	424	10,090	2,973.46

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
347		CULTURE/RECREATION								
347	**	CULTURE/RECREATION	11,996	8,000.13	67	23,992	26,347.85	110	143,990	117,642.15
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
340	***	CHARGES FOR SERVICES	960,770	953,595.15	99	1,921,540	1,810,320.93	94	11,529,432	9,719,111.07
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
10	00	COUNTY COURT CRIMINAL	0	80.00		0	80.00		0	80.00-
50	00	800 MHZ FINES	0	.00		0	.00		0	.00
90	00	OTHER	2,166	2,168.46	100	4,332	2,932.09	68	26,000	23,067.91
351	**	JUDGMENTS AND FINES	2,166	2,248.46	104	4,332	3,012.09	70	26,000	22,987.91
354		LOCAL ORDINANCE VIOLATION								
00	00	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354	**	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355		FEDERAL								
00	00	FEDERAL	0	.00		0	.00		0	.00
355	**	FEDERAL	0	.00		0	.00		0	.00
356		STATE								
00	00	STATE	0	.00		0	.00		0	.00
356	**	STATE	0	.00		0	.00		0	.00
350	***	FINES AND FORFEITURES	2,166	2,248.46	104	4,332	3,012.09	70	26,000	22,987.91
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
10	00	INTEREST	4,166	16,544.01	397	8,332	31,978.36	384	50,000	18,021.64
20	00	DIVIDENDS	0	993.43		0	993.43		0	993.43-
38	00	NET INC/DEC-FMV INVESTMNT	0	10,886.48		0	7,630.40		0	7,630.40-
40	00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	4,166	28,423.92	682	8,332	40,602.19	487	50,000	9,397.81
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	10,432	1,500.00	14	20,864	38,258.41	183	125,186	86,927.59
362	**	RENT AND ROYALTIES	10,432	1,500.00	14	20,864	38,258.41	183	125,186	86,927.59

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
362	RENT AND ROYALTIES								
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
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	.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
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	16,041	10,417.00	65	32,082	80,834.00	252	192,500	111,666.00
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	16,041	10,417.00	65	32,082	80,834.00	252	192,500	111,666.00
367	LICENSES								
00 00	LICENSES	0	.00		0	.00		0	.00
367 **	LICENSES	0	.00		0	.00		0	.00
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	12,844	.00		25,688	.00		154,135	154,135.00
22 00	FIRE STATE CONTRIBUTION	10,895	.00		21,790	.00		130,749	130,749.00
368 **	PENSION CONTRIBUTIONS	23,739	.00		47,478	.00		284,884	284,884.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	6,250	102.19	2	12,500	2,978.13	24	75,000	72,021.87
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	6,047	3,070.00	51	12,094	4,070.00	34	72,568	68,498.00
90 03	CODE ENF ABATE/DEMO REV	6,250	.00		12,500	4,455.00	36	75,000	70,545.00
90 04	MISC. POLICE REVENUES	0	145.73		0	166.08		0	166.08-
90 05	INVESTIGATIVE COSTS REIM	4,775	4,191.19	88	9,550	7,031.81	74	57,300	50,268.19
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	416	150.00	36	832	150.00	18	5,000	4,850.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
90 09	PROPERTY REGISTRATION	625	500.00	80	1,250	500.00	40	7,500	7,000.00
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	24,363	8,159.11	34	48,726	19,351.02	40	292,368	273,016.98
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	24,363	8,159.11	34	48,726	19,351.02	40	292,368	273,016.98
360 ***	MISCELLANEOUS REVENUES	78,741	48,500.03	62	157,482	179,045.62	114	944,938	765,892.38
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM COCOA CRA (110)	4,401	.00		8,802	26,662.78	303	52,820	26,157.22
91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 23	STORMWATER (423)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91 41	TRF FROM CONFISCATED(141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	4,401	.00		8,802	26,662.78	303	52,820	26,157.22
381 **	INTERFUND TRANSFER	4,401	.00		8,802	26,662.78	303	52,820	26,157.22
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS WATER REV.	590,999	590,999.00	100	1,181,998	1,181,998.00	100	7,091,990	5,909,992.00
40 01	6% CONTRIBUTION	107,675	107,676.00	100	215,350	215,352.00	100	1,292,109	1,076,757.00
40 *	CONTRIBUTIONS WATER REV.	698,674	698,675.00	100	1,397,348	1,397,350.00	100	8,384,099	6,986,749.00
382 **	CONTRIBUTIONS ENTERPRISE	698,674	698,675.00	100	1,397,348	1,397,350.00	100	8,384,099	6,986,749.00
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

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
380	OTHER SOURCES(NON-REV)								
384	DEBT PROCEEDS								
385	PROCEEDS REFUNDING BONDS								
00 00	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
385 **	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	16,292	.00		32,584	.00		195,509	195,509.00
90 20	PREMIUM ON DEBT ISSUE	0	.00		0	.00		0	.00
90 *	NON OPERATING SOURCES	16,292	.00		32,584	.00		195,509	195,509.00
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	746,068	.00		1,439,519	.00		8,900,199	8,900,199.00
99 *	BALANCE FORWARD	746,068	.00		1,439,519	.00		8,900,199	8,900,199.00
389 **	NON OPERATING SOURCES	762,360	.00		1,472,103	.00		9,095,708	9,095,708.00
380 ***	OTHER SOURCES(NON-REV)	1,465,435	698,675.00	48	2,878,253	1,424,012.78	50	17,532,627	16,108,614.22
FUND TOTAL	GENERAL FUND	3,662,139	3,391,605.98	93	7,264,643	5,254,885.76	72	43,886,496	38,631,610.24

REPORT SELECTIONS

Fiscal year . . . . . : 2019
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	2628	1633.50	62	5256	4183.50	80	.00	31542	27358.50	13
11 **	EXECUTIVE SALARIES	2628	1633.50	62	5256	4183.50	80	.00	31542	27358.50	13
12-00	REGULAR SALARIES & WAGES	1008209	1028769.36	102	2016418	1658722.74	82	.00	12098630	10439907.26	14
12-06	SALARIES/CONTRACTUAL	1929	11095.00	575	3858	17665.00	458	.00	23150	5485.00	76
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	336	1177.11	350	672	31825.88	4736	.00	4039	27786.88-	788
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1010474	1041041.47	103	2020948	1708213.62	85	.00	12125819	10417605.38	14
13-00	OTHER SALARIES & WAGES	79086	75447.31	95	158172	116976.20	74	.00	949081	832104.80	12
13 **	OTHER SALARIES & WAGES	79086	75447.31	95	158172	116976.20	74	.00	949081	832104.80	12
14-00	OVERTIME	31036	29304.26	94	62072	51765.79	83	.00	372530	320764.21	14
14-01	COMP TIME	833	.00	0	1666	.00	0	.00	10000	10000.00	0
14 **	OVERTIME	31869	29304.26	92	63738	51765.79	81	.00	382530	330764.21	14
15-00	SPECIAL PAY	29382	32096.79	109	58764	47199.83	80	.00	352589	305389.17	13
15 **	SPECIAL PAY	29382	32096.79	109	58764	47199.83	80	.00	352589	305389.17	13
20-00	STATE GOVT	1659	2470.00	149	3318	6070.00	183	.00	19935	13865.00	30
20 **	STATE GOVT	1659	2470.00	149	3318	6070.00	183	.00	19935	13865.00	30
21-00	FICA TAXES	84453	87015.05	103	168906	142449.26	84	.00	1013570	871120.74	14
21 **	FICA TAXES	84453	87015.05	103	168906	142449.26	84	.00	1013570	871120.74	14
22-00	RETIREMENT CONTRIBUTIONS	84770	332833.15	393	169540	371408.47	219	.00	1017330	645921.53	37
22-01	LICENSED POLICE/FIRE	196119	204775.42	104	392238	336680.06	86	.00	2353438	2016757.94	14
22-02	STATE CONTRIBUTIONS	34430	.00	0	68860	.00	0	.00	284884	284884.00	0
22-03	ICMA - CITY MANAGER	1153	975.93	85	2306	1750.89	76	.00	13837	12086.11	13

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	316472	538584.50	170	632944	709839.42	112	.00	3669489	2959649.58	19
23-00	LIFE/HEALTH INSURANCE	323985	255384.42	79	647970	426913.66	66	.00	3887922	3461008.34	11
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	323985	255384.42	79	647970	426913.66	66	.00	3887922	3461008.34	11
24-00	WORKER'S COMPENSATION	51193	50476.50	99	102386	86299.80	84	.00	614430	528130.20	14
24 **	WORKER'S COMPENSATION	51193	50476.50	99	102386	86299.80	84	.00	614430	528130.20	14
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	832	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	832	.00	0	.00	5000	5000.00	0
27-00	CAFETERIA PLAN	20180	18370.00	91	40360	32810.00	81	.00	242160	209350.00	14
27 **	CAFETERIA PLAN	20180	18370.00	91	40360	32810.00	81	.00	242160	209350.00	14
31-00	PROFESSIONAL SERVICES	41058	21178.73	52	79571	24546.53	31	95873.72	490192	369771.75	25
31-01	LEGAL FEES	34660	21170.73	61	69320	45044.76	65	357633.69	415921	13242.55	97
31-02	MEDICAL SERVICES	3525	891.50	25	7050	891.50	13	36416.93	42310	5001.57	88
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	13500.00	1200	2250	13500.00	600	.00	13500	.00	100
31-33	EMPLOYEE HEALTH CENTER	14962	21251.17	142	29924	21251.17	71	158298.83	179550	.00	100
31 **	PROFESSIONAL SERVICES	95330	77992.13	82	188115	105233.96	56	648223.17	1141473	388015.87	66
32-00	ACCOUNTING & AUDITING	3333	.00	0	6666	6750.00	101	33250.00	40000	.00	100
32 **	ACCOUNTING & AUDITING	3333	.00	0	6666	6750.00	101	33250.00	40000	.00	100
34-00	CONTRACT SERVICES	85563	139623.53	163	170399	205537.19	121	524301.71	1026096	296257.10	71
34-02	FDEP-RESILIENCY4190120	7018	.00	0	7018	.00	0	.00	77200	77200.00	0
34-03	CUSTOMER SERVICE CONTRACT	155000	154117.50	99	310000	154117.50	50	.00	1860000	1705882.50	8
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	5000	.00	0	10000	.00	0	.00	60000	60000.00	0
34-10	COST OF GENERAL FUND SVCS	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
34 **	CONTRACT SERVICES	252581	293741.03	116	497417	359654.69	72	524301.71	3023296	2139339.60	29
39-00	CONTINGENCY	40062	.00	0	81578	.00	0	.00	482192	482192.00	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	0	.00	0	0	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	40062	.00	0	81578	.00	0	.00	482192	482192.00	0
40-00	TRAVEL & PER DIEM	5235	308.00	6	10470	760.00	7	.00	62905	62145.00	1
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	5235	308.00	6	10470	760.00	7	.00	62905	62145.00	1
41-00	COMMUNICATION	17458	13823.40	79	34916	24149.03	69	134326.51	209542	51066.46	76
41 **	COMMUNICATION	17458	13823.40	79	34916	24149.03	69	134326.51	209542	51066.46	76
42-00	POSTAGE & FREIGHT	36036	33328.96	93	72072	35922.12	50	353077.46	432538	43538.42	90
42 **	POSTAGE & FREIGHT	36036	33328.96	93	72072	35922.12	50	353077.46	432538	43538.42	90
43-00	ELECTRIC/WATER/SEWER	58553	51660.59	88	117106	56610.75	48	566840.84	702666	79214.41	89
43 **	ELECTRIC/WATER/SEWER	58553	51660.59	88	117106	56610.75	48	566840.84	702666	79214.41	89
44-00	RENTALS AND LEASES	12805	4313.55	34	25610	11975.48	47	95698.76	153705	46030.76	70
44 **	RENTALS AND LEASES	12805	4313.55	34	25610	11975.48	47	95698.76	153705	46030.76	70
45-00	INSURANCE	35993	99977.00	278	71986	106747.25	148	.00	431976	325228.75	25
45 **	INSURANCE	35993	99977.00	278	71986	106747.25	148	.00	431976	325228.75	25
46-00	REPAIRS & MAINTENANCE	96611	141097.76	146	189132	244375.22	129	587490.61	1155286	323420.17	72
46-02	REPAIR/MAINT BUILDING	22727	2745.00	12	44860	2745.00	6	114989.00	272126	154392.00	43
46-03	REPAIR/MAINT-VEHICLES	19329	16759.83	87	38658	16759.83	43	12074.09-	232015	227329.26	2
46-05	HYDRANT FEES	16894	17459.28	103	33788	34918.56	103	.00	202734	167815.44	17

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
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	155561	178061.87	115	306438	298798.61	98	690405.52	1862161	872956.87	53
47-00	PRINTING & BINDING	12227	11406.90	93	24454	13214.70	54	105025.00	146787	28547.30	81
47 **	PRINTING & BINDING	12227	11406.90	93	24454	13214.70	54	105025.00	146787	28547.30	81
48-00	PROMOTIONAL ACTIVITIES	3095	25.00	1	6190	525.00	9	1810.00	37170	34835.00	6
48-11	BUSINESS ASSIST. PROGRAM	833	.00	0	1666	.00	0	.00	10000	10000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	3928	25.00	1	7856	525.00	7	1810.00	47170	44835.00	5
49-00	OTHER CHARGES & OBLIG.	18733	16928.65	90	37172	23761.75	64	6829.47	224560	193968.78	14
49-02	ADVERTISING	68	.00	0	136	.00	0	.00	825	825.00	0
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	1250	.00	0	2500	.00	0	.00	15000	15000.00	0
49-07	BAD DEBT EXPENSE	12499	7580.66-	61-	24998	13133.23-	53-	.00	150000	163133.23	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	1666	.00	0	3332	.00	0	.00	20000	20000.00	0
49 **	OTHER CHARGES & OBLIG.	34216	9347.99	27	68138	10628.52	16	6829.47	410385	392927.01	4
52-00	OPERATING SUPPLIES	74224	108622.73	146	143866	129178.94	90	139403.52	886250	617667.54	30
52-02	UNIFORMS	1727	731.76	42	3454	731.76	21	12268.24	20730	7730.00	63
52-05	EMS 1st RESP-CONSUM SUPP	3540	388.55	11	7080	2622.29	37	14457.31	42481	25401.40	40
52-07	JANITORIAL SUPPLIES	2513	1320.92	53	5026	3297.66	66	2040.00	30186	24848.34	18
52-10	HEATING FUEL	205	228.75	112	410	457.47	112	1822.53	2460	180.00	93
52-30	FUEL, OIL, & LUBRICANTS	21621	22140.44	102	43242	22140.44	51	.00	259511	237370.56	9
52-33	EMPLOYEE HEALTH CENTER	7600	5541.61	73	15200	5541.61	37	85658.39	91200	.00	100

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
52 **	OPERATING SUPPLIES	111430	138974.76	125	218278	163970.17	75	255649.99	1332818	913197.84	32
53-00	ROAD MATERIALS/SUPPLIES	1250	435.00	35	2500	435.00	17	5900.00	15000	8665.00	42
53 **	ROAD MATERIALS/SUPPLIES	1250	435.00	35	2500	435.00	17	5900.00	15000	8665.00	42
54-00	MEMBERSHIP/PUBLICATIONS	5436	24610.30	453	10872	29735.30	274	1696.50	65343	33911.20	48
54 **	MEMBERSHIP/PUBLICATIONS	5436	24610.30	453	10872	29735.30	274	1696.50	65343	33911.20	48
55-00	TRAINING	9211	2745.73	30	18422	10685.73	58	75.00	110640	99879.27	10
55-01	EDA PROGRAM	833	.00	0	1666	.00	0	.00	10000	10000.00	0
55 **	TRAINING	10044	2745.73	27	20088	10685.73	53	75.00	120640	109879.27	9
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	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
62-33	EMPLOYEE HEALTH CENTER	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	80025	218764.00	273	122457	218764.00	179	381340.00	922700	322596.00	65
63 **	INFRASTRUCTURE	80025	218764.00	273	122457	218764.00	179	381340.00	922700	322596.00	65
64-00	MACHINERY AND EQUIPMENT	63404	.00	0	118579	.00	0	146582.51	752669	606086.49	20
64-01	JAG GRANT	2073	.00	0	4146	.00	0	2000.00	24879	22879.00	8
64-15	IT HARDWARE	8401	.00	0	21384	.00	0	61533.42	105434	43900.58	58
64-33	EMPLOYEE HEALTH CENTER	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
64 **	MACHINERY AND EQUIPMENT	73878	.00	0	144109	.00	0	210115.93	882982	672866.07	24
68-10	SFTWR & OTHER INTANGIBLES	2697	15000.00	556	5394	15000.00	278	.00	32379	17379.00	46
68 **	INTANGIBLE ASSETS	2697	15000.00	556	5394	15000.00	278	.00	32379	17379.00	46
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	83415	.00	0	166830	.00	0	.00	1000984	1000984.00	0
81 **	AIDS TO GOVT AGENCY	83415	.00	0	166830	.00	0	.00	1000984	1000984.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	7972	.00	0	15944	.00	0	.00	95673	95673.00	0
83 **	OTHER GRANTS AND AIDS	7972	.00	0	15944	.00	0	.00	95673	95673.00	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	19405	.00	0	38810	.00	0	.00	232864	232864.00	0
91-25	TO RESTRICTED ASSET 425	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
91-30	GF CAPITAL PROJECTS 301	293750	.00	0	587500	.00	0	.00	3525000	3525000.00	0
91-32	CP 302 RVRFRNT/LEEWNR PK	143270	.00	0	286540	.00	0	.00	1719250	1719250.00	0
91-33	CP 303 FISKE BV CMPLT STR	125000	.00	0	250000	.00	0	.00	1500000	1500000.00	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	581425	.00	0	1162850	.00	0	.00	6977114	6977114.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	3672687	3306340.01	90	7285738	4802281.39	66	4014565.86	43886496	35069648.75	20
GRAND	TOTAL *********										
		3672687	3306340.01	90	7285738	4802281.39	66	4014565.86	43886496	35069648.75	20

FY 2019 Budget by Classification Report - Summary Listing

Through 11/30/18

Target for November is 17%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 2,075,989		$ 563,775	$ 1,512,214	27%
CHARGES FOR SERVICES	$ 57,603,822		$ 10,335,451	$ 47,268,371	18%
MISCELLANEOUS	$ 225,039		$ 372,860	$ (147,821)	166%
OTHER SOURCES (NON-REVENUE)	$ 5,150,229		$ 570,955	$ 4,579,274	11%
REVENUE TOTALS	**$ 65,055,079**	**-**	**$ 11,843,041**	**$ 53,212,038**	**18%**
				$ (323,025)	
EXPENSE					
SALARIES AND BENEFITS	$ 14,971,107	$ -	$ 2,265,834	$ 12,705,273	15%
OPERATING EXPENDITURES	$ 25,627,619	$ 9,048,156	$ 2,703,912	$ 13,875,551	46%
CAPITAL OUTLAY	$ 4,876,525	$ 4,452,471	$ 38,547	$ 385,507	92%
GRANTS, AIDS AND OTHER	$ 19,579,828	$ -	$ 8,128,878	$ 11,450,950	42%
EXPENSE TOTALS	**$ 65,055,079**	**$ 13,500,627**	**$ 13,137,171**	**$ 38,417,281**	41%
REVENUE TOTALS	**$ 65,055,079**	**$ -**	**$ 11,843,041**	**$ 53,212,038**	**18%**
EXPENSE TOTALS	**$ 65,055,079**	**$ 13,500,627**	**$ 13,137,171**	**$ 38,417,281**	**41%**
	$ -	**$ (13,500,627)**	**$ (1,294,130)**	**$ 14,794,757**	

*In November 2018 there was a shift in Revenue and Expense Budgets from Fund 421 Water/Sewer to Fund 426 Water/Sewer Capital Projects 2018B, for tracking all Utility Bond related projects.

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	79,910	176,850.00	221	159,820	346,700.00	217	958,928	612,228.00
03 11	WATER - COMMERCIAL	83,172	16,625.00	20	166,344	169,575.00	102	998,067	828,492.00
03 20	SEWER - RESIDENTIAL	892	47,500.00	5325	1,784	47,500.00	2663	10,710	36,790.00-
03 21	SEWER - COMMERCIAL	9,023	.00		18,046	.00		108,284	108,284.00
03 *	IMPACT FEES	172,997	240,975.00	139	345,994	563,775.00	163	2,075,989	1,512,214.00
324 **	IMPACT FEES	172,997	240,975.00	139	345,994	563,775.00	163	2,075,989	1,512,214.00
320 ***	OTHER PERMITS & FEES	172,997	240,975.00	139	345,994	563,775.00	163	2,075,989	1,512,214.00
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
90 00	OTHER FEDERAL GRANT-BABS	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
334 **	STATE GRANT	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
30 02	SJRWMD - BRACCO RESERVOIR	0	.00		0	.00		0	.00
30 08	SJRWMD - SUPP SUPPLY WELL	0	.00		0	.00		0	.00
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	4,061,080	4,340,763.30	107	8,122,160	8,612,568.50	106	48,732,963	40,120,394.50
33 00	WATER CONNECTION FEE	20,000	63,551.02	318	40,000	124,300.95	311	240,000	115,699.05
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	63,551.02	318	40,000	124,300.95	311	240,000	115,699.05
36 00	WATER HYDRANT FEES	226,051	272,855.69	121	452,102	546,025.35	121	2,712,623	2,166,597.65
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00

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
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	133	1,300.00	977	266	1,700.00	639	1,600	100.00-
39 07	BACKFLOW DEVICE TEST	12,083	15,560.01	129	24,166	31,462.13	130	145,000	113,537.87
39 08	JUMPER METERS	58	50.00	86	116	150.00	129	700	550.00
39 09	PLAN REVIEW/CONST INSPECT	1,000	5,200.00	520	2,000	10,600.00	530	12,000	1,400.00
39 10	BACKFLOW PRV/RLCT TEMP	41	105.42	257	82	210.84	257	500	289.16
39 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,315	22,215.43	167	26,630	44,122.97	166	159,800	115,677.03
51 00	SEWER SALES	449,347	471,115.07	105	898,694	935,697.23	104	5,392,166	4,456,468.77
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	449,347	471,115.07	105	898,694	935,697.23	104	5,392,166	4,456,468.77
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	651.08	126	1,032	1,349.69	131	6,200	4,850.31
60 00	REUSE WATER	29,422	30,062.27	102	58,844	61,120.39	104	353,070	291,949.61
60 01	REUSE WATER INSTALLATION	583	8,877.39	1523	1,166	10,266.17	881	7,000	3,266.17-
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	30,005	38,939.66	130	60,010	71,386.56	119	360,070	288,683.44
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,800,314	5,210,091.25	109	9,600,628	10,335,451.25	108	57,603,822	47,268,370.75
340 ***	CHARGES FOR SERVICES	4,800,314	5,210,091.25	109	9,600,628	10,335,451.25	108	57,603,822	47,268,370.75
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	13,228	29,384.81	222	26,456	57,906.99	219	158,739	100,832.01
10 10	SBA	0	.00		0	.23		0	.23-
10 *	INTEREST	13,228	29,384.81	222	26,456	57,907.22	219	158,739	100,831.78
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	22,680.85		0	21,036.31		0	21,036.31-
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	13,228	52,065.66	394	26,456	78,943.53	298	158,739	79,795.47

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								
361	INTEREST AND OTHR EARNING								
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		216	1,300.00	602	1,300	.00
362 **	RENT AND ROYALTIES	108	.00		216	1,300.00	602	1,300	.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	1,250	.00		2,500	.00		15,000	15,000.00
10 00	GAIN/LOSS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	1,250	.00		2,500	.00		15,000	15,000.00
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	833	.00		1,666	.00		10,000	10,000.00
365 **	SALES OF SURPLUS SCRAP	833	.00		1,666	.00		10,000	10,000.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	3,333	7,594.68	228	6,666	292,616.27	4390	40,000	252,616.27-
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	3,333	7,594.68	228	6,666	292,616.27	4390	40,000	252,616.27-
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	3,333	7,594.68	228	6,666	292,616.27	4390	40,000	252,616.27-
360 ***	MISCELLANEOUS REVENUES	18,752	59,660.34	318	37,504	372,859.80	994	225,039	147,820.80-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
45 03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 10	TRF FROM COCOA CRA (110)	0	.00		0	.00		0	.00
91 23	STORMWATER (423)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	350,057.34		0	350,057.34-
91 26	WS CPTL PROJ 2018B (426)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	350,057.34		0	350,057.34-
381 **	INTERFUND TRANSFER	0	.00		0	350,057.34		0	350,057.34-

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
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
383		INSTLMT PURCH/CAP LEASE								
10	00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
30	00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41	00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42	00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81	00	CONTRIBUTION LIFT STATION	0	55,100.00		0	55,100.00		0	55,100.00-
82	00	CONTRIBUTION S MAINLAND	0	14,207.68		0	43,067.03		0	43,067.03-
83	00	CONTRIBUTION VIERA	0	31,985.69		0	122,730.26		0	122,730.26-
83	01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83	*	CONTRIBUTION VIERA	0	31,985.69		0	122,730.26		0	122,730.26-
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	241,868	.00		2,731,527	.00		5,150,229	5,150,229.00
99	51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99	*	BALANCE FORWARD	241,868	.00		2,731,527	.00		5,150,229	5,150,229.00
389	**	NON OPERATING SOURCES	241,868	101,293.37	42	2,731,527	220,897.29	8	5,150,229	4,929,331.71
380	***	OTHER SOURCES(NON-REV)	241,868	101,293.37	42	2,731,527	570,954.63	21	5,150,229	4,579,274.37
FUND TOTAL		WATER/SEWER ENTERPRISE	5,233,931	5,612,019.96	107	12,715,653	11,843,040.68	93	65,055,079	53,212,038.32

REPORT SELECTIONS

Fiscal year . . . . . : 2019
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	730972	743935.93	102	1461944	1204391.96	82	.00	8771707	7567315.04	14
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	1177.11	0	0	1210.94	0	.00	0	1210.94-	0
12 **	REGULAR SALARIES & WAGES	730972	745113.04	102	1461944	1205602.90	83	.00	8771707	7566104.10	14
13-00	OTHER SALARIES & WAGES	46050	42730.04	93	92100	66772.66	73	.00	552632	485859.34	12
13 **	OTHER SALARIES & WAGES	46050	42730.04	93	92100	66772.66	73	.00	552632	485859.34	12
14-00	OVERTIME	40229	60402.22	150	80458	90365.16	112	.00	482784	392418.84	19
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	40229	60402.22	150	80458	90365.16	112	.00	482784	392418.84	19
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	1392	16120.00	1158	2784	16240.00	583	.00	16725	485.00	97
20 **	CLOTHING/SHOE ALLOWANCE	1392	16120.00	1158	2784	16240.00	583	.00	16725	485.00	97
21-00	FICA TAXES	60337	64053.41	106	120674	101951.53	85	.00	724098	622146.47	14
21 **	FICA TAXES	60337	64053.41	106	120674	101951.53	85	.00	724098	622146.47	14
22-00	RETIREMENT CONTRIBUTIONS	78992	345813.43	438	157984	391683.10	248	.00	947929	556245.90	41
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	78992	345813.43	438	157984	391683.10	248	.00	947929	556245.90	41
23-00	LIFE/HEALTH INSURANCE	215001	158774.30	74	430002	278678.69	65	.00	2580051	2301372.31	11
23-02	LIFE/HEALTH RETIREES	19783	7818.32	40	39566	22898.16	58	.00	237406	214507.84	10
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	234784	166592.62	71	469568	301576.85	64	.00	2817457	2515880.15	11
24-00	WORKER'S COMPENSATION	41496	42839.79	103	82992	72542.10	87	.00	497975	425432.90	15

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	41496	42839.79	103	82992	72542.10	87	.00	497975	425432.90	15
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	832	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	832	.00	0	.00	5000	5000.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	12900	10800.00	84	25800	19100.00	74	.00	154800	135700.00	12
27 **	CAFETERIA PLAN	12900	10800.00	84	25800	19100.00	74	.00	154800	135700.00	12
31-00	PROFESSIONAL SERVICES	39105	8438.42	22	71761	10506.42	15	168042.33	462834	284285.25	39
31-01	LEGAL EXPENSES	6666	.00	0	13332	.00	0	25000.00	80000	55000.00	31
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	35082	2124.07	6	70164	2124.07	3	463264.93	421000	44389.00-	111
31-33	EMPLOYEE HEALTH CENTER	10762	15285.95	142	21524	15285.95	71	113864.05	129150	.00	100
31 **	PROFESSIONAL SERVICES	91615	25848.44	28	176781	27916.44	16	770171.31	1092984	294896.25	73
32-00	ACCOUNTING & AUDITING	3333	.00	0	6666	6750.00	101	33250.00	40000	.00	100
32 **	ACCOUNTING & AUDITING	3333	.00	0	6666	6750.00	101	33250.00	40000	.00	100
34-00	CONTRACT SERVICES	113111	4805.99	4	226222	22318.41	10	189682.27	1357375	1145374.32	16
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	475140	475141.00	100	950280	950282.00	100	.00	5701690	4751408.00	17
34 **	CONTRACT SERVICES	588251	479946.99	82	1176502	972600.41	83	189682.27	7059065	5896782.32	17
39-00	CONTINGENCY	120392	.00	0	241329	.00	0	.00	1445261	1445261.00	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	120392	.00	0	241329	.00	0	.00	1445261	1445261.00	0
40-00	TRAVEL AND PER DIEM	2583	.00	0	5166	.00	0	.00	31041	31041.00	0
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	2583	.00	0	5166	.00	0	.00	31041	31041.00	0
41-00	COMMUNICATION	9979	11237.18	113	19958	12865.67	65	101803.13	119773	5104.20	96
41 **	COMMUNICATION	9979	11237.18	113	19958	12865.67	65	101803.13	119773	5104.20	96
42-00	FREIGHT & POSTAGE SERVICE	3163	1463.24-	46-	6281	1102.66-	18-	10377.16	37949	28674.50	24
42 **	FREIGHT & POSTAGE SERVICE	3163	1463.24-	46-	6281	1102.66-	18-	10377.16	37949	28674.50	24
43-00	ELECTRIC/WATER/SEWER	188983	142797.33	76	377966	150980.16	40	2075512.64	2267816	41323.20	98
43 **	ELECTRIC/WATER/SEWER	188983	142797.33	76	377966	150980.16	40	2075512.64	2267816	41323.20	98
44-00	RENTAL AND LEASES	2744	2467.22	90	5488	2467.22	45	4232.78	32950	26250.00	20
44 **	RENTAL AND LEASES	2744	2467.22	90	5488	2467.22	45	4232.78	32950	26250.00	20
45-00	INSURANCE	35632	105451.79	296	71264	112691.54	158	.00	427618	314926.46	26
45 **	INSURANCE	35632	105451.79	296	71264	112691.54	158	.00	427618	314926.46	26
46-00	REPAIRS & MAINTENANCE	591419	213061.90	36	1118919	800142.20	72	2121917.42	7033148	4111088.38	42
46-02	REPAIR/MAINT BUILDING	35518	.00	0	71036	.00	0	22225.00	426233	404008.00	5
46-03	REPAIR/MAINT-VEHICLES	15803	8064.08	51	31606	8064.08	26	4183.75	189681	177433.17	7
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	642740	221125.98	34	1221561	808206.28	66	2148326.17	7649062	4692529.55	39
47-00	PRINTING & BINDING	605	.00	0	1196	.00	0	3073.08	7280	4206.92	42
47 **	PRINTING & BINDING	605	.00	0	1196	.00	0	3073.08	7280	4206.92	42
48-00	PROMOTIONAL ACTIVITIES	1666	.00	0	3332	1350.00	41	.00	20000	18650.00	7
48 **	PROMOTIONAL ACTIVITIES	1666	.00	0	3332	1350.00	41	.00	20000	18650.00	7
49-00	OTHER CHARGES & OBLIG.	3309	421.14	13	6618	1339.65	20	2250.00	39755	36165.35	9
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	9176.30-	63-	29166	18616.50-	64-	.00	175000	193616.50	11-
49-08	CASH OVER & UNDER	25	32.29-	129-	50	37.29-	75-	.00	300	337.29	12-
49-09	DOCUMENT RECORDING CHGS	250	72.50-	29-	500	612.50-	123-	299.50-	3000	3912.00	30-

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
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.	18167	8859.95-	49-	36334	17926.64-	49-	1950.50	218055	234031.14	7-
52-00	OPERATING SUPPLIES	56858	144713.93	255	113716	229007.82	201	149594.24	682330	303727.94	56
52-07	JANITORIAL SUPPLIES	852	197.10	23	1704	755.17	44	.00	10240	9484.83	7
52-09	CHEMICALS	323863	187265.40	58	647726	321630.28	50	3481629.24	3886360	83100.48	98
52-30	FUEL OIL & LUBRICANTS	26611	28852.92	108	53222	28880.42	54	1195.41	319370	289294.17	9
52-33	EMPLOYEE HEALTH CENTER	5466	3986.05	73	10932	3986.05	37	61613.95	65600	.00	100
52 **	OPERATING SUPPLIES	413650	365015.40	88	827300	584259.74	71	3694032.84	4963900	685607.42	86
53-00	ROAD MATERIALS/SUPPLIES	3748	.00	0	7496	.00	0	.00	45000	45000.00	0
53 **	ROAD MATERIALS/SUPPLIES	3748	.00	0	7496	.00	0	.00	45000	45000.00	0
54-00	MEMBERSHIP/PUBLICATIONS	3083	19828.00	643	6166	29520.00	479	.00	37026	7506.00	80
54 **	MEMBERSHIP/PUBLICATIONS	3083	19828.00	643	6166	29520.00	479	.00	37026	7506.00	80
55-00	TRAINING	10502	8034.03	77	20274	13334.03	66	15744.00	125339	96260.97	23
55-01	EDA PROGRAM	625	.00	0	1250	.00	0	.00	7500	7500.00	0
55 **	TRAINING	11127	8034.03	72	21524	13334.03	62	15744.00	132839	103760.97	22
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	5416	.00	0	10832	.00	0	.00	65000	65000.00	0
62 **	BUILDINGS	5416	.00	0	10832	.00	0	.00	65000	65000.00	0
63-00	INFRASTRUCTURE	108511	30988.13	29	2538619	38546.57	2	4353308.11	3623761	768093.68-	121
63 **	INFRASTRUCTURE	108511	30988.13	29	2538619	38546.57	2	4353308.11	3623761	768093.68-	121
64-00	MACHINERY & EQUIPMENT	72403	.00	0	144806	.00	0	64045.43	868863	804817.57	7

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64-15	IT HARDWARE	2813	.00	0	5626	.00	0	.00	33783	33783.00	0
64 **	MACHINERY & EQUIPMENT	75216	.00	0	150432	.00	0	64045.43	902646	838600.57	7
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	24026	.00	0	44859	.00	0	35117.31	285118	250000.69	12
68 **	INTANGIBLE ASSETS	24026	.00	0	44859	.00	0	35117.31	285118	250000.69	12
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
73-00	OTHER DEBT SERVICE COST	0	51500.00	0	0	454934.32	0	.00	0	454934.32-	0
73 **	OTHER DEBT SERVICE COST	0	51500.00	0	0	454934.32	0	.00	0	454934.32-	0
82-00	AID TO PRIVATE ORGANIZAT	83	.00	0	166	.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	166	.00	0	.00	1000	1000.00	0
91-01	TRANSFER TO GEN FUND 001	590999	590999.00	100	1181998	1181998.00	100	.00	7091990	5909992.00	17
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	932894	.00	0	1865788	6276594.08	336	.00	11194729	4918134.92	56
91-26	WS CPTL PROJ 2018B 426	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
91-52	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	1523893	590999.00	39	3047786	7458592.08	245	.00	18286719	10828126.92	41
95-01	6% ILO FRANCHISE FEE	107675	107676.00	100	215350	215352.00	100	.00	1292109	1076757.00	17
95 **	NONOPERATING	107675	107676.00	100	215350	215352.00	100	.00	1292109	1076757.00	17
FUND 421	TOTAL *********										
	WATER/SEWER ENTERPRISE	5233849	3647056.85	70	12715490	13137171.46	103	13500626.73	65055079	38417280.81	41

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
GRAND TOTAL *********		5233849	3647056.85	70	12715490	13137171.46	103	13500626.73	65055079	38417280.81	41

FY 2019 Budget by Classification Report - Summary Listing

Through 11/30/18

Target for November is 17%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,479,710		$ 328,285	$ 1,151,425	22%
MISCELLANEOUS	$ 23,856		$ 1,015	$ 22,841	4%
OTHER SOURCES (NON-REVENUE)	$ 224,337		$ -	$ 224,337	0%
REVENUE TOTALS	**$ 1,727,903**	**-**	**$ 329,299**	**$ 1,398,604**	**19%**
EXPENSE					
SALARIES AND BENEFITS	$ 707,460	$ -	$ 28,289	$ 679,171	4%
OPERATING EXPENDITURES	$ 393,482	$ 59,091	$ 8,680	$ 325,711	17%
CAPITAL OUTLAY	$ 626,961	$ 6,961	$ -	$ 620,000	1%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	0%
EXPENSE TOTALS	**$ 1,727,903**	**$ 66,052**	**$ 36,969**	**$ 1,624,882**	**6%**
REVENUE TOTALS	**$ 1,727,903**	**$ -**	**$ 329,299**	**$ 1,398,604**	**19%**
EXPENSE TOTALS	**$ 1,727,903**	**$ 66,052**	**$ 36,969**	**$ 1,624,882**	**6%**
	$ -	**$ (66,052)**	**$ 292,330**	**$ (226,278)**	

CITY OF COCOA, FLORIDA

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
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 02	CHURCH STREET BAFFLE BOX	1,738	.00		3,476	.00		20,856	20,856.00
338 **	SHARED REVENUE LOCAL UNIT	1,738	.00		3,476	.00		20,856	20,856.00
330 ***	INTERGOVERNMENTAL REVENUE	1,738	.00		3,476	.00		20,856	20,856.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	123,309	132,116.02	107	246,618	328,284.52	133	1,479,710	1,151,425.48
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	123,309	132,116.02	107	246,618	328,284.52	133	1,479,710	1,151,425.48
343 **	PHYSICAL ENVIRONMENT	123,309	132,116.02	107	246,618	328,284.52	133	1,479,710	1,151,425.48
340 ***	CHARGES FOR SERVICES	123,309	132,116.02	107	246,618	328,284.52	133	1,479,710	1,151,425.48
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	250	411.53	165	500	827.53	166	3,000	2,172.47
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	250	411.53	165	500	827.53	166	3,000	2,172.47
20 00	DIVIDENDS	0	7.78		0	15.59		0	15.59-
38 00	NET INC/DEC-FMV INVESTMNT	0	290.30		0	171.56		0	171.56-
361 **	INTEREST AND OTHR EARNING	250	709.61	284	500	1,014.68	203	3,000	1,985.32
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

CITY OF COCOA, FLORIDA

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
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
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360 ***	MISCELLANEOUS REVENUES	250	709.61	284	500	1,014.68	203	3,000	1,985.32
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	19,405	.00		38,810	.00		232,864	232,864.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	19,405	.00		38,810	.00		232,864	232,864.00
381 **	INTERFUND TRANSFER	19,405	.00		38,810	.00		232,864	232,864.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	617-	.00		2,355-	.00		8,527-	8,527.00-
99 *	BALANCE FORWARD	617-	.00		2,355-	.00		8,527-	8,527.00-
389 **	NON OPERATING SOURCES	617-	.00		2,355-	.00		8,527-	8,527.00-
380 ***	OTHER SOURCES(NON-REV)	18,788	.00		36,455	.00		224,337	224,337.00
FUND TOTAL	STORMWATER UTILITY	144,085	132,825.63	92	287,049	329,299.20	115	1,727,903	1,398,603.80

REPORT SELECTIONS

Fiscal year . . . . . : 2019
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	33154	31188.93	94	66308	46002.80	69	.00	397853	351850.20	12
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	33154	31188.93	94	66308	46002.80	69	.00	397853	351850.20	12
13-00	OTHER SALARIES & WAGES	3674	4192.76	114	7348	6708.41	91	.00	44089	37380.59	15
13 **	OTHER SALARIES & WAGES	3674	4192.76	114	7348	6708.41	91	.00	44089	37380.59	15
14-00	OVERTIME	416	1259.24	303	832	1480.49	178	.00	5000	3519.51	30
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	416	1259.24	303	832	1480.49	178	.00	5000	3519.51	30
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	240.00	533	90	240.00	267	.00	550	310.00	44
20 **	CLOTHING/SHOE ALLOWANCE	45	240.00	533	90	240.00	267	.00	550	310.00	44
21-00	FICA TAXES	2635	2696.25	102	5270	3952.36	75	.00	31629	27676.64	13
21 **	FICA TAXES	2635	2696.25	102	5270	3952.36	75	.00	31629	27676.64	13
22-00	RETIREMENT CONTRIBUTIONS	3483	3440.63	99	6966	5149.62	74	.00	41798	36648.38	12
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3483	3440.63	99	6966	5149.62	74	.00	41798	36648.38	12
23-00	LIFE/HEALTH INSURANCE	10071	6634.96	66	20142	11045.35	55	.00	120858	109812.65	9
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	10071	6634.96	66	20142	11045.35	55	.00	120858	109812.65	9
24-00	WORKER'S COMPENSATION	4833	4577.07	95	9666	7579.76	78	.00	58003	50423.24	13
24 **	WORKER'S COMPENSATION	4833	4577.07	95	9666	7579.76	78	.00	58003	50423.24	13

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	640	630.00	98	1280	990.00	77	.00	7680	6690.00	13
27 **	CAFETERIA PLAN	640	630.00	98	1280	990.00	77	.00	7680	6690.00	13
31-00	PROFESSIONAL SERVICES	9337	4374.00	47	18614	4374.00	24	20360.00	111994	87260.00	22
31-01	LEGAL EXPENSES	41	.00	0	82	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	525	745.68	142	1050	745.68	71	5554.32	6300	.00	100
31 **	PROFESSIONAL SERVICES	9903	5119.68	52	19746	5119.68	26	25914.32	118794	87760.00	26
34-00	CONTRACT SERVICES	600	.00	0	1200	.00	0	5000.00	7200	2200.00	69
34-10	COST OF GENERAL FUND SVCS	7861	7862.00	100	15722	15724.00	100	.00	94343	78619.00	17
34 **	CONTRACT SERVICES	8461	7862.00	93	16922	15724.00	93	5000.00	101543	80819.00	20
39-00	CONTINGENCY	555	.00	0	1110	.00	0	.00	6666	6666.00	0
39 **	CONTINGENCY	555	.00	0	1110	.00	0	.00	6666	6666.00	0
40-00	TRAVEL & PER DIEM	400	.00	0	800	.00	0	.00	4800	4800.00	0
40 **	TRAVEL & PER DIEM	400	.00	0	800	.00	0	.00	4800	4800.00	0
41-00	COMMUNICATION	102	46.60	46	204	46.60	23	1177.40	1224	.00	100
41 **	COMMUNICATION	102	46.60	46	204	46.60	23	1177.40	1224	.00	100
42-00	POSTAGE & FREIGHT	62	85.00	137	124	85.00	69	.00	750	665.00	11
42 **	POSTAGE & FREIGHT	62	85.00	137	124	85.00	69	.00	750	665.00	11
43-00	ELECTRIC/WATER/SEWER	1416	734.89	52	2832	949.30	34	15265.11	17000	785.59	95
43 **	ELECTRIC/WATER/SEWER	1416	734.89	52	2832	949.30	34	15265.11	17000	785.59	95
44-00	RENTALS AND LEASES	416	.00	0	832	.00	0	.00	5000	5000.00	0
44 **	RENTALS AND LEASES	416	.00	0	832	.00	0	.00	5000	5000.00	0
45-00	INSURANCE	412	2098.96	510	824	2098.96	255	.00	4954	2855.04	42
45 **	INSURANCE	412	2098.96	510	824	2098.96	255	.00	4954	2855.04	42

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	3125	400.00	13	6250	984.56	16	135.00	37500	36380.44	3
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3025	4182.83	138	5622	4182.83	74	524.62	35873	31165.55	13
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	6150	4582.83	75	11872	5167.39	44	659.62	73373	67545.99	8
47-00	PRINTING & BINDING	83	.00	0	166	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	166	.00	0	.00	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	208	.00	0	416	.00	0	.00	2500	2500.00	0
49-07	BAD DEBT EXPENSE	833	430.63-	52-	1666	971.78-	58-	.00	10000	10971.78	10-
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	1041	430.63-	41-	2082	971.78-	47-	.00	12500	13471.78	8-
52-00	OPERATING SUPPLIES	1178	1959.47	166	2356	2519.96	107	8069.34	14144	3554.70	75
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1911	2095.38	110	3822	2095.38	55	.00	22934	20838.62	9
52-33	EMPLOYEE HEALTH CENTER	266	194.41	73	532	194.41	37	3005.59	3200	.00	100
52 **	OPERATING SUPPLIES	3355	4249.26	127	6710	4809.75	72	11074.93	40278	24393.32	39
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	91	.00	0	182	.00	0	.00	1100	1100.00	0
54 **	MEMBERSHIP/PUBLICATIONS	91	.00	0	182	.00	0	.00	1100	1100.00	0
55-00	TRAINING	375	.00	0	750	.00	0	.00	4500	4500.00	0
55 **	TRAINING	375	.00	0	750	.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	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	52299	.00	0	103965	.00	0	6960.94	626961	620000.06	1
63 **	INFRASTRUCTURE	52299	.00	0	103965	.00	0	6960.94	626961	620000.06	1
64-00	MACHINERY & EQUIPMENT	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 **	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.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	144072	79208.43	55	287023	116177.69	41	66052.32	1727903	1545672.99	11
GRAND	TOTAL *********	144072	79208.43	55	287023	116177.69	41	66052.32	1727903	1545672.99	11

FY 2019 Budget by Classification Report - Summary Listing

Through 11/30/18

Target for November is 17%

FUND 426 - WATER/SEWER CAPITAL PROJECTS 2018B

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
OTHER SOURCES (NON-REVENUE)	$ 27,227,500		$ 41,472,377	$ (14,244,877)	152%
REVENUE TOTALS	**$ 27,227,500**	**-**	**$ 41,472,377**	**$ (14,244,877)**	**152%**
EXPENSE					
CAPITAL OUTLAY	$ 27,227,500	$ 18,274	$ -	$ 27,209,226	0%
EXPENSE TOTALS	**$ 27,227,500**	**$ 18,274**	**$ -**	**$ 27,209,226**	**0%**
REVENUE TOTALS	**$ 27,227,500**	**$ -**	**$ 41,472,377**	**$ (14,244,877)**	**152%**
EXPENSE TOTALS	**$ 27,227,500**	**$ 18,274**	**$ -**	**$ 27,209,226**	**0%**
	$ -	**$ (18,274)**	**$ 41,472,377**	**$ (41,454,103)**	

*In November 2018 there was a shift in Revenue and Expense Budgets from Fund 421 Water/Sewer to Fund 426 Water/Sewer Capital Projects 2018B, for tracking all Utility Bond related projects.

CITY OF COCOA, FLORIDA

FUND 426 WS CPTL PROJ 2018B

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	0	3,789.92		0	3,789.92		0	3,789.92-
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	0	3,789.92		0	3,789.92		0	3,789.92-
360 ***	MISCELLANEOUS REVENUES	0	3,789.92		0	3,789.92		0	3,789.92-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	41,472,377.00		0	41,472,377.00-
91 *	TRANSFER FROM	0	.00		0	41,472,377.00		0	41,472,377.00-
381 **	INTERFUND TRANSFER	0	.00		0	41,472,377.00		0	41,472,377.00-
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	2,475,228	.00		2,475,228	.00		27,227,500	27,227,500.00
99 *	BALANCE FORWARD	2,475,228	.00		2,475,228	.00		27,227,500	27,227,500.00
389 **	NON OPERATING SOURCES	2,475,228	.00		2,475,228	.00		27,227,500	27,227,500.00
380 ***	OTHER SOURCES(NON-REV)	2,475,228	.00		2,475,228	41,472,377.00	1676	27,227,500	14,244,877.00-
FUND TOTAL	WS CPTL PROJ 2018B	2,475,228	3,789.92		2,475,228	41,476,166.92	1676	27,227,500	14,248,666.92-

REPORT SELECTIONS

Fiscal year . . . . . : 2019
Fund . . . . . : 426
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 426 WS CPTL PROJ 2018B

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
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	2475228	18273.56	1	2475228	18273.56	1	.00	27227500	27209226.44	0
63 **	INFRASTRUCTURE	2475228	18273.56	1	2475228	18273.56	1	.00	27227500	27209226.44	0
64-00	MACHINERY & EQUIPMENT	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 **	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
FUND 426	TOTAL *********										
	WS CPTL PROJ 2018B	2475228	18273.56	1	2475228	18273.56	1	.00	27227500	27209226.44	0
GRAND	TOTAL *********										
		2475228	18273.56	1	2475228	18273.56	1	.00	27227500	27209226.44	0