City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, January 12, 2016

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 15-614 Approve the Agenda for the Regular meeting of January 12, 2016, as presented or with amendments.

Attachments: 01-12-16.pdf

MINUTES:

II.2 15-615 Approve the Minutes of the Regular meeting of December 8, 2015, as written or with amendments.

Attachments: MINUTES 12-08-15.pdf
EXHIBIT A-Ethical Behavior 001.pdf
EXHIBIT B- Anti-Corruption Language 001.pdf
EXHIBIT C- Parking petition 001.pdf

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 15-600 To Authorize the City Manager to Sign Amendment #1 to Task Order 2014 (Change Order No. 1 to P.O. 67460) with Quentin L. Hampton Associates, Inc. for Additional Services during Construction (SDC) for the Industrial Park Pump Station Improvements, Project No. WS1001. (Utilities Director)

Attachments: TO-UT-Quentin Hampton-2014-14.1 (12-11-15) $23,033
Industrial Park SDC C.O. Proposal
Industrial Park Contingency Use

V.2 15-608 Approve Task Order #2016-16 with Architects Design Group for the Scope of Services for the Design-Build Project Delivery of Fire Station #2 (CP16F2); Approve a Resolution authorizing the City Manager to approve change orders in an amount not to exceed 5% of the total cost of the purchase order. (Public Works Director)

Attachments: TO-PW-ADG 2016-16 F2 (12 15 15) $145619
ADG Scope of Services and Fees
Fire No. 2 - RESOLUTION - C.O. UP TO 5% CM APPROVAL

V.3 15-609 Approve the FY 2015-2016 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $50,975.14. (Community Services Director)

Attachments: 15-16 HOME Disbursement Agreement.docx

V.4 15-625 Council approval to apply for the Assistance to Firefighters Grant (AFG) to acquire a diesel exhaust capture system for 6 Cocoa Fire Department vehicles, funds to refurbish the existing exhaust capturing units, and the purchase of hazardous materials gas metering devices to be used at incidents. (Fire Chief)

Attachments: Internal Application and AFG Notice of Funding Opportunity.pdf

V.5 15-626 Approve a Resolution amending the FY2016 Budget for Council approval to accept the award of the Brevard County EMS grant, Project No. FD16VM, in the amount of $14,200.00 and give the City Manager the authority to execute the requirements under the grant. (Fire Chief)

Attachments: Brevard County EMS Grant Package.pdf
File 15-626 Resolution 2016-05.pdf
Budget Amendment Form.pdf

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VII.1 15-612 The owner, Lawrence W. Sinclair, is requesting the code enforcement lien be forgiven for the property located at 1052 Mitchel St. (Community Services Director)

Attachments: Lien reduction app. 1052 Mitchell St. CE 09-229.pdf

VII.2 15-613 The owner, Andreasen & Kopensky LLC. is requesting the code enforcement lien be forgiven for the property located at 415 Churchill Dr. (Community Services Director)

Attachments: Lien Reduction app.415 Churchill Dr. CE 15-502.pdf

VII.3 15-623 Council Direction for Collection of Solid waste and Recycling Materials Contract with Waste Management. (Public Works Director)

Attachments: Annual 15 Review Report.doc

VIII. CITY BUSINESS:

VIII.1 15-603 Approve Participation in a Cooperative Purchase Agreement with the County of Los Angeles California for Light Replacement Utilizing the U.S. Communities Contract No. MA-IS-1340234-4 with Graybar Electric Company Effective April 1, 2013 through March 31, 2016; To Approve a Resolution Amending the FY2016 Budget for Light Replacement

Attachments: MA-1340234-4_Graybar_Electrical_Contract_org.signed.pdf
Graybar Lighting Quote - WFO
Budget Resolution FY 2016.docx
Budget Amendment Form.pdf

VIII.2 15-611 Approve a Resolution and Budget Transfer for the purchase of three (3) utility trucks originally budgeted & approved in FY-2015. (Public Works Director)

Attachments: 01_13_15.pdf
65435.pdf
65438.pdf
65439.pdf
duval invoices.pdf
DUVAL LETTER.pdf
Item V.3.pdf
Budget Resolution FY 2016.docx
Budget Amendment Form.pdf

VIII.3 15-621 Approve a Resolution adjusting the FY2016 Budget to transfer funds from Contingency to cover professional services related to an audit performed by the Florida Retirement System (FRS). (Finance Director)

Attachments: Budget Resolution FY 2016.docx
BAF-FN-1600 FRS Audit (1-12-16)
BAF-UT-4010 FRS Audit.pdf

VIII.4 15-622 Ordinance 01-2016/ 1st reading: Amending Sec. 14-11 of the City Code related to mooring and docking of vessels at Riverfront Park. (Community Services Director)

Attachments: Ordinance No. 01-2016.pdf
Vessel Size Restriction Aerial.pdf

VIII.5 15-624 Ordinance 02-2016/ 1st reading: Amending Chapter 2, Article XI, Special Events and Parades of the Code of Ordinances of the City of Cocoa. (Community Services Director)

Attachments: Ordinance No. 02-2016.pdf
Map M-II-2.pdf
CBD Zoning.pdf

VIII.6 16-5 Approve the Memorandum of Understanding between the City of Cocoa and the Cocoa Community Redevelopment Agency for the future purchase of two (2) Brevard County Tax parcels (24-36-33-80-00023.0-0000.00 and 24-36-33-00-00755.0-0000.00) located at the southwestern corner of the intersection of Florida Avenue and Rosa L Jones Drive. (Community Services Director)

Attachments: MOU -.pdf

VIII.7 16-4 Authorize the City Manager to enter into a Contract for Purchase and Sale for two (2) Brevard County Tax parcels (parcel numbers 24-36-33-80-00023.0-0000.00 and 24-36-33-00-00755.0-0000.00) located at the southwestern corner of the intersection of Florida Avenue and Rosa L. Jones Drive; and approve the attached Budget Resolution amending the FY2016 Budget. (Community Services Director)

Attachments: Property Details.pdf
Contract.pdf
Budget Resolution FY 2016
Budget Amendment Form 16-4.pdf

VIII.8 16-6 Approve a Resolution Authorizing a $0.39 Fire Assessment Refund to Residential Property Owners for the Annual Fire Assessment Imposed by the City for Fiscal Year 2015/2016. (Finance Director)

Attachments: 2016- _____ Fire Assessment Refund .39 cents - revised.pdf

MULTI-YEAR CONTRACTS:

IX. INFORMATIONAL AGENDA:

IX.1 15-597 Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 11/30/2015. (Finance Director)

Attachments: PO Monthy Report to City Council 10.01.15 thru 11.30.15.pdf

IX.2 15-605 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: FY 2016 Budget By Classification Report - Revenue and Expense - November

IX.3 15-607 FY 2015 Budget Adjustment Report. (Finance Director)

Attachments: November 2015 EXPENSE Budget Tracking Worksheet.pdf

November 2015 REVENUE Budget Tracking.pdf

IX.4 15-610 New local Business tax receipts. (Community Services Director)

Attachments: 1-12-16 New local business tax receipts.pdf

IX.5 15-616 Monthly Fire Department Activity Report (November 2015). (Fire Chief)

Attachments: report023.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review. This is a public meeting. All interested parties may attend. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

Legislation Details (With Text)

File #:	15-614	**Version:**	2	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	12/28/2015			**In control:**	City Council
On agenda:	1/12/2016			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of January 12, 2016, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01-12-16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 28, 2015
Agenda Date: January 12, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of January 12, 2016, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of January 12, 2016, as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: January 12, 2016	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of January 12, 2016 (15-614)
2. Minutes: Regular Meeting of December 8, 2015 (15-615)

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.

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

V. CONSENT AGENDA:

1. Authorize the City Manager to sign Amendment #1 to Task Order 2014 (Change Order No. 1 to P.O. 67460) with Quentin L. Hampton Associates, Inc. for Additional Services during Construction (SDC) for the Industrial Park Pump Station Improvements, Project No. WS100. (15-600). (Utilities Director)

2. Approval of Task Order #2016-16 with Architects Design Group for the Scope of Services for the Design-Build Project delivery of Fire Station #2 (CP16F2); Approve a Resolution authorizing the City Manager to approve change orders in an amount not to exceed 5% of the total cost of the purchase order. (15-608). (Public Works Director)

3. Approve the FY 2015-2016 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $50,975.14. (15-609). (Community Services Director)

4. Council approval to apply for the Assistance to Firefighters Grant (AFG) to acquire a diesel exhaust capture system for 6 Cocoa Fire Department vehicles, funds to refurbish the existing exhaust capturing units, and the purchase of hazardous materials gas metering devices to be used at incidents. (15-625). (Fire Chief)

5. Approve a Resolution amending the FY 2016 budget for Council approval to accept the award of the Brevard County EMS grant, Project No. FD16VM, in the amount of $14,200 and give the City Manager the authority to execute the requirements under the grant. (15-626). (Fire Chief)

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Consider a Code Enforcement Lien Reduction in the amount of $500 for the property located at 1052 Mitchell Street, CE 09-229, owner Lawrence Sinclair. (15-612). (Community Services Director)

2. Consider a Code Enforcement Lien Reduction in the amount of $1,700 for the property located at 415 Churchill Drive, CE 15-502, owner Andreasen & Kopensky LLC. (15-613). (Community Services Director)

3. Council direction for Collection and Solid Waste and Recycling Materials Contract with Waste Management. (15-623). (Public Works Director)

VIII. CITY BUSINESS:

1. Approve Participation in a Cooperative Purchase Agreement with the County of Los Angeles California for Light Replacement Utilizing the U.S. Communities Contract No. MA-IS-1340234-4 with Graybar Electric Company Effective April 1, 2013 through March 31, 2016; To Approve a Resolution Amending the FY2016 Budget for Light Replacement. (15-603). (Utilities Director)

2. Approve a Resolution and budget transfer for the purchase of three (3) utility trucks originally budgeted and approved in FY 2015. (15-611). (Public Works Director)

3. Approve a Resolution adjusting the FY 2016 budget to transfer funds from Contingency to cover the professional services related to an audit performed by the Florida Retirement System (FRS). (15-621). (Finance Director)

4. Ordinance No. 01-2016/ 1st reading: Amending Sec. 14-11 of the City Code related to mooring and docking of vessels at Riverfront Park. (15-622). (Community Services Director)

5. Ordinance No. 02-2016/ 1st reading: Amending Chapter 2; Article XI, Special Events and Parades of the Code of Ordinances of the City of Cocoa. (15-624). (Community Services Director)

6. Approve the Memorandum of Understanding between the City of Cocoa and the Cocoa Community Redevelopment Agency for the future purchase of two (2) Brevard County Tax parcels (24-36-33-80-00023.0-0000.00 and 24-36-33-00-00755.0-0000.00) located at the southwestern corner of the intersection of Florida Avenue and Rosa L. Jones Drive. (16-5). (Community Services Director)

7. Authorize the City Manager to enter into a Contract for Purchase and Sale for two (2) Brevard County Tax parcels (Parcel numbers 24-36-33-80-00023.0-0000.00 and 24-36-33-00-00755.0-0000.00) located at the southwestern corner of the intersection of Florida Avenue and Rosa L. Jones Drive. (16-4). (Community Services Director)

8. Approve a Resolution authorizing a $0.39 Fire Assessment Refund to Residential Property Owners for the Annual Fire Assessment imposed by the City for Fiscal Year 2015/2016. (16-6). (Finance Director)

MUTLI-YEAR CONTRACTS:

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $25,000 and under $50,000 for the period of 10/01/2015 to 11/30/2015. (15-597). (Finance Director)

2. Monthly Finance report showing the estimated and actual income and expenses to date. (15-605). (Finance Director)

3. FY 2015 Budget Adjustment Report. (15-607). (Finance Director)

4. New Local Business Tax Receipts. (15-610). (Community Services Director)

5. Monthly Fire Department Activity Report for November 2015. (15-616). (Fire Chief)

X. REPORTS:

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

XI. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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Type:	Minutes			**Status:**	Minutes
File created:	12/28/2015			**In control:**	City Council
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Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 28, 2015
Agenda Date: January 12, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of December 8, 2015, as written or with amendments.

BACKGROUND:

Approve the minutes of the Regular meeting of December 8, 2015, as written or with amendments.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of December 8, 2015, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DECEMBER 8, 2015

A Regular meeting of the Cocoa City Council was held on Tuesday, December 8, 2015, in City Council Chambers, Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

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

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

The City Clerk took the roll:

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

STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Teri Butler, Finance Director; Michael Cantaloupe, Chief of Police; Gene Prince, Fire Chief; Gina Maxwell, Acting Administrative Services Director; Steve Belden, Community Services Director; Tony Jones, Fleet Manager; and Chris Perry, Desktop Support Tech

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of December 8, 2015 (15-564)

2. Minutes: (a)Regular Meeting of October 27, 2015 (15-562)
(b)Regular Meeting of November 10, 2015 (15-563)

* **MOTION by Councilman Blake to approve the Agenda for the Regular meeting of December 8, 2015, and the Minutes for the Regular meetings of October 27, 2015 and November 10, 2015 as written.**

The Motion was Seconded by Councilman Furbish, with the amendment of adding Item V.8 (a & b) and Item V.14 to the agenda for the Regular meeting of December 8, 2015.

The final motion was:

* **MOTION by Councilman Blake; Seconded by Councilman Furbish, to approve the Agenda as amended for the Regular meeting of December 8, 2015, with the additions of Item V.8 (a & b) and Item V.14, and to approve the Minutes for the Regular meetings of October 27, 2015 and November 10, 2015 as written.**

AYES: Parrish, Blake, Furbish

THE MOTION CARRIED UNANIMOUSLY (3-0)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

Joann Corby, 2462 Chapperal Drive, Melbourne, Florida, the spouse of former employee Michael Corby spoke on an ordinance that was passed on June 27, 2000 which was written to provide a better death provision for the fire fighters of Cocoa and their families. The death provision provided for a lifetime payment for the beneficiaries of fire fighters that were eligible but passed away prior to retirement. She stated that she was the widow of Deputy Chief Mike Corby and that death was not an option, it is mandatory; with no form of paperwork required, no credited years of service or age requirement required. The only requirement is that you have to be alive before if happens.

She questioned if you had to be an active fire fighter in good standing who had met all requirements of the pension plan to retire, what does the City do when that occurs and do they honor it or do you activate the death provision that was approved on June 27, 2000?

Cocoa's Fire Pension Board did neither of those and she had spent the last three and half years in a battle and was present tonight to ask Council to help make this right.

Ms. Corby advised she would answer any questions and had spent the last three years studying and reading about pensions in Florida. She would also clarify anything that they had heard or not heard.

Councilman Blake spoke about Ms. Corby's concerns and turned to City Manager Titkanich and City Attorney Garganese for answers to legal ramifications. He asked if time had elapsed or if there had been a ruling on the situation at hand.

City Manager Titkanich advised that benefits were filed with the pension board and the pension board denied those benefits. Ms. Corby subsequently filed suit that was heard in the Circuit Court; however, the pension board prevailed. She then did mediation and appealed to the District Court of Appeals of which they upheld the Circuit Court's ruling. There is no further option than to go to the Supreme Court.

In response, Ms. Corby pointed out that they ruled PCA, which meant they agreed but would not go any further.

City Manager Titkanich noted that the pension board rules and the City cannot control how the benefits were paid. He felt there was a difference of opinion, and that Ms. Corby believes she is entitled to a higher benefit than she is receiving. The City cannot intervene between Ms. Corby and the pension board. The City has no standing.

City Attorney Garganese agreed and noted that summed up the situation.

Ms. Corby pointed out that the ordinance was passed by the City of Cocoa. The ten year cap was removed from the death provision and it also took the 3%. It removed the ten year cap for a lifetime benefit for eligible members. She was not sure if it was the City's intent but as a former Council member, the thought

process could have been that they wanted to make it easier on the family. There is no benefit when you lose someone.

Ms. Corby believed that the ordinance should have been a given but that was not how the Fire Pension Board saw it. Council has the authority and the ability to appoint pension board members. There were nine months spent going back and forth between the state and pension board rulings. In short, Ms. Corby believed that if Mike Corby had been fired or there had been a retirement party for him instead of a funeral it would have been different. The death provision as it was written, provides less of the survivors portion of a joint survivors annuity. She stated she could not speak for the courts but they ruled the 2% to 3% and capped it at ten years.

Ms. Corby was asking Council to approve the ordinance that was previously approved. She did not understand why her nor her family would not receive that. He was a role model employee and is not being honored and does not know why.

Mayor Parrish clarified that this was presented to the appropriate parties. Ms. Corby noted yes, to all of the attorneys and to the pension board (who had been addressed numerous times).

Councilman Furbish questioned that if there was an ordinance how could they have done what they did.

City Attorney Garganese advised that if council adopted the pension ordinance in conjunction with the pension board provisions, once the ordinance was adopted it was their responsibility to manage it correctly. They would apply it at the time they made the ruling. Ms. Corby had the opportunity to present and did, and was afforded the rights to the Appellate Court and District Court of Appeals. At this juncture, it is not a purview of Council to have the pension board award pension in her current position.

Ms. Corby noted that there were four levels of revenue that all pensions have in the state of Florida; the employer, employee, insurance tax premiums, and interest income for pensions. Without honoring the death provision, money has been taken and it was stealing from the dead.

Ms. Corby stated that Cocoa represents the pension board.

Councilman Blake advised that Council and staff could not render a decision at this moment, but asked Ms. Corby to allow staff time to do their homework. He stated that looking at the intent of the law, it was clearly denoted and they needed to find out why it was not being honored.

Ms. Corby reiterated that she had been waiting for 3 ½ years.

Melissa Martin, 5404 Brilliance Circle, Cocoa, provided an handout[1] and update of the current status of the issue proposed at the November 10th meeting. She reminded Council that she spoke about the possibility of forming a committee and was asking for an update.

In response, City Manager Titkanich pointed out that there was an ordinance that addressed Ms. Martin's proposal and it could be brought back to Council. Ms. Martin noted that she had done research and that the ordinance in the City's records was not what she was looking for. She provided a sample of Anti-Corruption Language[2] for Council to review along with Florida League of Cities information. She requested a meeting with each of them to go over what she was looking into. There are various cities doing a resolution in regards to this and believes it was necessary for leaders of various governing bodies around Florida to re-establish the confidence in their elected officials.

Mayor Parrish assured Ms. Martin that they would meet with her.

Chris Iorio, 109 Riverside Drive, a Cocoa resident, thanked Council and staff for their response regarding the "No Parking Signs" on Riverside Drive. She thanked Councilman Blake for spearheading the effort.

Robert Kenaston, 107 Riverside Drive, provided a handout[3] that showed parking issues on Riverside Drive and thanked Council and staff for the signs. The residents really appreciated it. The packet he provided also contained a petition with 150 signatures. The safety issue was addressed and he thanked Council again.

Councilman Blake hoped that eventually the signs could be removed and replaced with painted stripes on the curb. This would help so that the signs

[1] EXHIBIT A: Ethical Behavior in Office: Know the Law, Trust Your Conscience
[2] EXHIBIT B: Sample of Anti-Corruption Resolution Language
[3] EXHIBIT C: Stop all Parking on Riverside Drive, Oak and Derby Streets Petition

would not impede vision. He reiterated this would be down the road. Mayor Parrish agreed.

Lawrence Sinclair, 1052 Mitchell St., Cocoa, advised that they needed to get moving on Broadmoor Acres. He discussed the legal issues with the cameras being installed and provided Council and staff with an update on that process. He mentioned work being done in the neighborhood without permits, pointing out that was now the norm. Lastly, he advised that he needed to find out what to do about the proposed agreement that was submitted.

Mayor Parrish advised that the City Manager was looking forward to working something out, however, government works slower than citizens. At the end of the day there were a lot of legal issues that go into all of this.

Mr. Sinclair felt that he and Chief Cantaloupe have different interpretations of what was legal. Mayor Parrish assured him that the City Manager was working with all of the right people regarding this issue.

Allan Chapman, 12 Stone Street, Suite 5, representing HCVA, reported that the craft fair went very well. He felt that there were a lot of no shows and cancellations due to the weather, but all in all it was a good event. He spoke of the "Sail to the Sun Waterway Galley" and thanked Council and staff for their support. Lastly, he mentioned that the BBQ and Blues event had been nominated by the Florida BBQ Association as a state championship event. He wished all a Merry Christmas.

Brad Whitmore, 351 Rockledge Drive, representing HCVA, spoke about the Waterway Guide's "Sail to the Sun Waterway Galley", noting it was a smashing success. He stated there was a great welcome bag provided by the city, a banner, and pointed out that the tumblers were used immediately. He showed Council a pennant that was made and felt it would be great advertising for other boaters. The only comments they received were to possibly clean up anchorage areas and get rid of the derelicts. They were hoping this could be an annual event.

In response to a question about purchasing a pennant, Mr. Whitmore stated they would look into the possibility of purchasing more.

Jeremy Phelps, 111 Peachtree Street, Cocoa, representing Cocoa Village Playhouse, stated that Stacie sent her best to all. He spoke about all of the

upcoming shows and mentioned that they added a performance of "Chitty Chitty Bang Bang" on Friday, December 11th at 7:30 pm. He further spoke about upcoming holiday shows, including the Galmont Ballet's "The Nutcracker". He reminded all that gift certificates were available, wished all a Merry Christmas and Happy Holidays, and thanked all for an awesome 2015.

V. CONSENT AGENDA:

1. To approve participation in a Cooperative Purchase Agreement with Stewart's Electric Motor Works Incorporated of Orlando, Florida, to recondition High Service Pump No. 3 utilizing the City of West Palm Beach Contract No. 12204 (ITB 12-13-103). (15-548). (Utilities Director)

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

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

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

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

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

7. Approval to amend the FY 2016 budget for the Peachtree Street Project (PW08PT); approve a Sole Source form for Myra Planning and Design; and

approve a Change Order for DP Development to correct the budget for the project. (15-572). (Public Works Director)

8.(a) Approve Task Order 2016-14 with Architects Design Group for final design, permitting, and construction phase tasks for Fire Station #1. Approve a Resolution authorizing the City Manager to approve change orders in an amount not to exceed 5% of the total cost of the purchase order. Approve a Resolution amending the Fiscal Year 2016 budget to create a new project budget for the fire stations. (15-573). (Public Works Director)

(b) Approve Task Order 2016-15 with Architects Design Group for final design, permitting, and construction phase tasks for Fire Station #3. Approve a Resolution authorizing the City Manager to approve change orders in an amount not to exceed 5% of the total cost of the purchase order. (15-573). (Public Works Director)

9. Approve Task Order 2016-37 with CDM Smith, Inc., to assist Sewer Field Operations (SFO) in Project Assessment Information Management Assistance, Quality Control Process Development, Long-Term Strategic Planning, and SCADA Maintenance. (15-574). (Utilities Director)

10. Approve Participation in a Cooperative Purchase Agreement with Insituform Technologies, LLC for Cured in Place (CIPP) Pipe Rehabilitation Services utilizing City of Daytona Beach contract no. 0113-1010 effective July 8, 2015 through July 7, 2016, Project WS0904; to approve a Resolution authorizing the City Manager to approve change orders in an amount not to exceed $20,000 for a total project amount of $325,756.87. (15-575). (Utilities Director)

11. Approve a Resolution Waiving the Competitive Bidding Process for the purpose of making a purchase of Utility Contracting Services from Certified General Contractors, Inc. to relocate/replace 12” AC and smaller water mains within the City of Cocoa Beach Minuteman Causeway Streetscape Project #WS1201. To approve a Resolution authorizing the City Manager to approve and execute change orders in an amount not to exceed $59,985 which is 10% contingency. (15-588). (Utilities Director)

12. Authorize the City Manager to execute a Street Lighting Agreement between the City of Cocoa and Florida Power and Light for the upgrade of street lighting as it relates to the Peachtree Street Complete Streets Project (Project Number WO0-PT). (15-589). (Public Works Director)

13. Approve staff’s short list recommendation for RFQ #15-24-COC, Engineering Services for Design, Permitting, and Services during Construction for the Dyal Chemical Conversion and Reliability Improvements. (15-595). (Utilities Director)

14. Authorize the City Manager to execute Interlocal Agreements with local government agencies to provide Commercial Driver's License (CDL) testing. (15-598). (Public Works Director)

* **MOTION by Councilman Blake; Seconded by Councilman Furbish, to approve the Consent Agenda.**

AYES: Parrish, Blake, Furbish

THE MOTION CARRIED UNANIMOUSLY (3-0)

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Approve the appointment of Mr. William (Billy) Meyers IV as a Regular member of the Planning and Zoning Board through November, 2017. (15-565). (Administrative Services Director)

*** MOTION by Councilman Blake; Seconded by Councilman Furbish, to appoint Mr. William "Billy" Meyers IV as a Regular member of the Planning and Zoning Board through November, 2017.**

AYES: Parrish, Blake, Furbish

THE MOTION CARRIED UNANIMOUSLY (3-0)

2. Approve the Reappointment of Mr. Jake Williams, Jr. as a Regular member of the Planning and Zoning Board through November, 2018. (15-566). (Administrative Services Director)

*** MOTION by Councilman Furbish; Seconded by Councilman Blake, to reappoint Mr. Jake Williams, Jr., as a Regular member of the Planning & Zoning Board through November, 2018.**

AYES: Parrish, Blake, Furbish

THE MOTION CARRIED UNANIMOUSLY (3-0)

3. Approve the Reappointment of Ms. Marian Jackson as a Regular member of the City of Cocoa Housing Authority through December, 2019. (15-568). (Administrative Services Director)

* **MOTION by Councilman Blake; Seconded by Councilman Furbish, to reappoint Ms. Marian Jackson to the Cocoa Housing Authority through December, 2019.**

AYES: Parrish, Blake, Furbish

THE MOTION CARRIED UNANIMOUSLY (3-0)

4. City Council Liaison Appointments and Appointment of Space Coast League of Cities Voting Delegate and Alternate. (15-581). (Administrative Services Director)

* **MOTION by Councilman Furbish; Seconded by Councilman Blake, to keep Council liaison appointments the same as they were in 2015, and Councilman Blake to remain Voting Delegate for the Space Coast League of Cities and Councilwoman Warner to remain the Alternate.**

AYES: Parrish, Blake, Furbish

THE MOTION CARRIED UNANIMOUSLY (3-0)

VIII. CITY BUSINESS:

1. Approve a Resolution Amending the FY 2016 budget to cover the Continuation of Work for capital projects that were under budgeted in FY 2016. (15-555). (Utilities Director)

* **MOTION by Councilman Blake; Seconded by Councilman Furbish, to approve the item.**

AYES: Parrish, Blake, Furbish

THE MOTION CARRIED UNANIMOUSLY (3-0)

2. Approve the ranking for Traffic Engineering, Design and Evaluation Services, General Civil Engineering Services, Stormwater Engineering Services, Surveying Services; Geotechnical Services and Architectural Services; Authorize the City

Manager to negotiate hourly rates and execute a Continuing Services Agreement with selected Consultants in response to Request for Qualifications RFQ #Q-15-14-COC (Traffic Engineering, Design and Evaluation Services) and RFQ #Q-16-01-COC (Consulting Services for General Civil Engineering Services, Stormwater Engineering Services, Surveying Services, Geotechnical Services and Architectural Services). (15-584). (Public Works Director)

Councilman Furbish asked for a breakdown of those who ranked first in all of the categories. They were as follows:

- Traffic Engineering Design & Evaluation: Myra Planning & Design
- Civil Engineering Services: Infrastructure Solution Services (ISS)
- Stormwater Engineering Services: Quentin L. Hampton Associates, Inc. (QLH)

* **MOTION by Councilman Furbish; Seconded by Councilman Blake, to approve the item.**

AYES: Parrish, Blake, Furbish

THE MOTION CARRIED UNANIMOUSLY (3-0)

3. Approve Task Order No. 2016-23 with Bussen-Mayer Engineering Group, Inc., to provide Services During Construction (SDC) for Structural Repairs of the Elevated Tank, Project No. WS1176; to approve a Resolution amending the FY2016 budget. (15-585). (Utilities Director)

* **MOTION by Councilman Blake; Seconded by Councilman Furbish, to approve the item.**

AYES: Parrish, Blake, Furbish

THE MOTION CARRIED UNANIMOUSLY (3-0)

4. Approve a Continuation of Work under Bid #B-15-21-COC with C&D Construction, Inc. of Cocoa, Florida, for Emergency Repairs to the Elevated Tank; to approve a Resolution amending the FY2016 budget; to approve a Resolution authorizing the City Manager to approve and execute change orders in an amount not to exceed $68,476 which is 10% contingency. (15-586). (Utilities Director)

* **MOTION by Councilman Furbish; Seconded by Councilman Blake, to approve the item.**

AYES: Parrish, Blake, Furbish

THE MOTION CARRIED UNANIMOUSLY (3-0)

5. Approve a Municipal Services Agreement (Pilot Offender Re-Entry Program) with Celebration Tabernacle, Inc. for Grounds Maintenance in City maintained Right-of-Way and authorize the City Manager to sign the Agreement and other necessary documents. (15-596). (City Manager)

* **MOTION by Councilman Furbish; Seconded by Councilman Blake, to approve the item.**

AYES: Parrish, Blake, Furbish

THE MOTION CARRIED UNANIMOUSLY (3-0)

MUTLI-YEAR CONTRACTS:

6. Approval of a multi-year contract with The Bancorp Bank/dba/Mears Motor Leasing and a Budget Transfer in the amount of $15,120 from the Capital Account into the Rental and Leases Account for the Purpose of leasing three new vehicles for the Police Department and authorize the City Manager to sign and execute the agreement. (15-556). (Chief of Police)

* **MOTION by Councilman Blake; Seconded by Councilman Furbish, to approve the item.**

AYES: Parrish, Blake, Furbish

THE MOTION CARRIED UNANIMOUSLY (3-0)

7. To award Bid No. B-15-23-COC, Claude H. Dyal Water Treatment Plant Surface Water Plant Clearwell Addition and Reject Pond Rehabilitation Improvements, Project No. WS1402, to Petticoat-Schmitt Civil Contractors, Inc., Jacksonville, Florida, for construction of the Surface Water Plant Clearwell Addition and Reject Pond Rehabilitation; to approve a Multi-Year contract from FY 2016 through FY 2018; to approve a Resolution amending the Fiscal Year 2016 budget; to

approve a Resolution authorizing the City Manager to approve change orders in an amount not to exceed $856,900 (10% contingency); and to authorize the City Manager to execute the contract. (15-571). (Utilities Director)

* **MOTION by Councilman Blake; Seconded by Councilman Furbish, to approve the item.**

AYES: Parrish, Blake, Furbish

THE MOTION CARRIED UNANIMOUSLY (3-0)

8. Approve Task Order No. 2016-71 to CH2M Hill Engineers, Inc. for Engineering Services During Construction (SDC) of the Claude H. Dyal Water Treatment Plant Surface Water Plant Clearwell Addition and Reject Pond Rehabilitation Improvements, Project No. WS1402; to approve as a Multi-Year contract from FY2016 through FY2018. (15-576). (Utilities Director)

* **MOTION by Councilman Blake; Seconded by Councilman Furbish, to approve the item.**

AYES: Parrish, Blake, Furbish

THE MOTION CARRIED UNANIMOUSLY (3-0)

IX. INFORMATIONAL AGENDA:

1. Cumulative Purchase Approvals over $25,000 and under $50,000 for the period of 10/01/2015 to 10/31/2015. (15-546). (Finance Director)

2. Approved change orders to construction contracts that the City Council has authorized the City Manager, by Resolution, to approve in excess of the City Manager's spending authority. (15-559). (Finance Director)

3. FY 2015 Budget Adjustment Report. (15-560). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (15-561)

5. Fire Department Monthly report. (15-569). (Fire Chief)

6. Employee Health Center Usage report provided by Care ATC. (15-577). (Administrative Services Director)

7. Cocoa Police Department district events for Council information. (15-582). (Chief of Police)

8. New Local Business Tax Receipts. (15-583). (Community Services Director)

X. REPORTS:

Mr. Walsh reported that he was aware that work had seemed to have slowed down on the tank, however, items had to be ordered that required more prep time. He was hoping it would be done in the next six weeks or so. It was tough because if the wind picked up, workers had to come down from the tank and work is delayed unintentionally.

Chief Cantaloupe noted that the police department would be moving forward to update their firearms within the next few weeks. He advised he could answer any questions of Council.

City Manager Titkanich mentioned that it would be a straight trade which included guns, holsters, and they were all brand new. In response to a question posed by Council, City Manager Titkanich advised they were all 9 mm.

City Manager Titkanich reminded Council that the Charter Review Commission with the County would be meeting and he would keep Council apprised. Furthermore, there would be a public workshop at 1 pm this Thursday regarding the fuel tax and local option gas tax.

He also noted that the public employees union (LIUNA) selected a special magistrate and declared impasse.

City Manager Titkanich spoke about the Housing Authority, noting that they had contacted the City about joining the FRS. Meetings had been held with staff, Housing Authority staff, and the Department of Human Services. He mentioned that staff thought that the issue would be discussed at the Housing Authority's board meeting, prior to this meeting, however, it was not. He assured Council that they have correspondence from the state and would work with the pension attorney, and the issue would be worked on.

He wished all a happy holiday and Merry Christmas. He expressed his pride for City staff noting they raised $15,000 for the United Way, nearly doubling last year's annual pledge amount.

Councilman Furbish spoke about the swearing in ceremony before the meeting tonight pointing out that they swore in the new Deputy Fire Chief and a District Fire Chief and said goodbye to two that were retiring.

He asked that people not think that would happened in San Bernardino could not happen here. He stressed that if anyone felt that something or someone was not right to please do not hesitate to call the police. He is very worried that something could happen.

Lastly, he reminded all to buy local and wished all a Merry Christmas and a happy New Year.

Councilman Blake advised of the holiday parade on Saturday, December 12, followed by the lighting of the tree at Riverfront Park. He further reminded all of the Holiday in the Park, which is held at Provost Park from 11-2 pm on December 12th.

He spoke of his attendance at the Sip and Stroll event, stating he had a wonderful time and met many good people. It was a good time.

In closing, he reminded all to buy local, keep it local, and spend local. He wished all a Merry Christmas.

Mayor Parrish mentioned that he went to collect the jersey for the BBQ Bowl, noting Cocoa won against Rockledge. This has happened ten years straight and asked if the Mayor of Rockledge's wife would wear the jersey.

He closed with reminding all that Cocoa's water tower is number one in the nation and of the parade this Saturday evening.

Mayor Parrish wished all a Merry Christmas and asked that all keep flying their flags.

XI. ADJOURNMENT.

*** MOTION by Councilman Furbish; Seconded by Councilman Blake, to adjourn the Regular meeting of December 8, 2015.**

AYES: Parrish, Blake, Furbish

THE MOTION CARRIED UNANIMOUSLY (3-0)

The meeting adjourned at 7:13 p.m.

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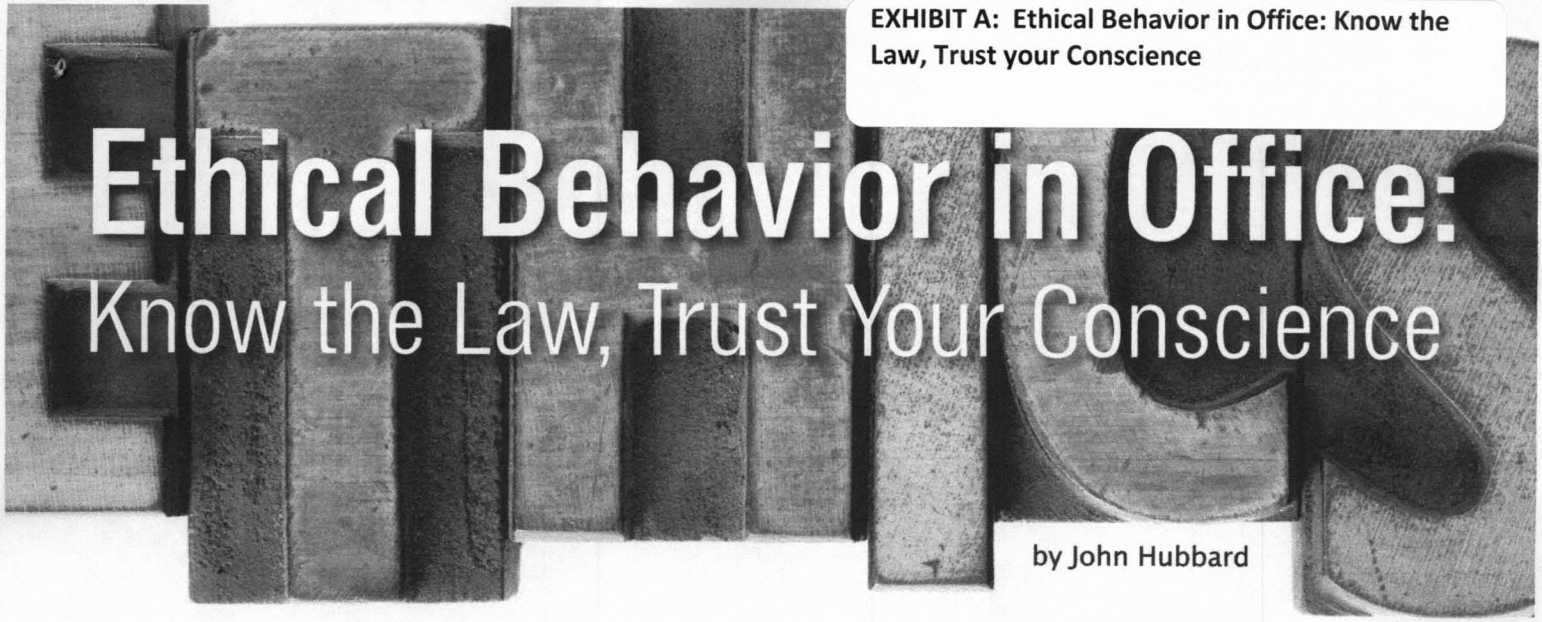
Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

EXHIBIT A: Ethical Behavior in Office: Know the Law, Trust your Conscience



Ethical Behavior in Office:
Know the Law, Trust Your Conscience

by John Hubbard

I have been a city attorney since 1972, and I have been the Dunedin city attorney since 1974. During that time, I have had extensive experience with Florida's ethics statute and how it affects the elected officials and other employees in the cities I have represented.

It seems to be the case with many communities that there is a very limited or no discussion of the state's ethics statute initiated by those cities. Public officials who are willing to attend the Institute of Elected Municipal Officials (IEMO) programs get a two-hour training session on the statute. However, even that much time is not really sufficient to fully discuss it. When teaching the IEMO course, I attempt to briefly discuss the common law (case law), as well as state and federal statutes that deal with some of the subjects that are also found within Chapter 112, Florida Statutes.

The following article is a quick summary of many of the subjects that I cover in my IEMO presentation. I have found that IEMO students appreciate specific, real-life examples, as they are very helpful in understanding the scope of the statute. (See page 28 for information about upcoming IEMO sessions.)

Please understand that some of the comments made in these materials are somewhat "editorial" in nature since I have rather strong opinions on the importance of ethical behavior by public officials and employees.

It is appropriate to give credit to Phil Claypool, director of the Florida Commission on Ethics, since he was nice enough to review these materials. Any misstatements or typographical errors are mine, not his.

A Brief Overview of the Ethics Law (Chapter 112, Part III, Florida Statutes)

The ethics law in the State of Florida is based primarily on three principles:

1. "A public office is a public trust."
2. A situation that "tempts to dishonor."
3. No man can serve two masters.

The first statement is from Article II, Section 8 of the Florida Constitution. The second statement is from Florida case law and opinions of the state Commission on Ethics. The third statement is from the Bible and Florida case law.

The application of these three concepts in a situation where an elected or appointed public official is concerned about an issue of ethical behavior will generally yield an answer consistent with statutory and case law.

You Can't Always Know What to Do by Reading the Statute

The ethics law for the State of Florida is set forth in Part III of Chapter 112, Florida Statutes. You can read the statute and still be somewhat uncertain as to your ethical duties. The statute is interpreted by Commission on Ethics formal opinions, informal opinions, Florida's attorney general opinions, and case law.

It's Not Just Statutory

Long before the people of Florida put in their constitution that we would have an ethics law, certain principles of appropriate conduct for an elected official or a public employee were articulated in the common law (case law) of Florida.

In the case of *Lainhart v. Burr* in 1905, the Florida Supreme Court ruled that a county commissioner could not buy supplies for the county from himself. At least two of the underlying principles are implicated here:

1. No man can serve two masters; and
2. Don't get yourself into a situation that "tempts to dishonor."

The case is interesting because of the fact that the court ruled that this was unlawful conduct not because a wrong inevitably results, but because it may and probably will result. The court said proof that no wrong was intended or committed, or that no fraud resulted, does not make the behavior legally acceptable. In this case, the contract for the sale of goods was voided by the court.

In 1934, the Florida Supreme Court decided the case of the *City of Leesburg v. Ware*, in which the court voided a bond-purchase transaction as being against public policy because the city bond trustee was also the president of the bank from which the bonds were purchased. This was in the middle of the Great Depression, and the president of the bank sold certain bonds to the city. The bonds were of little value,

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and there was certainly an apparent conflict in the duties of the president to his bank and the duties of that same person as a city bond trustee. The opinion in this case is wonderfully written and articulates the underlying principle that no man can serve two masters or be a judge in his own cause.

What is important to remember here is that the common law of Florida, as well as Chapter 112, Florida Statutes, defines appropriate conduct of elected and appointed officials in Florida and that even if a gap exists in the statutory language, the common law principles may serve to void or otherwise punish unethical conduct.

Criminal Statutes

Certain criminal statutes are also applicable to specific types of unethical conduct. Chapter 838, Florida Statutes, deals with bribery, unlawful compensation, official misconduct (for example, falsifying or concealing public records, or obstructing information about a felony), misuse of confidential information, bid tampering, and other unlawful acts by public officials. Chapter 839, Florida Statutes, addresses the misuse of confidential information, withholding official records, falsifying records and withholding records from a successor by public servants. Some of these criminal statute concepts are reflected In Chapter 112, Part III, Florida Statutes, with different standards and different penalties.

When considering the issue of ethical conduct while holding an elective or appointive office, or working as a public employee, there are at least three areas of the law that govern proper conduct:

1. The common law;
2. The criminal law; and
3. Chapter 112, Part III, Florida Statutes.

All of these are potentially applicable to a given fact situation and may provide relief against the unethical (or illegal) conduct of a public official.

Honest Services Fraud

Besides the criminal statutes quoted above, there has been a recent trend of prosecution of public officials by federal prosecutors on the basis of what is commonly referred to as "honest services fraud."

In 1988, Congress enacted the Honest Services Fraud statute, 18 U.S.C. §1346, to provide federal prosecutors with another method of criminally prosecuting public officials who forget that public service is not undertaken to benefit themselves but to provide "honest services" to their constituents. Federal prosecutors have used this statute to react to many different types of abuse of office by elected officials. The application of the statute to public officials still generates substantial discussion in the courts, but as of the writing of this analysis, the statute has not been deemed to be unconstitutional and has been applied in many different situations.

Essentially, the case law has defined violations of honest services as follows: "When a political official uses his office for personal gain, he deprives his constituents of their right to have him perform his official duties in their best interest." The Eleventh Circuit has opined that "public officials inherently owe a fiduciary duty to the public to make governmental decisions in the public's best interest. If the official instead secretly makes his decision based on his own personal interest . . . the official has defrauded the public of his honest services."

The cases fall into two broad categories: 1) bribes or kickbacks, and 2) cases involving self-dealing. The failure to disclose a conflict of interest falls within the intent of the statute. South Florida has been particularly subject to prosecution based on honest services fraud.

Some recent examples may be helpful:

1. A Palm Beach County commissioner voted on multiple bond awards to underwriting firms where her husband was employed without disclosing this information to the public;
2. That same person and her husband received gifts, such as free and discounted stays at hotels, from parties who had matters before the County Commission;
3. Another Palm Beach County commissioner voted to extend development rights that increased the value of properties in which he held a secret interest and received a share of the profits therefrom; and
4. A Palm Beach County commissioner advocated and voted for a real estate transaction that benefited his secret financial interests in the subject realty.

Cases throughout the country sometimes involve what used to be expected political behavior, but which are no longer lawful, including 1) giving out thousands of civil service jobs based on political patronage, and 2) hiring or promoting based on nepotism. Secrecy as to the relationship or act appears to be a common theme in these cases.

The Constitution and the Commission on Ethics

Article 2, Section 8 of the Florida Constitution is the basis for governmental ethics in the State of Florida. Its first sentence is: "A public office is a public trust." The next sentence is: "The people shall have the right to secure and sustain that trust against abuse."

As mentioned earlier, the ethics statute is found in Part III of Chapter 112, Florida Statutes. This statute is enforced by the Commission on Ethics. The commission has nine members. Five members are appointed by the governor, two members are appointed by the president of the Senate, and two members are appointed by the speaker of the House of Representatives. Appointments are bipartisan. Appointments are for two years, and members may be reappointed only one time. There can be no more than five members from any one political party.

The commission has two duties. The first is to issue legal opinions when requested by a public officer or employee. Opinions of the Commission on Ethics, unlike those of your city attorney, or even the attorney general of the State of Florida, are legally binding determinations of law subject to appeal to a District Court of Appeal. Of course, all of the pertinent facts must

be accurately provided to the Commission on Ethics for that opinion to be truly binding.

The Commission on Ethics' second duty is to investigate violations of the ethics law. The commission may not institute an investigation, and its powers begin when it receives a legally sufficient complaint, which must be submitted on the forms provided by the commission. All of these materials may be obtained online.

It has been my experience that a wide variety of people file ethics complaints. You don't have to have any special knowledge or special interest in the behavior of an elected or appointed official, or public employee, to file a complaint. Sometimes they are filed based only on newspaper reports. Unsurprisingly, the great majority of ethics complaints are filed either by citizen activists or political opponents.

The Essence of Ethics

The Florida ethics statute is not about ethics taught on an academic level, which generally discuss a body of principles of right or good conduct, or the study of the general nature of morals or moral choices. It is, rather, money-based or personal benefit-based. The statute's primary thrust is using an office or a position to obtain a benefit for yourself, a member of your family, an employer, or others. Essentially, it is about using an office or a position to benefit yourself in a manner that would not be possible without the use of that office. The ethics statute deals with conflicts between the duties and responsibilities of an office or position and the personal interests of the person holding that office. It concerns itself with situations in which a regard for a private interest tends to lead to a disregard of a public duty.

What Does the Statute Include?

The primary topics of the ethics law in Florida are:

1. **Solicitation or Acceptance of Gifts.** This is essentially a bribe, which requires the acceptance by a public officer, spouse or minor child of anything of value that the public officer should have known was given to him or her to influence a vote or other action. In other words, it is a quid pro quo understanding. The title makes it sound like a true gift, but it is, in fact, a bribe.
2. **Doing Business with One's Agency.** This statute includes two different relationships. A public official cannot do business for his agency with an entity in which he or his spouse or child is an officer, partner or proprietor or in which he, his spouse or child has a material interest of 5 percent or greater. This statute also covers that same public official in his private capacity doing business with his agency.
3. **Unauthorized Compensation.** This part of the statute provides that a public official, spouse or minor child may not accept anything of value if the official, with exercise of reasonable care, should have known that it was given to influence a vote or other action. This is not a quid pro quo. This is not a bribe. This part of the statute helps to define a legal gift – that is, a gift that is given but does not influence the actions of the public official. There will be more about this later in the article.
4. **Misuse of Public Position.** This part of the statute does not allow a public official to "corruptly" use his official position or any property or resource of that position to secure a special privilege or benefit for himself or for others. Keep in mind that this deals with the powers of the office as well as the resources (property) of the office. There are lots of Commission on Ethics cases on this particular part of the statute, including a circuit court clerk who prevented a person from purchasing property at a foreclosure sale in order to acquire the property for his son (misuse of office); a county commissioner who used county equipment and personnel to repair a road on his farm (use of public property); and a county commissioner who threatened to fire a county employee if the employee's wife did not withdraw as a candidate for the school board against the county commissioner's friend (misuse of office). There are also several cases or situations involving attempts to avoid a traffic ticket (misuse of office).
5. **Conflicting Employment or Contractual Relationship.** This portion of the statute precludes public officials from having an employment or contractual relationship with a business entity doing business with the agency, or having employment or contractual relationships that create a continuing or frequently reoccurring conflict between the official's private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Particularly in small communities, this provision can be difficult. It has the added requirement that the public official, in the event of such conflict, must choose between continuing in office or continuing the employment or contractual relationship. This often leads to a fairly harsh result, and that fact is acknowledged by the Commission on Ethics. This portion of the statute is highly dependent on the facts of each situation.
6. **Disclosure or Use of Certain Information.** As most public officials and employees are aware, they often will have access to information not generally available to members of the public. This type of information cannot be used for the official's personal gain or benefit, or the personal gain or benefit of any other person or business entity.
7. **Nepotism.** Nepotism is the employment or promotion of

relatives. The issue is addressed in Section 112.3135, Florida Statutes. There is a specific exemption for municipalities with a population of fewer than 35,000 people, but this exemption does not apply to boards with land planning or zoning responsibilities. The term "relative" is quite broad in its scope. The public official is precluded from appointing, employing, promoting, advancing or advocating an individual who is a relative of the official. The limitation is on the individual employee as well.

General Rules

Use of the following general rules may help avoid charges of unethical behavior:

1. If you think it might be wrong, it is.
2. Don't get yourself into a situation that "tempts to dishonor."
3. Is there anyone who gives you something who doesn't want or expect something in return, except your mother? (And you can't be sure about her.)
4. People don't give elected officials or government employees gifts because they like them, but because they want something – at best, it is a sense of obligation.
5. Can you accept a gift that does not influence you?

The Gift Law

As was previously discussed, the statute deals with the subjects of Solicitations or Acceptance of Gifts [Chapter 112.313(2)], which is essentially a bribe and is absolutely unlawful under any circumstances. The statute also deals with Unauthorized Compensation [Chapter 112.313(4)], which discusses gifts that are legal. To be legal, the elected official or employee must reasonably conclude that the gift was not given to the official to influence a vote or other action.

A City's Right to Require More Stringent Standards

Chapter 112.326, Florida Statutes, allows political subdivisions and agencies to establish more stringent standards of conduct than those specified in Chapter 112, Part III, Florida Statutes, provided that those standards don't conflict with the state statute. Several Florida communities are adopting their own ethics ordinances.

Among the cities I represent, one has established substantially more stringent gift standards, precluding gifts of any kind to a city employee, elected official or board member. This can be done by ordinance, if desired.

If people give you gifts when you are in office and you think it is because they like you, why do the gifts stop when you leave office?

Gifts

The two biggest areas of questions that I get as a city attorney are 1) conflicts of interest, and 2) gifts.

The statute contains a definition of the term "gift." The statute is so broad that it basically covers anything of value. It covers things (tangible property), the use of things, the use of land, forgiveness of a debt, food and beverages, entrance fees and personal services, and then concludes by including "any other similar service or thing having an attributable value not already provided for in this Section."

The term "gift" does not include salaries, benefits, fees associated with employment, political contributions, an honorarium, an award, certain honorary memberships, the use of a public facility or public property made available by a government agency for a public purpose, transportation provided to a public officer or employee by a governmental entity in relation to a officially approved governmental business, or gifts provided directly or indirectly by a state or national organization primarily composed of elected or appointed officials or staff, if your city is a member of that organization.

You can see, then, that the term "gift" is very inclusive. You should always look behind a gift as to who is the donor and ask yourself the reason why such a gift is being given to you. Can you accept it? Do you want to accept it? What is the public perception if you accept it? If it doesn't feel right, don't accept it.

As discussed previously, you cannot solicit or accept a gift based on an understanding that you would be influenced by that gift. That is essentially a bribe, and it is absolutely prohibited. Unlike legal gifts, the amount of such a gift is not relevant. [See Chapter 112.313 (2), Florida Statutes.]

The other part of the statute dealing with gifts is titled "Unauthorized Compensation" and says that a public officer or employee will not accept anything of value when that person knows it was given to influence a vote or other action. You can accept a gift in any amount: 1) if it is not based on an understanding that your vote or judgment would be influenced by the gift, and 2) if you reasonably know that it was not given to you to influence a vote or other action.

The result of this is that you can accept a gift from most regular people. A major exception to this is gifts from lobbyists. Lobbyists are addressed in Chapter 112.3148, Florida Statutes. A lobbyist is a natural person who is paid by someone over the preceding 12 months to influence your decision making, if you are someone who is required to file public disclosure of your financial interests (or if you are a state procurement employee.)

You need to be particularly careful about lobbyists, because not only is the actual lobbyist covered by this statute, but the principal of the lobbyist is as well. That is to say, the person hiring the lobbyist comes under the same limitations and requirements as does the lobbyist. A lobbyist has to be a natural person.

Also, some agencies require lobbyists to register with the agency. Perhaps yours does, perhaps it does not. In either case, you need to identify who is a lobbyist, and you also need to identify who is the person who hired that lobbyist. You need to be particularly careful as to both.

Solicitation of Gifts

Except for very limited circumstances, you should never solicit a gift. This is true whether it is from a lobbyist or anyone else. You are specifically prohibited by the statute from soliciting a gift from a lobbyist. This limitation also includes a partner, firm, employer or principal of a lobbyist. You are allowed to solicit gifts if they are not for your personal benefit or that of another reporting individual or procurement employee, or any member of the immediate family of that person.

You are absolutely prohibited from accepting, directly or indirectly, a gift from a lobbyist if you know or reasonably believe that the gift has a value in excess of $100. Any gift from a lobbyist that exceeds $25 must be reported by the lobbyist. Please note that the absolute limitation on a gift from a lobbyist is $100.

The amount of a gift from a normal person (which is unlimited) does not apply to lobbyists or the people who hire lobbyists. An example of how this limitation can sneak up on you is found in a Commission on Ethics opinion in which a state legislator accepted a gift of football tickets from a county commission chairman. The gift value was in excess of $100. The Commission on Ethics ruled that the gift was unlawful because the county employed a lobbyist to lobby the Legislature. The commission opinion concludes that the legislator did not know that the acceptance of the gift would be unlawful.

It was a fine decision for that particular legislator, but given the fact that the commission has now issued that opinion, it is unlikely that the assumption of innocence would benefit another person in the same situation. Always look behind a gift and make sure that whoever is giving you the gift does not hire a lobbyist to lobby your city, even if the person is another elected official.

A lobbyist may give you a gift in excess of $100 if you are accepting it on behalf of your governmental entity or a charitable organization, but you may not have custody of this gift for a period of time in excess of that necessary to arrange for its transfer to the custody of your governmental entity or charity.

You may not solicit an honorarium related to your public duties from anyone. You may not accept an honorarium from a lobbyist for any reason.

Theoretically, you can accept a gift of any amount (except from a lobbyist and the principal of a lobbyist) as long as you reasonably know that it was not given to you to influence a vote or other action. Obviously, the greater the gift in amount or value, the more likely it is that it will influence you in some fashion. Any gift creates a sense of obligation under the theory of "reciprocity." However, the law presumes that you can receive a gift in any amount that does not influence you as to your public duties.

Exceptions

There are certain statutory exemptions [Chapter 112.313(12), Florida Statutes] to the limitations as described in "Doing Business with One's Agency" and "Conflicting Employment or Contractual Relationship."

These limitations can be waived as to advisory boards by the appointing body (normally a city commission or city council) upon full disclosure to the appointing body prior to the waiver, and an affirmative vote by that body by a two-thirds majority.

Other exceptions are: 1) a rotation system; 2) competitive bidding with no participation by the official and no effort to persuade agency employees, and filing a statement disclosing the official's interest or the interest of the official's spouse or child; 3) purchase or sale of legal advertising, utilities service or for passage on a common carrier; 4) an emergency purchase; 5) a sole source of supply with full disclosure; and 6) if the total amount of the transaction is less than $500 per calendar year. There are certain exemptions for stockholders, officers or directors of banks that will not bar a bank from becoming a depository for public funds. There is an additional exemption for elected public officers having conflicting employment or contractual relationships, if that officer maintains an employment relationship with a 501(c) IRC tax-exempt organization that enters into a business relationship with the officer's agency and: 1) the officer's employment is not directly or indirectly compensated as a result of such contract; 2) the officer in no way participated in the agency's decision to contract; and 3) the officer abstains from voting.

Chapter 112.3143(3)(b), Florida Statutes, provides an exception to the voting prohibition because of conflict for a commissioner of a community redevelopment agency.

Limitation on Appearances and Lobbying by Employees and Elected Officials

A person who has been elected to a municipal office may not personally represent another person or entity for compensation before the governing body of the city for a period of two years after vacating office. There are also specific limitations on local government attorneys.

City Employees Holding Office

An employee of a city is precluded from holding elective office as a member of a city commission or city council while that employee continues to work for the city. In other words, you can't be both an employer and an employee within the same city government.

Limitation on Appointed Official Representation

A city has the right to adopt an ordinance providing that an appointed officer or a regular employee may not personally represent another person or entity for compensation before that city for a two-year period following vacation of the office or termination of the employment (except for the purposes of collective bargaining). Your city has to adopt an ordinance to this effect, and if it has not already done so, it should seriously consider this type of limitation in order to avoid the appearance of conflict. Elected officials are not allowed to conduct lobbying activities for a period of two years, and it seems logical that this same type of limitation should pertain to appointed officers and employees.

Duty to Vote

Chapter 286.012, Florida Statutes, requires members of municipal governmental boards or commissions who are present in a meeting to vote unless and except "there is, or appears to be, a possible conflict of interest" pursuant to Chapter 112. Failure to vote requires the filing of the disclosure requirements, both orally and in writing. The bottom line on this is that if you are an elected or appointed official on a board that is voting on a matter, you must vote unless you have a conflict of interest.

Voting Conflicts

The law on voting conflicts is found in Chapter 112 at Section 112.3143, Florida Statutes. This is probably the portion of the ethics law that creates more questions than any other (with the possible exception of the gift law). Most city attorneys deal with voting-conflict questions on a fairly frequent basis.

For there to be a voting conflict, the matter being voted on must inure to the officials "special private gain or loss," or to the gain or loss of a principal by whom such official has been retained or to a relative or business associate. As previously mentioned, a specific exception is found in this statute for commissioners of community redevelopment agencies.

The Commission on Ethics has devised two basic rules to determine whether or not a conflict of interest exists. They are:

a. The size of the class test, and

b. Remote and speculative test.

Commission on Ethics decisions boil down to a 1 percent rule for the size of the class test. In other words, if the number of people or properties being affected by a particular vote is so sizeable that the elected official's interest represents 1 percent or less of that class, no conflict of interest exists because the elected official's interest in the matter is not "special," meaning it is enjoyed by a large number of people or properties.

The remote and speculative test provides that if there is uncertainty at the time of the vote as to whether there will be any gain or loss to the elected official, then there is no special private gain or loss that can be identified.

In the event that an elected official or appointed official has some concern about whether or not a voting conflict exists, the best practice is to discuss the matter with the attorney for the entity and request that the attorney's opinion be rendered in writing. Not voting and declaring a conflict in a questionable situation is almost always without risk, and, often is seen as a careful and responsible decision.

My experience has been that the great majority of elected officials want to act ethically. Most violations are committed unintentionally and without forethought.

Conduct If There Is a Conflict

The voting-conflicts portion of the ethics law (Chapter 112.3143, Florida Statutes) treats appointed and elected public officials somewhat differently.

An elected public official may not vote if there is a conflict, and prior to the vote being taken must reveal the conflict, abstain from voting and file the necessary written document explaining such conflict within 15 days. That document must be incorporated into the minutes of the meeting. (City clerks should be aware of this.) State officers may vote.

An appointed public officer may not participate or vote in a conflict situation and must file a written memorandum reflecting such conflict prior to the meeting at which the matter is considered. This memorandum also must be incorporated into the minutes of the meeting, must be provided to the other members of that board or committee, and must be read publicly at the next meeting held subsequent to the filing of the written memorandum. If the conflict is unknown prior to the meeting, a disclosure has to be made orally at the meeting following when the conflict is known, a written memorandum has to be filed within 15 days, the memorandum must become part of the minutes, and the memorandum has to be distributed to the other members of the agency and read publicly at the next subsequent meeting.

In the instance of an appointed public officer being considered for appointment or reappointment, the appointing body is supposed to consider the number and nature of the memorandums of conflict filed.

There is an interesting distinction between the duties of an elected official and an appointed official. The elected official must state the conflict, but there is nothing in the statute that appears to limit the participation of the elected official on the matter before the elected body. The fact of the conflict only needs to be made public prior to the vote. This could obviously occur long after the elected public official gave his or her opinion on the issue and attempted to persuade the other members of the city commission or city council to a particular decision.

An appointed public official is much more restricted because that official cannot "participate" without first disclosing the conflict. The statute defines the term "participate" to mean any attempt to influence the decision by oral or written communication. From the reading of this statute, it appears that an elected official can attempt to influence a decision even though that official has a conflict. Appointed officials are not so privileged. There must have been a public-policy reason why the statute was written this way, but it seems to me that if elected officials took full advantage of their ability to try to influence a vote, and then declared a conflict at the last second before the vote was actually taken, the public would have a hard time understanding why this was proper ethical behavior. Surprisingly, state officials can participate and vote in a conflict situation.

My advice to clients is that if a voting conflict is known, it should be announced as soon as possible. Usually they are known well before the meeting, if the commissioners or council members are diligent in reviewing the materials distributed to them before the meeting. The smart ones clarify the conflict issue, determine what they must do, and give me a call to get my opinion on it as well. Even if I have told them there is no legal conflict, I encourage them to bring the matter up at the meeting, get it on the record, and have me tell them in a public forum that they do not have a voting conflict.

Further, I advise my clients to leave the dais and absent themselves from the room, if that is possible. I think that the appearance of someone with a voting conflict sitting on the dais during the discussion (even if not participating in the discussion) sends a bad message to citizens. Eye rolling, nodding, smiling and other types of body language certainly are a form of communication. I think the public and the elected official are best served by complete non-participation. Most citizens' opinion of their government is usually not particularly high, and, at the moment, is at a particularly low point. We can all improve the public's opinion of government officials and employees by not only acting ethically, but doing everything we can to appear to act ethically. Merely obeying the dictates of the statutes sometimes is not enough.

Conclusion (Almost)

The foregoing is truly a brief discussion of the ethics law. It does not begin to cover the subtleties or complexities of that law. I have not addressed all the rules on the various filings that are required annually and quarterly. I have not addressed how gifts are valued. A reading of Part III of Chapter 112, Florida Statutes, is advised. There is much detail that a brief discussion of the law cannot cover.

Penalties

The penalties for violating the ethics law in Florida are extensive. They are found in Chapter 112.317, Florida Statutes. They include impeachment, removal from office, suspension from office, public censure and reprimand, forfeiture of salary, civil penalties and restitution. The penalties described by statute do not limit the power of the city to discipline its own officers and employees in addition to the statutory penalties. Criminal penalties also apply when criminal laws are violated.

For elected officials, the statute specifically provides that a violation of the ethics law constitutes malfeasance, misfeasance and neglect of duty for the purposes of removal from office. If the violation of the ethics statute rises to the point of being a felony, Chapter 112.3173, Florida Statutes, provides that a public officer or employee forfeits all rights under a public retirement system. In addition to those penalties, the status of a public official or public employee in their community and among their friends would be greatly affected. If nothing else, the public embarrassment of being found in violation of this statute should be more than enough motivation to discourage questionable behavior.

My experience has been that the great majority of elected officials want to act ethically. Most violations are committed unintentionally and without forethought. These are unfamiliar rules. If you have been elected or appointed recently, it is possible you have not been fully briefed on them. Reference to standard business ethics is not enough. A pure heart is not enough – *learn the statute.*

Consult Your Attorney

In most circumstances, the very best and first step that you can make is to consult with your city attorney. If the issue is a matter of some consequence, ask your attorney for an opinion in writing or that the opinion be given orally at a public meeting.

If you are in a very difficult situation with great consequences, you may wish to follow this up by getting either a formal or informal opinion from the Florida Commission on Ethics. Remember: A formal opinion has the effect of law. Treat these issues seriously, for they have serious consequences.

Final Advice

The ethics statute is hard to navigate, and it is complex. Get proper advice when an issue arises. There are lots of opinions decided by the Commission on Ethics that explain the law, or, at least, help us to understand the law. (See *www.ethics.state.fl.us.)* A review of these opinions and the court cases interpreting the statute is best accomplished with legal help.

Also consult your inner ethical compass. Most people will be able to identify situations that at least raise a red flag requiring further study, or may just discourage an act that will come back to haunt you. Most elected officials enjoy the prerogatives of their office, but be careful in using them in circumstances that bring a question to your mind. Nobody gives you gifts because they like you, except longtime friends and family members. If they didn't give you gifts before you got elected to office, be careful about accepting them when an elected official. By the way, gifts from relatives are an exception to the definition of "gifts" in the statute. Using your office to get a benefit for yourself or others that you couldn't accomplish without that office is probably going to violate the statute.

There are criminal statutes and case law (common law) that also come into play in proper circumstances.

Finally, occasionally refer back to the five "general rules" provided earlier in this article. They are a pretty good litmus test. It is very difficult to "serve two masters," you should do everything you can to avoid a situation that "tempts to dishonor," and the guiding principal in Florida ethics law is "A public office is a public trust."

John Hubbard has been a city attorney since January 1972, and has been city attorney of Dunedin since 1974. He has also served as city attorney for several other municipalities in Pinellas County, including Belleair Beach, Belleair Bluffs, Oldsmar and Tarpon Springs.

Sample Anti-Corruption Resolution Language

Language adapted from anticorruptionact.org materials, including provision summaries and constitutionality doc.

Resolution to establish as a position of _____, County of _____, State of _____,

that tough, new anti-corruption laws for politicians, lobbyists, and outside groups such as Super PACs are necessary in order to protect and promote the First Amendment free speech rights of all citizens, regardless of wealth, and to restore ordinary Americans as the most important stakeholders in government instead of major donors.

WHEREAS, limits on contributions to political candidates are justified by the need to reduce corruption and the appearance of corruption, as outlined in Buckley v. Valeo (1976);

WHEREAS, contributions to candidates, and political spending on their behalf, from lobbyists, SuperPACs, and _ present a special risk of corruption; and,

WHEREAS, the Supreme Court held in Nevada Commission on Ethics v. Carrigan (2011) that restrictions on official actions taken by legislators in situations in which their independence of judgment is questioned do not constitute restrictions on the First Amendment free speech rights of legislators; and,

WHEREAS, closing the "revolving door", where elected representatives and senior staff sell off their legislative power for high-paying jobs, is important to ensure that government employees are not "influenced in the performance of public duties by the thought of later reaping a benefit from a private individual." Brown v. District of Columbia Board of Zoning, 413 A.2d 1276, 1282 (D.C. App. 1980); and,

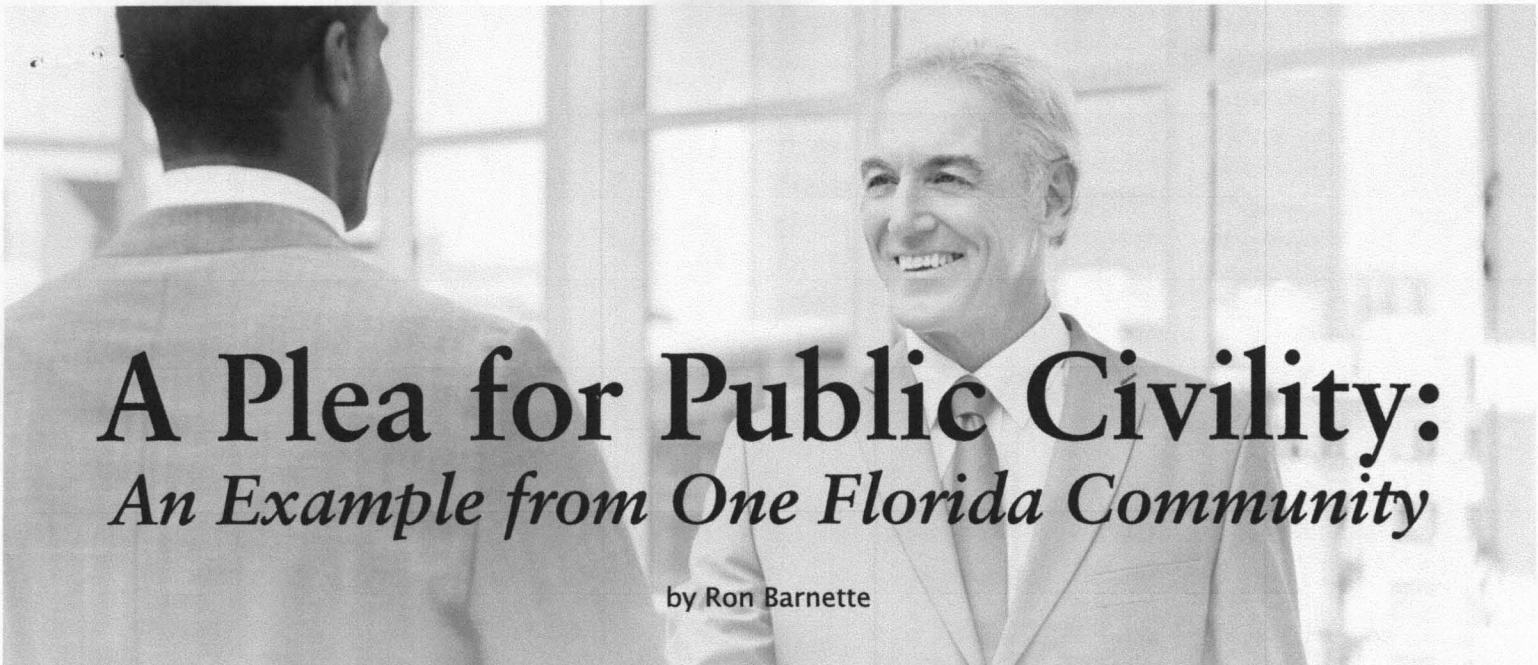
WHEREAS, full transparency of all political money is necessary for the growth of an educated and informed electorate; and,

WHEREAS, with nearly $6 billion spent in the 2012 elections, where the vast majority came from big special interest donors, politicians are dependent on a tiny percentage of the population to fundraise their campaigns while ordinary voters have less and less influence; and,

WHEREAS, federal agencies such as the Federal Election Commission routinely fail to enforce the anti-corruption rules that already exist;

NOW, THEREFORE, BE IT RESOLVED that it is the position of _____,
County of _____, State of _____, that tough, new anti-corruption laws must be passed by Congress, including legislation to prohibit politicians from taking campaign money from industries they regulate; put limits on unregulated SuperPACs and other groups; increase transparency for campaign funding; stop elected representatives and senior staff from negotiating jobs while in office and bar them from all lobbying activity for five years once they leave; empower all voters through a $100 tax rebate to contribute to the candidates they support; and strengthen federal agencies and House and Senate ethics committees to enforce the rules against politicians and special interests that break campaign finance law.

BE IT FURTHER RESOLVED that _____ hereby includes in its 2015 legislative agenda support for efforts to pass its own anti-corruption legislation, and respectfully urges the _____ Congressional delegation to support and introduce anti-corruption legislation to the House and Senate addressing the issues herein described.



A Plea for Public Civility:
An Example from One Florida Community

by Ron Barnette

Local communities, as well as state and federal officials, have been discussing with some urgency the topics of civility and ethics in the political marketplace, as elected officials are requested increasingly by the voters to conduct themselves in a civil and ethical manner. But what does this mean, and how might our elected officials address these voter concerns responsibly?

With this issue and question in mind, I would like to share the Code of Core Values for Civility and Ethics that my city, Dunedin (population 37,000), has adopted, and to explain why our approach to this important matter has been welcomed by, and successful for, the community at large.

As a given, reflect on the following generic argument:

- Elected leaders pledge to address their constituents' concerns;
- Constituents' concerns are often divided and diverse, and reflected among their elected leaders; thus
- Elected leaders face the issue of resolving conflicts among conflicting concerns.

This is a simple argument that is all too familiar, and should be understood as normal and acceptable among representatives of diverse constituencies. However, it seems to be the case that the conclusion is often one that invites a significant clash of personalities and resulting questions of civility in approach to resolving conflicts. It is at this juncture that I will address this topic directly, and make the case that personality clashes and their often-resulting incivility only work to deter a fair and wholesome democratic process, so vital for all.

Elected leaders, especially at the local level, are watched closely by their residents, who look to them for sound leadership, and with good reason: Local legislation affects a community most directly and immediately. As such, community leaders have a keen ethical responsibility to work on behalf of their community and, at the very least, to reflect this in their commitment to working together with some common principles of conduct that further community interests, independent of the differences they might have over specific issues. Therefore, I want to point out the importance of drafting and approving a code of core values for civility and ethics, such as we have done in Dunedin, in light of one's own particular community aspirations and vision.

For Dunedin, the goals of such a code were to include the following:

- To define acceptable, responsible behaviors for the public's interests;
- To define what it means to be a responsible public servant;
- To promote healthy debate without ad hominem attacks;
- To foster mutual respect among community leaders;
- To encourage and promote thoughtful dialogue and respect among diverse parties; and
- To be self-enforcing as helpful reminders of our individual responsibilities.

The final document reads as follows:

The Dunedin City Commission has adopted a Code of Core Values for Civility and Ethics for members of the City Commission, Boards and Committees to assure public confidence in the integrity of local government and its effective and fair operation.

It is the policy of the City of Dunedin to uphold, promote and demand the highest standards of civility and ethics from all of its officials, whether elected or appointed. Accordingly, members of the City Commission, Boards and Committees should maintain the utmost standards of personal integrity, truthfulness, honesty, civility and fairness in carrying out their public duties, avoid any improprieties in their roles as public servants, and never use their City position or powers for improper personal gain. (F.S. 112.311/City Code Sec. 2-93)

Implementation

The Code of Core Values for Civility and Ethics is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

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For this reason, the Core Values of Civility and Ethical standards shall be included in the regular orientations for the City Commission, Boards and Committees.

Code of Core Values for Civility and Ethics

Integrity – I shall make no promises or commitments I cannot reasonably expect to fulfill, and I shall maintain appropriate social, ethical, and organizational norms in City related activities.

Ethics – I pledge to maintain the highest standards of professional behavior and to comply with the laws, regulations, and policies under which we operate.

Civility – I pledge to help create an atmosphere of respect and civility where individual Commissioners, City Manager, department heads, staff, committee and board members, and the public are free to express their ideas and work to their full potential.

Respect for the Individual – I respect the diversity of Commissioners, staff, committee members, and citizens, to provide fair and equitable treatment in all areas, and to encourage personal and professional growth.

Communication – I pledge to be open, consistent, truthful, and respectful in all communications, written and verbal, as this is vital for reflective and sound decision making for the Dunedin community.

Teamwork – I shall work together with others, with mutual respect, to achieve organizational goals, recognizing that unity of purpose and effort leads to increased productivity and greater accomplishments.

Leadership – I shall lead by example, using appropriate interpersonal skills, and shall strive to maximize citizen and staff involvement to further the vision of Dunedin's quality community.

Creativity and Innovation – I shall strive to stimulate and appreciate new concepts and solutions suggested by all, as Dunedin's creative community is enriched.

Quality – I shall strive for excellence in every phase of our work.

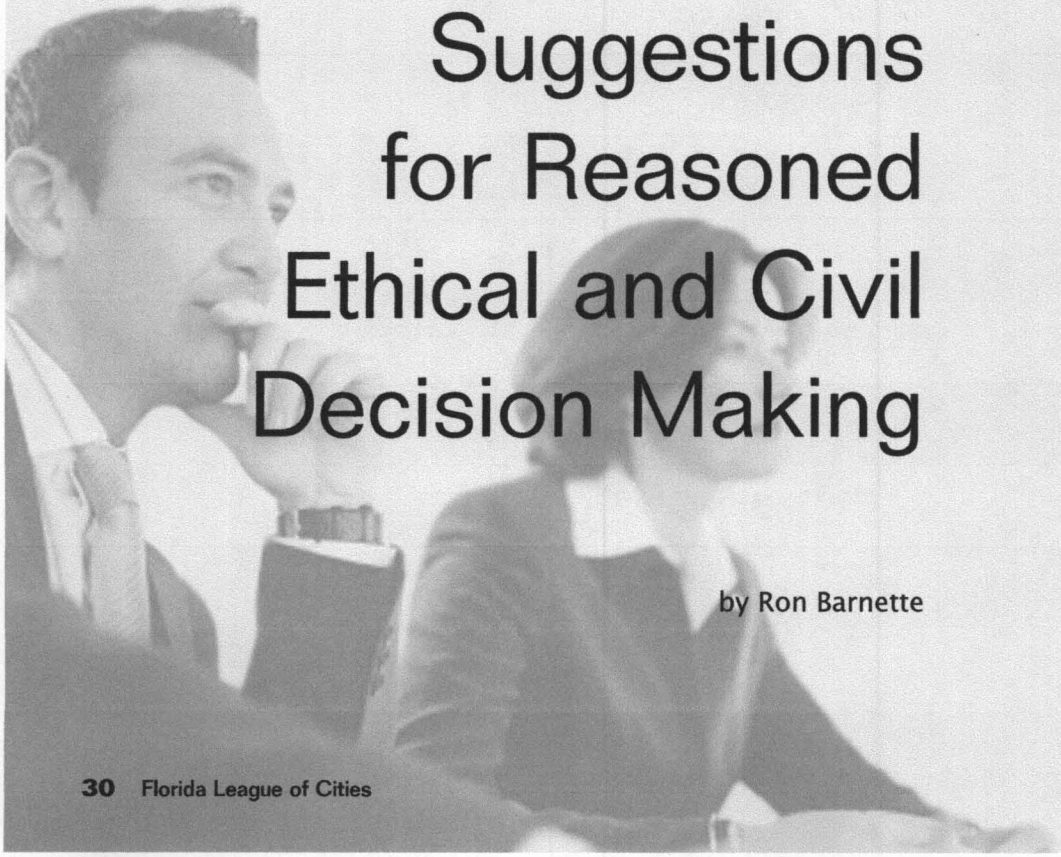
Stewardship – I shall strive to make a positive contribution to our City and to enhance the quality of services throughout the Dunedin community.

Efficiency – I shall work to attain our goals by optimizing the use of our energy, time and resources.

Organizational Sensitivity – I shall consider the impact of all decisions on resources and to recognize the limitations imposed by our environment.

Adaptability – I shall respond efficiently and effectively to the needs of our citizens as well as to changes in our environment.

Recognition – I shall recognize and value individual contributions to the Dunedin community, as the City's mission and vision are pursued.



Some Helpful Suggestions for Reasoned Ethical and Civil Decision Making

by Ron Barnette

In response to requests that I received several years ago concerning suggestions for making clear ethical and civil decisions, I drafted the following as some tools for individual reflections.

I submit that the most effective ethical and civility judgments and decisions are made with a keen blending of the mind's reason, with emotional involvement, and with a check on one's reactive instincts. To this end, the following thoughts serve as an aid for clear, thoughtful, ethical and civil decision making:

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To further the goals listed above, all current and new members of the Dunedin City Commission, city boards and committees undergo an orientation that includes an understanding and commitment to the code for the betterment of the community. By fostering a partnership among city leaders, grounded in basic principles of ethics and civility, we have undertaken a significant step forward for our residents and for ourselves, and have helped educate all to the values of personal conduct which define our city's special character.

Questions and Answers

Q: How has the code been received?
A: Given a clearly explained philosophy of its importance and its self-enforcing nature, all parties have welcomed the code, which was initially approved in 2004. The Dunedin City Commission agreed unanimously to reaffirm its commitment to the code in a public meeting in 2010, and to remind all residents of such in the future.

Q: Has the code made a difference?
A: All parties to the code realize that mutual respect, professional and congenial relationships, and opportunities for positive dialogue only enhance the creative ideas before the city. There has never been a disagreement about the code's effectiveness for enhancing the public's interests.

Q: Does the code diminish or curtail debate and disagreement over issues?
A: Quite the contrary. The code only stipulates the manner in which one conducts oneself in the context of interpersonal actions, which, as a matter of fact, enhances wholesome debate over legitimate differences of opinion, freed from personal, irrelevant attacks and the like. Logic and critical thinking are thus front and center, as they should be in the context of salient, wholesome debates over the public's best interests.

In conclusion, cities in particular can become the leaders in furthering their voters' calls for civility in the political arena, and I hope that Dunedin's "case study" might well further this effort.

Ron Barnette is a Dunedin city commissioner, a conflict mediator and the author of Dunedin's Code of Core Values for Civility and Ethics (2004). He is a professor emeritus of philosophy at Valdosta State University in Georgia, and was co-founder of Valdosta State's Center for Professional and Applied Ethics. While at Valdosta State, Barnette also served as head of the philosophy department and dean of the College of Arts and Sciences before relocating in 2002 to Dunedin. He received his Ph.D. from the University of California, Irvine.

Use Reflective Reasoning

- Utilize ample time to reflect on ideas before making your decision.
- Use a more systematic process for arriving at judgments.
- Reflect on your personal responsibility for making sound judgments.
- Always be collaborative by including diverse ideas and divergent perspectives from others and from your own imagination.
- Balance your own emotions with your reasoned judgment.
- Listen well to the views of others and suspend personal judgment.
- Ask critical questions to clarify the issues.
- Avoid quick "either/or" thinking – the "black or white fallacy" – and avoid ad hominem criticisms of opposing viewpoints.
- Always seek alternative possibilities as you reflect on your own views.
- Consider the consequences and implications of various viewpoints, including your own.
- Justify your position by clear principles of ethics, civility, and logic.

Beware of "Blind Rule" Obedience

- Avoid the tendency to cease or abruptly cut off discussion.
- Evaluate critically a claim that "this is the way we have done this in the past."
- Do not blindly rely on the chair to say, "Do it this way because . . . ."
- Never underestimate nor neglect personal moral responsibility, in spite of what others say or imply.
- Challenge rules, thoughtfully, if you judge that they compete with ethical principles or when they are not logical. This makes for cogent, reflective dialogue, in light of changing times. But always be prepared to alter your views in light of what you hear, and evaluate cogently.
- Always realize that past practices are subject to current realities.

Avoid Visceral Reactions

- Bite your tongue and steer clear of strong visceral responses.
- Do not let emotions rule your reflective judgments; always endeavor to separate issues from personalities.
- Avoid staking out positions and locking on to them blindly.
- Do not talk when it impairs your listening ability.
- Do not see others as "for me or against me."
- Do not allow a personal feeling to prevent thoughtful collaboration and potential agreement . . . a "win-win" is always an ideal for which to strive.

Ethically Speaking
State Laws Cover Appointed Board Members

by Bonnie J. Williams

I believe it is fair to say that there are more misunderstandings about the applicability of state ethics laws to members of advisory boards than there are with respect to any other category of public servant. The misunderstandings are understandable, however, in light of the numbers of ethics statutes and the plethora of distinctions and exemptions within them. It is my hope that the following information will assist appointed board members in becoming familiar with the range and breadth of these laws.

Financial Disclosure

The financial disclosure law has changed over the years in the way it addresses those appointed board members who are required to file. While the law once stipulated that members of advisory bodies (meaning those bodies that were solely advisory in nature) did not have to file financial disclosure, current law abandons this distinction and requires disclosure of the members of the following local appointed boards:

- An expressway authority or transportation authority
- A community college or junior-college district board of trustees
- A board having the power to enforce local code provisions
- A planning or zoning board
- A board of adjustment
- A board of appeals
- Any other board having the power to recommend, create, or modify land planning or zoning (with the exception of citizen advisory committees, technical coordinating committees, and such other groups that only have the power to make recommendations to planning or zoning boards)
- Any other appointed member of a local government board who is required to file disclosure by the appointing authority or the enabling legislation, ordinance or resolution creating the board.

The last of the above categories, the so-called "local government option," is the trickiest. Even though one's position may not meet the criteria contained within any of the first seven categories of boards – and even though one's authority and responsibility on a board may be perceived to be solely advisory in nature – the local government itself may have opted to have members of that board file disclosure. Local governments have been inconsistent in their handling of notification, so it is wise to question the board's attorney as well as the local financial-disclosure coordinator about one's responsibilities in this regard. This is particularly important because late and non-filers are automatically fined $25 per day, up to a maximum of $1,500, for noncompliance.

Conflicts of Interest

Another reason to be confident about one's disclosure status is that one, and only one, of the conflict of interest laws applies strictly to persons who file financial disclosure. This is the law that prohibits a public official from accepting a gift worth in excess of $100 from a person or agent of a person who for compensation seeks, or sought within the past 12 months, to influence decision-making within the official's public agency. This would include those persons traditionally thought of as lobbyists, as well as vendors and other persons employed to influence governmental decisions. This law further requires the reporting of other gifts valued in excess of $100 on a quarterly basis. The only exception to these requirements are gifts from relatives. Full information about this and other ethics requirements is available on the Florida Commission on Ethics' Web site at www.ethics.state.fl.us.

Other conflict-of-interest laws apply equally to all public officers, elected and appointed, and all public employees, although there are some exemptions pertinent to appointed board members. Following are prohibitions contained in the statutes:

- Do not ask for or accept anything of value based on an understanding that it will influence you in your public duties.
- Do not accept anything of value when you know, or should know, that it was given to influence you in the discharge of your public duties.

- Do not use your public position or public resources to obtain a special benefit for yourself or anyone else.
- Do not use or disclose information gained by virtue of your of your public position and not available to the public for personal benefit.
- Do not advocate the appointment, employment, promotion or advancement of a relative to or within your public agency.
- Do not purchase, rent or lease for your agency from your or your spouse's or child's business; and do not rent, lease or sell to your agency or any agency within your political subdivision from your business.
- Do not hold any employment or contract with a business or agency regulated by or doing business with your agency, or which will pose a conflict between your private interests and public duties.

There are a number of exemptions to the last two prohibitions above (conflicting business, employment and contractual relationships), including those relating to depositories of public funds; passage on common carriers; contracts awarded by sealed, competitive bid; emergency purchases; legal advertising; rotation system; sole sources of supply; and utilities services. Additionally, the prohibitions relating to business and employment relationships may be waived in a particular instance for a member of an advisory board by the body or person who appointed the board member with the conflict.

Voting Conflicts of Interest

A voting conflict of interest arises when an official is called upon to vote on a measure that would result in the special private gain or loss of the official, of a principal by whom the official is retained, of a relative, or of a business associate. Appointed local officials are required to abstain from voting in such instances and to file, within 15 days, a Memorandum of Voting Conflict (Commission on Ethics Form 8B), if they elect not to make any attempt to influence the decision. If an appointed official chooses to participate in discussion of the vote, or otherwise try to influence the outcome by oral or written communication, he or she may do so but must either (a) file a Memorandum of Voting Conflict prior to the meeting so that the memorandum can be provided to other members of the board and read publicly at the meeting, or (b) make the disclosure orally at the meeting before participating, followed by the filing of the Memorandum of Voting Conflict. Whether or not one chooses to so participate, abstention from the actual vote is required.

There are many ins and outs within the above-cited strictures, some of which are explained in more detail on the Florida Commission on Ethics' Web site (www.ethics.state.fl.us) and in its brochure "Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees." The Web site also contains copies of the commission's rules and legal opinions interpreting the law since the commission's inception in 1974. If you have questions about any of this information, or if you have a personal issue on which you need guidance, you are encouraged to telephone the commission office at (850) 488-7864 to discuss the situation with an experienced staff member. We pride ourselves on providing prompt service. It is unlikely that your issue will be a novel one, given the many years of opinions and complaint adjudications, but a formal opinion from the commission is an option if staff is unable to comfortably respond based on precedent decisions.

Finally, the commission's Web site contains a link to a training course on the ethics laws and the public meetings and records laws, prepared by commission staff and staff of the attorney general in conjunction with The John Scott Dailey Florida Institute of Government (http://iog.fsu.edu/). Those persons interested in a more comprehensive understanding of these laws related to preservation of the public trust in government are encouraged to enroll.

Bonnie J. Williams is executive director of the Florida Commission on Ethics.

Reprinted from Quality Cities March/April 2004

EXHIBIT C: Stop all Parking on Riverside Drive, Oak and Derby Streets Petition

Petitioning City of Cocoa, Florida

STOP ALL PARKING On Riverside Drive, Oak and Derby Streets!

Brad Baker Cocoa, FL



Brad Baker
Cocoa, FL

114
Supporters

PARKING ON RIVERSIDE DR, OAK & DERBY ST IS HAZARDOUS!

The City of Cocoa is allowing, for undetermined reasons, parking on the narrow roadways of Riverside Drive, Oak and Derby Streets; this causes vehicles to cross into oncoming traffic lanes

to pass around parked vehicles, causing potential serious safety hazards for all Pedestrians, Runners, Cyclists and Motorists. Several years ago, the City of Cocoa erroneously removed the **"NO PARKING"** signs without due diligence and public awareness, therefore creating this dangerous unsafe travel condition and exposing all concerned to potential legal ramifications.

Over the past nine months we have personally viewed several close call potential accidents as a direct result of this ambiguous parking. These near miss head-on collisions were barely avoided only due to the alertness of the Pedestrians, Runners, Cyclists and Motorists. The Cocoa City Council are aware of this and Police Reports have been filed but no corrective action or remedy has been taken.

Riverside Drive and vicinity is a year round, park-like setting highlight, major attraction for thousands of visitors and a major revenue producer for the City of Cocoa. No action is negligent and dangerous to all concerned. This parking calamity will eventually destroy our valued attraction and become detrimental to all property values.

We are asking The City of Cocoa and its City Council to respond to this dangerous situation by replacing the wrongfully removed **NO PARKING SIGNS** on Riverside Drive. We also want the Cocoa Police to start enforcing NO PARKING on Riverside Drive, Oak and Derby Streets.

EVERYONE CAN SIGN THIS PETITION so if you value Riverside Drive, Oak and Derby Streets here in Cocoa and agree with the above then please let your voice be heard by signing this Petition to the City of Cocoa stating **NO PARKING!**

Letter to
City of Cocoa, Florida
STOP ALL PARKING
On Riverside Drive, Oak and Derby Streets

Petition - online as of 12-6-15

Name	City	State	Postal Code	Country	Signed On
Brad Baker				United States	8/13/2015
Loretta Baker	Cocoa	Florida	32922	United States	9/26/2015
JoAnn Glisan	North Wales	Pennsylvania	19454	United States	9/28/2015
Donna Sullivan	Cocoa	Florida	32922	United States	9/30/2015
Robert Sullivan	Cocoa	Florida	32922	United States	9/30/2015
Paul Ouellette	Cocoa	Florida	32922	United States	9/30/2015
Leonard Delia	Key West	Florida	33040	United States	9/30/2015
Tom Futch	Melbourne	Florida	32940	United States	9/30/2015
Claire Boucher-Norman	Cocoa	Florida	32922	United States	10/1/2015
Joseph Keefe	Southborough	Massachusetts	1772	United States	10/1/2015
Gwendolyn Campbell	Cocoa	Florida	32922	United States	10/1/2015
Thomas Fulwider	Summerland Key	Florida	33042	United States	10/1/2015
Wayne Baker	Norwalk	Connecticut	6851	United States	10/1/2015
Douglas Mudge	Key Colony Beach	Florida	33051	United States	10/1/2015
Patricia Ouellette	Cocoa	Florida	32922	United States	10/1/2015
Robert DIvito	Aliquippa	Pennsylvania	15001	United States	10/1/2015
Richard Ladd	Cocoa	Florida	32922	United States	10/1/2015
Alex Schuster	Naples	Florida	34104	United States	10/1/2015
"Robert Kenaston, Jr"	Cocoa	Florida	32922	United States	10/1/2015
Patt Capritta	Palm Bay	Florida	Palm Bay	United States	10/1/2015
Rick Burek	Orlando	Florida	32810	United States	10/1/2015
Jackson McDonald	Cocoa	Florida	32922	United States	10/1/2015
Sarah Baker	Redding	Connecticut	6896	United States	10/1/2015
Mary Kizis	Rockledge	Florida	32955	United States	10/1/2015
sam farruggio	Morrisville	Pennsylvania	19067	United States	10/1/2015
patricia rota	Rockledge	Florida	32955	United States	10/1/2015
Megan Miller	Cocoa	Florida	32926	United States	10/1/2015
Brad Welch	Newtown	Pennsylvania	18940	United States	10/1/2015
jeanne arkin	Key West	Florida	33040	United States	10/1/2015
DORRENE FOLINO	Rockledge	Florida	32955	United States	10/1/2015
jessie granger	COCOA BEACH	Florida	32931-2305	United States	10/1/2015
Barbara McDonald	Cocoa	Florida	32922	United States	10/1/2015
DONNA KETTNER	Cocoa	Florida	32922	United States	10/1/2015
Jacquie Scharff	Melbourne	Florida	32940	United States	10/2/2015
Mike Scharff	Melbourne	Florida	32934	United States	10/2/2015
Mark Smith	Titusville	Florida	32780	United States	10/2/2015
Connie O'Steen	Titusville	Florida	32796-2302	United States	10/2/2015
Susan Rola	Saint Louis	Missouri	63127	United States	10/2/2015
William Cooler	Cocoa	Florida	32922	United States	10/2/2015
Gregory Baker	Riverton	New Jersey	8077	United States	10/2/2015
Guy Guy Graham	Cocoa	Florida	32922	United States	10/2/2015
Daury Lamarche	Marlton	New Jersey	8053	United States	10/2/2015
Randy Worrell	Berlin	New Jersey	8009	United States	10/2/2015
James Roccograndi	Mount Ephraim	New Jersey	8059	United States	10/2/2015
Joseph Fisher	Cherry Hill	New Jersey	8002	United States	10/2/2015

Petition - online as of 12-6-15

Judith Thompson	Walkertown	North Carolina	27051	United States	10/2/2015
Mary O'Neal	Cocoa	Florida	32922	United States	10/2/2015
Michael Harner	Cocoa	Florida	32922	United States	10/3/2015
Stevie Whittaker	Rockledge	Florida	32955	United States	10/3/2015
Greg Linnemeyer	Rockledge	Florida	32955	United States	10/3/2015
Diego Alvarez	Merritt Island	Florida	32952	United States	10/3/2015
James Charland	Cocoa	Florida	32922	United States	10/3/2015
Chris Kridler	Cocoa	Florida	32923	United States	10/3/2015
Drew O'Brien	Rockledge	Florida	32955	United States	10/4/2015
Carol Beringer	Rockledge	Florida	32955	United States	10/4/2015
Sharon Kelly	Rockledge	Florida	32955	United States	10/4/2015
Linda Louden	Cocoa	Florida	32922	United States	10/4/2015
Dwight Skidmore	Summerland Key	Florida	33042	United States	10/4/2015
Chris Rexrode	Rockledge	Florida	32955	United States	10/4/2015
Tracy Rexrode	Rockledge	Florida	32955	United States	10/4/2015
Patrick Boland	Rockledge	Florida	32955	United States	10/5/2015
Janis Harrington	Rockledge	Florida	32955	United States	10/5/2015
George Jenkins	Rockledge	Florida	32955	United States	10/5/2015
Loys Locklear	Cocoa	Florida	32922	United States	10/5/2015
Curt Gunderson	Melbourne Beach	Florida	32951	United States	10/5/2015
Edward Chisolm	Miami	Florida	33161	United States	10/5/2015
Susan Schiro	Minneapolis	Minnesota	55447	United States	10/5/2015
Lou Copp	Rockledge	Florida	32955	United States	10/5/2015
Lester Fritts	Brandon	Florida	33511	United States	10/5/2015
robert lee	Washington Crossing	Pennsylvania	18977	United States	10/5/2015
Mary Ann Kerns-Tompkins	Monaca	Pennsylvania	15061	United States	10/6/2015
Justine Rota	Rockledge	Florida	32955	United States	10/6/2015
Laurie Broadway	Rockledge	Florida	32955	United States	10/7/2015
George Poerner	Robbinsville	North Carolina	28771	United States	10/7/2015
Terry Hess	Titusville	Florida	32780	United States	10/7/2015
anne osiecki	little falls	New York	13365	United States	10/7/2015
Chris Iorio	Cocoa	Florida	32922	United States	10/7/2015
Edna Kerwick	The Villages	Florida	32162	United States	10/8/2015
Debra Farrar	Melbourne	Florida	32940	United States	10/8/2015
Robert Farrar	Melbourne	Florida	32940	United States	10/8/2015
Connie Manasco	Key West	Florida	33040	United States	10/10/2015
Elizabeth Demme-Kenaston	Cocoa	Florida	32922	United States	10/10/2015
Dick Bankhead	Cocoa	Florida	32922	United States	10/15/2015
David O'Neal	Cocoa	Florida	32922	United States	10/20/2015
Carol Callowhill	Summerland Key	Florida	33042	United States	10/23/2015
Abby Oglesbee	Key West	Florida	33040	United States	10/23/2015
Earl Perry	Rockledge	Florida	32955-2438	United States	10/23/2015
Jo Ann Cook	Marathon	Florida	33050	United States	10/23/2015
Matthew Bremer	Rockledge	Florida	32955	United States	10/29/2015
Wendy Tyson	Miami	Florida	33172	United States	10/29/2015
Kim Rudd	Cocoa	Florida	32926	United States	10/30/2015

Petition - online as of 12-6-15

Mary Cooler	Cocoa	Florida	32922	United States	10/30/2015
Cindi Dolberry	Big Pine Key	Florida	33043	United States	10/31/2015
Timothy DiVito	Clinton	Pennsylvania	15026	United States	11/2/2015
VanReenen VanReenen	Satellite Beach	Florida	32937	United States	11/2/2015
Kent Gunderson	Cocoa	Florida	32922	United States	11/2/2015
Brian DiVito	Oakdale	Pennsylvania	15071	United States	11/3/2015
Terry Eikenberg	Miami	Florida	33101	United States	11/3/2015
Aaron Divito	McKees Rocks	Pennsylvania	15136	United States	11/5/2015
Kathleen Killeavy	Cocoa	Florida	32922	United States	11/5/2015
Kaitlyn DiVito	Cranberry Township	Pennsylvania	16066	United States	11/5/2015
richard divito	Aliquippa	Pennsylvania	15001	United States	11/5/2015
Richelle Arlia	Pittsburgh	Pennsylvania	15237	United States	11/5/2015
Chet DiVito	Cranberry Township	Pennsylvania	16066	United States	11/6/2015
Keri Kaylor	Brooklyn	New York	11202	United States	11/6/2015
Eugene Killeavy	Cocoa	Florida	32922	United States	11/8/2015
Pat DiVito	Cranberry Township	Pennsylvania	16066	United States	11/8/2015
Terry Schiro	Chanhassen	Minnesota	55317	United States	11/9/2015
Paul Foulk	Merritt Island	Florida	32953	United States	11/9/2015
Julie Macomber	Marathon	Florida	33050	United States	11/10/2015
Lexus Helmar	Riverton	New Jersey	8077	United States	11/13/2015
Dawn Baker	Riverton	New Jersey	8077	United States	11/13/2015
Kelly Schiro	Minneapolis	Minnesota	55447	United States	11/22/2015
miguel negron	Cocoa	Florida	32922	United States	11/27/2015

Comments

Name	Location	Date	Comment
Loretta Baker	Cocoa, FL	2015-09-26	I am signing because as a resident of Riverside Drive I have witnessed several dangerous traffic situations that involved curb parked vehicles.
Paul Ouellette	Cocoa, FL	2015-09-30	To prevent a potential serious or fatal injury to my family I sign this petition.
Leonard Delia	Key West, FL	2015-09-30	Hazardous for children
Joseph Keefe	Southborough, MA	2015-10-01	We love the Cocoa area, and want to keep it safe for everyone.
Thomas Fulwider	Summerland Key, FL	2015-10-01	unsafe situation
Wayne Baker	Norwalk, CT	2015-10-01	I have walked on riverside drive many times and it is very disappointing that there are cars parked on the street ruining the natural beauty of the street.
Patricia Ouellette	Cocoa, FL	2015-10-01	I am signing because cars parked to the right or left of my driveway on Riverside Drive limit my view of passing cars and pedestrians. This is a real safety issue. No Parking signs should be returned to Riverside Drive ASAP!
Robert DIvito	Aliquippa, PA	2015-10-01	dangerous condition
Patt Capritta	Palm Bay, FL	2015-10-01	This is an unsafe situation
Rick Burek	Summerland Key, FL	2015-10-01	To help avoid a tragic accident and preserve the aesthetics of this area for all to enjoy...
Jackson McDonald	Cocoa, FL	2015-10-01	Riverside Drive is a narrow, scenic, two-lane roadway that was never designed to accommodate parked vehicles. Parked vehicles would constitute a public safety hazard for vehicular traffic, bicyclists, joggers, and walkers. In case of an accident or injury, the City of Cocoa could find itself liable. Residents of Cocoa, visitors, and tourists come in large numbers to Cocoa Village to enjoy the natural beauty of the Indian River, to attend public concerts and other events, and to spend their money at Cocoa Village's shops, restaurants, and watering holes. Parking would detract from the natural beauty of this site and would be detrimental to small businesses.
Sam Farruggio	Yardley, PA	2015-10-01	I believe we must protect safety first
patricia rota	Rockledge, FL	2015-10-01	this is EXTREMELY dangerous! Can't see around cars when I pull on from Oak onto Riverside Dr.!!!
jeanne arkin	Key West, FL	2015-10-01	I support the cause of no parking on any street that interferes with traffic safetym
jessie granger	COCOA BEACH, FL	2015-10-01	Derby St. is one of the few remaining quaint streets near the Village. Lets keep the charm of this beautiful historic area.
DONNA KETTNER	Cocoa, FL	2015-10-01	I live on derby.our street . we no who is in the neighbor hood. we don't need more crime. plus it is hard to back out of driveway. street will be to conjested .the
Mark Smith	Titusville, FL	2015-10-02	The road is to narrow
Barbara Graham	Bozeman, MT	2015-10-02	Parking on Riverside Dr is extremely dangerous to bikers, runners, walkers, and other autos limited to 1 lane.
Randy Worrell	Berlin, NJ	2015-10-02	I drive down this street often.

Name	Location	Date	Comment
Mary O'Neal	Cocoa, FL	2015-10-02	Need to enforce the no parking rules for these streets to ensure the safety of not only walkers, runners and bicyclists, but vehicle traffic as well.
Drew O'Brien	Rockledge, FL	2015-10-04	This is dangerous and totally unnecessary. The City of Cocoa needs to act; not react before someone is seriously hurt.
Sharon Kelly	Rockledge, FL	2015-10-04	I want to preserve the beauty and safety of Riverside Drive -- a treasure to our area.
Patrick Boland	Rockledge, FL	2015-10-05	Very dangerous situation every time cars are parked along the road.
George Jenkins	Rockledge, FL	2015-10-05	Just a very dangerous situation.
Loys Locklear	Cocoa, FL	2015-10-05	I travel Riverside Drive and it does cause traffic hazards for all traveling on this road....
Curt Gunderson	Melbourne Beach, FL	2015-10-05	This road is way to narrow to allow parking.
Susan Schiro	Minneapolis, MN	2015-10-05	I have relatives living on that street and I see first hand the danger when I visit and try to walk across the street to access the park.
Lou Copp	Rockledge, FL	2015-10-05	I have a hard time getting home. My street in one way so I have no choice, I have to drive up from the river . A moving truck on the street in front of oleander a car on the other side of the street. No way to get through. Ambulance anyone ?
Mary Ann Kerns-Tompkins	Monaca, PA	2015-10-06	Im signing this petition because this problem needs remedied for the safety of all concerned.
Justine Rota	Rockledge, FL	2015-10-06	I drive on this portion of River Road frequently. The parked cars cause a safety hazard to cars and pedestrians as they obscure the visibility on the road. Also, cars are not able to pass in their respective lanes and must veer into the other lane to go around the parked cars.
Laurie Broadway	Rockledge, FL	2015-10-07	I find it dangerous to deal w/oncoming traffic; esp the area just south of Derby on the Riv Rd
anne osiecki	little falls, NY	2015-10-07	Who would want more accidents and maybe death?
Chris Iorio	Cocoa, FL	2015-10-07	The view of traffic from my driveway is constantly blocked by cars and trucks. I have been involved in many near misses. Even slowly creeping out of my driveway does not help if I still can not see approaching traffic. I have called the police, but even after the officer agreed I could not see enough to safely exit my driveway he still could not write a ticket, give a warning or make the truck move. To enter my driveway I have to cross a double yellow line and face on-coming traffic. I have also been to Cocoa City Council and explained the situation where I was told they would re-schedule a meeting. That was over a month ago. The question remains: why is on-street parking for Oleander Pointe condo residents more important than public safety??!
Debra Farrar	Melbourne, FL	2015-10-08	Riverside Road is simply too narrow for on-street parking. Why create a potential accident when the solution is rather obvious....don't allow on-street parking.
Robert Farrar	Melbourne, FL	2015-10-08	Jogging, biking safety
David O'Neal	Cocoa, FL	2015-10-20	Parking on Riverside Drive near Cocoa Village is dangerous.
Carol Callowhill	Summerland Key, FL	2015-10-23	I believe this would be a mistake on several levels. Safety being my primary concern, especially when my grandchildren visit. Please reconsider such a decision. Thank you.

Name	Location	Date	Comment
Wendy Tyson	Miami, FL	2015-10-29	I have a friend that lives up in that area. We drove into the area to visit my friend and I have to admit, several of the roads up there are confusing and tight to navigate with the parking such as it is. I say for everyone's safety and for the horror of the potential of a driver suffering the results of an accident, parking should be stopped.
Mary Cooler	Cocoa, FL	2015-10-30	Why wait until someone is killed before someone on the board will decide it's dangerous? No parking!!!
Brian DiVito	Oakdale, PA	2015-11-03	Safety concerns
Kathleen Killeavy	Cocoa, FL	2015-11-05	I frequently drive,cycle and run on Riverside Drive as do many other residents of Brevard County. Permitting parking on Riverside Drive, Oak and Derby streets would create a dangerous situation and unnecessarily ruin the open space view that county residents have come to enjoy.
Chet DiVito	Cranberry Township, PA	2015-11-06	This would surely cause a safety problem
Eugene Killeavy	Cocoa, FL	2015-11-08	Parking on Riverside makes it more dangerous for drivers, cyclists and runners who use the road.
Dawn Baker	Riverton, NJ	2015-11-13	Stop all parking riverside dr.

CITIZENS ~ RUNNERS ~ CYCLISTS ~ WALKERS ~ FRIENDS

PARKING ON RIVERSIDE DR, OAK & DERBY ST IS HAZARDOUS!

The City of Cocoa is allowing, for undetermined reasons, parking on the narrow roadways of Riverside Drive, Oak and Derby Streets; this causes vehicles to cross into oncoming traffic lanes to pass around parked vehicles, causing potential serious safety hazards for all Pedestrians, Runners, Cyclists and Motorists. Several years ago, the City of Cocoa erroneously removed the **"NO PARKING"** signs without due diligence and public awareness, therefore creating this dangerous unsafe travel condition and exposing all concerned to potential legal ramifications.

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Riverside Drive and vicinity is a year round, park-like setting highlight, major attraction for thousands of visitors and a major revenue producer for the City of Cocoa. No action is negligent and dangerous to all concerned. This parking calamity will eventually destroy our valued attraction and become detrimental to all property values.

We are asking The City of Cocoa and its City Council to respond to this dangerous situation by replacing the wrongfully removed **NO PARKING SIGNS** on Riverside Drive. We also want the Cocoa Police to start enforcing NO PARKING on Riverside Drive, Oak and Derby Streets.

PLEASE let your voice be heard by signing this Petition to the City of Cocoa stating **NO PARKING!**

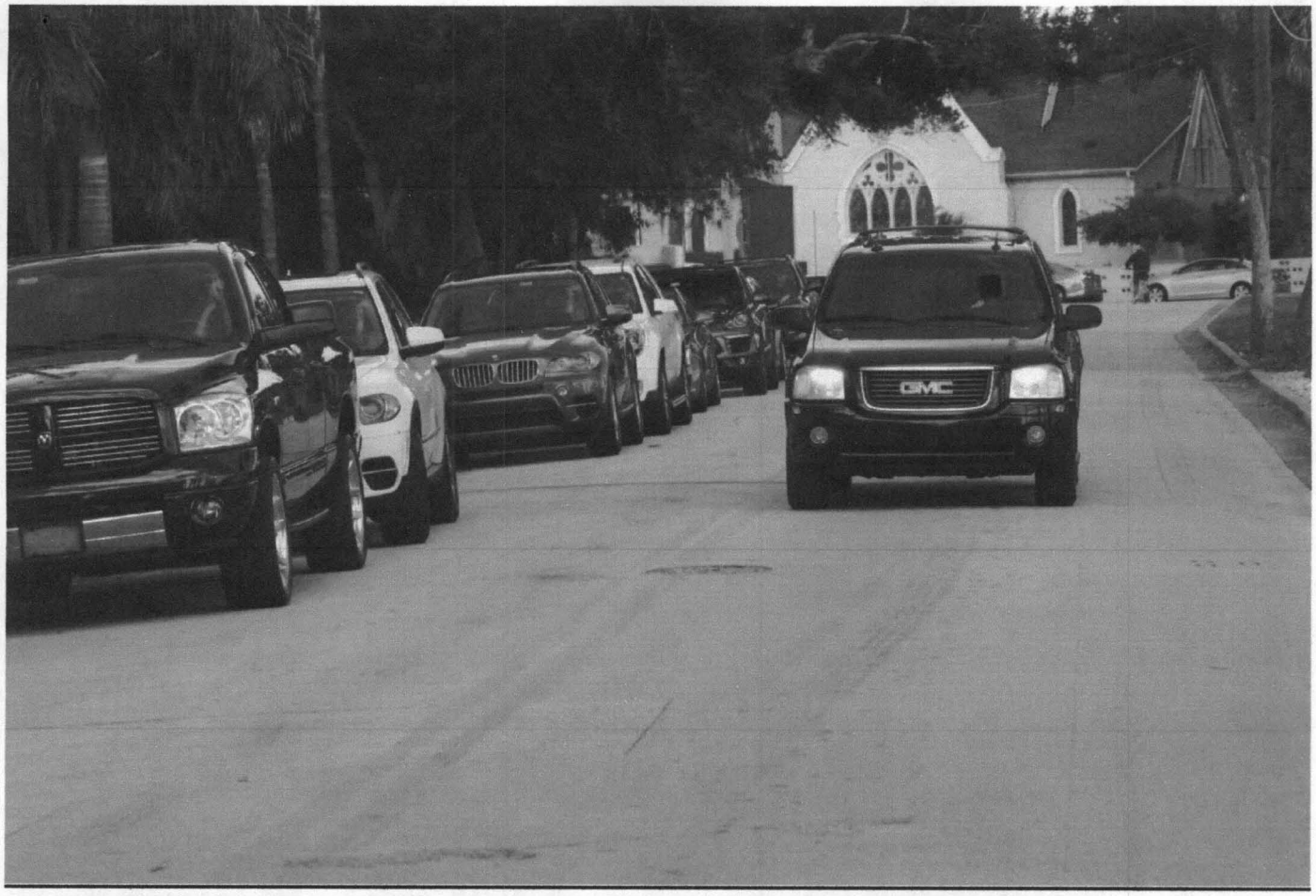
*** **EVERYONE CAN SIGN THIS PETITION** so please forward this to your family and friends so they have the opportunity to support you and this justifible cause!

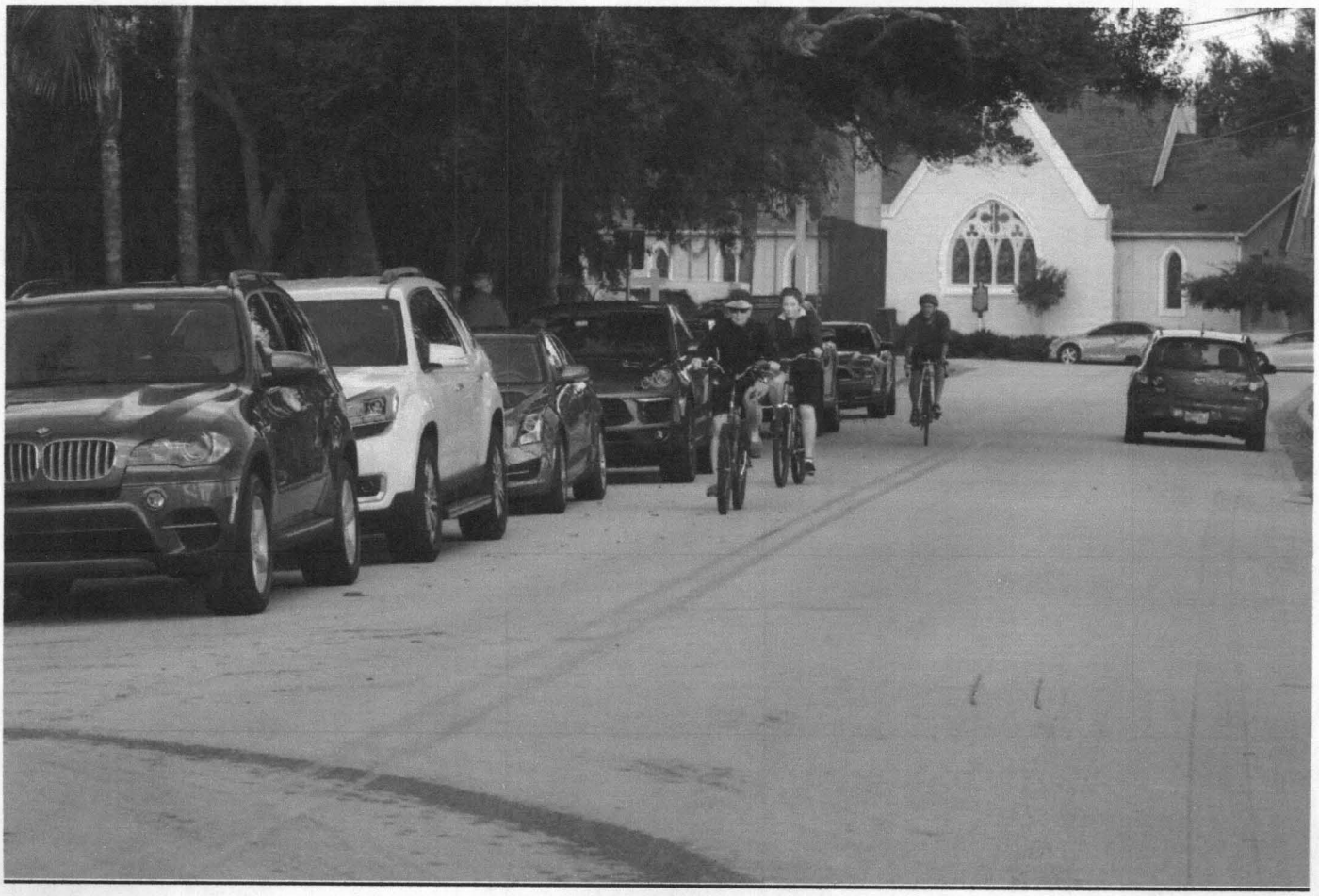
ACT NOW and SIGN THIS PETITION

OR

SIGN ON-LINE AT **http://chn.ge/1KRQ7cH**

NO PARKING ON RIVERSIDE DRIVE, OAK AND DERBY STREETS


GMC



CITIZENS' PETITION TO THE CITY OF COCOA

NO PARKING ON RIVERSIDE DRIVE, OAK AND DERBY STREETS

We, the undersigned Citizens of Cocoa and supporters, oppose any proposed parking on Riverside Drive, Oak and Derby Streets. We wish the Members of the Cocoa City Council, replace the wrongfully removed NO PARKING SIGNS on Riverside Drive. We want the Cocoa Police to start enforcing NO PARKING on Riverside Drive, Oak and Derby Streets.

Print Name	Address	Signature
	32814 Orlando	
Kelvin Norman	1213 Lake Baldwin Lane	
Eve Carrick	21 Riverside Dr	
Claire Norman	21 RIVERSIDE DR.	
Ethan Jouban	7218 Westlake	
Tacie Cerny	29 Riverside Dr	
Julie Bjornson	5816 SE Riverboat Dr 34997	
Vivian Henderson	127 Ocean Garden LN.	
Elena Ocegero	205 CORD 128A	
Amber Bashart	3342 Silverleaf Dr. Rockledge	
Mike Potter	4127 Meadow Pl Unit 203	
Jamie Torres	277 Lansing Island	
Frederick Carrick	8941 Lake Dr	
Eve Carrick	" "	
Matthew Antonucci	29 Riverside Dr Cocoa	
Derek Baxter	29 Riverside Dr Cocoa	
MJ Castellow	277 Lansing Island Dr.	
James Risley	27 Riverside Drive Cocoa	
Terry Crabtree	8206 Persimmon Irving Tx	
	21 Riverside Drive, Cocoa	

Kindly return signed Petitions to: Claire Norman, 21 Riverside Dr. #501, Cocoa, FL 32922 or email to norm4801@aol.com Thank you for your support!

CITIZENS' PETITION TO THE CITY OF COCOA

NO PARKING ON RIVERSIDE DRIVE, OAK AND DERBY STREETS

We, the undersigned Citizens of Cocoa and supporters, oppose any proposed parking on Riverside Drive, Oak and Derby Streets. We wish the Members of the Cocoa City Council, replace the wrongfully removed NO PARKING SIGNS on Riverside Drive. We want the Cocoa Police to start enforcing NO PARKING on Riverside Drive, Oak and Derby Streets.

Print Name	Address	Signature
Michael Rudaj	5964 Azalea Ln	
Jamie Torregon	1231 Lake Baldwin Ln	
Katy Crabtree	8206 Persimmon St	
BARBARA EVANS	1534 RIVERSIDE DR	
HANK EVANS	" " "	
Steve Shepard	4340 Canard Rd	
Sandra Maynes	943 Brunswick LN	
Christa Ly	3112 So Atlantic	
Rory Svsorg	230 Fortenberry Rd	
Michelle Ross	6055 Grissom	
Sylvia Rhynes	400 N. Range Rd	
Linda Raunbolt	1086 Canton St Palm Bay FL	
LISA MUANANE	1243 WALNUT GROVE Way Rockledge	
Cheryl DCruz	485 Gails Way Merritt Isl	
Franky Xavier	3704 Windsor Driv, Cocoa	
Jackelyn Xavier	" "	
Susana Bonilla	299 Camerelli Rd SW	

Kindly return signed Petitions to: Claire Norman, 21 Riverside Dr. #501, Cocoa, FL 32922 or email to norm4801@aol.com Thank you for your support!

Legislation Details (With Text)

File #:	15-600	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Consent Agenda
File created:	12/14/2015			**In control:**	City Council
On agenda:	1/12/2016			**Final action:**	
Title:	To Authorize the City Manager to Sign Amendment #1 to Task Order 2014 (Change Order No. 1 to P.O. 67460) with Quentin L. Hampton Associates, Inc. for Additional Services during Construction (SDC) for the Industrial Park Pump Station Improvements, Project No. WS1001. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-UT-Quentin Hampton-2014-14.1 (12-11-15) $23,033 Industrial Park SDC C.O. Proposal Industrial Park Contingency Use				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 14, 2015
Agenda Date: January 12, 2016
Prepared By: Cassandra McCall, E.I., Associate Engineer
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Authorize the City Manager to Sign Amendment #1 to Task Order 2014 (Change Order No. 1 to P.O. 67460) with Quentin L. Hampton Associates, Inc. for Additional Services during Construction (SDC) for the Industrial Park Pump Station Improvements, Project No. WS1001

BACKGROUND:

On June 12, 2012, City Council approved RFQ Q-12-06-COC with Quentin L. Hampton Associates Inc. (QLH) to provide Engineering Services for Design, Permitting, and Services during Construction of Utility Conveyance Systems Upgrades and Expansions.

On July 8, 2014, City Council approved Task Order 2014-14 with Quentin L. Hampton Associates, Inc. for $177,323.75 for Construction Phase Services to Replace the Five (5) Million Gallon Industrial Park Tank and Pump Station. Services include: bidding assistance, construction contract administration services, and inspection and geotechnical services including construction material testing.

The construction duration for the Industrial Park Booster Pump Station improvements has been extended due to staff coordination, shop drawing approvals and selection of major components of the project. The additional coordination and approvals have impacted the schedule and requires the

need for additional funds to supplement the services during construction required by Quentin Hampton until construction is complete. Project contingency was prior approved by Council and will be used to fund the additional $23,033 for QLH. If approved, the remaining contingency balance for this project will be $341,944.28.

Staff recommends approval of this amendment to Task Order 2014-14.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$23,033
Account Number	421-4055-536.63-00
Account Name	Infrastructure
Source of Funds:	Operating Revenue
Change Order Amount	$23,033
Original Purchase Order	64073
Original P.O. Amount	$177,323.75
Total number of change orders to date	1
Total amount in change orders to date	$23,033.00

PREVIOUS ACTION:

On June 12, 2012, City Council approved the contract with Quentin L. Hampton Associates Inc. for RFQ Q-12-06-COC to provide Engineering Services for Design, Permitting, and Services during Construction of Utility Conveyance Systems Upgrades and Expansions.

On July 8, 2014, City Council approved Task Order 2014-14 with Quentin L. Hampton Associates, Inc. for Construction Phase Services to Replace the Five (5) Million Gallon Industrial Park Tank and Pump Station.

RECOMMENDED MOTION:

To Authorize the City Manager to Sign Amendment #1 to Task Order 2014 (Change Order No. 1 to P.O. 67460) with Quentin L. Hampton Associates, Inc. for Additional Services during Construction (SDC) for the Industrial Park Pump Station Improvements, Project No. WS1001.

Task Order Request Form

Engr Svcs for Design, Permitting, and SDC of Utility Conveyance

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-12-06-COC **Vendor:** Quentin L. Hampton Associates, Inc.

Dept./Division Name: Utilities/Engineering **Requestor:** Norma E. Hernandez Digitally signed by Norma E. Hernandez DN: dc=org, dc=cocoaf, ou=Utilities, cn=Norma E. Hernandez, email=nhernandez@cocoaf.org Date: 2015.12.11 08:33:10 -05'00' **Date:** 12/11/15

Project Number: WS1001 **Title:** Administrative Assistant

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

AMENDMENT

Amendment to Original Task Order No. 2014-14 **Requested Amendment Amount:** $ 23,033.00

Original Task Order Amount: $ 177,323.75 **Total Revised Amount including all Amendments:** $ 200,356.75

Total number of Amendments including this one: 1

Quote/Proposal #: T.O. 2014-.14.1 **Dated:** 12/11/15 **Amount:** $ 23,033.00

☑ Quote Attached

Benjamin Hayner Digitally signed by Benjamin Hayner DN: dc=org, dc=cocoaf, ou=Utilities, cn=Benjamin Hayner, email=bhayner@cocoaf.org Date: 2015.12.11 09:34:01 -05'00'

Director's Signature

Scope of Services / Justification for Amendment

The construction duration for the Industrial Park Booster Pump Station Improvements has been extended, causing the need for more funds to supplement the additional services during construction required by Quentin Hampton until construction is complete.

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

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2014-14.1

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 12/11/15 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2015.12.11 15:58:31 -05'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: _____ **Signature:** _____ **Title:** City Manager

John A. Titkanich, Jr., AICP

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

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810
FAX: (386) 761-3977
EMAIL: qlha@qlha.com

November 3, 2015

Email Only: cmccall@cocoafl.org
Hard Copy Mailed Only on Request

Cassandra McCall
City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922

INDUSTRIAL PARK BOOSTER PUMP STATION IMPROVEMENTS

Dear Ms. McCall:

As you know, the Contractor's current projected schedule has them completing the project in March 2016 versus December 2015. This additional time will cause us to exceed our inspection budget. Our original task order for the referenced project was based on 6 hours per day, 21 days per month for 10 months. Since mid-February 2015, when construction began, we have averaged 5.45 hours of inspection per day in the 8.5 month period for a total of 972 hours through October.

Due to the Contractor's projected schedule surpassing the original estimated 10 months by 3.5 months, we are requesting augmentation of our purchase order. The amount of the augmentation is **$23,033** (based on 5.45 hrs/day x $57.5/hr x 21 days/mo x 3.5 mos). We feel this request for augmentation is warranted to maintain the current level of construction representation service due to the recent changes in the Contractor's and City's personnel.

We are not requesting additional fees for construction administration, as we will be able to maintain our current level of service to the City for the amount remaining in the purchase order for this line item. It should also be noted that we are requesting the additional inspection at the $57.50 per hour rate which is less than our current contract rate of $62 per hour.

If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely.
QUENTIN L. HAMPTON ASSOCIATES, INC.

David A. King, P.E.
Vice President

DAK:mt

cc: QLH File Array

INDUSTRIAL PARK PUMP STATION IMPROVEMENTS PROJECT NO. WS1001	
Original Contract Amount Approved on 11/25/14, Item VIII.8	$4,445,000.00
Approved Contingency (10% of original contract amount)	$444,500.00
Change Order No. 1	($41,985.41)
Change Order No. 2	($14,574.50)
New T.O. 2015-67 to CH2M Hill for SCADA Programming	($22,962.81)
QLH Additiional Inspection services	($23,033.00)
Remaining Contingency	**$341,944.28**

Legislation Details (With Text)

File #:	15-608	**Version:** 1	**Name:**	Fire Station #2 Scope of Services Approval
Type:	Resolution		**Status:**	Consent Agenda
File created:	12/18/2015		**In control:**	City Council
On agenda:	1/12/2016		**Final action:**	
Title:	Approve Task Order #2016-16 with Architects Design Group for the Scope of Services for the Design-Build Project Delivery of Fire Station #2 (CP16F2); Approve a Resolution authorizing the City Manager to approve change orders in an amount not to exceed 5% of the total cost of the purchase order. (Public Works Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	TO-PW-ADG 2016-16 F2 (12 15 15) $145619 ADG Scope of Services and Fees Fire No. 2 - RESOLUTION - C.O. UP TO 5% CM APPROVAL			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 18, 2015
Agenda Date: January 12, 2016
Prepared By: Charlene Neuterman, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
Approve Task Order #2016-16 with Architects Design Group for the Scope of Services for the Design -Build Project Delivery of Fire Station #2 (CP16F2); Approve a Resolution authorizing the City Manager to approve change orders in an amount not to exceed 5% of the total cost of the purchase order.

BACKGROUND:

During the Strategic Planning Process, it was determined that the Public Safety issues were of top priority. The City entered into an agreement with Architects Design Group (ADG) to provide conceptual fire station design and location analysis. The project included station location analysis, information gathering, spatial needs assessment, site/master planning and conceptual design. ADG conducted a location analysis with selected sites chosen by City Staff. They analyzed calls for service based on the locations chosen and staff determined which locations would be the best fit for the City. At the December 8, 2015 Council meeting, Council approved the Task Orders for Station #1, located on Brunson Boulevard, and Station #3, located on SR524. The location chosen for Fire Station #2 is on Dixon Boulevard near the intersection of Dixon Boulevard and Clearlake Road.

ADG submitted several conceptual drawings for Staff to review and they determined the best facilities

based on size, amenities and functionality. Fire Station #2 is considered the Headquarters Building consisting of administration, training and station operational crew. The project related Scope of Services is describes as preparation of Design Criteria "Bridging" Documents and Project Administration for Design-Build Project Delivery of Fire Station #2, Fire Department Headquarters Station on Dixon Boulevard. The Scope of Services is based on the conclusions and acceptance of the Planning Study previously prepared by ADG for the City.

- Fire Department Headquarters Station - Administration and Four Bay Station
- Completed Conceptual / Schematic Design

The project delivery method shall be Design-Build. ADG will prepare Design Criteria Documents that the City will use for competitive bidding by qualified and licensed Design-Build Contractor Teams. The Design Criteria Documents will include Design Development Phase Drawings and 100% complete Specification / Project Manual for the building. Florida Statutes 287.55(9)(b) states that the design criteria professional who prepares the design criteria package must be selected in accordance with the Construction Competitive Negotiation Act (CCNA) process. The CCNA, section 287.055, Florida Statutes, sets forth requirements for the procurement and contracting of professional architectural, engineering, landscape architectural or land surveying services by governmental agencies.

ADG will provide the professional services according to the following phases of work:

- Phase One: Design - Build Criteria Documents (Design Development Drawings + 100% Complete Specifications in order to solicit proposals from Design - Build Contractor Teams
    - 100% complete site construction plans and specifications
    - Application and approval of site permitting regulatory agencies
- Phase Two: Assistance with Design - Build Team Selection Process
    - Assist in the selection process in accordance with the Florida Statute / CCNA, for the Design - Build Project Delivery
    - Assist with RFP, review proposals, participate in short-list interviews, and Contract Agreement between City and Constructor Team
- Phase Three: Peer Review (Final Construction / Permit Documents)
    - ADG will conduct a review of the completed work prepared by the Design - Build Contractor for compliance with criteria documents prior to acceptance of the work for construction.
- Phase Four: Construction Administration
    - ADG will serve the City as the Owner's Representative during construction to review the performance of the project.
    - The proposal is based on providing eighteen (18) site visits during a twelve 912) month construction schedule to final completion.
- Community Out-Reach Program
    - Prepare and conduct community meetings to involve community leaders and residents of the adjacent neighborhoods to Fire Station #2 in awareness of the project and solicit their support.

Fees Associated with the Project

- Phase One - Design Criteria Documents…….. $50,347
- Phase Two - Selection of Design - Build Team…….. $10,598
- Phase Three - Peer Review of Documents……$10,598
- Phase Four - Construction Administration……..... $17,106
- 100% Site Design / Civil Engineering…….. $26,250
- Technology Systems Design…….$17,020
- Landscape & Irrigation System Design……$8,400
- Construction Cost Estimating……$3,200
- Community Outreach…… $2,100

Total Cost for Design Criteria Professional Fees - $145,619

Staff requests approval of Task Order #2016-16 and the proposed Scope of Services to begin the design and construction process for Fire Station #2 (CP16F2). It is anticipated that the City will begin construction in mid-2016 with substantial completion approximately twelve (12) months later.

STRATEGIC PLAN CONNECTION:

The Strategic Plan Connection identified is Public Safety - where the construction of Fire Station #2 will ensure that public safety resources are strategically allocated to provide the most effective and efficient delivery of public safety services for all residents.

BUDGETARY IMPACT:

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

Amount Requested	$145,619
Account Number	301-3580-519-62-00_
Account Name	Capital Projects - Buildings (CP16F2)_

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

PREVIOUS ACTION:

The City approved ADG Task Order 2015-11 for the Fire Station Location Analysis and Facilities Study and approved Addendum #1 to the CSA.

RECOMMENDED MOTION:

Approve Task Order #2016-16 with Architects Design Group for the Scope of Services for the Design -Build Project Delivery of Fire Station #2 (CP16F2); Approve a Resolution authorizing the City Manager to approve change orders in an amount not to exceed 5% of the total cost of the purchase order.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4194440&GUID=BAD70445-90B9-4CC4-9144-245CDE146E87* is a secure document that has been embedded in this document. Double click the pushpin to view.



November 24, 2015 *(Revised 12/11/2015)*

Scope of Services / Professional Service Proposal
City of Cocoa Continuing Services Agreement – Bid No. RFQ-11-12-COC
Fire Stations #2 Design Criteria Professional "Bridging Services" Proposal / Task Order 3
ADG Project No. 868-11

1. General Description

The project and related Scope of Services is generally described as preparation of Design Criteria "Bridging" Documents and Project Administration for Design-Build Project Delivery of Fire Station #2, Fire Department Headquarters Station on Dixon Blvd. The Scope of Services is based on the conclusions and acceptance of the Planning Study previously prepared by Architects Design Group (ADG) for the City:

- Fire Department Headquarters Station – Administration and Four Bay Station
- Completed Conceptual / Schematic Design

The project delivery method shall be Design-Build. ADG will prepare Design Criteria Documents that the City shall use for competitive bidding by qualified and licensed Design-Build Contractor Teams. The Design Criteria Documents shall include Design Development Phase Drawings and 100% complete Specifications / Project Manual for the building. The selected Design-Build Contractor shall be responsible for preparation of 100% complete Building Permit Documents and Construction of the Project.

The ADG team will also provide 100% complete Site (Civil) Engineering, Landscape and Irrigation and Technology Systems Design Documents, The Civil Engineer shall submit for all required site development permits. ADG shall serve as the City's representative during the bidding and construction phases of the project.

2. Scope of Services

Architects Design Group (ADG) shall serve as the Design Criteria Architect / Project Administrator for the proposed Fire Station #2 Headquarters Station. Allen Engineering, Inc (AEI) as a consultant to ADG shall provide complete site design, permitting and construction observation services for site construction. The proposed services are described as follows:

2.1 Phase One: Design – Build Criteria Documents (Design Development Drawings + 100% Complete Specifications):

Based on the City's approved Conceptual / Schematic Design Documents and any adjustments in the Project requirements and budget, for the Cost of the Work, ADG shall prepare Design-Build Criteria (Bridging) Documents that identify fully the Design-Build Contract Scope of Work. The Design-Build Criteria Documents shall illustrate and describe the further development of approved Schematic Design Documents and shall consist of drawings and other documents

including plans, sections, elevations, typical construction details and diagrammatic layouts of building and site systems to fix and describe the size and character of the project as to architectural, structural, mechanical, electrical, technology systems and such other elements as may be required, to solicit proposals from Design-Build Contractor Teams to complete Construction and Permit Drawings and to build the project. The Design-Build Criteria Documents shall also include complete specifications that identify all materials and systems with required quality levels. The Architect will provide an estimated construction cost of the work at the completion of Design Development Drawings.

2.1.1 100% Complete Site Construction Plans and Specifications

Concurrent with Phase One Services, the Architect shall retain Allen Engineering, Inc (AEI) to prepare complete design and construction documents for site construction. Attached to this proposal is a detailed proposal prepared by AEI identifying approach to the project, a description of engineering services, and proposed professional design fees with associated costs.

2.1.2 Application and Approval of Site Permitting Regulatory Agencies

At the conclusion of Site Design (Civil Engineering) services, as a part of the professional services provided by Allen Engineering, Inc (AEI), the Architect shall provide the city with management, application and approval of site development permits required from all necessary regulatory agencies. The proposal from AEI provides a detailed description of approach and tasks associated with this item.

2.2 Phase Two: Assistance with Design-Build Team Selection Process:

The Architect shall assist the City in the Design-Build Team Selection Process, in accordance with the Florida Statute / CCNA, for the Design-Build Project Delivery. The selected Design-Build Team will complete Final Construction / Permit Documents and construct the project. ADG shall assist in preparation of the Request for Proposal (RFP) solicitation for the Design-Build Team. The Architect will assist in the preparation of the Agreement between the City of Cocoa and the Design-Build entity for the Final Contract for the work. Additionally, the Architect will review and answer Requests for Information (RFI's) from responding Design-Build entities; review Design-Build proposals with written evaluations; and participate in short-list interviews.

2.3 Phase Three: Peer Review (Final Construction / Permit Documents)

At the completion of the Design-Build Team Construction Documents, the Architect shall conduct a review of the completed work prepared by the Design-Build Contractor. The Peer Review shall investigate the 100% Completion Documents including architecture, structural, mechanical/electrical, plumbing and technology systems for compliance with the Design-Build Criteria Documents. The Architect shall provide the City and Design-Build Contractor with red-line,

marked-up drawings and written comments prior to acceptance of the work for construction.

2.4 Phase Four: Construction Administration

The Architect shall serve the City as the Owner's Representative during construction to review the Design-Build Contractor's performance on the project. The Architect shall conduct weekly on-site owner/design-build construction meeting, review and report progress for compliance with criteria documents. The Architect shall review the progress for compliance with construction documents, review contractor's applications for payment and assist in construction issues resolution. The proposal is based on providing eighteen (18) site visits during a twelve (12) month construction schedule to final completion.

2.5 Community Out-Reach Program

The Architect shall prepare for, and conduct, a community out-reach program to involve community leaders and residents of adjacent neighborhoods in awareness of the project and solicit their support.

3. Professional Fee Allocation

The following is the proposed professional fee allocation that is based upon a percentage of construction value (Cost of the Work) as approved during the previously completed Conceptual / Schematic Design task. The percentage of construction cost fee is based on the State of Florida, Department of Management Services "Fee Guide Calculator" for Architectural and Engineering Services. The fee identified is based upon the construction cost for building of above average complexity. The following breakdown illustrates a fee percentage of 7.75%.

3.1. Overall Basis of Professional Design Fee (FS #2 – Headquarters Station):

3.1.1	Building Cost		$ 2,734,910
	Design Fee @ 7.75%	$ 211,955	
3.1.2	Site Cost		$ 353,670
	See Attached AEI Proposal	$ 26,250	
	(Note: Inclusive of $2,200 credit for previous work)		
3.1.3	Technology Cost		$ 148,000
	Design Fee @ 11.5%.	$ 17,020	
3.1.4	Total Project Cost		$ 3,236,580
	Basis for Design Fee	$ 255,225	

3.2. Typical Project Fee Breakdown by Project Phase (Building Only):

3.2.1	Schematic Design Phase @ 15% ……	$ 31,793
3.2.2	Design Development Phase @ 20%	$ 42,391
3.2.3	Construction Documents Phase @ 40%	$ 84,782
3.2.4	Bidding Phase @ 5%	$ 10,598
3.2.5	Construction Phase @ 20%	$ 42,391
3.2.6	**Overall Building Design Fee Basis**	**$ 211,955**

3.3. <u>Project Design Fee Calculation (Design Criteria Package):</u>

Fire Station #2 –Building Design Fee (Design Criteria Package)		
Full Architectural Design Fee	$	211,955
Credit for Schematic Design Completed	<$ 31,793>	
3.3.1. **Phase One: Design Criteria Documents**		
Design Development Plans	$	42,391
100% Complete Specifications / Project Manual (20% of Construction Documents Phase)	$	7,956
Credit for Construction Documents	<$ 76,836>	
3.3.2. **Phase Two: Selection of Design-Build Team**		
Assistance with D-B Selection Process (Bidding Phase Service)	$	10,598
3.3.3. **Phase Three Peer Review of D-B Team Documents**		
Review of D-B Team Permit Documents (Construction Phase Service)	$	10,598
3.3.4. **Phase Four Construction Administration**		
Eighteen (18) Construction Meetings	$	17,106
Credit for Remaining Fees (includes Peer Review)	<$ 14,677>	
3.3.5. **Total Building DCP Fee**	**$**	**88,649**
Total Credit for Design Criteria Project Delivery	**< 123,306>**	
3.3.6. **Additional Design Fees (100% complete Services)**		
• 100% Site Design / Civil Engineering (Note: Inclusive of $2,200 credit for previous work)	$	26,250
• Technology Systems Design	$	17,020
• Landscape + Irrigation System Design	$	8,400
• Construction Cost Estimating (one estimate at conclusion of Design Development)	$	3,200
• Community Outreach	$	2,100
3.3.7. **Grand Total Design Criteria Professional Fees**	**$**	**145,619**

4. Proposed Schedule

		Start	Finish
4.1.	Notice to Proceed (NTP)	To Be Determined	
4.2.	Kick Off Meeting	Week 1	---
4.3.	Review Schematic Design	Week 2	Week 4
4.4.	Schedule Community Out-reach Program	Week 3	TBD
4.5.	Design Development	Week 4	Week 12
4.6.	Review with City	Week 12	Week 13
4.7.	Prepare Design Criteria Package	Week 13	Week 16
4.8.	Review with City	Week 16	Week 18
4.9.	Prepare Bid Documents	Week 18	Week 20
4.10.	Presentation to City Council	Week 18	TBD
4.11	Submit for Site Development Permits	Week 18	Week 28
4.12	Issue for Competitive Bidding	Week 20	Week 24
4.13	Bid Evaluation / Recommendation for Award	Week 24	Week 28
4.14	City Council Approval / NTP	Week 28	TBD
4.15	Prepare Building Permit Docs (D-B Team)	Week 30	Week 38
4.16	Peer Review (DCP Team) / Revise Docs	Week 38	Week 44
4.17	Submit for Permitting	Week 44	Week 46
4.18	Construction – Substantial Completions	Week 48	Week 90
4.19	Final completion	Week 90	Week 94

Note: Initiating Site Development Construction after D-B NTP, prior to Building Permit could save 8 weeks of construction time.

5. Additional Hourly Service Rates

Per hour rates of the Architects, Interior Designers and other personnel are established as follows. These rates are effective from December 2015 through January 2017 [1]:

Principals	170.04/hr.
Associates	127.00/hr.
Project Managers	127.00/hr.
Designers	85.02/hr.
Computer Draftsperson I	71.03/hr.
Computer Draftsperson II	63.48/hr.
Computer Supervisor	85.00/hr.
Threshold Inspector (Certified)	80.70/hr.
Construction Administrators	103.30/hr.
Specification Writer	95.76/hr.
Senior Draftsperson	85.00/hr.
Accounting Services	80.70/hr.
Staff (Word Processor I)	48.43/hr.
Graphic Designer	69.95/hr.
Interior Design Principal	102.24/hr.
Interior Design Designer	75.32/hr.
Interior Design Draftsperson I	65.56/hr.

[1] The hourly rates for December 2015 through January 2017 are the rates identified in the Continuing Services Agreement between Architects Design Group, Inc. and the City of Cocoa, Dated October 27 2011 and adjusted for inflation per CPI (Consumer Price Index), assumed to be 1.7% through 2015/2016

6. <u>List of Sub-Consultants</u>

The following list of sub-consultants are proposed for the project. ADG has worked successfully with these firms on several projects. This is the same team of engineers that collaborated on the City of Cocoa Beach FS 51 project that completed construction in February 2015.

- Civil Engineers ..... Allen Engineering, Inc.
  106 Dixie Lane
  Cocoa Beach, FL 32932
- Structural Engineer ..... Bishop Engineering
  219 Laurel Park Court
  Winter Park, FL 32789
- MEP / FP & Technology Engineers ..... TLC Engineering
  874 Dixon Boulevard
  Cocoa, FL 32922
- Landscape Architect ..... Edward J. Haeck
  PO Box 362445
  Melbourne, FL 32936

7. Certificate of Insurance

ARCHDES-07 RBROOKS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/5/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : RLI Insurance Company A+, XI	13056
INSURED	INSURER B : Catlin Insurance Company	19518
Architects Design Group 333 North Knowles Avenue Winter Park, FL 32789	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			PSB0002744	01/12/2015	01/12/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PSA0001665	01/12/2015	01/12/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			PSE0003117	01/12/2015	01/12/2016	EACH OCCURRENCE AGGREGATE	$ $	4,000,000 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	PSW0002368	01/12/2015	01/12/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
B	Professional Liab.			AED-683560-0116	02/01/2015	01/12/2016	2,000,000		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Cocoa is included as additional insured with respects to General Liability, Auto Liability, and Umbrella Liability when required by written contract

CERTIFICATE HOLDER	CANCELLATION
City of Cocoa 65 Stone St Cocoa, FL 32922	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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8. Subconsultant Proposals

8.1. Civil Engineering: Allen Engineering, Inc., dated November 24, 2015

9. Key Team Members

9.1. Kevin Ratigan, AIA, LEED AP / Design Studio Principal
**Primary point of contact*
9.2. Sonny Fornoles, AIA, / Associate and Project Manager
9.3. Shane Clark / Designer
9.4. Allen Engineering, Inc. / Sub-consultant
**Civil Engineer*
9.4.1. Michael S. Allen, P.E. / Project Director
9.4.2. David A. Lavendar, P.E., LEED AP / Senior Engineer
9.5. TLC Engineering for Architecture / Sub-consultant
**MEP/FP & Technology Engineer*
9.5.1. James Wamsley, P.E., LEED AP / Project Director
9.6. Bishop Engineering / Sub-consultant
**Structural Engineer*
9.6.1. Brad Bishop, P.E. / Project Director
9.7. Edward J. Haeck, ASLA / Sub-consultant
**Landscape Architect*

Legislation Details (With Text)

File #:	15-609	**Version:** 1	**Name:**	FY2015-2016 HOME Disbursement Agrement	
Type:	Report		**Status:**	Consent Agenda	
File created:	12/18/2015		**In control:**	City Council	
On agenda:	1/12/2016		**Final action:**		
Title:	Approve the FY 2015-2016 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $50,975.14. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	15-16 HOME Disbursement Agreement.docx				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 18, 2015
Agenda Date: January 12, 2016
Prepared By: Nancy A. Dresser, Deputy Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the FY 2015-2016 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $50,975.14.

BACKGROUND:

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

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

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

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

Staff recommends Council approve the FY 2015-2016 Brevard County HOME Investment Partnership Program Disbursement Agreement between Brevard County and the City of Cocoa in the amount of $50,975.14 as follows:

***Carry Forward Balance**		$8,586.14
FY 2015-2016 Allocation		42,389.00
Total Contract Amount	$50,975.14	

STRATEGIC PLAN CONNECTION:

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

BUDGETARY IMPACT:

Budgeted Yes

Source of Funds: __X__ Grant Source: HOME Investment Partnership Program

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve the FY 2015-2016 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $50,975.14.

Legislation Details (With Text)

File #:	15-625	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Consent Agenda	
File created:	12/29/2015		**In control:**	City Council	
On agenda:	1/12/2016		**Final action:**		
Title:	Council approval to apply for the Assistance to Firefighters Grant (AFG) to acquire a diesel exhaust capture system for 6 Cocoa Fire Department vehicles, funds to refurbish the existing exhaust capturing units, and the purchase of hazardous materials gas metering devices to be used at incidents. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Internal Application and AFG Notice of Funding Opportunity.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 29, 2015
Agenda Date: January 12, 2016
Prepared By: Jonathan Lamm, Deputy Fire Chief
Through: John A. Titkanich Jr., City Manager
Requested Action:
Council approval to apply for the Assistance to Firefighters Grant (AFG) to acquire a diesel exhaust capture system for 6 Cocoa Fire Department vehicles, funds to refurbish the existing exhaust capturing units, and the purchase of hazardous materials gas metering devices to be used at incidents.

BACKGROUND:

The purpose of the grant is to secure funding for the purchase of firefighting equipment necessary for the safe and efficient operation of the Cocoa Fire Department. The Assistance to Firefighters Grant provides funds to departments for a variety of projects.

The Cocoa Fire Department has conducted a needs assessment and determined that the following items are necessary to the enhanced performance and safety of the organization. The first is the diesel exhaust capturing system for 6 Fire Department vehicles and refurbishing the existing units. Hazardous vehicle exhaust emissions in the fire station are a firefighter's most significant cancer health risk. These systems will help to protect employees from toxic emissions of gasoline and diesel engine exhaust.

The next item would be the purchase of gas detection equipment for hazardous materials events such as natural gas leaks, carbon monoxide leaks, and train and vehicle accidents involving hazardous material. The gas detectors would allow Fire Department responders the ability to monitor hazardous materials to the community and provide information on potential harmful exposures to both citizens and the responders. It would also increase the safety to first responders and the citizens by providing information on the material

which is leaking.

The approximate cost of the items listed above is $100,000 and the Assistance to Firefighters Grant requires a 5% cost share or match.

The Assistance to Firefighters Grant application period opened on December 7th, 2015 and closes on January 15th, 2016. The department will work with the Grants Administrator to prepare and submit the application prior to the deadline.

STRATEGIC PLAN CONNECTION:

Public Safety - Replacing and enhancing our fire exhaust systems and gas detection response capabilities ensures the city is strategically allocating resources to provide the most efficient delivery of public safety for residents and businesses.

BUDGETARY IMPACT:

Budgeted No

If the grant is awarded, the department will return to council to amend the budget at that time. Grant award date is expected sometime after March 2nd, 2016. The City would be committed to a 5% match if the grant is awarded. Source of funds for the 5% match will be determined at that time.

Amount Requested	$ 100,000.00
Account Number	001-2201-522.64-00
Account Name	Capital - Machinery and Equipment
Source of Funds:	Grant Source: Assistance to Firefighters Grant (AFG)
Account Number	001-0000-331.30-01
Account Name	FEMA Assistance to Firefighters Grant

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Council approval to apply for the Assistance to Firefighters Grant (AFG) to acquire the following items:

1. Diesel exhaust capturing system for 6 fire department vehicles
2. Refurbishing the existing diesel exhaust capturing units
3. The purchase of hazardous materials gas detection equipment

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COCOA
FLORIDA

GRANT APPLICATION SUBMITTAL FORM
SECTION I

DEPARTMENT: Fire	**DIVISION: Fire**
POINT OF CONTACT: Gene Prince	**PROJECT MANAGER: David Roque**
NAME OF GRANT: FY 2015 Assistance to Firefighters Grant (AFG)	
CFDA#/CFSA#: 97.044	**DATE DEPT. RECEIVED RFP: 12/3/15**
AMOUNT REQUESTED: $100,000	**GRANT DUE DATE: 01/15/16**
PROJECT DESCRIPTION: **Staff will be applying for funds to purchase diesel exhaust capture systems for 6 Cocoa FD vehicles, as well as funds to refurbish the existing exhaust capture units for gas based vehicles. Once refurbished, units will be able to be removed and installed in newly built Fire Stations. In addition, the grant will be used to purchase gas meters for use during service calls.**	
COUNCIL REQUIRED: X YES NO	**TARGET DATE TO COUNCIL: 1/12/16**
MATCH REQUIRED: X YES NO **(IF YES, HOW MUCH?:)5% - $5,000**	**MATCH BUDGETED: ☐ YES X NO**
REIMBURSEMENT GRANT: X YES ☐ NO	**SCHEDULE FOR REIMBURSEMENT: AS REQUESTED**
Expense Account Number(s) to be used: To be determined	
WHAT ARE THE REPORTING REQUIREMENTS? Reports will be submitted as required by the grant award.	
FUTURE REQUIREMENTS TO CONSIDER:	
IS THE DEPARTMENT PREPARED TO APPLY: X YES ☐ NO	
EXPLAIN:	

Please submit a copy of the grant / request for proposal with this form to the Grants Administrator after the Department Director has signed it.

SECTION II
REQUIRED IF GRANT EXCEEDS $1,000

APPLICATION APPROVALS:

Department Director — 12/18/15 Date

Grants Administrator — 12/21/15 Date

Finance Manager — 12.21.15 Date

Jon Howell 12/21/15

City Manager — 12/22/15 Date

SECTION III

COMMENTS / CONCERNS OR SPECIAL NOTES:

The Department of Homeland Security
Notice of Funding Opportunity (NOFO)

FY2015 Assistance to Firefighters Grants (AFG)

NOTE: Applicants pursuing this funding opportunity who have not obtained a Data Universal Numbering System (DUNS) number and/or are not currently registered in the System for Award Management (SAM) should take immediate action to obtain a DUNS number, if applicable, and then register immediately in SAM. It may take four weeks or more after SAM registration submittal before the registration is active in SAM, then an additional 24 hours for Grants.gov to recognize the information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at http://www.grants.gov/web/grants/register.html

A. Program Description

Issued By

U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

Catalog of Federal Domestic Assistance (CFDA) Number

97.044

CFDA Title

Assistance to Firefighters Grants

Notice of Funding Opportunity Title

FY 2015 Assistance to Firefighters Grants (AFG)

NOFO Number

DHS-15-GPD-044-000-99

Authorizing Authority for Program

Section 33 of the Federal Fire Prevention and Control Act of 1974, Pub. L. No. 93-498, as amended (15 USC § 2229)

Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2015 (Pub. L. No. 114-4)

Program Type

New

Program Overview, Objectives, and Priorities

The Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA), Grant Programs Directorate (GPD) is responsible for the implementation and administration of the Assistance to Firefighters Grant (AFG) Program. The purpose of the AFG Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by providing direct financial assistance to eligible fire departments, nonaffiliated EMS organizations, and State Fire Training Academies (SFTA) for critically needed resources to

equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience.

In awarding grants, the Administrator of FEMA shall consider the following:

- The findings and recommendations of the Technical Evaluation Panel (TEP).
- The degree to which an award will reduce deaths, injuries, and property damage by reducing the risks associated with fire related and other hazards.
- The extent of an applicant's need for an AFG Grant and the need to protect the United States as a whole.

For additional information on program priorities and objectives for the FY 2015 AFG, refer to Appendix B, FY 2015 AFG Programmatic Information and Priorities.

As specified in the "*DHS Quadrennial Homeland Security Review*," the AFG Program supports the basic mission of:

- Strengthen National Preparedness and Resilience

The AFG Program also addresses the following "*Presidential Program Directive – 8, Preparedness Terms*":

- Security
- Resilience
- Prevention
- Protection
- Mitigation
- Response, and
- Recovery

B. Federal Award Information

Award Amounts, Important Dates, and Extensions Available

Funding for the NOFO: $306,000,000[1]
Projected number of Awards: 2500

Period of Performance: Twelve months from the date of award.
For additional information on period of performance extensions, refer to Appendix C: Award Administration Information, VIII. Payments and Amendments.

Projected Period of Performance Start Date(s): 03/31/2016

Projected Period of Performance End Date(s): 03/31/2017

Funding Instrument: Grant

[1] Note that this figure differs from the total amount appropriated under the *Department of Homeland Security Appropriations Act*, 2015, Pub. L. No. 114-4. In this FY 2015 AFG NOFO, percentages of "*available grant funds*" refers to the total amount appropriated—$340,000,000—by Pub. L. No. 114-4 to meet the statutory requirements of § 33 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C. § 2229). A portion of these "available grant funds" will be allocated to the Fire Prevention & Safety (FP&S) program, which will have a separate NOFO and application period. $34,000,000 will be allocated to FP&S for FY 2015.

C. Eligibility Information

Eligible Applicants

Fire Departments: Fire departments operating in any of the 56 states, which include any state of the United States, the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico; or, any federally-recognized Indian tribe or tribal organization are eligible applicants. A Fire Department is an agency or organization having a formally recognized arrangement with a state, territory, local, or tribal authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area.

Nonaffiliated EMS organizations: Nonaffiliated EMS organizations operating in any of the 56 states, which include any state of the United States, the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico; or, any federally-recognized Indian tribe or tribal organization are eligible applicants. A nonaffiliated EMS organization is an agency or organization that is a public or private nonprofit emergency medical services entity providing medical transport, that is not affiliated with a hospital and does not serve a geographic area in which emergency medical services are adequately provided by a fire department.

FEMA considers the following as hospitals under the AFG Program:

- Clinics
- Medical centers
- Medical college or university
- Infirmary
- Surgery centers
- Any other institution, association, or foundation providing medical, surgical, or psychiatric care and/or treatment for the sick or injured.

State Fire Training Academies: A State Fire Training Academy (SFTA) operating in any of the 56 states, which includes any state of the United States, the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico is an eligible applicant. Applicants must be designated either by legislation or by a Governor's declaration as the sole State fire service training agency within a State. The designated SFTA shall be the only State agency/bureau/division, or entity within that State, to be an eligible AFG SFTA applicant.

Eligibility Criteria

AFG has three activities:

- Operations and Safety
- Vehicle Acquisition
- Regional Projects

Each activity has its own application and its own eligibility requirements. These requirements are outlined in Appendix B: Programmatic Information and Priorities

Other Eligibility Criteria

National Fire Incident Reporting System (NFIRS)
NFIRS reporting is not a requirement to apply for any AFG Program; however fire departments that receive funding under this program must agree to provide information to the NFIRS for the period covered by the assistance. If a recipient does not currently participate in the incident reporting system and does not have the capacity to report at the time of the award, that recipient must agree to provide information to the system for a twelve-month period commencing as soon as possible after they develop the capacity to report. Capacity to report to the NFIRS must be established prior to the termination of the one-year performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. Any recipient that stops reporting to NFIRS during their grant's period of performance may be subject to the remedies for noncompliance at 2 C.F.R. § 200.338, unless they have yet to develop the capacity to report to NFIRS, as described above.

There is no NFIRS reporting requirements for nonaffiliated EMS organizations and State Fire Training Academies.

National Incident Management System (NIMS) Implementation
AFG applicants are not required to be in compliance with the National Incident Management System (NIMS) to apply for AFG funding or to receive an AFG award. Any applicant that receives an FY 2015 AFG award must achieve the level of NIMS compliance required by the authority having command and control jurisdiction over the applicant's emergency service operations (e.g., a local government), prior to the end of the grant's period of performance.

Maintenance of Effort
An applicant seeking an AFG Grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO, at not less than 80 percent of the average amount of such expenditures in the two preceding fiscal years to the year this grant is awarded.

Cost Share or Match
Recipient cost sharing is generally required as described below.

In general, eligible applicant shall agree to make available in non-federal funds, an amount equal to and not less than 15 percent of the grant awarded, except for entities serving small communities:

- When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to make available non-federal funds in an amount equal to and not less than 5 percent of the grant awarded.
- When serving a jurisdiction of more than 20,000 residents, but not more than 1,000,000 residents, the applicant shall agree to make available non-federal funds in an amount equal to and not less than 10 percent of the grant awarded.
- When serving a jurisdiction of more than 1,000,000 residents, the applicant shall agree to provide non-federal funds in an amount equal to and not less than 15 percent of the grant awarded.

The cost share for SFTAs will be based on the total population of the State.

The cost share for a Regional application will be based on the aggregate population of the primary first due response areas of the Host and participating partner organizations that execute a Memorandum of Understanding (MOU) as described in Appendix B, VI, Regional projects.

FEMA has developed a cost share calculator tool in order to assist applicants with determining their cost share. The cost share tool is available at: http://www.fema.gov/media-library/assets/documents/100145

Types of Cost Share

- Cash (Hard Match): Cost share of non-federal cash is the only allowable recipient contribution for AFG activity (Vehicle Acquisition, Operations and Safety, and Regional).
- Trade-In Allowance/Credit: On a case-by-case basis, FEMA may allow recipients already owning assets acquired with non-federal cash, to use the trade-in allowance/credit value of those assets as cash for the purpose of meeting their cost share obligation. In order for FEMA to consider a trade-in allowance/credit value as cash, the allowance amount must be reasonable, and the allowance amount must be a separate entry clearly identified in the acquisition documents.
- In-kind (Soft Match): In-kind cost share is not allowable for AFG Overmatch: In the application narrative, an organization may indicate a voluntary pledge to commit additional financial support toward a project(s) cost, which is in addition to their required cost share obligation as detailed in the NOFO and required by law. FEMA will not account for this promised additional funding in the terms of the award. The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applications.

Economic Hardship Waivers

The Administrator of FEMA may waive or reduce recipient cost share or maintenance of effort requirements in cases of demonstrated economic hardship. Please see Appendix C: Award Administration Information for additional information.

D. Application and Submission Information

Key Dates and Times

Date posted to Grants.gov:	11/30/2015 at 8:00 AM EST
Application Start Date:	12/7/2015 at 8:00 AM EST
Application Submission Deadline Date:	1/15/2016 at 5:00 PM EST
Anticipated Program Office Review Dates:	2/15/2016 – 03/02/2016
Anticipated Funding Selection Date:	03/2/2016

Application Submission Extension

In general, DHS/FEMA will not review applications received after the deadline or consider them for funding. DHS/FEMA may, however, extend the application deadline on request for any applicant who can demonstrate good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, or other exigent or emergency circumstances. Applicants experiencing technical issues should notify the FEMA Help Desk as soon as possible.

Key Dates

Event	Suggested Deadline For Completion
Obtaining DNMS Number	Four weeks before actual submission deadline November 23, 2015
Obtaining a valid EIN	Four weeks before actual submission deadline November 23, 2015
Updating SAM registration	Four weeks before actual submission date November 23, 2015
Application submission deadline	Friday, January 15, 2016

Address to Request Application Package
The AFG eGrants system is only accessible through the AFG Application Portal at https://portal.fema.gov/. There are several ways to get AFG Application information:

- AFG Website (http://www.fema.gov/firegrants)
- Grants.gov (http://www.grants.gov)
- US Fire Administration (http://www.usfa.fema.gov)

Hard copies of the application are not available.

In addition, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice is: (800) 462-7585.

Application tutorials and Frequently Asked Questions (FAQs) assist with the online grant application, and highlight lessons learned and changes for FY 2015. For more details, please click here to visit the AFG Website at http://www.fema.gov/firegrants.

NOTE: Do not use any other browsers than Internet Explorer (IE 6 or higher) when entering information. Do not have multiple browser tabs open when entering information, even when using Internet Explorer (IE 6 or higher). There are several known problems entering application information using non-IE browsers or having multiple browsers open, including but not limited to:

- System failure to recognize correct information
- System failure to capture and retain correct information
- System functions like "cut and paste" being disabled

The eGrants system will allow an authorized representative to log in and create a user name and password. This user name and password is specific to the authorized user and must not be shared with other personnel. If the applicant has submitted any Assistance to Firefighters Grants Program (AFGP) applications (AFG, SAFER, FP&S, SCG) in a previous grant cycle, they must continue to use the same username, password, and Dun and Bradstreet Data Universal Numbering System (DUNS) number for any FY 2015 application(s).

If the applicant has forgotten the password or primary point of contact has changed, please visit http://www.fema.gov/assistance-firefighters-grant-program-most-frequently-asked-questions for instructions on how to update and correct the organization's information.

Prior to submission and up to the application deadline, the online application can be saved, retrieved, or edited as required.

Content and Form of Application Submission
DHS makes all funding opportunities available through the common electronic storefront Grants.gov, accessible on the Internet at http://www.grants.gov. If applicants experience difficulties accessing information or have any questions, please call the Grants.gov Contact Center at (800) 518-4726.

Required Forms and Registrations
All required forms have been incorporated into the online application submission.

Application Submission Receipt
Once the application is submitted and received, the primary point of contact listed in the application, will be electronically messaged within the eGrants system.

Unique Entity Identifier and System for Award Management (SAM)
DHS is participating in the Grants.gov initiative that provides the grant communities a single site to find grant funding opportunities. Before applying for a DHS Grant applicants must have a DUNS number and must be registered in SAM.

Instructions for obtaining a DUNS number can be found at the following Website:
http://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html

System for Award Management
Applicant registration in SAM is free. All applicants must register with SAM in order to apply online. Step-by-step instructions for registering with SAM can be found here:
http://www.grants.gov/web/grants/applicants/organization-registration/step-2-_register-with-sam.html.
Please remember that SAM registration is only active for one year and must be renewed annually.

Please allow plenty of time before the grant application submission deadline to obtain a DUNS number and then to register in SAM. It may take four weeks or more after the applicant submits the SAM registration before the registration is active in SAM, then an additional 24 hours for Grants.gov to recognize the information.

FEMA may not make an award to an entity until the entity has complied with the requirements to provide a valid DUNS number and maintain an active SAM registration with current information. If the applicant is noncompliant at the time of award offer, then FEMA may determine the applicant is not qualified to receive an award, and award another applicant.

IMPORTANT: Please ensure that applicant organization's name, address, DUNS number, and Employer Identification Number (EIN) are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA applications. The applicant organization's name in SAM must also match the organization name provided on the applicant's 1199a. Future payments will be contingent on the information provided in SAM; therefore, it is imperative that the information is correct.

Help with SAM - SAM quick start guide for new Recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering

with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at https://www.fsd.gov/fsd-gov/home.do or call toll free (866) 606-8220.

How to Get a Commercial and Government Entity (CAGE) Code - To get a CAGE code, applicants must first be registered in SAM, which is a requirement for doing business with the Federal Government. Applicants will be assigned a CAGE code as part of the SAM validation process, and as soon as the registration is active, applicants can view the CAGE code online by logging in to the SAM account.

Funding Restrictions
Federal funds made available through this award may only be used for the purpose set forth in this award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. Failure to adhere to the award conditions will cause the recipient to be considered in default of the grant agreement, and may require the return of all federal funds disbursed under the grant.

Federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.

Construction or Remodeling/Renovation Costs
Construction costs are *not eligible* under the AFG Grants. Construction includes major alterations to a building that changes the profile or footprint of the structure. Some of these activities may require an Environmental and Historical Preservation review.

Pre-award Costs
Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award. However, costs incurred after the application deadline, but prior to an offer of Award, may be eligible for reimbursement only if the following conditions are met:

- The recipient must submit a written request to FEMA to incur such pre- award costs by providing notification (containing the application number and a justification narrative) to FEMA, via email to the AFG Help Desk at FireGrants@fema.dhs.gov. The notification to FEMA should be concurrent with their acquisition activity, and must be submitted within the eligible timeframe and noted above; and,
- The recipient must receive confirmation from FEMA that the expenses have been reviewed and FEMA has determined the costs to be justified, unavoidable, and consistent with the grant's scope of work.
- Fees for grant writers are considered an exception and may be included as a pre-award expenditure.

Award Limits

Fire Departments and Nonaffiliated EMS organizations
The total amount of funding a fire department or nonaffiliated EMS organization recipient may receive under an AFG award is limited to maximum amounts set by § 33(c)(2) of the *Federal Fire Prevention and Control Act of 1974*, as amended (15 U.S.C. § 2229(c)(2)). These award limits are based on two factors: population served and a one percent aggregate amount of available grant funds.

Generally, the population of the jurisdiction served by the recipient will determine the maximum amount of AFG funding a recipient is eligible to receive. Notwithstanding this limitation based on population, no recipient may receive an award that exceeds one (1) percent of available grant funds in FY 2015, or $3,400,000. FEMA may waive this aggregate cap of $3,400,000 in individual cases where FEMA determines that a recipient has an extraordinary need for a grant that exceeds the aggregate cap. FEMA may not waive the statutory funding caps based on population served.

The following table explains the maximum funding that a recipient may receive in FY 2015:

Population of jurisdiction served by the recipient	Maximum award in FY 2015	Statutory waiver available subject to extraordinary need?
1000,000 or fewer people	No more than $1 million	None available
100,001 – 500,000 people	No more than $2 million	None available
500,001 – 1,000,000 people	No more than $3 million	None available
1,000,001 – 2,500,000 people	No more than $3,400,000	Yes, but no more than $6 million
More than 2,500,000 people	No more than $3,400,000	Yes, but no more than $9 million

Regional applicants will be subject to the funding limitations based on the total population served by the host and participating partners. Additionally, Regional grants awarded are included in the host organization's funding limitations. For example: if a Recipient serves a population of 100,000 or fewer and are the Recipient of a Regional award for $1 million, they have met their cap and are no longer eligible for additional funds through the Operations & Safety or Vehicle activity.

Allocations and Restrictions of Available Grant Funds by Organization Type
Nonaffiliated EMS Organizations: Not more than 2 percent of available grant funds shall be collectively awarded to all nonaffiliated EMS organization recipients.

Emergency Medical Services Providers: Not less than 3.5 percent of available grant funds shall fund emergency medical services provided by fire departments and nonaffiliated EMS organizations.

State Fire Training Academy: Not more than 3 percent of available grant funds shall be collectively awarded to all State Fire Training Academy recipients. Further, not more than $500,000 of available grant funds are eligible per.

Vehicles: Not more than 25 percent of available grant funds may be used by recipients for the purchase of vehicles. Of that amount, FEMA intends to allocate 10 percent of the total Vehicle funds for ambulances.

Micro Grants: The selection of the voluntary Micro Grant option (cumulative federal participation of $25,000), for eligible Operations and Safety activities, does not impact an applicant's request or federal participation under the Vehicle Acquisition or Regional projects. Applicants that select Micro Grants as a funding opportunity choice may receive additional consideration for award.

Management and Administration
Management and administrative expenses should be based only on actual expenses or known contractual costs; requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement.

No more than three percent of the federal share of AFG funds awarded may be expended by the recipient for management and administration (M&A) for purposes associated with the AFG award.

Indirect (Facilities & Administrative {F&A}) Costs
Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414. With the exception of recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant federal agency) is required at the time of application, and must be provided to FEMA before indirect costs are charged to the award. Copies of the indirect cost rate agreements, along with the AFG application number, must be submitted electronically to FireGrants@fema.dhs.gov.

Indirect costs will be evaluated as part of the application for federal funds to determine if they are allowable, reasonable, or disproportionally impact an application's cost benefit.

Other Submission Requirements

Environmental and Historical Preservation (EHP)
As a federal agency, DHS/FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with Federal EHP regulations, laws and Executive Orders as applicable. Recipients proposing projects that have the potential to impact the environment, including, but not limited to modification or renovation of existing buildings, structures and facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a screening form that includes detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy

All Modifications to Facility activities, and any renovation to facilities that would qualify as a modification to facility, that support activities under Training, Equipment, PPE, or Wellness and Fitness will require an EHP Review. Such activities include but are not limited to the installation of:

- Air compressor/fill station/cascade system (fixed) for filling SCBA
- Air quality systems
- Alarm/alerting systems
- Antennas

- Generators (fixed)
- Sprinklers
- Vehicle exhaust systems (fixed)
- Washer/dryer/extractors

AFG Projects that involve the installation of equipment not specifically excluded from a FEMA EHP Review per the GPD Programmatic Environmental Assessment (PEA), ground-disturbing activities, or modification/renovation of existing buildings or structures must undergo a FEMA EHP Review.

No modification project can proceed, with the exception of project planning, prior to formal FEMA approval. Funds for activities that do not require an EHP Review may be requested by the recipient.

The following activities would not require the submission of the FEMA EHP Screening Form:
- Planning and development of policies or processes
- Management, administrative, or personnel actions
- Classroom-based training
- Acquisition of mobile and portable equipment (not involving installation) on or in a building

The AFG EHP Screening form and instructions are available at: http://www.fema.gov/media-library/assets/documents/90195.

Complete the AFG EHP Screening form and submit to the EHP Office at GPDEHPInfo@fema.dhs.gov.

E. Application Review Information

Prior to making a federal award, the federal-awarding agency is required by 31 U.S.C. 3321 and 41 U.S.C. 2313 to review information available through any OMB-designated repositories of government-wide eligibility qualification or financial integrity information. Therefore application evaluation criteria may include the following risk based considerations of the applicant: (1) financial stability; (2) quality of management systems and ability to meet management standards; (3) history of performance in managing federal award; (4) reports and findings from audits; and (5) ability to effectively implement statutory, regulatory, or other requirements.

FEMA will rank all complete and submitted applications based on how well they match the program priorities for the type of jurisdiction(s) served. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities.

Funding priorities and criteria for evaluating AFG Applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the AFG Grant program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The **nine major fire service organizations** represented on the panel are:
- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association

- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

Review and Selection Process
AFG applications are reviewed through a multi-phase process. First electronically pre- scored and ranked; then scored competitively by (no less than three) members of the Peer Panel Review process. Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

i. Pre-scoring Process
The application undergoes an electronic pre-scoring process based on established program priorities listed in Appendix B. Application Narratives are not reviewed during pre-score. Request Details and Budget information should comply with program guidance and statutory funding limitations. The pre-score is 50 percent of the total application score.

ii. Peer Review Panel Process
Applications with the highest rankings from the pre-score process will be evaluated by a Peer review process. A panel of peer reviewers is comprised of a fire service representatives recommended by the National organizations from the CDP. These peer reviewers will assess each application's merits with respect to the detail provided in the Narrative Statement on the activity, including the evaluation elements listed in the Narrative Evaluation Criteria below.

The panel will independently score each project within the application, discuss the merits and/or shortcomings of the application, and document the findings. A consensus is not required. The panel score is 50 percent of the total application score.

iii. Technical Evaluation Process (TEP)
The highest ranked applications will be deemed in the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a Subject Matter Expert (SME) as well as a FEMA Program Office review prior to being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award.

Once the TEP is complete, each applications cumulative score will be determined and a final ranking of applications will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in Appendix B, V. Restrictions on Use of Award Funds.

Narrative Evaluation Criteria

1. **Financial Need (25%)**

Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. This statement should include details describing the applicant's financial distress, summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of their control.

2. **Project Description and Budget (25%)**

This statement should clearly explain the applicant's project objectives and its relationship to the applicant's budget and risk analysis. The applicant should describe the various activities applied for with respect to any program priority or facility modifications, making sure they are consistent with project objectives, the applicant's mission and national, state, and/or local requirements. Applicants should link the proposed expenses to operations and safety, as well as the completion of the project goals.

3. **Operations and Safety/Cost Benefit (25%)**

Applicants should describe how they plan to address the operations and personal safety needs of their organization, including cost effectiveness and sharing assets. This statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, like specific overhead and administrative costs. The applicant's request should also be consistent with their mission and identify how funding will benefit their organization and affected personnel.

4. **Statement of Effect/Impact on Daily Operations (25%)**

This statement should explain how this funding request will enhance an organization's overall effectiveness. It should address how this request will improve daily operations and reduce an organization's common risk(s). Applicants should include how frequently the requested item(s) will be used and in what capacity. Applicants should also indicate how the requested item(s) will help the community and increase an organization's ability to save additional lives and property.

Turndown Notifications

All applicants who do not receive an FY 2015 AFG award will receive a decision notification from FEMA within the eGrants system.

The notification email will briefly describe those application factors that did not adequately align to the higher AFG Program priorities and consequently, why the application did not score high enough for further consideration. Due to the historical volume of applications and turndowns, a detailed debrief for each applicant will not be possible.

F. Federal Award Administration Information

Notice of Award

Once an award has been approved and recorded in the system, an award package is sent to the grant official authorized by the recipient. The award package and email notification will be made within the eGrants system. The authorized grant official should follow the directions in the notification to accept the award documents. The authorized grant official should carefully read the award package for instructions on administering the grant, whether there has been an adjustment to the award, and to become familiar with the terms, conditions and responsibilities of federal awards.

The offered award will remain on hold and be available (for a maximum of 30 days) until the recipient either accepts the award via the online AFG eGrants system, or declines the award. The awardee should follow the directions in the notification to confirm acceptance of the award.
Failure to accept the grant award within 30 days of an offer of Award may result in a loss of funds. Recipients may request additional time to accept the award if needed.

Negotiation of Award
During the offer of an AFG award, the application request(s) may have been modified during the review process, or awarded activities may require EHP review.

If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award.

Administrative and National Policy Requirements
Successful applicants for all DHS/FEMA grant and cooperative agreements are required to comply with DHS Standard Administrative Terms and Conditions, which are available online at:
http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions

Before accepting the award the authorized official should carefully read the award package. The award package contains instructions on administering the grant award, as well as terms and conditions with which the recipient must comply. Recipients must accept all the conditions in this NOFO as well as all Terms and Conditions in the Notice of Award to receive an award under this program.

Reporting
Recipients are required to submit various financial and programmatic reports as a condition of their award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

Federal Financial Reporting Requirements

Federal Financial Reports (SF-425)
Recipients of AFG Grants awarded on or after October 1, 2009, are required to submit semi-annual Federal Financial Reports (FFR) (SF-425). The FFR is to be submitted using the online eGrants system based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant. Reports are due:

- **June 30** (for period January 1 – June 30) and no later than July 30
- **December 31** (for period July 1 – December 31) and no later than January 31
- Within 90 days after the end of the Period of Performance

The Federal Financial Reporting Form (FFR) and instructions are available at the following sites:

Instructions:
https://www.whitehouse.gov/sites/default/files/omb/grants/standard_forms/SF-425_instructions.pdf

SF-425 (FFR) Form:
http://www.whitehouse.gov/sites/default/files/omb/grants/approved_forms/SF-425.pdf

Financial and Compliance Audit Report
For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at http://www.gao.gov/govaud/ybk01.htm, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?SID=876f827f6fae2c4bce610e9427a6d229&node=sp2.1.200.f&rgn=div6.

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at http://www.gao.gov/govaud/ybk01.htm, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2012.

Program Performance Reporting Requirements
The awardees will be responsible for providing updated project(s) information on a semi-annual basis. The recipient is responsible for completing and submitting a programmatic Performance Report using the eGrants system. The programmatic Performance Report is due every six months after the grant's award date, and thereafter until the award is closed out.

Monitoring
Grant recipients will be monitored periodically by FEMA staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance, and administrative processes and policies, activities, and other attributes of each federal assistance award and will identify areas where technical assistance, corrective actions, and other support may be needed.

Recipients have the opportunity to participate in a Post Award Orientation (PAO) to have their questions answered, receive technical assistance or review the terms and conditions of the grant. The PAO is optional.

Closeout
Within 90 days after the end of the period of performance, recipients must submit a final SF-425 and a final performance report (within the closeout module in eGrants system) detailing all accomplishments and a qualitative summary of the impact of those accomplishments throughout the period of performance.

After these reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for three years from the date of the final SF-425.

The recipient is responsible for returning any federal funds that they have liquidated but remain unobligated by the recipient.

G. DHS Awarding Agency Contact Information

Contact and Resource Information

AFG Help Desk
The AFG Help Desk provides technical assistance to applicants for the online completion and submission of applications into the eGrants system, answers questions concerning applicant eligibility and recipient responsibilities, and offers assistance in the programmatic administration of awards. The AFG Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are from 8:00 a.m. to 4:30 p.m., Monday through Friday. All times listed are Eastern Time.

FEMA Regional Fire Program Specialists
Each FEMA region has specialists who can assist applicants with application information, award administration, and technical assistance. Contact information for a Regional Fire Program Specialist can be located on the AFG Website at https://www.fema.gov/fire-grant-contact-information.

eGrants System Information
For technical assistance with the eGrants system or AFG Application or Award questions, please email the AFG Help Desk at FireGrants@fema.dhs.gov. The Help Desk can also be contacted at (866) 274-0960.

Environmental and Historical Preservation (EHP)
- EHP Screening forms and instructions are available at http://www.fema.gov/media-library/assests/documents/90195
- AFG recipients requiring EHP assistance should contact the GPDEHP Team at: GPDEHPInfo@fema.dhs.gov

H. Additional Information

Extensions
Extensions to this program are allowed.

Extensions to the Grant Period of Performance
An award's period of performance must be active for a recipient to submit a proposed extension request to FEMA. Recipients should request extensions sparingly and only under exceptional circumstances. **Approval is not guaranteed**.

Extensions to the initial period of performance identified in the award will only be considered through formal requests, via the eGrants system, and must contain specific and compelling justifications as to why an extension is required.

All extension requests must contain:
1. Grant Program, Fiscal Year, and award number
2. Reason for delay—this must include details of the legal, policy, or operational challenges being experienced that prevent the final outlay of awarded funds by the applicable deadline

3. Current status of the activity/activities
4. Approved period of performance termination date and new project completion date
5. Amount of funds drawn down to date
6. Remaining available funds, both federal and non-federal
7. Budget outlining how remaining federal and non-federal funds will be expended
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position/person responsible for implementing the plan for completion
9. Certification that the activity/activities will be completed within the extended period of performance without any modification to the original Statement of Work approved by FEMA

Requirements for Consideration

To be eligible for consideration, requests must be submitted via the eGrants system. Requests should be submitted no earlier than 120 days but no later than 60 days prior to the end of the award's period of performance.

- In accordance with FEMA policy, extensions are reviewed on a case-by-case basis, and typically granted for no more than a six-month time period. Extension requests will be granted only due to compelling legal, policy, or operational challenges. The review process can take up to 30 days or longer. This review period should be factored into the timing of when to submit a request for an extension.

Example: Recipients may request an extension, when not adjusting the timeline for liquidating obligations would constitute a verifiable legal breach of contract by the recipient with vendors or sub-recipients; or where a specific statute or regulation mandates an environmental review that cannot be completed within this timeframe; or where other exceptional circumstances warrant a discrete waiver.

APPENDIX A – FY 2015 AFG Program Updates-

Appendix A contains detailed information on changes between FY2014 and FY2015 to the AFG Program.

I. New for FY2015

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

On December 26, 2014, DHS adopted the Office of Management and Budget's (OMB) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* in 2 C.R.R. Part 200 establishes a uniform set of mandatory requirements for federal awards to non-federal entities. These requirements apply to all awards made after December 26, 2014, including all FY 2014 and 2015 AFG awards. This regulation (also commonly referred to as the "Super Circular" or "Omni Circular") is available at: http://www.ecfr.gov/cgi-bin/text-idx?SID=c1e355be139798e0c2583b0136a0fae7&mc=true&tpl=/ecfrbrowse/Title02/2cfrv1_02.tpl.

A crosswalk that highlights policy changes, clarifications, and updates to policy provisions, is available at: https://www.whitehouse.gov/sites/default/files/omb/fedreg/2013/uniform-guidance-crosswalk-from-predominate-source-in-existing-guidance.pdf.

Equipment Priorities for Nonaffiliated EMS Organizations

As the basic mission of nonaffiliated EMS organizations is to provide BLS/ALS care and transport in support of the public and emergency responders; all rescue/extrication equipment will now be considered a Medium priority for EMS organizations.

Product Lifecycles

Historically, for most eligible equipment (e.g., hose, ladders, hand tools, etc.), the highest funding priority is for equipment that is 15 years or older in age, or obsolete by default per a recognized standard (e.g., *NFPA 1851: Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting*). However, for FY 2015 the useful operational life of EMS technology-based equipment has been adjusted to an eight-year replacement lifecycle in many cases. EMS technology-based equipment categories have been marked with "technology" in the funding priority chart available in Appendix B, II. Equipment.

Transitioning Titles in Emergency Medical Services

The US Department of Transportation, under the National EMS Scope of Practice Model, is in the process of changing titles for EMS providers. Under this program, the titles below are changing, and FEMA will incorporate these changes into each grant cycle.

- First Responder to Emergency Medical Responder (EMR)
- Emergency Medical Technician-Basic (EMT-B) to Emergency Medical Technician (EMT)
- Emergency Medical Technician Intermediate/85 (EMT-I) to Advanced EMT (AEMT)
- Emergency Medical Technician Intermediate/99 to Paramedic
- EMT-Paramedic (EMT-P) to Community Paramedics (Paramedics with Primary Care certification)

Appendix B –Programmatic Information and Priorities

Appendix B contains detailed information on AFG Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

I. Ineligible Applications and/or Organizations

FEMA considers two or more separate fire departments or, nonaffiliated EMS organizations, sharing the same facilities as being one organization. This determination is designed to avoid the duplication of benefits.

If two or more organizations share facilities and each submits an application in the same program area, FEMA may deem all of those program area applications ineligible.

Examples of other ineligible applicants include:

- While fire departments and nonaffiliated EMS organizations may share some common program priorities, there are some restricted activities for nonaffiliated EMS organizations. Nonaffiliated EMS organizations are not eligible to request any activity that is specific or unique to structural/proximity/wildland firefighting gear.
- Fire departments that are a Federal Government entity, or contracted by the Federal Government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land.
- Fire departments or nonaffiliated EMS organizations that are not independent entities; but are part of, controlled by, or under the day-to- day operational command and control of a larger department, agency, or Authority Having Jurisdiction (AHJ).
- Fire-based EMS organizations are not eligible to apply as a nonaffiliated EMS organization.
- Auxiliaries, hospitals, or fire service associations or interest organizations that are not the AHJ over the applicant.
- State or local agencies, or subsets of any governmental entity, or any authority that do not meet the requirements as defined by 15 USC § 2229(a)(7).
- An applicant that submits two or more applications for the same equipment or other eligible activity. For example, if an applicant submits two or more applications, one under the Regional activity, and one under the Ops and Safety activity for SCBA, both applications may be disqualified. If an applicant submits two separate applications for the same activity (e.g., two separate vehicle applications) during the same application period, both applications may be disqualified.
- Dive teams, search and rescue squads, or similar organizations that do not provide medical transport.
- Fire departments or nonaffiliated EMS organizations that are for profit.

II. Supporting Definitions for this NOFO

Authority Having Jurisdiction (AHJ): (Per NFPA101-2015 Edition: Life Safety Code) is that person or office charged with enforcing the Life Safety Code.

Automatic Aid: (Per NFPA 1710, 3.3.2.1 - 2010 edition and NFPA1720 - 2009) is a plan developed between two or more fire departments for immediate joint response on first alarms.

Mutual Aid: (Per NFPA 1710, 3.3.2.1 - 2010 edition and NFPA1720 - 2009) is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner.

Metro Department: A metro fire department is one that has minimum staffing of 350 paid, career firefighters as defined by the International Association of Fire Chiefs (IAFC). AFG collects information on metro departments for statistical purposes only. Status as a metro department is not a factor in scoring or funding.

Primary First Due Response Area: The geographical area in proximity to a fire or rescue facility, and normally served by the personnel and apparatus from that facility in the event of a fire or other emergency.

III. Community Classifications

The information the applicant organization supplies in Department Characteristics I and II of the AFG application determines whether the jurisdiction is identified by FEMA as urban, suburban, or rural. The community classification will determine the funding priority.

The US Census Bureau's urban-rural classifications are fundamentally a delineation of geographical areas. For more information, please visit: http://www.census.gov/geo/www/ua/urbanruralclass.html.

Some of the FY 2015 demographics for determining urban, suburban, or rural are:

Community	Urban	Suburban	Rural
Population of primary first due response area	>3,000 sq. mi. or 50,000 + population	1,000-2,999/sq. mi. or 25,000-50,000 population	0-999/sq. mi. or <25,000 population
Water Supply (percentage of primary first die response area covered by hydrant service)	75-100% hydrants (municipal water)	50-74% hydrants	<50% hydrant
Land Use within Primary first due response area	<25% for agriculture (based on zoning) industrial and commercial combines >50%	25-49% used for agriculture (based on zoning) industrial and commercial combined >25%-49%	50% used for agriculture (based on zoning) industrial and commercial combined <25%
Number of stations per square mile within primary first due response area	<3 sq. mi. per station	3-9 sq. mi. per station	>10 sq. mi. per station

IV. Application Tips

The following information may be useful when preparing a competitive application:

- National Fire Protection Association (NFPA) – "*FREE ACCESS*" - As part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free. Please visit: http://www.nfpa.org/freeaccess.
- Eligible applicants may submit only one application for each activity (Vehicle Acquisition, Operations and Safety, or Regional), but may submit for multiple activities within each activity.
- Fire-based EMS training and equipment must be applied for as a fire department under the AFG activity Operations and Safety.
- Regional Applicants are eligible to only apply for Training, Equipment, and/or PPE within Operations and safety, and Vehicle Acquisition.
- SFTA Applicants are only eligible to apply for Equipment, and/or PPE within Operations and Safety, and Vehicle Acquisition.
- Successful Regional applicants will be subject to the funding limitations based on the total population served by the host and participating partners. Any Regional award made will not impact, or be included in the host organization's funding limitations.

V. Restrictions on Use of Award Funds

- No AFG funds may be used to support hiring (part-time or full-time), salaries, benefits, or fringe benefits (including but not limited to: contributions for social security, insurance, workman's compensation, pension, or retirement plans) for any personnel.
- Documented back fill and overtime/lost wages costs to support awarded Training activities are allowable personnel expenses.
- Instructor's rates/base rates should be provided as part of the application Narrative, as well as the market researched competitive rate for delivering the requested training.
- If the instruction provided for an awarded training activity is delivered by an existing member(s) of the recipient's organization; only the established base rate of compensation, without benefits or overtime, may be eligible for reimbursement.
- Recipients are encouraged to allow other organizations to benefit from an awarded activity; e.g., filling another organization's SCBA cylinders using a grant funded compressor, or cleaning another organization's turnout gear, or offering excess capacity training opportunities. If Recipients choose to include costs associated with shared benefit (e.g., backfill, overtime, tuition) for members outside of their department, they must apply as a Regional application.
- Improperly requesting an Operations and Safety activity may disqualify the request, for example:
    - Do not request flashlights under PPE. Flashlights are equipment.
    - Do not request RIT packs under PPE. RIT packs are equipment.
    - Do not request a Personal Safety/Rescue Bailout System under equipment; a Personal Safety/Rescue Bailout System is PPE.

VI. Funding Priorities

A. Operations and Safety Training Overview

FEMA has determined that hands on, instructor led training that meets a national, state, or DHS adopted standard and results in a national or state certification provides the greatest training benefit.

All of the following are considerations in pre-scoring and peer review panelists: (HIGH H, MEDIUM M, LOW L)

Fire Department, Regional, and State Fire Training Academy Training Priorities	
H	• Training evaluated using national or state standards. • Training that brings a department into compliance with recommended NFPA or other national standards. • Instructor led training that requires student testing to demonstrate academic competence or practical proficiency. • Training that benefits the highest percentage of applicable personnel, such as the hazardous materials training within a fire department or training that will be open to other eligible organizations.
M	• Training that does not result in certification. • Training that is self-directed/validated.
L	• Training will address an identified risk however it is not associated with compliance to any standards.

Fire Department and Regional Training Priorities				
Training	**NFPA #**	**Urban**	**Suburban**	**Rural**
NFPA 1001 (firefighter I, II)	1001	H	H	H
NFPA (instructor)	1041	H	H	H
NFPA 472 (Hazmat operations)	472	H	H	H
NFPA 1581(infection control)	1581	H	H	H
Confined space (awareness)	1670	H	H	H
Wildland firefighting (basic)	1143	H	H	H
Wildland firefighting certification (red card)	1051/1143	H	H	H
Rapid intervention training	1407	H	H	H
NFPA (officer)	1021	H	H	H
Emergency medical responder	1710	H	H	H
Firefighter safety and survival	1407	H	H	H
Safety officer	1521	H	H	H
Driver/operator	1002	H	H	H
Fire prevention	1/909/913/ 1035	H	H	H
Fire inspector	1031	H	H	H
Fire investigator	1033	H	H	H
Fire educator	1041	H	H	H

Fire Department and Regional Training Priorities				
Training	**NFPA #**	**Urban**	**Suburban**	**Rural**
NIMS/ICS	1561	H	H	H
Firefighter physical ability program	1583	H	H	H
Emergency scene rehab	1584	H	H	H
Critical Incident debriefing	1500/1583	H	H	H
Any training to a National/State or NFPA standards		H	H	H
Compliance with federal/state-mandated program		H	H	H
NFPA (rescue technician)	1006/1670	H	H	H
Emergency Medical Responder to Emergency Medical Technician		H	H	H
Advanced Emergency Medical Technician to Paramedic		H	H	H
Paramedic to Community Paramedic		H	H	H
Vehicle rescue	1670	H	H	H
Other officer	1021	H	H	M
NFPA (ARFF)	1003/402/ 403/408/409 /410/412/ 414/415	H	H	M
Weapons of Mass Destruction (awareness, other/specialized)	472	H	H	L
Mass casualty		H	H	L
Weapons of Mass Destruction (operations)	472	H	H	L
Weapons of Mass Destruction (technician)	472	H	H	L
Hazmat (technician)	472	H	H	L
Training to address a local risk not elevated to a national or state standard		M	M	M
Maritime Firefighting		M	M	M

Fire Department and Regional Training Priorities				
Training	**NFPA #**	**Urban**	**Suburban**	**Rural**
Instructor-led training that does not lead to certification		L	L	L
Self-taught courses		L	L	L
Training not elevated to a national or state standard		L	L	L

Funding Priorities for Nonaffiliated EMS Organizations –Training
AFG provides training grants to meet the educational and performance requirements of nonaffiliated EMS personnel. Training should align with the US National Highway Traffic Safety Administration (NHTSA), which designs and specifies a National Standard Curriculum for EMT training and the National Registry of Emergency Medical Technicians (NREMT), a private, central certifying entity whose primary purpose is to maintain a national standard (NREMT also provides certification information for paramedics who relocate to another state).

A higher priority is assigned to the following due to time and cost of upgrading an organization's response level:

- Organizations seeking to elevate the response level from Emergency Medical Responder (EMR) to Emergency Medical Technician (EMT)
- Organizations seeking to elevate the response level from Advanced EMT (AEMT) to Paramedic
- Organizations seeking to elevate the response level from Paramedic to Community Paramedic
- Organizations seeking to train a high percentage of the active EMRs will receive additional consideration when applying under the Training activity
- The lowest priority is to fund Emergency Medical Responder

Eligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	
• Train-the-trainer courses • Alternative fuel firefighting • Response to natural disasters • Minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure) to support the awarded Training activities (e.g., removal/construction of a non-weight bearing wall) • Overtime expenses paid to career firefighters to attend training or to backfill positions for colleagues who are in training • Compensation to volunteers (Fire and nonaffiliated EMS) for wages lost to attend training; there is no overtime or	• Tuition, exam/course fees, and certifications/certification expenses • Purchase of training curricula and training services (instructors) • Chemical Biological Radiological Nuclear and Explosive (CBRNE) awareness, performance, planning, and management • Travel expenses associated with Type 3 Incident Management Teams (IMT) attending position development/mentoring assignment with national Type 2 or Type 1 IMTs • Those supplies or expendables or one-time use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or

Eligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	
backfill for volunteers	rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training

Ineligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	
• Construction of facilities (buildings, towers, sheds, etc.) • Firefighting equipment or PPE, such as SCBA, used exclusively for training • Remodeling not directly related to grant activities • Any costs associated with planning and/or participating in formal or planned special event exercises to identify user needs, evaluate an organization's performance capabilities, validate existing capabilities, or to facilitate coordination and asset sharing • Supplies, expendables, or common "one-time" use items not in support of Training (e.g., foam, soaps, disinfectant wipes, medical gowns/gloves, bandages, any drug, intravenous bags/fluids, defibrillator pads/electrodes, syringes, cervical collars, batteries, exhaust system filters, and splints)	• Site preparation to accommodate or modify any training activity, facility, or prop that is a permanent or semi-permanent improvement, including but not limited to: landscaping, cutting or grading an access road, trenching, paving a training area, exterior stairs or sidewalks, or the installation of utilities is an ineligible and non-reimbursable Training activity • Purchase or lease of real estate

Eligible Nonaffiliated EMS Training Activities include but are not limited to:	
• Emergency Medical Responder (EMR) • Emergency Medical Technician (EMT) • Advanced EMT (AEMT) • Paramedic • Community Paramedics (Paramedics with Primary Care certification)	• Attendance at formal training forums or conferences providing continuing education credits, etc. • Overtime expenses paid to career nonaffiliated EMS responders to attend training or to backfill positions for colleagues who are in training • Compensation to volunteers (Fire and nonaffiliated EMS) for wages lost to attend training; there is no overtime or backfill for volunteers

Eligible Nonaffiliated EMS Training Activities include but are not limited to:	
	• Supplies or expendables or one- time use items essential to complete the Training activity of a nonaffiliated EMS award's scope of work

B. Operations and Safety - Equipment Overview

AFG Grants fund equipment for effective response, firefighting, rescue, and emergency medical operations to enhance the public safety.

Requesting to replace obsolete or damaged equipment should be to meet a consensus standard (e.g., a personal SCBA face piece for every operational member of an organization).

Reminder: When requesting training for any items in this section, enter the request under Other in Additional Funding in the Request Details section.

NOTE:

- Accountability systems are located under Equipment (moved from PPE).
- All simulators, tow vehicles, and all mobile or fixed fire/evolution props (e.g., burn trailers, forcible entry, or rescue/smoke mazes) are moved from Training to Equipment.
- EMS technology equipment that is considered to have an eight-year replacement priority will be marked as technology in the chart below.

All of the following are considerations in pre-scoring and peer review panelists: (HIGH H, MEDIUM M, LOW L)

Priority	Fire and SFTA (Basic)	Fire Regional (Basic)
H	Appliance(s)/Nozzle(s)	Appliance(s)/Nozzle(s)
H	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA
H	Basic Hand Tools (Structural/Wildland)	Basic Hand Tools (Structural/Wildland)
H	Computers used in support of Training	Computers used in support of Training
H	Electric/Gas Powered Saws/Tools	Electric/Gas Powered Saws/Tools
H	Fit Test Systems	Fit Test Systems
H	Flashlights	Flashlights
H	Foam Eductors	Foam Eductors
H	Generator – Portable	Generator – Portable
H	Hose (Attack/Supply)	Hose (Attack/Supply)
H	Ladders	Ladders

Priority	Fire and SFTA (Basic)	Fire Regional (Basic)
H	Personal Accountability Systems	Personal Accountability Systems
H	Props	Props
H	PPE Washer/Extractor/Dryer	PPE Washer/Extractor/Dryer
H	RIT Pack/Cylinder	RIT Pack/Cylinder
H	Ropes, Harnesses, Carabiners, Pulleys, etc.	Ropes, Harnesses, Carabiners, Pulleys, etc.
H	Simulators	Simulators
H	Thermal Imaging Camera (Must be NFPA 1801 Compliant)	Thermal Imaging Camera (Must be NFPA 1801 Compliant)
H	IDLH Monitoring Equipment	IDLH Monitoring Equipment
H	Mobile computing devices intended to be used on scene (Tablets)	Mobile computing devices intended to be used on scene (Tablets)
COMMUNICATIONS		
H	Base Station (must be P-25 Compliant)	Base Station (must be P-25 Compliant)
H	Headsets	Headsets
H	Mobile Radios (must be P-25 Compliant)	Mobile Radios (must be P-25 Compliant)
H	Mobile Repeaters (must be P-25 Compliant)	Mobile Repeaters (must be P-25 Compliant)
H	Pagers (limited to number of active members)	Pagers (limited to number of active members)
H	Portable Radios (must be P-25 Compliant, limited to number of AFG approved seated positions)	Portable Radios (must be P-25 Compliant, limited to number of AFG approved seated positions)
H	Mobile Data Terminal (MDT)	Mobile Data Terminal (MDT)
EMS/RESCUE		
H **(Technology)**	Automatic Chest Compression Device (CPR)	Automatic Chest Compression Device (CPR)
H	Airway Equipment (Non-Disposable)	Airway Equipment (Non-Disposable)
H **(Technology)**	Automated External Defibrillators (AEDs) BLS Level	Automated External Defibrillators (AEDs) BLS Level
H	Blood Pressure Cuffs	Blood Pressure Cuffs
H	EMS/Rescue Equipment	EMS/Rescue Equipment
H **(Technology)**	Monitor/Defibrillator – 15 leads	Monitor/Defibrillator – 15 leads

Priority	Fire and SFTA (Basic)	Fire Regional (Basic)
H	Power Lift Cots/Stretchers	Power Lift Cots/Stretchers
H	Pulse Oximeters	Pulse Oximeters
H	Responder Rehab Equipment	Responder Rehab Equipment
H	Stethoscopes	Stethoscopes
H	Stretchers/Backboard/Splint, etc.	Stretchers/Backboard/Splint, etc.
EXTRICATION		
H	Cutter/Spreader	Cutter/Spreader
H	Vehicle Extrication Equipment	Vehicle Extrication Equipment
HAZMAT		
M	Basic Hazmat Response Equipment	Basic Hazmat Response Equipment
M	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Monitoring and Sampling Devices	Monitoring and Sampling Devices
INVESTIGATION		
L	Cameras	Cameras
L	Investigation Tools	Investigation Tools
L	Lights	Lights
L	Monitoring and Sampling Devices (specialized)	Monitoring and Sampling Devices (specialized)
SPECIALIZED		
M	Class A Boats (16 to less than 26 feet)	Class A Boats (16 to less than 26 feet)
M	Class One Boats (16 feet or less)	Class One Boats (16 feet or less)
M	Marine equipment (NFPA 1925: Standard on Marine Fire-Fighting Vessels)	Marine equipment (NFPA 1925: Standard on Marine Fire-Fighting Vessels)
M	Mobile Generator	Mobile Generator
M	Portable Pump	Portable Pump
M	Skid Unit	Skid Unit
L	Specialized Equipment (Other)	Specialized Equipment (Other)
L	Tow Vehicles	Tow Vehicles
L	Traffic Preemption systems	Traffic Preemption systems
CNRNE EQUIPMENT		
L	CBRNE-related Equipment	CBRNE-related Equipment
L	Non-Disposable Biological Detection	Non-Disposable Biological Detection

Priority	Nonaffiliated EMS	Nonaffiliated EMS Regional
COMMUNICATIONS		
H	Base Stations (must be P-25 Compliant)	Base Stations (must be P-25 Compliant)
H	Mobile Radios (Must be P-25 Compliant)	Mobile Radios (Must be P-25 Compliant)
H	Pagers (limited to number of active members)	Pagers (limited to number of active members)
H	Portable Radios (Must be P-25 Compliant, limited to number of AFG approved seated positions)	Portable Radios (Must be P-25 Compliant, limited to number of AFG approved seated positions)
H	Headsets	Headsets
H	Mobile Repeaters (must be P-25 Compliant)	Mobile Repeaters (must be P-25 Compliant)
M	Mobile Data Terminal (MDT)	Mobile Data Terminal (MDT)
EMS/RESCUE		
H **(Technology)**	Automatic Chest Compression Device (CPR) moved from basic	Automatic Chest Compression Device (CPR) moved from basic
H **(Technology)**	Automated External Defibrillators (AEDs) BLS Level	Automated External Defibrillators (AEDs) BLS Level
H	ALS/BLS Equipment	ALS/BLS Equipment
H	Backboards	Backboards
H **(Technology)**	Automatic Chest Compression Device (CPR)	Automatic Chest Compression Device (CPR)
H **(Technology)**	Monitor/Defibrillator – 12+ leads	Monitor/Defibrillator – 12+ leads
H	Power Lift Cots/Stretchers	Power Lift Cots/Stretchers
H **(Technology)**	Pulse Oximeters	Pulse Oximeters
H	Suction	Suction
H **(Technology)**	Airway Equipment (Non-Disposable)	Airway Equipment (Non-Disposable)
H	Blood Pressure Cuffs	Blood Pressure Cuffs
H	Responder Rehab Equipment	Responder Rehab Equipment
H	Stethoscopes	Stethoscopes
H	Stretchers/Backboard/Splint, etc.	Stretchers/Backboard/Splint, etc.
M	EMS/Rescue Equipment	EMS/Rescue Equipment

Priority	Nonaffiliated EMS	Nonaffiliated EMS Regional
M	Cutter/Spreader	Cutter/Spreader
M	Vehicle Extrication Equipment	Vehicle Extrication Equipment
BASIC		
H	Computers used in support of training	Computers used in support of training
H	Props	Props
H	Simulators	Simulators
H	Mobile computing devices intended to be used on scene (tablets)	Mobile computing devices intended to be used on scene (tablets)
HAZMAT		
M	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Basic Hazmat Response Equipment	Basic Hazmat Response Equipment
M	Monitoring and Sampling Devices	Monitoring and Sampling Devices

Fire Department, Nonaffiliated EMS, Regional, and State Fire Training Academy Equipment Priorities	
H	• First-time purchase (never owned by applicant) to support existing mission and/or replace obsolete or damaged equipment
M	• Increased capabilities within the department's existing mission, or to meet a new risk
L	• Requesting items for a new mission, or requesting additional supplies, or reserve equipment

Additional Considerations

- Equipment that has a direct effect on firefighters' health and safety
- Age of equipment considered for replacement
- Equipment that operationally benefits other jurisdictions
- Equipment that brings the department into compliance with a national recommended standard, (e.g., NFPA or statutory compliance e.g., Occupational Safety and Health Administration [OSHA])

Note: First time purchase does not apply to the replacement of equipment that has new technology (e.g., radios)

Nonaffiliated EMS Level of Response	
H	• Advanced Life Support (ALS)
H	• Basic Life Support (BLS)

Fire Department, Nonaffiliated EMS, Regional, and State Fire Training Academy Equipment Activities include but are not limited to:	
• Shipping, taxes, assembly, and installation of the requested equipment • Extended warranties and service agreements if acquired concurrent with initial acquisition • Training specific to the requested equipment • Minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure) to support the awarded Equipment activities (e.g., removal/construction of a non-weight bearing wall)	• Equipment for response to incidents involving CBRNE/WMD • Requested support activities for Equipment requiring supplies or expendables or "one-time" use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA1403 *Standard on Live Fire Training Evolutions*, reasonable safety mitigations to a structure acquired for training

Ineligible Fire Department, Nonaffiliated EMS, Regional, and State Fire Training Academy Equipment Activities include but are not limited to:	
• Construction of facilities, such as buildings, towers, sheds to house communications, or other equipment • All fixed non-mobile repeaters or fixed site amplifiers • Sirens or other outdoor warning devices • Signage of any kind • Phones (telephone/satellite/cell) • Subject to waiver, any new communications projects or expanding existing communications projects that operate on 700 MHz per FEMA Information Bulletin #386 • Personal Safety/Rescue Bailout System (PPE) • Computer assisted dispatch (CAD) systems and software, geographic information systems (GIS), dispatch consoles, workstations and office furniture	• Nonaffiliated EMS expendable supplies (including, but not limited to, medications, gloves, syringes, and cervical collars) • Utility Vehicles and All-Terrain Vehicles (UTV/ATV) • Goggles • Bomb disposal equipment and robots • Mobile radios for personally owned vehicles (except chief fire officer's personal vehicle, if justified) • Those supplies or expendables or common one-time use items such as foam, soaps, disinfectant wipes, medical gowns/gloves, bandages, any drug, intravenous bags/fluids, defibrillator pads/electrodes, syringes, cervical collars, batteries, exhaust system filters, and splints

Ineligible Fire Department, Nonaffiliated EMS, Regional, and State Fire Training Academy Equipment Activities include but are not limited to:	
	• Drones and other aerial surveillance devices • Flashover simulators

IMPORTANT: The *only* eligible AFG activity for interoperable communications equipment is the acquisition of P-25 compliant equipment.

- P-25 compliant interoperable communications equipment has a digital platform that is programmable, scalable, and can communicate in analog mode with legacy radios, and in both analog and digital mode with other P-25 equipment. P-25 compliance enhances interoperability, allowing first responders to communicate with each other to coordinate their response to and mitigate all hazards.
- The procurement of interoperable communications equipment that does not meet P-25 compliance is unallowable.
- There are no waivers for P-25 waivers compliance.
- All recipients awarded activities with emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The technical specifications for FY 2015 SAFECOM Guidance on Emergency Communications Grants is available at: http://www.dhs.gov/sites/default/files/publications/FINAL FY 2015 SAFECOM Guidance V2 040815 508C.pdf. It is the recipient's responsibility to obtain documented evidence that the equipment to be acquired has been tested and passed all the applicable P-25 requirements and the recipient shall be able to produce such documentation to the AFG Program Office upon request.
- AFG applicants do not have to identify a specific P-25-compliant product in their application narrative, but they must affirm the interoperable communications equipment requested or acquired will be P-25 compliant.

C. Operations and Safety - Personal Protective Equipment (PPE)

Overview

AFG funds used to acquire PPE may only be used to acquire compliant PPE for firefighting and nonaffiliated EMS personnel. Only the acquisition of PPE compliant with the most current edition of NFPA 1971, 1976, 1977, 1981, and 1999 are eligible activities. The acquisition of used, refurbished, or updated PPE will be ineligible for reimbursement.

PPE requested should have the goal of increasing firefighter safety. When requesting to replace obsolete or damaged PPE (e.g., turnout gear and SCBA), applicants will be asked to provide the age of the items being replaced. All PPE items in the current inventory should be accurately described and accounted for in the application narrative.

Based in part on NFPA 1851: Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, in order for PPE (to include SCBA) to be considered obsolete, the items must be a minimum of two NFPA cycles **and** 10 years of age or older from the date they were manufactured.

Training for requested PPE
• Applicants must certify that all grant-funded PPE will only be used by sufficiently trained personnel. Failure to meet this requirement will result in the request for funding deemed ineligible. • If applicants are requesting training to support a PPE activity, it must be entered in the Additional Funding section in request details.

- Acquiring or replacing an individual SCBA face piece for each operational member of an organization is a High H priority. To the extent a request for additional face pieces exceeds any face pieces requested as part of an SCBA unit, that request should be entered as a separate request line item, and will not be considered a request "to increase supplies" (e.g., the applicant has the need for 35 Face Pieces, and requested 25 SCBA Units, applicants should separately request 10 additional Face Pieces).
- AFG considers a complete set of Structural/Proximity PPE Turnout gear to be comprised of these NFPA 1971 or 1976 compliant components: one pair pants, one coat, one helmet, one hood, one pair boots, one pair gloves, and one pair suspenders, one pair goggles. In the Authorities Having Jurisdiction (AHJ) where additional PPE, like a Personal Safety/Rescue Bailout System is statutorily required, AFG will consider all statutorily required items to be part of a complete PPE set.
- AFG considers a complete set of EMS PPE Turnout gear to be comprised of these NFPA 1999 compliant components: one pair pants, one coat, one helmet, one pair boots, one pair gloves, one pair suspenders, and one pair goggles.
- AFG considers a complete set of Wildland PPE Turnout gear to be comprised of these NFPA 1977 compliant components: one pair pants, one coat, one jumpsuit, one helmet, one pair boots, one pair gloves, one pair suspenders, one pair goggles, one fire shelter, web gear, backpack, and canteen/hydration system.
- AFG considers a complete SCBA Unit to be comprised of the Harness/Backpack, one Face Piece and two cylinders.

All of the following are considerations in pre-scoring and peer review panelists:

Fire Department, Nonaffiliated EMS, Joint/Regional, and State Fire Training Academy Personal Protective Equipment (PPE) Priorities	
H	• Departments requesting new PPE for the first time • Departments replacing obsolete or damaged PPE • Members without gear
M	• Departments requesting PPE for a new risk
L	• Departments requesting PPE for a new mission • Departments requesting PPE to increase supplies

Fire Department, Nonaffiliated EMS, Regional, and State Fire Training Academy Self-Contained Breathing Apparatus (SCBA) Priorities	
Award will be based on the number of eligible seated riding positions in the department's vehicle fleet and age of existing SCBA, limited to one spare cylinder (unless justified in the Request Details Narrative). With the exception of face pieces. AFG will fund one per trained firefighter.	
H	**Note:** AFG considers SCBA (PPE) obsolete if, it is a minimum of two NFPA cycles and 10 years of age or older, from the date of manufacture. • Replacing SCBA compliant with NFPA 1981, 2002 Edition or prior • Replacing obsolete or damaged SCBA • Funding every operational member with their own individual face piece
M	• Departments requesting PPE for a new risk
L	• Departments requesting PPE to increase supplies

Additional Considerations
• Applicants will be required to provide the age of the PPE being replaced. • Call volume can contribute to the justification for new risk. • Applicants with the oldest PPE and/or trying to bring the department into 100 percent NFPA compliance or the number of active members who will have compliant gear.

Personal Protective Equipment List	
Structural/Proximity H	
• Boots • Coats • Complete Set of Turnout Gear • Personal Safety/Rescue Bailout System • Gloves • Suspenders	• Goggles • Helmets • Hoods • Pants • Pass Devices • ANSI Traffic Vests
Respiratory H	
• Accountability Systems • Air-Line Unit • Respirators • SCBA Spare Cylinders	• Face Pieces • SCBA (SCBA Unit includes: Harness/Backpack, Face Piece, and 2 cylinders)
Wildland H	
• Jumpsuits/Coveralls • Boots • Coats	• Goggles • Shelters • Web Gear/Backpacks

Personal Protective Equipment List	
• Pants • Suspenders	• Canteens/Hydration Systems • Helmet
Specialized PPE M	
• PPE: Ballistic Protective Equipment (BPE, to include one vest, one helmet, one triage bag, one pair of goggles) • Extrication Clothing/Rescue Clothing • Encapsulated Suites • Chemical/Biological Suits (Must conform to NFPA 2012 edition)	• Wet and Dry Suits • Proximity Suits • Splash Suits

Eligible Fire Department, Nonaffiliated EMS, Joint/Regional and State Fire Training Academy PPE Activities include but are not limited to:	
• American National Standards Institute (ANSI)-approved retro-reflective highway apparel • Training for requested PPE	• Customized helmet shields • Level C suits • Personal Safety/Rescue Bailout System

Ineligible Fire Department, Nonaffiliated EMS, Regional and State Fire Training Academy PPE Activities include but are not limited to:	
• Three-quarter length rubber boots • Uniforms (formal/parade or station/duty) and uniform items (hats, badges, etc.) • Rapid Intervention Packs (Equipment) • Flashlights (Equipment) • Gear Bags (Equipment) • Personal Safety/Rescue Bailout System (PPE) for nonaffiliated EMS organizations	• Bomb disposal suits • Any communications equipment (e.g., radios and pagers) in the PPE section • Structural, proximity, wildland firefighting gear, or rescue and extraction gear for nonaffiliated EMS organizations • Any decals, embroidery, engraving, flags, graphics, logos, or vehicle lettering that customizes awarded items, *except* customized helmet shields

D. Operations and Safety - Wellness and Fitness

Overview

Wellness and Fitness activities are intended to strengthen emergency responders so their mental, physical, and emotional capabilities are resilient enough to withstand the demands of all hazards operations. In order to be eligible for funding, applicants must offer, or plan to offer, all four of the following Priority 1 H activities as discussed in the table below.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

Priority 1 - Below are the four activities required for a complete Wellness and Fitness program.

Initial medical exams H (Priority 1)

Job-related immunization H (Priority 1)

Annual medical and fitness evaluation H (Priority 1)

Behavioral health H (Priority 1)

Priority 2 - Applicants may only apply for Priority 2 Items if the applicant offers or is requesting a combination of the four activities required under Priority 1.

Departments that have some of the Priority 1 programs in place must apply for funds to implement the missing Priority 1 programs before applying for funds for any additional program or equipment within this activity. In addition, for all AFG Programs, any grant funded medical exams must meet current NFPA 1582, as required by DHS standards.

- Candidate physical ability evaluation
- Formal fitness and injury prevention program/equipment
- Injury/illness rehab
- IAFF or IAFC peer fitness trainer program(s)
- Formal fitness and injury prevention program/equipment
- IAFF or IAFC peer fitness trainer program, (including transportation, travel, overtime/backfill, and reasonable expenses associated with member participation in Train-the-Trainer for IAFC/IAFF and implementation of a peer fitness trainer programs)

NOTE: Simultaneous requests for Priority 1 and Priority 2 activities will receive a lower funding consideration than requests that complete the bundle of the four Priority 1 activities.

Fire Department and Nonaffiliated EMS Eligible Wellness and Fitness activities include but are not limited to:

- The four Priority 1 items, initial medical exams, job-related immunization, annual medical and fitness evaluation, and behavioral health
- Behavioral health programs to include, but not limited to: Critical Incident Stress Management Programs or Employee Assistance Programs
- Transportation expenses related to a member's participation in offered Wellness and Fitness activities
- Contractual costs (non-hiring) for personnel, physical fitness equipment (including shipping charges and sales tax, as applicable), and supplies directly related to physical fitness activities
- Minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure) to support the awarded Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall)

Ineligible Fire Department and Nonaffiliated EMS Eligible Wellness and Fitness activities include but are not limited to:	
• Fitness club memberships for participants or their families • Non-cash incentives, (e.g., t-shirts or hats of nominal value and vouchers to local businesses or time-off) • Purchase of real estate • Cash incentives	• Purchase of medical equipment that is not used as part of the Wellness and Fitness Program • Contractual services with anyone other than medical professionals (e.g., health care consultants, trainers, and nutritionists) for programs such as smoking cessation

E. Operations and Safety - Modifications to Facilities Overview

AFG Grants may be used to modify fire stations and other facilities. New fire station construction is not allowed.

Requested activities may only retrofit existing structures built prior to January 1, 2003 that do not already have those AFG eligible safety features (being requested) in place. Structures built prior to January 1, 2003, that have been expanded/added on to, may be eligible for an award to retrofit areas.

The January 1, 2003, benchmark for eligibility does not apply to minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure) to support Training, Equipment, or Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall). However, the eligibility of certain minor interior alterations does not release the recipient from their EHP responsibilities resulting from those alterations.

In recognition of the risks posed by exposure to diesel fumes, Source Capture Exhaust Extraction Systems (SCES) are an AFG High H priority for vehicle exhaust mitigation under Modification to Facilities.

An SCES is a system where exhaust gases from a vehicle are captured directly, via a conduit that attaches to/over the end of the vehicle's exhaust system at the tailpipe. The captured exhaust gases are expelled through the attached conduit via mechanical/pneumatic means to the exterior of the building.

No modification may change the structures footprint or profile. If requesting multiple items, such as a sprinkler system and exhaust system, the funding for any projects or activities cannot cumulatively exceed $100,000 (Total Project Cost(s)) for any individual station. Eligible projects under this activity must have a direct effect on the health and safety of firefighters.

All of the following are considerations in pre-scoring and peer review panelists:

Fire Department and Nonaffiliated EMS Modifications to Facilities Priorities include but are not limited to:	
H	• Departments requesting direct, source capture exhaust systems, sprinkler systems, or smoke/fire detectors
M	• Emergency generators, Air Quality Systems

Fire Department and Nonaffiliated EMS Ineligible Modifications to Facilities activities include but are not limited to:	
• Station maintenance • Resurfacing bay floors	• Interior remodeling not pertaining to the requested project(s)

Facility Considerations
Level of Occupancy H Full-time coverage 24/7 M Part-time or selected coverage L Not on a regular basis H Facilities with sleeping quarters M Facilities without sleeping quarters L Training facilities and marine fire facilities

Additional Considerations
Additional considerations will be given for the age of the building; older facilities receive a higher priority. If requesting multiple items in this activity, funding cannot exceed a maximum of $100,000 per station.

F. Regional

Overview

A Regional application is an opportunity for a fire department or a nonaffiliated EMS organization to act as a host, and apply on behalf of itself and any number of other participating AFG eligible organizations. SFTA are not eligible to apply under the Regional activity. Eligible Regional activities are Vehicle Acquisition and Operations and Safety (but only for Training, Equipment, and PPE activities). Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and benefit more than one local jurisdiction (county, parish, town, township, city, or village) directly from the activities implemented with the grant funds.

The community identification characteristic (e.g., Rural, Urban, or Suburban) and the organizational status of the Host applicant (e.g., Career, Combination, or Volunteer), will be entered and used for the regional application, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed primary first due response areas of the host and participating partner organizations.

Neither the regional host, nor any participating partner is prevented from also submitting an application on behalf of their own organization for any AFG activity (Vehicle Acquisition or Operations and Safety). However, individual organizational applications submitted by either the host or any participating partner, that duplicates any portion of the regional application will be considered a duplicate submission, and both applications will be deemed ineligible.

Example: The host and participating partners in a regional request for SCBA units, are prohibited from submitting individual organizational applications for essentially similar SCBA units, or any component of the SCBA unit.

In the application Narrative, a Regional host *must* include a list of all the AFG eligible participating organizations benefitting from a proposed Regional project, to include validated points of contact, each organization's Employee Identification Number (EIN), and provide clear and detailed information on the regional activities requested.

Host organizations should provide specific details, fully explaining the distribution of any grant funded acquisitions or grant funded contracted services, as well as the responsibilities between the host and the partner organizations.

In order to apply for a regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to, cost share, accountability for the assets and all reporting requirements in the regional application.

The host will be required to enter information that captures the macro demographics (e.g., total square miles) and master listings of information (e.g., combined SCBA inventories) of the partners that serve the region.

All participants of a Regional applicant must be compliant with AFG requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the AFG Program Office, the host agency shall not distribute grant funded assets or provide grant funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the AFG Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU) or equivalent document, signed by the host and all participating organizations. The agreement should specify the individual and mutual responsibilities of the participating partners, the participant's level of involvement in the project(s), and the proposed distribution of all grant funded assets and/or contracted services. Copies of the MOU will be requested during the technical evaluation of the application.

The MOU agreement must specify the individual and mutual responsibilities of the host and participating partners, the host and participant's level of involvement in the project(s), the participating partner's EIN numbers, and the proposed distribution of all grant funded assets or contracted services. Any entity named in the application as benefiting from the award, must be an eligible AFG organization, and must be a party to the MOU or equivalent document.

G. Vehicle Acquisition Overview

Vehicles purchased with AFG Funds must be compliant with NFPA 1901 (*Standard for Automotive Fire Apparatus*), NFPA 1906 (*Standard for Wildland Fire Apparatus*) or NFPA 1917 (Standard for Automotive Ambulances).

Leasing or installment plans to obtain a vehicle are not eligible acquisition activities under the AFG Program and will not be reimbursed.

Community Paramedic vehicles are *non-transport* vehicles and are not intended to have a dual role (e.g., as utility or support vehicles). There is nothing inherent in the delivery of community paramedic services that requires any emergency response packages (e.g., lights, sirens.), or operational equipment (e.g., rescue tools, structural/woodland firefighting equipment); consequently, such activities are ineligible.

Applicants may apply for more than one vehicle. Requests cannot exceed the financial cap based on population listed in the application. If a department submits multiple types of applications, and more than one of those requests are approved, the department will be held to the same financial cap based on the population listed in the application.

When requesting more than one vehicle, applicants will be asked to fill out a separate line item and answer all the questions including a separate Narrative for each vehicle. For example, if applicants are requesting to replace three ambulances, the applicant must fill out the age and vehicle identification number (VIN) of each vehicle being replaced. Applicants cannot use the same VIN in each line item.
In the case(s) when an applicant is not replacing a vehicle but only changing the service status of a vehicle(s), such as from first due to reserve, a VIN number is still required for the Narrative and for the vehicle being reassigned.

Applicants requesting fire vehicles that do not have drivers or operators trained to NFPA 1002 or equivalent, and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered, will not receive any vehicle award.

Applicants requesting nonaffiliated EMS vehicles that do not have drivers or operators trained to the National Standard Emergency Vehicle Operator Curriculum (EVOC) developed by the United States Department of Transportation (DOT), or equivalent, and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered, will not receive any vehicle award.

All applicants may request funding for a driver training program in the Vehicle Acquisition section but must add the request in the Additional Funding area in the Request Details section of the Vehicle Application.

All Driver training program(s) must be in place prior to the delivery of the awarded vehicle(s) or the recipient will be considered to be in violation of the grant agreement.

The pre-score evaluation criteria consider the department's need for the vehicle, based on the age/condition of current vehicles and/or the demands on the organization.

All of the following are considerations in pre-scoring and peer review panelists:

Eligible Fire Department, and State Fire Training Academy Vehicle activities include but are not limited to the following Vehicle Priorities:			
Priority	**Urban Communities**	**Suburban Communities**	**Rural Communities**
H	• Pumper • Ambulance • Aerial • Rescue • Non-Transport Community Paramedic	• Pumper • Ambulance • Aerial • Tanker-Tender • Rescue • Non-Transport Community Paramedic	• Pumper • Ambulance • Brush-Attack • Tanker-Tender • Aerial • Non-Transport Community Paramedic
M	• Command • Hazmat • Light/Air unit • Rehab	• Hazmat • Command • Light/Air unit • Brush-Attack • Rehab unit	• Command • Hazmat • Rescue • Light/Air unit
L	• Aircraft Rescue and Firefighting Vehicle (ARFF) • Brush-Attack • Foam truck • Fire boat • Tanker-Tender • Highway safety unit • Hybrid (Fire/Nonaffiliated EMS)	• ARFF • Foam truck • Highway safety unit • Fire boat • Hybrid (Fire/Nonaffiliated EMS)	• Foam Truck • Highway safety unit • ARFF • Rehab • Fire boat • Hybrid (Fire/Nonaffiliated EMS)

Compliance with Standards
• New fire apparatus must be compliant with NFPA 1901 or 1906 for the year ordered/manufactured • Ambulances, NFPA1917, Edition 2013, or GSA Federal Standard KKK-A-1822F • Applicants must certify that unsafe vehicles will be permanently removed from service if awarded a grant. Acceptable uses of unsafe vehicles include farm, nursery, scrap metal, salvage, construction, or donation to a foreign entity

Additional Considerations (to include but not limited to)
• Departments that have automatic aid agreements, mutual aid agreements, or both • Call volume of primary first due response area or region • Replacement of open cab/jump seat configurations • Age and mileage of the vehicle being replaced; older equipment receive higher consideration • Age of the newest vehicle in the department's fleet that is like the vehicle to be replaced • Disclose vehicles on loan to the organization in the application narrative but not in the organization's inventory • Disclose damaged vehicles and out of service vehicles in the organization's inventory • Average age of the fleet; older equipment within the same class • Converted vehicles not designed or intended for use in the fire service

Eligible Regional Vehicle activities for Fire Departments (ALL Community Types) Nonaffiliated EMS organizations are limited to Bariatric Ambulance and Community Paramedic	
H	• Aerial • Air/Light • Bariatric Ambulance • Mobile Command • Rehabilitation Unit • Non-Transport - Community Paramedic
M	• Heavy Rescue (Nonaffiliated EMS ineligible) • Highway Safety Unit (Nonaffiliated EMS ineligible)
L	• Hazmat (Nonaffiliated EMS ineligible) • Specialized Foam Unit (Nonaffiliated EMS ineligible)

Nonaffiliated EMS Eligible Vehicle Activities	
H	• Ambulances or transport units to support nonaffiliated EMS functions • Non-Transport Community Paramedic

Performance Bond Strongly Recommended: Performance bonds are strongly recommended but not required by the AFG Program. This is for any organization that is going to advance its own funds to their vendor prior to receipt of the vehicle. The bond may be obtained through the vendor or bank. The concept behind this is to ensure the applicant's funds are not lost in the event of a vendor's failure to perform, e.g., not finishing or delivering the vehicle or going out of business.

Prepayment Bond Required: AFG vehicle awardees are required to obtain a prepayment bond if the recipient plans to advance federal funds to their vendor. This is to safeguard the federal

funds against loss if the vendor goes out of business or fails to deliver the vehicle. Prepayment bonds may be obtained through the vendor or bank. The cost of a Prepayment Bond is a reimbursable activity under an AFG Vehicle Acquisition Award.

Penalty Clause: All contracts for any AFG funded vehicle must contain a penalty clause.

Non-delivery by the contract's specified date, or other vendor nonperformance, will require a penalty that is no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient.

Down Payment: A down payment for the purchase of a vehicle is allowable if required in the vehicle purchase contract, but FEMA will only allow up to 25 percent of the federal share to be drawn for this purpose.

Any costs over-and-above the 25 percent limit, such as the cost of a chassis or any other fees or services, must be borne by the grantee or deferred until final payment is drawn.

Federal funds may not be requested for any other payments to include, but not limited to: periodic or progress vehicle payments, or the acquisition of NFPA 1901 compliant equipment for the awarded vehicle if they are being supplied under the vehicle contract. Purchases outside of the vehicle contract can be requested for payment.

Final Payment: To expedite the acquisition process, and prior to the vehicle being received, inspected and accepted, the grantee may request the final vehicle payment as an advance payment request. However, the grantee shall not disburse or satisfy the vehicle obligation until after the vehicle is received, inspected, and accepted by the grantee.

IMPORTANT
Upon accepting an offer of an award for the AFG activity-*Vehicle Acquisition*, grant recipients must submit a copy of their vehicle purchase contract to the designated Regional Fire Program Specialist. To locate Regional Fire Program Specialists, please visit: http://www.fema.gov/fire-grant-contact-information.

- Applicants will be asked to scan document(s) into a PDF format and email them to the Regional Fire Programs Specialist for inclusion in the grant file.

Submitting a vehicle purchase contract will assist in the programmatic monitoring of an award and help ensure programmatic compliance with the *Improper Payments Information Act of 2002* (Pub. L. No. 107-300) and the *Improper Payments Eliminations and Recovery Act of 2010* (Pub. L. No. 111-204). If recipients do not submit a vehicle purchase contract, they will be unable to:

- Advance federal funds for partial vehicle payment or chassis payment; or,
- Submit an amendment requesting a Period of Performance extension for the project.

Eligible Fire Department, Nonaffiliated EMS Organizations, Regional, and State Fire Training Academy Vehicle activities include but are not limited to:	
• Cost of vehicle • Physicals to meet current NFPA 1582/US Department of Transportation (DOT) 649 F	• Driver/operator training programs that meet applicable standards, current NFPA 1002 or Emergency Vehicle Operator Curriculum (EVOC), or equivalent

Eligible Fire Department, Nonaffiliated EMS Organizations, Regional, and State Fire Training Academy Vehicle activities include but are not limited to:	
• Cost of associated equipment that is eligible under current NFPA 1901/1906	• Transportation to inspect a requested vehicle during production (if justified in the Vehicles Narrative)

Ineligible Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and State Fire Training Academy Vehicle activities include but are not limited to:	
• Leasing or installment purchase of any grant funded vehicle • Aircraft, bulldozers, and construction-related equipment • Using the vehicle being awarded as collateral for any financial loan	• Utility Vehicles (UTV) and All-Terrain Vehicles (ATV) are not eligible • Used or refurbished apparatus are ineligible activities under Vehicle Acquisition. • Converted vehicles not originally designed for firefighting are not eligible for refurbishment.

Example of vehicles types

- Pumper (an apparatus that carries a minimum of 300 gallons of water and has a pump with the capacity to pump a minimum of 750 gallons per minute)
- Urban interface vehicles (Type I) pumper (300 gallons and 750 GPM) Ambulance (vehicle used for transporting patients)
- Tanker-Tender (an apparatus that has water capacity in excess of 1,000 gallons

Unsafe Vehicles

If applicants specify the vehicle(s) to be replaced are unsafe, they must certify that if awarded, the unsafe vehicle to be replaced will be permanently removed from emergency service response.

Permanently removed from emergency service response means the recipient cannot use the vehicle being replaced for *any* emergency service response, nor can the recipient sell or otherwise transfer title to any individual or emergency service response organization that will use the unsafe vehicle for emergency service response.

A recipient who certifies it will remove an unsafe vehicle from service but then sells/transfers the unsafe vehicle to another emergency service response organization, or otherwise does not remove the unsafe vehicle from emergency service response, is considered to be in violation of the grant agreement.

Acceptable dispositions (donation or sale) of unsafe vehicles include, but are not limited to: a training facility (**NO** emergency response off the training grounds), farm use, construction or nursery use, sale to a non-emergency service response entity for refurbishment, scrap metal, salvage, or foreign donation.

Appendix C: Award Administration Information

Appendix C contains detailed information on AFG Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).

Help FEMA Prevent Fraud, Waste, and Abuse
If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS OIG Hotline at (800) 323-8603, by fax at (202) 254-4297, or email DHSOIGHOTLINE@dhs.gov

I. Economic Hardship Waivers of Cost Share and Maintenance of Effort

NOTE: In cases of demonstrated economic hardship, and upon the request of the recipient, the Administrator may waive or reduce an AFG cost share or maintenance of effort requirement for certain recipients (15 USC § 2229(k)(4)(A)).

An Award must be accepted, before a hardship waiver for cost share, or maintenance of effort, can be submitted as an amendment request via the online eGrants system.

This policy applies to AFG per § 33 of the Federal Fire Prevention and Control Act of 1974 (Pub. L. No. 93-498, as amended) (15 USC § 2229). For complete requirements concerning these waivers, including a description of how a recipient may demonstrate economic hardship and apply for a waiver, please refer to FEMA Policy FP 207-088-01, dated April 8, 2014, at:
http://www.fema.gov/media-library-data/1398109239435-ec23997d8351382710896fa77d02bc7d/AFG+Economic+Hardship+Waiver+Policy.pdf

As described in NOFO Section F, Administrative and National Policy Requirements, Financial and Compliance Audit Report, certain recipients are required to submit an organization-wide financial compliance audit. For those recipients that are required to conduct an audit, reasonable costs incurred for such an audit are an eligible expenditure and should be included in the applicant's proposed budget.

Audit costs are considered administrative expenditures and may be treated as a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles circulars or other applicable cost principles or regulations.

If the AFG Grantee that must complete an audit pursuant to federal regulations is the recipient of *multiple* federal funding sources then *only* a pro rata share of the audit cost(s) may be chargeable to their AFG Award.

Example: Total Audit Costs of $1,000.00
During their fiscal year, an organization expends $150,000 from an AFG Award and $600,000 from other federal sources for a total of $750,000.

The AFG pro rata share is ($150,000/$750,000 = 1/5 or twenty percent), of the $1,000 total audit costs; so only $200 (twenty percent of $1,000) would be an eligible cost that can be charged to the AFG Award.

II. Grant Writer/Preparation Fees

Fees for grant writers may be included as a pre-award expenditure. Fees payable on a contingency basis are not an eligible expense. For grant writer fees to be eligible as a pre-award expenditure, the fees must be specifically identified and listed in the Request Details section of the application. FEMA will only consider reimbursements for application preparation, but not administration, up to but not more than $1,500. Pursuant to 2 CFR Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the Federal Government from receiving funding under federally-funded grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 CFR § 180.300.

By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA that include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the Office of the Inspector General.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. In addition, the fees must have been paid, within 30 days of the end of the application period, and prior to any contact with AFG Program Office staff or an Offer of Award.

Applicants will be required to provide documentation to support these pre-award expenditures. A copy of the cancelled check and bank statement shall be provided upon request. Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

NOTE: AFG requires that all grant writer or preparer information must be entered into the Overview section of the AFG application, whether that person, entity or agent is compensated or not.

III. Maintenance and Sustainment for AFG Programs

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS Grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections, or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with AFG funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty, or contract is purchased.

However, only if the maintenance contract or extended warranty is purchased incidental to the original purchase of the system or equipment, recipients may procure maintenance or warranty coverage which

exceeds the period of performance, as explained in FEMA Policy 205-402-125-1, document available at http://www.fema.gov/media-library-data/20130726-1915-25045-9444/gpd_maintenance_policy.pdf

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty, or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

IV. Taxes, Fees, Levies, and Assessments

Taxes, fees, levies, or assessments that the recipient is legally required to pay and is directly related to any eligible AFG Program acquisition activity may be charged to an AFG award pursuant to 2 CFR § 200.470. These charges shall be identified and enumerated in the AFG application's Narrative and the Request Details section of
the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient's agent), or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible AFG Program acquisition activity, are not chargeable to any AFG award..

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Non-profit entities (exempt under Section 501 of the Internal Revenue Code) also may be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid IRS Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit http://www.fcc.gov/.*

V. Subscription, Access, Membership, Rental, Lease, or User Fees

No subscription, access, membership, rental, lease, termination of services, or user fees, are chargeable to any AFG Award.

VI. Excess Funds

After completing the initial projects proposed in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These cost shared excess funds may be utilized to address an organization's local needs or to mitigate identified capability gaps. FEMA and AFG expect excess funds to be obligated concurrent with an award's period of performance to address a known or critical need.

Excess Funds Restrictions
In general, excess funds may be limited to no more than $10,000 for any Award.

The $10,000 maximum is cumulative for any grant, regardless of the number of activities within the award, and will require no amendment; except when the use of excess funds is for any eligible activity that would normally require an EHP Review.

- Excess funds cannot be used to support Fire Prevention and Safety activities.
- The opportunity for excess funds is limited when the original uncompleted Scope of Work is changed via an Amendment.

Example: An award has a single activity (the acquisition of 50 SCBAs) which is reduced via Amendment (to 49 SCBAs). The federal participation and the recipient cost obligation are both reduced and any remaining unliquidated federal participation resulting from the reduction in quantity is *not allowable* as Excess funds.

- Excess funds cannot be used for grant writer/preparer fees.
- Excess funds may only be used for allowable activities identified in the program guidance for that fiscal year's grant cycle.

Exceptions to the $10,000 use may be considered by FEMA if urgent and compelling need that can be directly related to a demonstrated event impacting the health and safety of the firefighters within the department can be identified. This request must be submitted in writing via an amendment.

VII. Procurement Integrity

Through audits conducted by the Department of Homeland Security's Office of Inspector General (OIG) and AFG Program Office grant monitoring, findings have shown that some AFG recipients have not fully adhered to the proper procurement requirements when spending grant funds. Anything less than full compliance with federal procurement policies jeopardizes the integrity of the grant as well as the grant program. Below, we highlight the federal procurement requirements for fire department, SFTAs, and nonaffiliated EMS organization grantees when procuring goods and services with federal grant funds. DHS will include a review of grantees' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with Federal Procurement Standards at 2 C.F.R. §§ 200.37 – 200.326**. Select requirements under these standards are listed below. The recipient must comply with all requirements of these standards, even if they are not listed below.

With the exception of State governments, which must comply with the terms of 2 C.F.R. § 200.317, the non-federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to

applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319.

Among the requirements of 2 C.F.R. § 200.319, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflict of interests;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Generally, a recipient may seek to procure good or services from prequalified lists of persons, firms, or products which are used in acquiring goods and services, e.g., Government Services Administration (GSA) schedule, a State schedule, or co-operative or group purchasing, as having satisfied AFG Program requirements for competition. In order for such procurements by entities other than State governments to be permissible, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the recipient complies with state and local law, regulations, and written procurement procedures.
- The state or other entity that originally procured the original contract or purchasing schedule with the express purpose of making it available to the recipient and other similar types of entities, the contract or purchasing schedule specifically allows for such use, and the work to be performed for the local government falls within the scope of work under the contract as to type, amount, and geography.
- The procurement of the original contract or purchasing schedule complied with all of the procurement standards applicable to a local government at 2 C.F.R. §§ 200.318 to 326.
- With respect to the use of a purchasing schedule, the recipient must follow ordering procedures that adhere to state and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a recipient other than a State government seeks to use such a prequalified list, purchasing schedule, or other similar type of arrangement, it must first contact the AFG Program Office.

To the greatest extent possible, the FEMA recommends that federal grant funds be used for the purchase of goods and services manufactured, assembled, and distributed in the United States.

Pursuant to 2 C.F.R. § 200.318(c)(1), the recipient (other than States) are require to maintain written standards of conduct covering conflict of interests and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs

or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

If the recipient (other than States) has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-federal entity must also maintain written standards of conduct covering organizational conflict of interests. Organizational conflict of interests means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflict of interest to the federal awarding agency or pass-through entity in accordance with applicable Federal Awarding agency policy.

NOTE: For the purposes of this, conflict of interests under procurements executed by the recipient, FEMA considers volunteers of an organization and grant writers to be employees, officers, and/or agents of the grantee. As such, no volunteer or member of an organization or anyone involved in preparing the application for funding can participate in, or benefit from, the procurement if federal funds are involved.

Grantees that purchase items with grant funds from vendors who employ any of their volunteers/members will have to document how they avoided a *Conflict of Interests* during the procurement process (i.e., specific details regarding how the members/volunteers removed themselves or how they were prevented from participating in the process). Grantees may be required to provide this documentation upon request. Grantees who fail to fully document their purchases may find their expenditures questioned and subsequently disallowed. Remember that FEMA reserves the right to request and review any and all bids/spec prior to purchase. Grantees may be subject to an audit after award.

Documentation

Grantees are required to maintain and retain the following:

- Backup documentation, such as bids and quotes
- Cost/price analyses on file for review by federal personnel
- Other documents required by federal regulations applicable at the time a grant is awarded to a grantee

FEMA generally recommends that the recipient maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Grantees who fail to fully document their purchases may find their expenditures questioned and subsequently disallowed.

Specifications
When drafting bid specifications, and prior to publicizing or publishing such bid specifications, a recipient should ensure the following:

- Bids and specifications are not proprietary to any one product or manufacturer. In-state or local geographical preferences are not imposed in the evaluation of bids or proposals.

Recipients may not use the vehicle(s) being awarded as collateral for any type of financial loan(s). Any grantee activity that encumbers or clouds the title of an awarded vehicle may result in actions:

- By FEMA or other federal agencies to modify or revoke the award
- That may include federal actions to claim or seize awarded vehicle
- Of Debarment and Suspension

VIII. Payments and Amendments

Payments
AFG Payment/Drawdown Requests are generated using the eGrants system.

AFG Payment/Drawdown Requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements

Recipients should not expend funds or request drawdowns until all special conditions listed on the grant award document have been met and request for payment in the eGrants system has been approved.

Grant recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Advances
Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursement by the recipient, and financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal law in effect at the time a grant is awarded to the recipient governing interest requirements, including the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 and the Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes.

Recipients must follow applicable federal regulations governing interest earned on payment advances in effect at the time a grant is awarded to the recipient, including § 200.305.
For the rate to use in calculating interest, please visit Treasury Current Value rate at http://www.fms.treas.gov/cvfr/index.html.

Reimbursement
Reimbursement of the recipient is the preferred method when the requirements to be paid in advance, per applicable federal regulations in effect at the time a grant is awarded to the recipient, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 CFR Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds.

Rebates
Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with applicable federal regulations in effect at the time a grant is awarded to a recipient.

The reduction of federal financial participation via rebates/refunds *may* generate excess funds for the recipient, if the recipient had already obligated their Cost Share match based upon the original award figures.

If the recipient had *already* obligated their original Cost Share *prior* to the rebate, then the recipient *may* have minimum excess funds equal to the difference between the original Cost Share less the rebate adjusted Cost Share.

Payment Requests During Closeout
For 90 days after the expiration of the period of performance, during an award's closeout reconciliation, a recipient may only submit reimbursement payment requests.

Reimbursement payment requests shall only be for obligations that were obligated within the active period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance; FEMA may request documentation supporting the reimbursement for review.

Amendments
AFG Award amendments may be approved, on a case-by-case basis, for the following reasons:

- Extension of the period of performance in order to complete the scope of work
- Changes to the activity, mission, retroactive approval [pre-award], closeout issues, some excess funds requests, requests for economic hardship Cost Share waiver, and requests for maintenance of expenditure waivers
- Cost over/under run (adding funds to award/non-closeout deobligation* of funds)
- Economic Hardship Waiver

Amendments will only be considered when submitted via the online eGrants system. These requests must contain specific and compelling justifications for the requested change.

AFG strongly encourages the timely expenditure of grant funds by recipients to be consistent with the goals and objectives outlined in AFG Programs.

**A recipient may deobligate (return) unused funds (those remaining funds drawn down via payment request and/or remaining award funding that was never requested) to DHS prior to the end of an award's Period of Performance. To exercise this option, a recipient must submit a cost over/under run Amendment via the eGrants system and state in their amendment that the unliquidated funds (funds to be*

returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate that it understands that the returned funds will be deobligated and unavailable for any future award expenses.

Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's Cost Share obligation. The AFG Program Office will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, the Program Office will hold the approved deobligation request for 14 calendar days as a period for recipient reconsideration before processing the deobligation request.

IX. Disposition of Grant Funded Equipment

A recipient must use, manage, and dispose of AFG-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. With the exception of State governments, when original or replacement equipment acquired under an AFG award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, the recipient must request disposition instructions from FEMA. The AFG Program Office strongly recommends contacting a Regional Fire Program Specialist or the AFG Help Desk prior to the disposition of AFG-funded equipment, including vehicles.

Legislation Details (With Text)

File #:	15-626	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Consent Agenda
File created:	12/29/2015			**In control:**	City Council
On agenda:	1/12/2016			**Final action:**	
Title:	Approve a Resolution amending the FY2016 Budget for Council approval to accept the award of the Brevard County EMS grant, Project No. FD16VM, in the amount of $14,200.00 and give the City Manager the authority to execute the requirements under the grant. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Brevard County EMS Grant Package.pdf File 15-626 Resolution 2016-05.pdf Budget Amendment Form.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 29, 2015
Agenda Date: January 12, 2016
Prepared By: Jonathan Lamm, Deputy Fire Chief
Through: John A. Titkanich Jr., City Manager
Requested Action:
Approve a Resolution amending the FY2016 Budget for Council approval to accept the award of the Brevard County EMS grant, Project No. FD16VM, in the amount of $14,200.00 and give the City Manager the authority to execute the requirements under the grant.

BACKGROUND:

The purpose of the EMS grant is to secure funding for the purchase of a Pharmaceutical Dispenser with software and maintenance included. This piece of equipment will assist in the safe and efficient operation of the Cocoa Fire Department and use of medical supplies and medications. The Brevard County EMS Grant provides funds to departments for a variety of projects. On December 29th the Cocoa Fire Department received notification that we had been awarded the EMS grant.

The Cocoa Fire Department has conducted a needs assessment and determined that the following item is necessary to the enhanced performance and safety of the organization. The Pharmaceutical Dispenser unit will allow the department to better track medical supplies and medications used during emergency calls. It will also help to reduce waste and overstocking of supplies that may not be used on a regular basis. The software will give staff the ability to collect data on the frequency materials and medications are used allow for better projections on budgetary impact in the future.

The approximate cost of the item listed above is $14,200.00. Once the item is purchased the EMS Grant will repay the funds back to the city.

STRATEGIC PLAN CONNECTION:

Public Safety - Enhancing our EMS supply ordering and better tracking of medications and supplies used. The Pharmaceutical Dispenser unit will help to ensure the city is strategically allocating resources to provide the most efficient delivery of public safety for residents and businesses in a cost effective manner.

BUDGETARY IMPACT:

Budgeted	No
Budget Amendment Attached	Yes
Grant Award	$14,200.00
Account Number	001-0000-334.61-10
Account Name	Brevard County EMS Grant

Amount Requested	$ 14,200.00
Account Number	001-2201-522.64-00
Account Name	Capital - Machinery and Equipment

Source of Funds: Grant Source: Brevard County EMS Grant

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a Resolution amending the FY2016 Budget for Council approval to accept the award of the Brevard County EMS grant in the amount of $14,200.00 and give the City Manager the authority to execute the requirements under the grant.

COCOA
FLORIDA

GRANT APPLICATION SUBMITTAL FORM
SECTION I

DEPARTMENT: Fire	**DIVISION: Fire**
POINT OF CONTACT: Gene Prince	**PROJECT MANAGER: David Roque**
NAME OF GRANT: Brevard County Fire/Rescue EMS Grant	
CFDA#/CFSA#: N/A	**DATE DEPT. RECEIVED RFP: 10/21/15**
AMOUNT REQUESTED: $ 14,200	**GRANT DUE DATE: 10/23/15**
PROJECT DESCRIPTION: **Purchase and installation of a dedicated tracking and dispensing system for controlled substances for EMS.**	
COUNCIL REQUIRED: ☐ **YES X NO**	**TARGET DATE TO COUNCIL: N/A**
MATCH REQUIRED: ☐ **YES X NO** **(IF YES, HOW MUCH?:)**	**MATCH BUDGETED:** ☐ **YES X NO**
REIMBURSEMENT GRANT: X YES ☐ **NO**	**SCHEDULE FOR REIMBURSEMENT: AS REQUESTED**
Expense Account Number(s) to be used: To be determined	
WHAT ARE THE REPORTING REQUIREMENTS? Reports will be submitted as required by the grant award.	
FUTURE REQUIREMENTS TO CONSIDER:	
IS THE DEPARTMENT PREPARED TO APPLY: X YES ☐ **NO**	
EXPLAIN:	

Please submit a copy of the grant / request for proposal with this form to the Grants Administrator after the Department Director has signed it.

SECTION II
REQUIRED IF GRANT EXCEEDS $1,000

APPLICATION APPROVALS:

Department Director — Date: 10/21/15

Grants Administrator — Date: 10/21/15

Finance ~~Manager~~ Director — Date: 10-21-15

City Manager — Date: 10/21/15

SECTION III

COMMENTS / CONCERNS OR SPECIAL NOTES:

BREVARD COUNTY FIRE RESCUE
1040 Florida Avenue
Rockledge, Florida 32955
Phone 321-633-2056
Fax 321-637-5381

December 15, 2015

Cocoa Fire Department
65 Stone Street
Cocoa, Florida 32922
ATTN: Mr. John Titkanich, City Manager

Dear Mr. Titkanich,

You have requested funding in the amount of $14,200.00 on the behalf of the Cocoa Fire Department, to purchase a Pharmaceutical Dispenser w/Software & Maintenance.

After the applications were reviewed, it has been decided that your request is approved. An agreement is enclosed for your agency's approval. When it is returned signed, and approved you may utilize the award as specified in the grant agreement (See Attached: Purchasing Procedures).

The approval for this funding will require that all purchases be made within 120 days from the date of the award and that proof of the purchases (invoices and copies of checks submitted for payment) be provided to Brevard County Fire Rescue within 30 days after purchase is complete, for reimbursement. If purchases cannot be made within that time period, please contact Brevard County Fire Rescue so that we may discuss an extension.

I may also designate a member of Brevard County Fire Rescue to visualize the equipment that you purchase with these funds.

If you have any questions regarding your approval, please do not hesitate to contact me.

Thank you,

Mark Schollmeyer, Fire Chief
Brevard County Fire Rescue

EMS GRANT AGREEMENT

THIS AGREEMENT made and entered into this _15th__ day of December, 2015, by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida located at 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter "Brevard County"), and **City of Cocoa Fire Department**, a business having its primary business location at **65 Stone Street, Cocoa, Florida 32922**, (hereinafter the "Grant Recipient").

WITNESSETH:

WHEREAS, the State of Florida Department of Health has awarded Brevard County funding through the Emergency Medical Services (EMS) Trust Fund, which is authorized under 401.113(2)(a), Florida Statutes and allows for the levy of traffic violation surcharges for the purpose of funding improvements and expansion of pre-hospital Emergency Medical Services (EMS), and

WHEREAS, Brevard County desires to provide funds to EMS providers within the County for these purposes, and

WHEREAS, the Grant Recipient has submitted a successful application through the local grant award process, and

WHEREAS, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **GRANT AWARD**: Brevard County shall provide to the Grant Recipient a grant fund distribution for the improvement and expansion of pre-hospital EMS in the amount of **Fourteen Thousand Two hundred and 00/100 DOLLARS ($14,200.00).**

2. **FUND ACCOUNTING**: The Grant Recipient shall deposit all EMS grant funds distributed hereunder in an account maintained by the Grant Recipient, and assigned a unique accounting code designator for all grant deposits and disbursements or expenditures thereof. All EMS grant funds in the account maintained by the Grant Recipient shall be accounted for separately from all other Grant Recipient funds. The Grant Recipient shall document all interest earned.

3. **USE OF GRANT FUNDS**: All EMS grant funds shall be used within one hundred twenty (120) days of receipt solely for activities as outlined in Attachment "A" (Itemized Budget), attached hereto and made a part hereof by this reference. No expenditures are allowable as grant costs unless they are clearly specified as a line item in the approved Itemized Budget (Attachment "A"), including change requests approved in writing by Brevard County, or are clearly included under an existing line item. The Grant Recipient is not restricted to staying within the line item amounts within the approved grant budget. However, the Grant Recipient must adhere to the approved total grant budget. Any expenditures beyond this budget are the full responsibility of the Grant Recipient.

4. **SUPPLANTING FUNDS**: The Grant Recipient acknowledges and agrees that the EMS grant funds distributed hereunder shall be used to improve and expand pre-hospital EMS and that the funds will not be

used to supplant the Grant Recipient's existing EMS budget allocations. The applicant cannot propose to use grant funds to supplant or replace any other funding source.

5. **PROCUREMENT PROCEDURES.** The Grant Recipient agrees to utilize the procurement procedures already established by the Grant Recipient when purchasing eligible budgeted materials or services for said Grant Recipient. If no formal procedures exist for the Grant Recipient, the following procedures should be utilized (if applicable):

   (a) If the purchase amount is less than $750, no formal purchase procedures are required;

   (b) If the purchase amount is $750 or more, the Grant Recipient shall solicit formal written bids from a minimum of three vendors;

   (c) The Grant Recipient shall maintain sufficient records to detail the significant history of procurement. These records shall include, but are not limited to: rationale for the method of procurement, selection of vendor and basis for the solicited prices. The Grant Recipient shall encourage the solicitation of quotations for purchases from minority- and women-owned business enterprises.

6. **RETURN OF UNEXPENDED FUNDS**: Any unencumbered EMS grant funds as of September 30 of [2016], including interest, remaining in the assigned Grant Recipient account shall be reported to and returned to Brevard County.

7. **VEHICLES AND EQUIPMENT**: The Grant Recipient shall own all items, including vehicles and equipment purchased with the EMS grant funds, unless otherwise described in the approved grant application and Itemized Budget (Attachment "A"). The Grant Recipient shall clearly document the assignment of equipment ownership and usage; and maintain these documents so they are available to Brevard County. The owner of the vehicle shall be responsible for the proper insurance, licensing and, permitting and maintenance. All equipment purchased with grant funds shall continue to be used for pre-hospital EMS or the purpose for which it was purchased throughout its useful life. When any grant-funded equipment is no longer usable, it may be sold for scrap or disposed of in the customary procedure of the Grant Recipient.

8. **TRANSFER OF PROPERTY**: If the Grant Recipient is a private organization that ceases to operate on or before February 28, 2016, any vehicles, equipment or other items funded hereunder in whole or in part and purchased to provide services for Brevard County, a municipality, or other public agency, the Grant Recipient shall transfer the equipment or other items to the local agency. There shall be no cost to the recipient organization. This provision is applicable when services cease operating due to a contract ending as well as any other reason.

9. **REPORT**: Within 120 days of the Grant Recipient's receipt of the EMS grant funds, a final report shall be submitted to Brevard County. The final report shall at a minimum contain a narrative describing the activities conducted including any bid or purchasing process and a copy of all invoices and canceled checks relating to the purchase of any equipment and supplies. If the activity funded was for training, a list of all individuals receiving the training shall be submitted along with the dates, times and location of the training. If the grant was for training to be obtained by staff then a copy of all invoices and payment documents for the training shall also be submitted. Brevard County reserves the right to conduct an on site inspection and verification of all equipment purchased under this agreement.

10. **COMMUNICATIONS EQUIPMENT**: The Grant Recipient shall have all communications activities, services, and equipment approved in writing by the State Department of Management Services, Information Technology Program (ITP).

11. **CREDIT STATEMENT**: The Grant Recipient ensures that where activities supported by this grant produce original writing, sound recording, pictorial reproductions, drawings or other graphic representations and works of any other nature, notices, informational pamphlets, press releases, advertisements, descriptions of the sponsorship of the program, research reports, and similar public notices prepared and released by the provider shall include the statement:

"Sponsored by [Your Organization's Name], the Brevard County Board of County Commissioners, and the State of Florida, Department of Health, Bureau of Emergency Medical Services."

If the sponsorship reference is in written or other visual material, the words, "Brevard County Board of County Commissioners, State of Florida, Department of Health, Bureau of Emergency Medical Services" shall appear in the same size letter or type as the name of the Grant Recipient's organization.

One complimentary copy of all such materials shall be sent to Brevard County within one week of their reproduction and delivery to the Grant Recipient. If the proper credit statement is not included, or if a copy of each item produced is not provided to Brevard County within one week, the cost for any such materials produced shall be disallowed.

Where activities supported by this grant produce writing, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature, Brevard County and the State of Florida Department of Health Bureau of Emergency Medical Services, and others acting on their behalf, have the right to use, duplicate and disclose such materials in whole or in part, in any manner or purpose whatsoever. If the materials so developed are subject to copyright, trademark, or patent, 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, will vest in the State of Florida, Department of State, for the exclusive use and benefits of the state. Pursuant to section 286.02 (1), F.S., no person, firm or corporation, including parties to this grant, shall be entitled to use the copyright, patent or trademark without the prior written consent of the Department of State.

12. **FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS**: This is applicable if the Grant Recipient is any local government entity, nonprofit organization, or for-profit organization. An audit, performed in accordance with section 215.97, F.S. by the Auditor General shall satisfy this requirement.

13. **STATE FUNDED NONPROFIT ORGANIZATION**: This part is applicable if the Grant Recipient is a nonprofit organization that expends a total of $100,000 or more in funds from the Florida Department of Health, Bureau of Emergency Services during its fiscal year, which was not paid from a rate contract based on a set state or area-wide fixed rate for service, and of which less than $300,000 is federally funded. The determination of when a Grant Recipient has "expended" funds is based on when the activity related to the award occurs.

The Grant Recipient agrees to have an annual financial audit performed by independent auditors in accordance with the current Government Auditing Standards issued by the Comptroller General of the United States. Such audits shall cover the entire organization for the organization's fiscal year. The scope of the audit performed shall cover the financial statements and include reports on internal control and compliance. The reporting package shall include a schedule that discloses the amount of expenditures and/or receipts by

grant number for this grant and each grant with the Florida Department of Health, Bureau of Emergency Services in effect during the audit period. Compliance findings related to grants with the Florida Department of Health, Bureau of Emergency Services shall be based on the grant requirements, including any rules, regulations, or statutes referenced in the grant. The financial statements shall disclose whether or not the matching requirement was met for each applicable grant. All questioned costs and liabilities due to the Florida Department of Health, Bureau of Emergency Services shall be fully disclosed in the audit report with reference to the department grant involved. If the Grant Recipient receives funds from a grants and aids appropriation, the Grant Recipient shall have an audit, or submit an attestation statement, in accordance with Section 215.97, F. S. The audit report shall include a schedule of financial assistance, which discloses each state grant by number and indicates which grants are funded from state grants and aids appropriations. The Grant Recipient has "received" funds when it has obtained cash from the department or when it has incurred reimbursable expenses.

14. **SUBMISSION OF AUDIT REPORTS**: A copy of the audit report and any management letter by the independent auditors, or attestation statement, required by this Agreement shall be submitted to Brevard County within 180 days after the end of the Grant Recipient's fiscal year to the following, unless otherwise required by Florida Statutes. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Grant Recipient shall be held liable for reimbursement to Brevard County of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after Brevard County has notified the Grant Recipient of such noncompliance.

15. **RECORDS RETENTION**: The Grant Recipient shall ensure that audit working papers are made available to Brevard County and the Florida Department of Health, Bureau of Emergency Services, or its designee, upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Brevard County. The Grant Recipient shall keep books, records, and accounts of all activities related to this Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of Brevard County and shall be retained by the Grant Recipient for a period of five (5) years after termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by the Grant Recipient in the United States or any other country. All records or documents created by Brevard County, or provided to the Grant Recipient by Brevard County, in connection with this agreement, are public records and the Grant Recipient agrees to comply with any request for such public records or documents made in accordance with section 119.07, Florida Statutes.

16. **INDEPENDENT AGENCY:** The Grant Recipient shall perform this Agreement as an independent agency and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Grant Recipient or any of its agents or employees to be the agent, employee or representative of Brevard County.

17. **INDEMNIFICATION:** The Grant Recipient shall indemnify and hold harmless Brevard County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Grant Recipient, or anyone directly or indirectly employed by the Grant Recipient, or anyone for whose acts any of them may be liable, regardless of whether or not it is

caused, in part, by a party indemnified hereunder. The indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the Grant Recipient, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision. Nothing herein shall be construed to constitute a waiver of any party's sovereign immunity or the provisions of section 768.28, Florida Statutes.

18. **INSURANCE:** The Grant Recipient, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

(a). General Liability Insurance: General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars ($1,000,000) for Bodily Injury and Property Damage per occurrence (if applicable).

(b). Automobile Liability Insurance: Automobile Liability coverage shall be in the minimum amount of One Million Dollars ($1,000,000) combined single limits for Bodily Injury and Property Damage per accident (if applicable).

(c). Workers' Compensation Coverage: Full and complete Workers' Compensation Coverage, as required by State of Florida law shall be provided (if applicable).

(d). Professional Liability Insurance: Professional liability insurance, in an amount not less than $1,000,000 per claim, to cover its liabilities arising from activities performed under this Agreement (if applicable).

(e). Insurance Certificates: The Grant Recipient shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

19. **MODIFICATIONS TO AGREEMENT:** This Agreement, together with any Attachments, constitutes the entire contract between Brevard County and the Grant Recipient and supersedes all prior written or oral understandings. This Agreement and any Attachments may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto. The Brevard County Fire Chief shall have authority to execute modifications for awards not to exceed $24,999.00. For any modification that exceeds $24,999.00, the Chair of the Board of County Commissioners or County Manager shall have the authority to execute the modification.

20. **ASSIGNMENTS:** The Grant Recipient shall not assign any portion of this Agreement without the written permission of Brevard County.

21. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this contract each party shall bear its own attorney's fees and costs.

22. **GOVERNING LAW:** This Agreement shall be governed, interpreted and construed according to the laws of the state of Florida.

23. **VENUE:** Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

24. **COMPLIANCE WITH STATUTES**: It shall be the Grant Recipient's responsibility to be aware of and comply with all federal, state and local laws.

25. **COMPLIANCE WITH ADA OF 1990:** The Grant Recipient must comply with the American with Disabilities Act of 1990 (PL101 -336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify Brevard County from and against and any and all liability for any noncompliance on the part of the Grant Recipient.

26. **TERMINATION:** If either party fails or refuses to perform any of the provisions of this Agreement or otherwise fails to timely satisfy the contract provisions, either may notify the other party in writing of the nonperformance and terminate the contract or such part of the contract as to which there has been delay or a failure to properly perform. Such termination is effective upon the party's receipt of the Notice of Termination. Any vehicles, equipment or property purchased prior to the date of termination shall, at the option of Brevard County, become the property of Brevard County.

27. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any Grant Recipient who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). Brevard County shall consider the Grant Recipient's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

28. **FEDERAL TAX ID NUMBER:** The Grant Recipient shall provide to Brevard County its Federal Tax ID Number or, if the Grant Recipient is a sole proprietor, a Social Security Number.

29. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Grant Recipient, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

30. **DEBARMENT AND SUSPENSION:** Brevard County will not intentionally award contracts to any agency that:

    (a) Has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local Department or agency;

    (b) Has, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has, within a 3-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

31. **CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

32. **SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

33. **ATTACHMENTS**: In the performance of this Agreement, the Grant Recipient shall comply with Attachment "A" - Itemized Budget.

34. **NOTICE:** Notice under this Agreement shall be given by certified mail or hand delivery as follows: Mark Schollmeyer, Fire Chief, Brevard County Fire Rescue Department, 1040 S. Florida Avenue, Rockledge, FL 32955; and Notice shall be given to the Grant Recipient by certified mail or hand delivery as follows: John Titkanich, City Manager, City of Cocoa,65 Stone Street, Cocoa, Fl. 32922.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

FOR THE COUNTY:

By: _____ 12-09-15
Mark Schollmeyer, Brevard County Fire Chief — Date

FOR THE GRANT RECIPIENT:

By: John A. Titkanich, Jr. 12/18/15
Signature — Date

John A. Titkanich, Jr. AICP / City Manager — City of Cocoa Fire Department
Name & Title, Typed or Printed — Name of Organization

65 Stone Street — Cocoa, FL 32922
Mailing Address — City, State, Zip Code

Attachment "A"
Itemized Budget

Item: 1-PharmaaceuticalDispenserw/software&Maint.	Budgeted Amount:	$14,200.00
	Total:	$14,200.00

RESOLUTION NO. 2016-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; and

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

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

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

SECTION 1. The 2015-2016 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 12th day of January, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2200 | DATE PREPARED: 12/23/15

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 14,200	001-0000-334.61-10		BREVARD COUNTY EMS GRANT	$ 0	$ 0	$ 14,200	$ 142,000
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 14,200	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 14,200	001-2201-522.64-00	FD16VM	MACHINERY AND EQUIPMENT	$ 250,480	$ 250,480	$ 264,680	$ 268,276
$ 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
$ 14,200	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This form is to amend FY2016 Budget for the award of the Brevard County Fire Rescue Grant which will be used for a Pharmaceutical Dispenser w/Software and Maintenance. Agenda item 15-626.

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/12/16 *RESOLUTION #:* 2016-05

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.

12/23/15	Lea Taylor (Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2015.12.23 10:55:28 -05'00')	12/29/15	Lea Taylor (Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2015.12.29 16:26:19 -05'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
12/29/15	Gene Prince (Digitally signed by Gene Prince DN: dc=org, dc=cocoafl, ou=Fire Administration, cn=Gene Prince, email=gprince@cocoafl.org Date: 2015.12.29 07:26:21 -05'00')	12/29/15	Anne Quesada (Digitally signed by Anne Quesada Date: 2015.12.29 16:26:04 -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 #:	15-612	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	12/22/2015			**In control:**	City Council
On agenda:	1/12/2016			**Final action:**	
Title:	The owner, Lawrence W. Sinclair, is requesting the code enforcement lien be forgiven for the property located at 1052 Mitchel St. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lien reduction app. 1052 Mitchell St. CE 09-229.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 15, 2015
Agenda Date: January 12, 2016
Prepared By: Chris Counsellor, Code Enforcement Supervisor
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
The owner, Lawrence W. Sinclair, is requesting the code enforcement lien be forgiven for the property located at 1052 Mitchel St.

BACKGROUND:

The Code Enforcement Board held a public hearing on May 21, 2009, at which time the Board found the owner, Richard Lee Brown., in violation of the following:

Section 6-900(b)(12) Unfinished Structure
Section 6, Article I, Section 6-105(a), Building Permits

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective July 6, 2009. The lien ran at $100 per day from July 6, 2009 until compliance was achieved on October 26, 2009. The lien is $11,200 and the current owner, Lawrence W. Sinclair, is requesting that the lien be forgiven.

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

- Whether the current owner owned the property at the time the violation(s) occurred; No, Lawrence W. Sinclair acquired title to the property on December 17, 2014.

- How many (if any) previous code enforcement cases were on the property; there have been (7) previous cases on this property. All have complied.

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

- The number of violations related to the subject lien; 2 violations.

- The length of time the code enforcement lien ran before the violation was brought into compliance; the lien ran for 112 days.

- The current market value of the subject property; The current market value is $29,410 according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the lien be reduced to $500.

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

STRATEGIC PLAN CONNECTION:

None.

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on November 19, 2015, unanimously recommended that the lien be reduced to $500.

RECOMMENDED MOTION:

Follow the recommendation of the Code Enforcement Board to reduce the lien to $500.

Application # CE - 09 - 229

Serving the Community

LIEN REDUCTION OR FORGIVENESS APPLICATION

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

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

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

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

For Office Use Only - Date Received

RECEIVED
OCT 15 2015
BY:

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** October 15, 2015

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

Company (if applicable): _____

Name: Lawrence W. Sinclair

Mailing Address: 1052 Mitchell St

City: Cocoa State: FL Zip Code: 32922

Phone #: 321-305-6186 Fax #: _____

Mobile #: 386-290-5851 E-mail: larry@larrysinclair.com

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

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. Information for property on which violation occurs:

Street Address and Location: 1052 Mitchell Street

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

2 4 - 3 6 - 2 9 - 7 8 - 0 0 0 0 0 0 . 0 - 0 0 5 7 . 0 0

☐☐ - ☐☐ - ☐☐ - ☐☐ - ☐☐☐☐☐☐ . ☐ - ☐☐☐☐ . ☐☐

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

2 4 2 2 6 3 8 ☐☐☐☐☐☐☐

Existing Use(s) on Property: Single Family Primary residence

Nature of Violation: Sec. 6-900 (b) (12) unfinished structure & Sec. 6-105 (a) Building Permits required

Date Fine or Lien Imposed: Sept 21, 2009 Amount of Fine: $100.00 per day

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

Date upon which the subject property was brought into compliance: October 26, 2009

5. Please provide the following information:

Code enforcement case number: CE-09-229

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

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

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

This fine was imposed against Richard Brown in 2009 and if enforced should be collected from him. Brown still resides within Brevard County and I do not see why I should have to pay a fine which was imposed upon him 2009. I am on limited income and I have since becoming owner of the property put a good deal of money sweat and effort into it.

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

I cannot tell you why Brown, who was an employee of Brevard County at the time, felt he did not have to comply with Code or the permitting process. I can only speak for what I do and since I purchased the home in Dec 2014 I have complied with all code and permitting requirements and have turned what was a very bad eyesore into a well maintained code compliant home

Amount you are requesting that the lien be reduced by or forgiven: $11,200.00

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

The fine was imposed against Richard Brown who lost the property in a tax sale. The order states the fine can be applied against any real or personal property of Richard Brown and I have established that Brown continues to reside in Brevard County and enforcement of this fine should be directed against Brown and not my property. I live on a limited income and upon taking ownership of the property I went above and beyond what was required.

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

NO

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

   a. ☑ **Notarized application.**

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

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

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

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

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

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

Public hearing process information – please read this!

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Lawrence W. Sinclair being first duly sworn, depose and say that:

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

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

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

(APPLICANT SIGNATURE)

JOY LOMBARDI
MY COMMISSION # FF 245886
EXPIRES: August 3, 2019
Bonded Thru Budget Notary Services

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

Personally Known ☐ OR Produced Identification ☑

Type of I.D. Produced FL Drivers License

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 15 day of October, 20 15

FOR OFFICE USE ONLY

Fee of $ 20.00 in cash ☑ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: 30850

Date: 10/15/15

Signature from Code Enforcement Division:

Code Enforcement Public Hearing Date: 11/19/15

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

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

Dana Blickley, CFA
Property Appraiser
Brevard County, FL

Property Details

General Parcel Information

Parcel ID:	24-36-29-78-00000.0-0057.00	**Millage Code:**	23D0	**Exemption:**		**Use Code:**	110
Site Address:	1052 MITCHELL ST , COCOA 32922					**Tax ID:**	2422638

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

Owner Information

Owner Name:	SINCLAIR, LAWRENCE
Second Name:	
Mailing Address:	1052 MITCHELL ST
City, State, Zipcode:	COCOA, FL 32922

Abbreviated Description

Plat Book/Page: 0010/0045	Sub Name: BROADMOOR ACRES SUBD	LOT 57

Value Summary

Roll Year:	**2013**	**2014**	**2015**
Market Value Total:[1]	$40,520	$41,030	$29,410
Agricultural Market Value:	$0	$0	$0
Assessed Value Non-School:	$40,520	$41,030	$29,410
Assessed Value School:	$40,520	$41,030	$29,410
Homestead Exemption:[2]	$0	$0	$0
Additional Homestead:[2]	$0	$0	$0
Other Exemptions:[2]	$0	$0	$0
Taxable Value Non-School:[3]	$40,520	$41,030	$29,410
Taxable Value School:[3]	$40,520	$41,030	$29,410

Land Information

Acres:	0.15
Site Code:	1

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

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

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

Sale Information

Official Records Book/Page	Sale Date	Sale Amount	Deed Type	Sale Screening Code	Sale Screening Source	Physical Change Code	Vacant/Improved
7268/0917	12/17/2014	$35,000	QC	11			I
7035/0828	12/20/2013	$7,600	XD	11			I
3357/3563	2/1/1992	$13,750	QC				I
1783/0685	8/1/1977	$0	QC				

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

Building Information

PDC #	Use Code	Year Built	Story Height	Frame Code	Exterior Code	Interior Code	Roof Type	Roof Material	Floors Code	Ceiling Code
1	110	1951	8	03	03, 05	03	02	04	03	03

Building Area Information

								Basements	Attics				

CITY OF COCOA
*** CUSTOMER RECEIPT ***
Oper: COCODOS Type: OC Drawer: 1
Date: 10/15/15 01 Receipt no: 30850

	Year	Number	
	2009	229	Amount
CE		CODE ENFORCEMENT	
			$20.00

Tender detail
CA CASH
Total tendered $20.00
Total payment $20.00
$20.00

Trans date: 10/15/15 Time: 13:52:33

*** TOTAL DOES NOT INCLUDE CC FEE ***

PAYMENTS CAN NOW BE MADE ONLINE AT
HTTP://WWW.COCOAFL.ORG OR THROUGH THE
AUTOMATED PHONE SYSTEM (321) 433-8400

Legislation Details (With Text)

File #:	15-613	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	12/22/2015			**In control:**	City Council
On agenda:	1/12/2016			**Final action:**	
Title:	The owner, Andreasen & Kopensky LLC. is requesting the code enforcement lien be forgiven for the property located at 415 Churchill Dr. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lien Reduction app.415 Churchill Dr. CE 15-502.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 15, 2015
Agenda Date: January 12, 2016
Prepared By: Chris Counsellor, Code Enforcement Supervisor
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
The owner, Andreasen & Kopensky LLC. is requesting the code enforcement lien be forgiven for the property located at 415 Churchill Dr.

BACKGROUND:

The Code Enforcement Board held a public hearing on May 23, 2015, at which time the Board found the owner, Fountain Property Mgmt., Inc., in violation of the following:

Section 6-1002(a), Swimming Pools and Enclosures
Section 6-1001(g), Accessory Structures

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective May 23, 2015. The lien ran at $250 per day from May 23, 2015 until compliance was achieved on July 30, 2015. The lien is $17,000 and the current owner, Andreasen & Kopensky, is requesting that the lien be forgiven.

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

• Whether the current owner owned the property at the time the violation(s) occurred; Andreasen & Kopensky. acquired title to the property on April 29, 2015; however, Brevard County Property Appraiser records had not been updated to show a new owner, so Code Enforcement sent

all correspondence to the previous owner Fountain Property Mgmt., Inc. The property was posted in accordance with F.S., Ch. 162.

- How many (if any) previous code enforcement cases were on the property; there have been (4) previous cases on this property. (2) Liens have been paid; and (2) Liens have complied.

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

- The number of violations related to the subject lien; 2 violations.

- The length of time the code enforcement lien ran before the violation was brought into compliance; The lien ran for 68 days.

- The current market value of the subject property; The current market value is $44,200 according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the lien be reduced to $1,700.

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

STRATEGIC PLAN CONNECTION:

None.

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on November 19, 2015, unanimously recommended that the lien be reduced to $1,700.

RECOMMENDED MOTION:

Follow the recommendation of the Code Enforcement Board to reduce the lien to $1,700.

Application # **CE** - 15 - 502

CITY OF COCOA

Serving the Community

LIEN REDUCTION OR FORGIVENESS APPLICATION

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

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

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

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

For Office Use Only - Date Received

RECEIVED
OCT 28 2015
BY:

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 9/30/2015

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

Company (if applicable): Andreasen and Kopensky LLC

Name: Jerome Kopensky

Mailing Address: 7680 Universal Blvd Suite 100

City: Orlando State: FL Zip Code: 32819

Phone #: 954-464-4104 Fax #: _____

Mobile #: _____ E-mail: _____

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

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

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

Street Address and Location: 415 Churchill Drive, Cocoa, FL 32922

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

24-36-29-75-0000E.0-0031.00

__-__-__-__-_____.__-_____.__

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

2422338 _____

Existing Use(s) on Property: Residence

Nature of Violation: Accessory Violation (Fence)

Date Fine or Lien Imposed: 5/18/2015 Amount of Fine: $250 ea per day

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

Date upon which the subject property was brought into compliance: 8/4/2015

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

Code enforcement case number: 15-00000502

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

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

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

Notice of Violation, and Finding of Facts were delivered to ~~properties~~ property's previous owner. Independant to the notice, we were doing renovation work that brought the violation to compliance

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

Notice was not issued to property owner

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

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

Once notified informally by contractors that Code Enforcement issued violation, owner worked expeditiously to resolve violation (even without formal violation)

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

N/A

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

   a. ☑ **Notarized application.**

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

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

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

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

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

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

Public hearing process information – please read this!

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Jerome Kopensky being first duly sworn, depose and say that:

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

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

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

(APPLICANT SIGNATURE)

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

Personally Known ☑ OR Produced Identification ☐

Type of I.D. Produced _____

NABIL OUMEDLOUZ
Notary Public - State of Florida
My Comm. Expires Jul 14, 2016
Commission # EE 186931

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 8 day of October, 20 15

FOR OFFICE USE ONLY

Fee of $ 20.00 in cash ☐ or check ☑ (No. 139) payable to the "City of Cocoa".

Receipt Number: 62629

Date: 10/29/15

Signature from Code Enforcement Division:

Code Enforcement Public Hearing Date: 11/19/15

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

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

Dana Blickley, CFA
Property Appraiser
Brevard County, FL

Property Details

General Parcel Information

Parcel ID:	24-36-29-75-0000E.0-0031.00	**Millage Code:**	23D0	**Exemption:**		**Use Code:**	110
Site Address:	415 CHURCHILL DR , COCOA 32922					**Tax ID:**	2422338

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

Owner Information

Owner Name:	ANDREASEN & KOPENSKY LLC
Second Name:	
Mailing Address:	7680 UNIVERSAL BLVD #100
City, State, Zipcode:	ORLANDO, FL 32819

Abbreviated Description

Plat Book/Page: 0011/0096	Sub Name: ROYAL GARDEN HOMES	LOT 31 BLK E

Value Summary

Roll Year:	**2013**	**2014**	**2015**
Market Value Total:[1]	$43,980	$44,990	$44,200
Agricultural Market Value:	$0	$0	$0
Assessed Value Non-School:	$43,980	$44,990	$44,200
Assessed Value School:	$43,980	$44,990	$44,200
Homestead Exemption:[2]	$0	$0	$0
Additional Homestead:[2]	$0	$0	$0
Other Exemptions:[2]	$0	$0	$0
Taxable Value Non-School:[3]	$43,980	$44,990	$44,200
Taxable Value School:[3]	$43,980	$44,990	$44,200

Land Information

Acres:	0.18
Site Code:	1

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

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

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

Sale Information

Official Records Book/Page	Sale Date	Sale Amount	Deed Type	Sale Screening Code	Sale Screening Source	Physical Change Code	Vacant/Improved
7360/0461	4/29/2015	$40,000	WD	01			I
7360/0459	4/29/2015	$100	QC	11			I
6833/1294	3/21/2013	$28,800	XD	11			I
6824/0073	3/11/2013	$5,000	QC	11			I
6040/1826	9/22/2009	$20,000	WD	12			I
6015/0365	8/25/2009	$100	CT	11			I
4243/1837	10/27/2000	$68,000	WD				I
4229/1416	8/30/2000	$43,700	WD	02	01		I
4142/1425	3/30/2000	$100	CT				I
3385/1642	4/30/1994	$49,000	WD				I
3269/0702	1/1/1993	$100	QC				I
3208/4480	3/1/1992	$100	QC				I
0917/0331	12/1/1966	$11,200					

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

www.sunbiz.org

Detail by Entity Name

Florida Limited Liability Company

ANDREASEN & KOPENSKY LLC

Filing Information

Document Number	L15000064092
FEI/EIN Number	NONE
Date Filed	04/13/2015
Effective Date	04/13/2015
State	FL
Status	ACTIVE

Principal Address

7680 UNIVERSAL BLVD
100
ORLANDO, FL 32819

Mailing Address

7680 UNIVERSAL BLVD
100
ORLANDO, FL 32819

Registered Agent Name & Address

ANDREASEN, OMAR
7680 UNIVERSAL BLVD.
100
ORLANDO, FL 32819

Authorized Person(s) Detail

Name & Address

Title MGR

OMAR, ANDREASEN
7680 UNIVERSAL BLVD. #100
ORLANDO, FL 32819

Title MGR

JEROME, KOPENSKY
7680 UNIVERSAL BLVD. #100
ORLANDO, FL 32819

CFN 2015108846, OR BK 7378 PAGE 367,
Recorded 06/02/2015 at 08:16 AM, Scott Ellis, Clerk of Courts, Brevard County
Pgs:2

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 15-00000502

0
COCOA CITY
65 STONE ST

COCOA FL 32922-7807

THE CITY OF COCOA
A Florida Municipal Corporation,

Complainant,

vs.

Fountain Property Mgmt Inc.
Fpm Twenty Ten LLC
Owners of the Property located at:
P.O. Box 33328
Palm Beach Gardens, FL 33420-3328

Parcel ID: 24-36-29-75-0000E.0-0031.00

Respondent,

_____/

ORDER IMPOSING PENALTY ON FIRST VIOLATION

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on May 21, 2015 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact and Conclusions of Law incorporated into this Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds:

1. That the Respondent was provided a Notice of Violation in accordance with Section 6-804 of the City of Cocoa Code of Ordinances ("City Code") and consistent with Sections 162.06 and 162.12 of the Florida Statutes;

2. That a violation of Section 6-1001(g), Accessory Structures; and Section 6-1002(a-b), Swimming Pools and Enclosures, of the City Code, exist or existed upon the Property and Respondent was further provided a reasonable time to correct said violation;

3. That Respondent either failed or refused to correct such violation within the reasonable time period provided in the Notice of Violation; that the Respondent was provided Notice of Hearing before the Code Enforcement Board;

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS, IT IS HEREBY ORDERED:

1. Respondent be given 24 hours to correct any violation of the City Code on the property; and

2. If Respondent fails to correct the violation within the time period set forth herein, a fine shall be immediately entered in the amount of two hundred fifty dollars ($250.00) per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to provide notice of such violation being corrected to the Code Enforcement Officer.

3. If Respondent fails to correct any and all violations on the property within the time period prescribed herein, the Clerk of the Code Enforcement Board shall be directed to record a certified copy of this Order in the public records for Brevard County, Florida, which shall serve as a lien against the property.

4. Any and all future recurrences of any violation(s) addressed herein after same have been corrected shall necessitate further proceedings before the Code Enforcement Board without necessarily providing Respondent and opportunity to correct such violation and that the Code Enforcement Board, upon finding such repeat violation(s) exist shall impose a fine not to exceed five hundred dollars ($500.00) per day for each repeat violation, beginning on the first day the repeat violation(s) is/are found to exist.

DONE AND ORDERED at Cocoa, Florida, this 21st day of May, 2015.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

Jim Gifford, Chairman

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 22 day of May, 2015, by Jim Gifford, Chairman of the City of Cocoa Code Enforcement Board.

JOY LOMBARDI
MY COMMISSION # EE 094753
EXPIRES: August 3, 2015
Bonded Thru Notary Public Underwriters

Notary Public Signature

91 7108 2133 3939 5613 9416

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO: 15-00000502
CERTIFIED MAIL: 91771082133393959643392

May 18, 2015

Complainant

THE CITY OF COCOA,
A Florida municipal Corporation

Respondent(s)

Fountain Properties Mgmt. Inc.
FPM Twenty Ten LLC
P.O Box 33328
Palm Beach Gardens, FL 33420

VS.

NOTICE OF VIOLATION

PURSUANT to Section 162.06, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of violation(s) of the City of Cocoa Code of Ordinances, as more specifically described below. Respondent(s) is/are hereby notified that corrective action(s) to cure the violation(s) described below is/are to be voluntarily performed immediately. This violation presents a serious threat to *public health, safety and welfare of the community*, in accordance with section 162.12 Florida Statutes.
In the event that the violation(s) is/are not corrected within the time period set forth above or the violation(s) recur(s) even if the violation(s) is/are corrected at the time of hearing Respondent(s) may be required to attend a hearing before the Code Enforcement Board for the City of Cocoa, and a penalty as provided below may be imposed.

The Code Enforcement Board may enter an order requiring the Respondent(s) to correct the violation(s) and penalties may be assessed up to $250 per day for each first violation or up to $500 per day for each repeat violation described in this notice until the violation(s) has/have been corrected. If the violation(s) is/are corrected within the time period required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection.

1. Property where violation(s) exist(s):

415 Churchill Dr. Cocoa FL. 32922

PARCEL ID 24-36-29-75-0000E.0-0031.00

2. Name and address of owner(s) of Property where violation(s) exist(s):
Fountain Properties Mgmt. Inc.
FPM Twenty Ten LLC
P.O Box 33328
Palm Beach Gardens, FL 33420

3. Description of violation(s) at Property:

Sec.6-1001(a-b) Pools / Spas / Enclosures, Sec.6-1001(g) Accessory Structures (Fence)

4. Recommendations to correct violation(s) described above :
   a) The fence on the property must be replaced or repaired immediately. This is a safety issue due to the exposed pool on the property. If the fence is not replaced or repaired the *pool shall be enclosed and secured.*
   b) The pool area has what appears to mildew on the deck area.
   c) The screen enclosure which surrounds the pool has damaged screening and the door on the enclosure is missing. Contact the Building Division to obtain any permits which may be necessary.

This violation presents a serious threat to *public health, safety and welfare of the community*, in accordance with section 162.12 Florida Statutes.

If you have any questions regarding this Notice of Ordinance/Code Violation or the recommendations contained herein do not hesitate to contact the below signed Code Enforcement Officer at the City of Cocoa..

Dail Echevarria, Jr.
Code Enforcement 321-433-8530

Dana Blickley, CFA
Property Appraiser
Brevard County, FL

Property Details

General Parcel Information

Parcel ID:	24-36-29-75-0000E.0-0031.00	**Millage Code:**	23D0	**Exemption:**		**Use Code:**	110
Site Address:	415 CHURCHILL DR , COCOA 32922					**Tax ID:**	2422338

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

Owner Information

Owner Name:	FOUNTAIN PROPERTY MGMT INC
Second Name:	FPM TWENTY TEN LLC
Mailing Address:	P O BOX 33328
City, State, Zipcode:	PALM BEACH GARDENS, FL 33420-3328

Abbreviated Description

Plat Book/Page: 0011/0096	Sub Name: ROYAL GARDEN HOMES	LOT 31 BLK E

Value Summary

Roll Year:	**2012**	**2013**	**2014**
Market Value Total:[1]	$47,580	$43,980	$44,990
Agricultural Market Value:	$0	$0	$0
Assessed Value Non-School:	$47,580	$43,980	$44,990
Assessed Value School:	$47,580	$43,980	$44,990
Homestead Exemption:[2]	$0	$0	$0
Additional Homestead:[2]	$0	$0	$0
Other Exemptions:[2]	$0	$0	$0
Taxable Value Non-School:[3]	$47,580	$43,980	$44,990
Taxable Value School:[3]	$47,580	$43,980	$44,990

Land Information

Acres:	0.18
Site Code:	1

Bldg ABBES.

1002 a/b Pool.

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

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

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

Sale Information

Official Records Book/Page	Sale Date	Sale Amount	Deed Type	Sale Screening Code	Sale Screening Source	Physical Change Code	Vacant/Improved
6833/1294	3/21/2013	$28,800	XD	11			I
6824/0073	3/11/2013	$5,000	QC	11			I
6040/1826	9/22/2009	$20,000	WD	12			I
6015/0365	8/25/2009	$100	CT	11			I
4243/1837	10/27/2000	$68,000	WD				I
4229/1416	8/30/2000	$43,700	WD	02	01		I
4142/1425	3/30/2000	$100	CT				I
3385/1642	4/30/1994	$49,000	WD				I
3269/0702	1/1/1993	$100	QC				I
3208/4480	3/1/1992	$100	QC				I
0917/0331	12/1/1966	$11,200					

91 7108 2133 3939 5964 3392

ANDREASEN & KOPENSKY LLC
7680 UNIVERSAL BLVD. STE 100
ORLANDO, FL 32819

63-215/631
1000182503226

139

Date 10/23/2015

Pay to the order of City of Cocoa $ 20.00

Twenty and 00/100 Dollars

Security Features Included. Details on Back.

SUNTRUST ACH RT 061000104

CE15-502

Memo Recording Fee

MP

⑆063102152⑆ 1000182503226⑈ 0139

CITY OF COCOA
*** CUSTOMER RECEIPT ***
Oper: COCODDS Type: OC Drawer: 1
Date: 10/30/15 02 Receipt no: 62629

Year	Number		Amount
2015	502		
CE	CODE ENFORCEMENT		
			$20.00

Tender detail
CK CHECK 139 $20.00
Total tendered $20.00
Total payment $20.00

Trans date: 10/30/15 Time: 10:59:11

*** TOTAL DOES NOT INCLUDE CC FEE ***

PAYMENTS CAN NOW BE MADE ONLINE AT
HTTP://WWW.COCOAFL.ORG OR THROUGH THE
AUTOMATED PHONE SYSTEM (321) 433-8400

Legislation Details (With Text)

File #:	15-623	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Council Busines
File created:	12/29/2015			**In control:**	City Council
On agenda:	1/12/2016			**Final action:**	
Title:	Council Direction for Collection of Solid waste and Recycling Materials Contract with Waste Management. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Annual 15 Review Report.doc				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 29, 2015
Agenda Date: January 12, 2016
Prepared By: Cheryl Meisenzahl
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
Council Direction for Collection of Solid waste and Recycling Materials Contract with Waste Management

BACKGROUND:

The City's Contract with the current Municipal Solid Waste and Recycle Collection service provider, Waste Management, is set to expire on September 30 2016. The current contract was adopted January 9, 2007 and was renewed on July 26, 2011. The contract has one five-year renewal period remaining available. Three options are available at this time:
1 - Renew the current contract at the existing rates and terms using the remaining renewal option available with the ultimate expiration date in September 2021
2 - Renew the current contract with modifications to the terms, however with no extension of time past the available 5-year renewal term ending in September 2021
3 - Decline the final Renewal option and advertise for bids and award prior to the expiration of the current contract in September 2016

Option 1 is not recommended by Staff as Cocoa is still serviced with obsolete 18-gallon recycle bins. As the City looks to expand its efforts toward sustainability and increase recycling within the City, it is recommended that the 18-gallon recycle bins be replaced with 64-gallon wheeled recycling carts. This would require modification of the existing agreement.

Option 2 is an option that may be considered by the council. Waste Management has submitted a

proposed modification to the contract to implement a Single Stream recycle cart program at no additional costs to the City. City Staff has also requested a modification of the period that CPI adjustment is calculated to allow time to prepare the annual budget.

Option 3 is also an option that may be exercised by council. The current contract was negotiated approximately nine (9) years ago based on replicating a competitive bid from another city in Brevard County. The bidding process can be a time-consuming process for City staff. Consultants familiar with the nuances of Solid Waste Collection contracts offer services to insure that municipalities receive the best value in the bid process. They can be hired to prepare specifications and evaluate bids. These costs may be “passed on” to the prevailing contractor, resulting in no net expense to the City if desired.

It should be noted that the Image Committee identified Green Waste piles throughout the City negatively impacted the City’s overall physical image. Most of these piles are associated with vacant lots or commercial lots that do not pay for green waste pick-up. . Collection of these piles is either done by Public Works staff or done “gratis” by the contractor upon special request. An option to add collection of these piles to the regular services provided was identified as a possible future modification to the scope of services with either the current contractor or a future contractor.

Waste Management’s current contract requires staff to perform an annual evaluation of their quality of work over the past calendar year. The report as attached indicates that Waste Management has had a higher number of Missed Pick-Ups than last year and an associated increase of complaints. New management and procedures implemented in October seems to have improved these concerns.

STRATEGIC PLAN CONNECTION:

Reliable and efficient collection of solid waste, green waste and recycling materials improves the city’s public health and image.

BUDGETARY IMPACT:

There is no budgetary impact at this time. Bidding the contract may increase costs for consultant services that may be required.

PREVIOUS ACTION:

A five year extension of the current contract with Waste Management of Florida, Inc. was approved by on July 26, 2011.

RECOMMENDED MOTION:

Council Direction for Collection of Solid waste and Recycling Materials Contract with Waste Management

Legislation Details (With Text)

File #:	15-603	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	12/16/2015			**In control:**	City Council
On agenda:	1/12/2016			**Final action:**	
Title:	Approve Participation in a Cooperative Purchase Agreement with the County of Los Angeles California for Light Replacement Utilizing the U.S. Communities Contract No. MA-IS-1340234-4 with Graybar Electric Company Effective April 1, 2013 through March 31, 2016; To Approve a Resolution Amending the FY2016 Budget for Light Replacement				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	MA-1340234-4_Graybar_Electrical_Contract_org.signed.pdf Graybar Lighting Quote - WFO Budget Resolution FY 2016.docx Budget Amendment Form.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 22, 2015
Agenda Date: January 12, 2016
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
Approve Participation in a Cooperative Purchase Agreement with the County of Los Angeles California for Light Replacement Utilizing the U.S. Communities Contract No. MA-IS-1340234-4 with Graybar Electric Company Effective April 1, 2013 through March 31, 2016; To Approve a Resolution Amending the FY2016 Budget for Light Replacement

BACKGROUND:

A necessary lighting upgrade of the maintenance shop facilities located in the Utilities Building (351 Shearer Blvd.) was budgeted and approved in the FY16 Water Field Operations operational budget. LED lighting upgrade was suggested by the Maintenance Shop and Public Works staff due to the inadequate lighting levels experienced, and the increased expense of operating and maintaining the current fixtures. Subsequent to the FY16 budgeting process, it was discovered that the current overhead light fixtures in the warehouse were becoming brittle and releasing the light bulbs without warning becoming a safety hazard to team members below. Due to the safety issue present, a decision was made to increase the scope of this project to include all similar light fixtures that are currently in use within the Utilities building. In addition to the maintenance shop, the main warehouse, the small engine shop, the hydrant shop, and the meter shop were added to the project.

The original FY16 budget for the lighting project was established at $25,000. Adding the additional areas of concern raised the final project cost to $52,607.86. A transfer of $27,607.86 from Account No. 421-4025-536.46-00, Repairs & Maintenance to Account No. 421-4025-536.46-02, Repairs & Maintenance-Building will be required to fully fund this project.

At this time, we are requesting the use of the County of Los Angeles California U.S. Communities Contract No. MA-IS-1340234-4 through Graybar Electric Company for light replacement. This contract has been reviewed and used by Public Works and has been determined to be applicable to the services required by WFO.

Staff requests City Council approval of the County of Los Angeles California U.S. Communities contract with Graybar Electric Company to perform light replacement and the necessary budget transfer.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, but insufficient
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$52,607.86
Account Number	421-4025-536.46-02
Account Name	Repairs/Maint - Building
Sole of Funds	421-4025-536.46-00, R&M

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with Graybar Electric Company to Replace Several Light Fixtures within the Utilities Building utilizing the County of Los Angeles California U.S. Communities Contract No. MA-IS-1340234-4 effective April 1, 2013 through March 31, 2016.

TERM CONTRACT AWARD

INTERNAL SERVICES DEPARTMENT

CONTRACT NO: MA-IS-1340234-4

VERSION DATE:

PROCUREMENT FOLDER: 453245

BUYER: Theodore Lo
PHONE: 323-267-2207
EMAIL: ted.lo@isd.lacounty.gov

GRAYBAR ELECTRIC COMPANY
383 SOUTH CHERYL LANE

INDUSTRY CA 91789

VENDOR NO: 501079
CONTACT: JEFF PESKUSKI
PHONE: 630-640-4905

FISCAL YEAR:
EFFECTIVE DATE: 04/01/13
EXPIRATION 03/31/16

Electrical Products - US Comm

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	0.0000 %
2	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	2.0000 %
3	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	3.0000 %

COUNTY OF LOS ANGELES

VENDOR SIGNATURE/DATE Apr 29, 201

TERM CONTRACT AWARD

INTERNAL SERVICES DEPARTMENT

CONTRACT NO: MA-IS-1340234-4

VERSION DATE

PROCUREMENT FOLDER: 453245

BUYER: Theodore Lo
PHONE: 323-267-2207
EMAIL: ted.lo@isd.lacounty.gov

GRAYBAR ELECTRIC COMPANY
383 SOUTH CHERYL LANE

INDUSTRY CA 91789

VENDOR NO: 501079
CONTACT: JEFF PESKUSKI
PHONE: 630-640-4905

FISCAL YEAR:
EFFECTIVE DATE: 04/01/13
EXPIRATION 03/31/16

Electrical Products - US Comm

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	0.0000 %
2	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	2.0000 %
3	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	3.0000 %

COUNTY OF LOS ANGELES

VENDOR SIGNATURE/DATE

PRICE SHEET	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1340234-4

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
4	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	4.0000 %
5	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	5.0000 %
6	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	6.0000 %
7	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	7.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
8	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	7.5000 %
9	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	8.0000 %
10	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	9.0000 %
11	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	10.0000 %
12	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	12.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
13	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	13.0000 %
14	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	15.0000 %
15	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	16.0000 %
16	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	18.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
17	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	19.0000 %
18	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	20.0000 %
19	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	21.0000 %
20	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	22.0000 %
21	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	23.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
22	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	24.0000 %
23	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	25.0000 %
24	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	26.0000 %
25	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	27.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
26	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	28.0000 %
27	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	30.0000 %
28	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	31.0000 %
29	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	32.0000 %
30	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	33.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
31	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	34.0000 %
32	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	35.0000 %
33	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	36.0000 %
34	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	37.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
35	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	38.0000 %
36	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	39.0000 %
37	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	40.0000 %
38	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	41.0000 %
39	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	42.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
40	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	43.0000 %
41	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	44.0000 %
42	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	45.0000 %
43	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	46.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
44	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	47.0000 %
45	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	48.0000 %
46	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	49.0000 %
47	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	50.0000 %
48	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	51.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
49	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	52.0000 %
50	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	53.0000 %
51	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	54.0000 %
52	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	55.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
53	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	56.0000 %
54	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	57.0000 %
55	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	58.0000 %
56	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	59.0000 %
57	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	60.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
58	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	61.0000 %
59	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	62.0000 %
60	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	63.0000 %
61	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	64.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
62	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	65.0000 %
63	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	66.0000 %
64	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	67.0000 %
65	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	68.0000 %
66	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	70.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
67	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	71.0000 %
68	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	72.0000 %
69	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	73.0000 %
70	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	74.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
71	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	75.0000 %
72	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	76.0000 %
73	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	80.0000 %
74	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	82.0000 %
75	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	83.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
76	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	84.0000 %
77	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	86.0000 %
78	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	87.0000 %
79	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	88.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
80	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	89.0000 %
81	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	90.0000 %
82	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	91.0000 %
83	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	92.0000 %
84	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES - LIGHTING FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS	0.000		COST-PLUS	23.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR ONLY THIS LINE. catalog				
85	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES - SERVICES (LA COUNTY RESTRICTED) FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SERVICES SPREADSHEET FOR ONLY THIS LINE. (Service-List_of_Suppliers_Cost_Plus_noto_Exceed_26_Percent.xls) catalog	0.000		COST-PLUS	26.0000 %
86	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES - CORE ITEMS FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	0.0000 %
87	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES - Wire & Cable and Conduit, Channel & Fittings FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog	0.000		COST-PLUS	18.0000 %
88	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES - Wire & Cable and Conduit, Channel & Fittings	0.000		COST-PLUS	19.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog				
89	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES - Wire & Cable and Conduit, Channel & Fittings FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog	0.000		COST-PLUS	21.0000 %
90	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES - Wire & Cable and Conduit, Channel & Fittings FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog	0.000		COST-PLUS	22.0000 %
91	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES - Wire & Cable and Conduit, Channel & Fittings FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog	0.000		COST-PLUS	23.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
92	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES - Wire & Cable and Conduit, Channel & Fittings FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog	0.000		COST-PLUS	26.0000 %
93	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES - Wire & Cable and Conduit, Channel & Fittings FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog	0.000		COST-PLUS	30.0000 %

Terms & Conditions in accordance with RFP-IS-13255001.

LOCAL FIXED ASSETS - LA County Only.
For all local awards, any single piece of equipment priced at over $5,000/unit will be excluded from any resulting agreements.

SUBCONTRACTING

The requirements of the Master Agreement may not be subcontracted by the Supplier without the advance written approval of the County. Any attempt by the Supplier to subcontract without the prior written consent of the County may be deemed a material breach of the Master Agreement.

A. If the Supplier desires to subcontract, the Supplier shall provide the following information promptly to the County:

A description of the work to be performed by the Subcontractor;
A draft copy of the proposed subcontract; and
Other pertinent information and/or certifications requested by the County.

B. The Supplier shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Supplier employees.

C. The Supplier shall remain fully responsible for all performances required of it under the Master Agreement, including those that the Supplier has determined to subcontract, notwithstanding the County's approval of the Supplier's proposed subcontract.

D. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under the Master Agreement. The Supplier is responsible to notify its Subcontractors of this County right.

E. The County's Purchasing Agent or designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Supplier shall forward a fully executed subcontract to the County for their files.

F. The Supplier shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

G. The Supplier shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

H. The Supplier shall ensure delivery of all such documents before any Subcontractor employee may perform any work hereunder.

LOCAL SERVICES - LA County Only
For local awards, services will excluded from any resulting agreements. Only products will be included for local agreements.

VOLUME INCENTIVES:

A. A one half of a percent (0.5%) rebate on all purchases made in excess of one million dollars ($1,000,000), retroactive to dollar one. Paid annually.

B. A one percent (1.0%) rebate on all purchases made in excess of two million dollars ($2,000,000),

retroactive to dollar one. Paid annually.

C. A one and one half percent (1.5%) rebate on all purchases made in excess of four million dollars ($4,000,000), retroactive to dollar one. Paid annually.

SERVICES:
Pricing is a Not To Exceed Cost Plus 26%. Pricing will be determined by the size and scope of the project and level of Graybar's involvement. Graybar will provide a copy of the applicable invoices to verify compliance with the Not To Exceed benchmark. All pricing will be finalized with the Participating Public Agency prior to the issuance of any purchase order.

ADDITIONAL SERVICES AT NO COST:
Services with No Cost include, but are not limited to:
Shop Graybar,
eBusiness,
Graybar Smart Stock,
Inventory Management,
Graybar Building and Technology Specialists,
Contract Compliance,
Emergency Service,
Emergency Preparedness,
Mobility Solutions,
Municipal and Cooperative Utility Services

NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Supplier. This Master Agreement shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

NOTICE OF DELAYS

Except as otherwise provided under the Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the Master Agreement, that party shall, within two (2) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

NOTICE OF DISPUTES

The Supplier shall bring to the attention of the County any dispute between the County and the Supplier regarding the performance of services as stated in the Master Agreement.

The County Purchasing Agent and/or his designee shall make the sole determination regarding the disposition and resolution of the dispute.

CONSUMPTION REPORTS/ITEM NUMBERS/PURCHASES

Each County department or participating agency is to be assigned a customer number to be used in identifying each sale and proper billing address.
Supplier shall be required to furnish to the County's Purchasing Agent/designee or requesting participating agency, monthly computer based usage reports of purchases separated by individual County departments or entity, and/or delivery locations, and employee purchases, listing quantities of separate items purchased and total dollars expended.
Usage reports listing items in alphabetical order and descending dollar volume order must also be provided upon request.
Supplier must provide any other usage reports that the County Purchasing Agent/designee or participating agencies may require for their internal controls including but not limited to Green Product consumption, HUB/DBE use, etc.

TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S CHILD SUPPORT
COMPLIANCE PROGRAM

Failure of the Supplier to maintain compliance with the requirements set forth in the Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute default under the Master Agreement. Without limiting the rights and remedies available to the County under any other provision of the Master Agreement, failure of the Supplier to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate the Master Agreement pursuant to Termination for Default herein, and pursue debarment of the Supplier, pursuant to County Code Chapter 2.202.

TERMINATION FOR CONVENIENCE

The Master Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Such termination shall be effected by notice of termination to the Supplier specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective.
The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

A. After receipt of a notice of termination and except as otherwise directed by the County, the Supplier shall:
Stop performance under the Master Agreement on the date and to the extent specified in such notice, and
Complete performance of such part of the Master Agreement as shall not have been terminated by such notice.

B. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Supplier under the Master Agreement shall be maintained by the Supplier in accordance with paragraph 1.33.9 (Record Retention and Inspection/Audit Settlement) of this RFP.

TERMINATION FOR DEFAULT

The County may, by written notice to the Supplier, terminate the whole or any part of the Master Agreement, if, in the judgment of County's Purchasing Agent or designee:
Supplier has materially breached the Master Agreement; or
Supplier fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under the Master Agreement; or
Supplier fails to demonstrate a high probability of timely fulfillment of performance requirements under the

Master Agreement, or of any obligations of the Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

A. In the event that the County terminates the Master Agreement in whole or in part as provided herein, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated.

B. The Supplier shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Supplier shall continue the performance of the Master Agreement to the extent not terminated under the provisions of this sub-paragraph.

C. Except with respect to defaults of any Subcontractor, the Supplier shall not be liable for any such excess costs of the type identified herein if its failure to perform the Master Agreement arises out of causes beyond the control and without the fault or negligence of the Supplier. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Supplier. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Supplier and Subcontractor, and without the fault or negligence of either of them, the Supplier shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Supplier to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

C. If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Supplier was not in default under the provisions herein, or that the default was excusable under the provisions, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Convenience, as described herein.

D. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement.

TERMINATION FOR IMPROPER CONSIDERATION

The County may, by written notice to the Supplier, immediately terminate the right of the Supplier to proceed under the Master Agreement if it is found that consideration, in any form, was offered or given by the Supplier, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Master Agreement or the making of any determinations with respect to the Supplier's performance pursuant to the Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Supplier as it could pursue in the event of default by the Supplier.

A. The Supplier shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

B. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

TERMINATION FOR INSOLVENCY

The County may terminate the Master Agreement in the event of the occurrence of any of the following:

A. Insolvency of the Supplier. The Supplier shall be deemed to be insolvent if it has ceased to pay its debts

for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Supplier is insolvent within the meaning of the Federal Bankruptcy Code;

B. The filing of a voluntary or involuntary petition regarding the Supplier under the Federal Bankruptcy Code; the appointment of a Receiver or Trustee for the Supplier; or the execution by the Supplier of a general assignment for the benefit of creditors.

The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement.

TERMINATION FOR NON APPROPRIATION OF FUNDS

Notwithstanding any other provision of the Master Agreement, the County shall not be obligated for the Supplier's performance hereunder or by any provision of the Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for use under the Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated, then the Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Supplier in writing of any such non-allocation of funds at the earliest possible date.

VALIDITY

If any provision of the Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of the Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

WAIVER

No waiver by the County of any breach of any provision of the Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of the Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement.

WARRANTY AGAINST CONTINGENT FEES

The Supplier warrants that no person or selling agency has been employed or retained to solicit or secure the Master Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Supplier for the purpose of securing business. For breach of this warranty, the County shall have the right to terminate the Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

PARTICIPATING MUNICIPALITIES

Excluding any local awards, the County has designated U.S. Communities Government Purchasing Alliance (herein U.S. Communities) as the agency to provide administrative services related to purchases by other governmental entities (Participating Public Agencies) under the Master Agreement. At the County's sole discretion and option, and upon Supplier entering into the requisite U.S. Communities Administration Agreement, Participating Agencies may acquire products under the Master Agreement. Such acquisitions shall be at the prices stated in the Master Agreement, or lower.

The awarded Supplier(s) must deal directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment. The County is acting as

Contracting Agent for the Participating Public Agencies and shall not be held liable for any costs, damages, etc. incurred by any other Participating Public Agency.

In no event shall the County be considered a dealer, remarketer, agent or representative of the Supplier.

PRE-PRINTED TERMS AND CONDITIONS

Pre-printed terms and conditions/bidders contract documents. Bidders pre-printed terms and conditions or restrictions commonly appearing on the reverse side of letters submitted with the bid and/or bidders specifications material and contract documents will be disregarded in the absence of a positive written statement from Bidder and approved in writing by the County Purchasing Agent that all or a particular portion of such writings are in addition to or supersede the County terms and conditions.

RESERVATION

The County of Los Angeles reserves the right to bid individual large requirements when deemed in the best interests of the County.

RETURN OF GOODS RECEIVED

In bidding, Proposer agrees to accept for full credit any merchandise returned in good condition within five days after receipt of goods without any handling charges; however, no return shall be made of any material which has been put into operation other than for test. When products delivered fail to meet specification, cost of inspection shall be for account of vendor.

CANCELLATION

Any agreement formulated from this inquiry may be cancelled by either party upon (ninety) 90 days written notice. The County may continue to place orders against said agreement until the effective date of such cancellation.

PRICING

Except as specifically noted herein, category product price proposals shall be firm, fixed prices for one year after the award for core list items and discount off manufacturer price list for all other items. In all cases, the County will reserve the right to reject any price increases during the terms of the Master Agreement. The County reserves the right to negotiate pricing and to add and delete items.

PRICE ADJUSTMENTS

All price adjustment requests must be submitted no less than 60 days prior to implementation. All upward price adjustments must be supported by manufacturers letter(s) substantiating the requested increase, the percent increase and must be approved by County Purchasing Agent. Price decreases will be accepted any time during he contract period with 60 day notice.

MASTER AGREEMENT TERM

The Master Agreement term shall be for a period of three (3) years from the date of award, with two (2) additional 12-month extension options which may be exercised at the sole discretion of the County.

SUBSTITUTION

Products purchased as a result of any award made from this RFP are to be supplied as offered, and accepted without substitution of material or style, at the contract price. Any deviation must be approved in advance by the requisitioning agency official.

FREIGHT
Freight Prepaid and Allowed. All charges including, but not limited to, transportation, packing and installation, to any location, including desktop delivery within agency facilities, anywhere within Los Angeles County or any location in all 50 States, must be inclusive in the Supplier's price.

Amendment #1
Corrected quantity on lines 84 and 85 and changed to zero. Everything else remains the same.

Amendment #2
Added line 87 to 93 for Wire & Cable and Conduit and Channel fitings cost plus. Everything else remains the same.

Amendment #3
Changed contact name from Dan to Jeff Peskuski. Everything else remains the same.

The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.

PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.

ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.

Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.

County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

CONTRACTOR RESPONSIBILITY AND DEBARMENT

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.

3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board,the Contractor may be deemed to have waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment.

2. Upon request by COUNTY, identify the country/countries of origin of any products. goods, supplies or other personal property bidder sells or supplies to COUNTY, and

3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sale discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material. breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.

ASSIGNMENT BY CONTRACTOR

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange. assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

2400 SOUTH DIVISION AVE
ORLANDO FL 32805-6258
Phone: 407-841-4810
Fax: 407-841-0238

To: City of Cocoa
Attn: Chris Collier
Phone: (321)433-8811
Fax:
Email: ccollier@cocoafl.org

Contact: Margaret Kelley
Phone: (813) 431-0876
Email: Margaret.kelley@graybar.com

Date: 12/3/2015
Project Name: WFO LED Lighting
Quote #:
Valid For: 30
Valid To: 1/2/2016

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

QTY	Supplier	Part Number	Description	
1	Chrome	Labor	**Total labor for all areas**	$29,034.23
			Warehouse	
31	GE	ABV1-0-1-T-47-D-G-V-23-K-N-W	LED High Bay	$8,525.00
			Maintenance	
25	GE	ABV1-0-1-T-47-D-G-V-23-K-N-W	LED High Bay	$6,875.00
			Three Storage rooms	
3	GE	ABV1-0-1-T-47-D-G-V-23-K-N-W	LED High Bay	
12	GE	LED21T8/4/840	LED T8 TUBE	
6	GE	LED21/T8/DR/2L	LED DRIVER	
3	LEVITION	OSC20-M0W	SENSORS	
3	LEVITION	OPP20-D1	POWER PACK	
				$1,588.84
			Maintenance Mezzanine	
6	GE	ALV1-0-1-T-47-D-8-S-N-V-ST-K-N-W	LED Strip Work Station	
30	GE	LED21T8/4/840	LED T8 TUBE	
15	GE	LED21/T8/DR/2L	LED DRIVER	
1	LEVITION	OSC20-M0W	SENSORS	
1	LEVITION	OPP20-D1	POWER PACK	
				$2,632.11
			Warehouse Upstairs/Downstairs	
96	GE	LED21T8/4/840	LED T8 TUBE	
56	GE	LED21/T8/DR/2L	LED DRIVER	
6	LEVITION	OSC20-M0W	SENSORS	
2	LEVITION	OPP20-D1	POWER PACK	
				$3,952.68
			Total in USD (Tax not included)	**$52,607.86**

***Cost does not exceed allowable mark-up in accordance with U.S Communities Contract # MA-IS-1340234**

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com **24-Hour Emergency Phone#: 1-800-GRAYBAR**

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted,freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be at the of order placement.

GRAYBAR ELECTRIC COMPANY, INC.

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.

2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.

3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.

4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.

5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.

6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.

9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.

10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.

11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.

12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.

13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.

14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.

15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4025 | DATE PREPARED: 12/16/15

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 27,608)	421-4025-536.46-00		Repairs and Maintenance	$ 2,294,419	$ 2,294,419	$ 2,266,811	$ 656,842
$ 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
($ 27,608)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 27,608	421-4025-536.46-02		Repairs/Maintenance - Building	$ 105,461	$ 105,461	$ 133,069	$ 127,446
$ 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
$ 27,608	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer funds to cover the cost of replacing the lighting in the warehouse (upstairs and downstairs), maintenance shop, storage rooms (3), and maintenance mezzanine. WFO budgeted $25,000 for this project in FY16 to cover the maintenance shop only, but later added other areas of the Utilities building due to a safety concern with the existing lighting system. A council agenda item will be presented at the January 12, 2016 council meeting for this project. Agenda item 15-603.

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/12/16 *RESOLUTION #:* 2016-02

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.

12/23/15 Melinda Keesee Digitally signed by Melinda Keesee Date: 2015.12.23 08:56:38 -05'00'	12/29/15 Lea Taylor Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2015.12.29 08:23:34 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
12/28/15 John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoa4, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2015.12.28 10:09:06 -05'00'	12/29/15 Anne Quesada Digitally signed by Anne Quesada Date: 2015.12.29 11:17:53 -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 #:	15-611	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	City Business
File created:	12/22/2015			**In control:**	City Council
On agenda:	1/12/2016			**Final action:**	
Title:	Approve a Resolution and Budget Transfer for the purchase of three (3) utility trucks originally budgeted & approved in FY-2015. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01_13_15.pdf 65435.pdf 65438.pdf 65439.pdf duval invoices.pdf DUVAL LETTER.pdf Item V.3.pdf Budget Resolution FY 2016.docx Budget Amendment Form.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 22, 2015
Agenda Date: January 12, 2016
Prepared By: Tony Jones, Fleet Manager
Through: Everett Wegerif, P.E. Public Works Director
Requested Action:
Approve Budget Transfer for the purchase of three (3) utility trucks originally budgeted & approved in FY-2015

BACKGROUND:

In FY-2015, three (3) Ford F450 Utility Trucks were order through Duval Ford. Purchase Orders were 65435, 65438 and 65439 for Department / Divisions 4020 Dyal Water Treatment Facility, 4025 Water Field Operations and 4125 Sewer Field Operations. All three vehicles were purchased off the Florida Sheriff Association contract and approved by Cocoa City Council on January 13, 2015. During the production, Ford Motor Company had some production issues with F450 & F550 cab & chassis which delayed the build of the vehicles by several months. Due to the production issue Ford stopped production of 2015 model year F-series 450 & 550. Ford picked up production of the F-series 450 & 550 cab & chassis as new 2016 models. This production change delayed delivery of the vehicles even further. Due this production issue, Ford honored the 2015 model contract pricing and will / has

delivered the vehicles as the new 2016 Model. The final vehicle was delivered on December 18, 2015 all three vehicles were delivered after October 1, 2015, which put the vehicle receipts into FY-2016. The purchase of these vehicles will need to come out of FY-2016 Water Sewer Contingency account.

A transfer of $171,492 is requested and will be allocated to the following accounts; $68,814 to 421-4020-536-64.00 to cover PO#65435, $59,349 to 421-4025-536-64.00 to cover PO#65438, and $43,329 to 421-4125-536-64.00 to cover PO#65439

Staff recommends the transfer be approved to purchase the requested vehicles.

STRATEGIC PLAN CONNECTION:

NONE

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$171,492
Account Number	421-4020-536-64.00 421-4025-536-64.00 421-4125-536-64.00
Account Name	Machinery and Equipment
Source of Funds	Operating Revenues
Account Number	421-4010-536-39.00
Account Name	Contingency

PREVIOUS ACTION:

All three vehicles were previously approved by Cocoa City Council on January 13, 2015

RECOMMENDED MOTION:

Approve Budget Transfer for the purchase of three (3) utility trucks originally budgeted & approved in FY-2015

CITY CLERK'S JOURNAL

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL
January 13, 2015

I. OPENING MATTERS:

- **The meeting was called to order at 6:02 p.m.**

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of January 13, 2015 (15-1)

- **The agenda was approved with the addition of Item VII. 7 (appointment of Connie T. Harvey to Board of Adjustment).**

2. Minutes: Special Meeting of November 18, 2014 (14-340)
Regular Meeting of November 25, 2014 (14-343)
Regular Meeting of December 9, 2014 (14-350)

- **Minutes were approved as written. To be executed and distributed as necessary.**

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

- **No formal actions were taken under Delegations. Speakers were: Mr. Ron Shelton, Sister City Program of Cocoa; Reverend Earl Robbins; Mr. Rod McGowen; Ms. Connie Dobrin, League of Women Voters; Mr. Ralph Perrone; Ms. Janne Etz, HCVA; Mr. Terry Black, Cocoa Main Street; Port Commissioner Wayne Justice;**
- **Staff to meet and discuss different alternatives to speed bumps.**

V. CONSENT AGENDA:

1. Approve Architects Design Group (ADG) Task Order #2015-11 for the Fire Station Location Analysis and Facilities Study; approve Addendum #1 to continuing services agreement with ADG (14-316). (Public Works Director)

- **Approved. Addendum #1 to be executed and forwarded to Architects Design Group (in duplicate) for final execution and return of one original.**

2. Bid Award #B-15-03-COC, Jerry Sellers Waste Water Treatment Facility (WWTF) Shop Addition, to Parkit Construction, Inc., of West Melbourne, Florida; to authorize the City Manager to execute the contract (14-345). (Utilities Director)

- **Approved. Agreement to be executed and a certified copy provided to Parkit Construction, Inc.**

3. Approve participation in cooperative purchase agreements for the purchase of vehicles and associated equipment utilizing the Florida Sheriffs Association & Florida Association of Counties vehicle/equipment purchasing contract, and the City of Tallahassee, Florida, purchase and installation of vehicle accessories contract (14-347). (Public Works Director)

- **Approved.**

VI. PUBLIC HEARINGS:

1. Ordinance No. 04-2015/1st reading: Relating to comprehensive planning; providing for adoption of an amendment to the future land use map for one (1) parcel of real property within the City of Cocoa consisting of approximately 59.66 total acres, more or less, generally located west of Cox Road in Cocoa; changing the future land use map designation on the parcel from County "Medium Density Residential" to City "Very Low Density Residential" (14-354). (Community Services Director)

- **Approved. Ordinance to be advertised for 2nd reading following review by State of Florida (tent. 2/24).**

2. Ordinance No. 05-2015/1st reading: Changing to zoning map designation of one parcel of real property totaling 59.66 acres, more or less, and generally located on the west side of Cox Road in Cocoa; from County "Agricultural Residential – A-U" to City "Residential Agricultural – R-A" (14-355). (Community Services Director)

- **Approved. Ordinance to be advertised for 2nd reading following review by State of Florida (tent. 2/24).**

3. Ordinance No. 03-2015/2nd reading: Changing the zoning map designation of one (1) parcel of real property totaling 6.46 acres, more or less, and generally located at 1404 Dixon Boulevard in Cocoa, from RU-2-25 (Multiple Family Residential) to INST (Institutional) (14-357). (Community Services Director)

- **Approved. Ordinance to be executed, recorded in the Public Records of Brevard County, and distributed as necessary.**

VII. COUNCIL BUSINESS:

1. Approve the donation of four surplus M/A COM M7100 800 Mhz mobile radios to the Town of Melbourne Village and authorize transfer of ownership by bill-of-sale (14-337). (Chief of Police)

- **Approved. Bill of Sale to be executed and provided to P.D. for acknowledgment by Town of Melbourne Village and return to City Clerk's Office.**

2. City Council direction for the purchase of seven foreign-brand vehicles. Approval is requested for purchase of six Nissan Frontier pickup trucks for use in the utilities meter reader division, and one Nissan Altima for use in the Cocoa Police Department through a cooperative purchase agreement with the Florida Sheriffs Association vehicle purchasing contract (14-348). (Public Works Director)

- **Tabled. Staff to present further options.**

3. Consider the reappointment of Mark Oenbrink to the Enterprise Zone Development Agency/Brownfields Advisory Committee, Seat #9 - Law Enforcement, through January, 2019 (14-349). (City Clerk)

- **Reappointed. Notification to be provided through the Office of the City Clerk.**

4. Consider the appointment of Ms. Jane Jollay to the Board of Adjustment to fill the unexpired term of Mr. John Seminazzi through May,2016 (14-351). (City Clerk)

- **Appointed. Notification to be provided through the Office of the City Clerk.**

5. In accordance with Resolution 98-2, consider the three (3) requests for approval of the sewer impact fee waivers in the amount of $50,000 each for proposed affordable and elderly rental tax credit projects (14-358). (Community Services Director)

- **Waivers approved for Harriette Bay (Housing Authority of the City of Cocoa) and Clearlake Isles (U.S. 1 Corridor Redevelopment Agency).**

6. Consider request to close a portion of Brevard Avenue on January 16, 2015. (Community Development Director)

- **Approved.**

7. Consider the appointment of Ms. Connie T. Harvey to the Board of Adjustment to fill the unexpired term of Ms. Mildred Williams through May, 2015.

- **Appointed. Notification to be provided through the Office of the City Clerk.**

VIII. CITY BUSINESS:

1. Ordinance No. 06-2015/1st reading: Changing the zoning map designation of one (1) parcel of real property totaling .44 acres, more or less, and generally located at 17 Riverside Drive in Cocoa, from Cocoa Waterfront Overlay District South of the Village Subdistrict (SV) to the Cocoa Waterfront Overlay District Waterfront Subdistrict (WF) (14-356). (Community Services Director)

- **Approved. Ordinance to be advertised for 2nd reading on January 27, 2015 (publish 1/17/15).**

2. Approve a resolution adjusting the FY2015 budget to adjust salaries and wages accounts for Ed Wegerif, Public Works Director, to enter the DROP (14-362). (Assistant City Manager/Finance Director)

- **Approved. Resolution No. 2015-001 to be executed and distributed as necessary. Budget information to be provided to Finance.**

3. Approve a resolution adjusting the FY2015 budget to transfer funds from Contingency to Legal Expenses (14-365). (Administrative Services Director)

- **Approved. Resolution No. 2015-002 to be executed and distributed as necessary. Budget information to be provided to Finance.**

MULTI-YEAR CONTRACTS:

4. Approve the interlocal agreement between the Housing Authority of the City of Cocoa and the City of Cocoa (14-364). (Community Services Director)

- **Approved. Amended agreement to be executed (in duplicate) and forwarded to Housing Authority for execution and return of one original.**

IX. INFORMATIONAL AGENDA:

1. Monthly Finance report through 11/30/14 (14-328). (Assistant City Manager/Finance Director)

2. FY2015 budget adjustments report (14-329). (Assistant City Manager/Finance Director)

3. FY2014 budget adjustments report (14-330). (Assistant City Manager/Finance Director)

4. Monthly contingency report through November 30, 2014 (14-331). (Assistant City Manager/Finance Director)

5. Cumulative purchase approvals over $25,000 and under $50,000 for the period 10/01/2014 to 11/30/2014 (14-332). (Assistant City Manager/Finance Director)

6. Thank you from Students Working Against Tobacco (14-334). (City Clerk)

7. Grant Activity – FY2014 (14-338). (Assistant City Manager/Finance Director)

8. New local business tax receipts for the period November 22, 2014 through December 30, 2014 (14-361). (Community Services Director)

9. Employee Health Center usage report (14-366). (Administrative Services Director)

- **No formal actions were taken under Informational Agenda.**

X. REPORTS:

- **Public Works to check on root and drainage issues in area of River Road north of Dixon Boulevard.**

XI. ADJOURNMENT.

- **The meeting adjourned at 9:17 p.m.**

PURCHASE ORDER

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

THIS NO. 65435

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 1441
VENDOR FAX NO.: 904-387-6816
VENDOR PH NO.: 904-388-2144

DATE 1/27/2015
DATE REQUIRED 4/30/2015

DUVAL FORD FIN QE065
P.O. BOX 7687
JACKSONVILLE FL 32238

DELIVER TO:

City of Cocoa
CITY GARAGE
301 SHEARER BOULEVARD
COCOA FL 32922

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

BUYER/REQ. #
DK 0000026799
TONY JONES - FLEET

F.O.B. COCOA

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	1.00	EA	2015 FORD F-450 4X2 C&C (DUAL REAR WHEEL) F4G AUTOMATIC TRANSMISSION REGULAR CAB EXTERIOR COLOR WHITE CODE: SPEC # 7	31056.0000	31056.00
2	1.00-	EA	6.8L V-10 GAS ENGINE CREDIT IN LU OF DIESEL ENGINE CODE: 99Y	5000.0000	5000.00
3	1.00	EA	ELECTRIC BRAKE CONTROLLER CODE: 52B	229.0000	229.00
4	1.00	EA	1,500 LB. TOMMY GATE CODE: LG15	3150.0000	3150.00
5	1.00	EA	5,000 LB EH AUTO CRANE WITH MANUAL OUTRIGGERS CODE: CRANE 5K	24300.0000	24300.00
				*** CONTINUED ***	

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

ACCOUNT NUMBER

42140205366400

MAIL INVOICES IN DUPLICATE TO:

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

CITY OF COCOA

Purchasing Agent

PURCHASE ORDER

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

THIS NO. 65435

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 1441
VENDOR FAX NO.: 904-387-6816
VENDOR PH NO.: 904-388-2144

DATE 1/27/2015
DATE REQUIRED 4/30/2015

DUVAL FORD FIN QE065

DELIVER TO:
City of Cocoa

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

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
6	1.00	EA	TRAILER TOWING PACKAGE CODE: 535 THD	1245.0000	1245.00
7	1.00	EA	11 FT. KNAPHEIDE UTILITY BODY WITH CRANE REINFORMENTS FOR 5,000LB CRANE CODE: 6132DL30	13400.0000	13400.00
8	1.00	EA	SHIP THROUGH QUALIFIED VEHICLE MODIFIER, INCLUDES CODE: 31B 31V	260.0000	260.00
9	1.00	EA	84" CAB TO AXLE CODE: 1404 84	174.0000	174.00
				TOTAL	68814.00

REMARKS:

****
FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION
OF COUNTIES CONTRACT # 14-22-0904 & 14-12-0904
****
PER THE FLORIDA SHERIFFS CONTRACT "DEALERS ARE

*** CONTINUED ***

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
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5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42140205366400

MAIL INVOICES IN DUPLICATE TO:

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

CITY OF COCOA

Purchasing Agent

PURCHASE ORDER

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

THIS NO. 65435

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 1441
VENDOR FAX NO.: 904-387-6816
VENDOR PH NO.: 904-388-2144

DATE 1/27/2015
DATE REQUIRED 4/30/2015

DUVAL FORD FIN QE065

DELIVER TO:
City of Cocoa

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

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			REMARKS: REQUIRED TO COMPLETE A "CONFIRMATION OF ORDER" AND SEND IT TO THE PURCHASER WITHIN FOURTEEN (14) CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER." **** PLEASE EMAIL CONFIRMATION OF ORDER WITH PRODUCTION NUMBER TO: PURCHASING@COCOAFL.ORG ********** ********** * THIS PURCHASE ORDER WILL * * EXPIRE ON * * SEPTEMBER 30, 2015 * ********** ********** * INVOICES * * CAN NOW BE E-MAILED TO: * * ACCOUNTSPAYABLE@COCOAFL.ORG * **********		

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

ACCOUNT NUMBER

42140205366400

MAIL INVOICES IN DUPLICATE TO:

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

CITY OF COCOA

Purchasing Agent

TERMS AND CONDITIONS

1. **AGREEMENT**: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement. The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. **TIME IS OF THE ESSENCE**: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law

3. **WARRANTY**: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the first grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.

4. **MODIFICATIONS**: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. **WAIVER**: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. **CITY OPTIONS**: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. **INDEMNIFICATION**: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorneys fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. **PATENT INDEMNIFICATION**. Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. **INSPECTION**: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any unshipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. **TAXES**: The City government is a non-profit operation and not subject to tax.

11. **CONTINGENCIES**: Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. **PRICE PROTECTION**: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. **PACKAGING AND CARTAGE**: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to insure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. **HAZARD**: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. **QUANTITY**: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. **ASSIGNMENT**: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. **CHOICE OF LAW; VENUE**: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. **PUBLIC RECORDS; RIGHT TO AUDIT RECORDS**: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. **FISCAL YEAR FUNDING APPROPRIATION**: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. **FAILURE TO EXECUTE PURCHASE ORDER**. Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, or all bids may be rejected and made void by the City.

21. **INDEPENDENT CONTRACTOR**. The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. **OTHER RELATED AGREEMENTS**. In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. **INSURANCE.** If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.



TONY JONES

Prepared for	Contract Holder	DATE:
TONY JONES COCOA 321-433-8766 TJONES@COCOAFL.COM	*Duval Ford Fleet Sales* *Laura Torbett* *(Work) 904-388-2144* *(Fax) 904-387-6916* laura.smith@duvalfleet.com *1618 Cassat Ave. Jax, FL 32210*	11/25/2014

I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties Automotive Contract #14.22.0904 Cars Suv & Lt. Truck. Contract 14.12.0904 (Rollover 13.11.0905 for Chassis. Publication may be found at fleet.flsheriffs.org. If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.

Labor Code	Equipment	Price
SPEC #7	2015 FORD F-450 4X2 (DUAL REAR WHEEL) F4G	$ 31,056.00
99Y	6.8L V-10 GAS ENGINE	$ (5,000.00)
52B	ELECTRIC BRAKE CONTROLLER	$ 229.00
LG15	1,500 LB. TOMMY GATE	$ 3,150.00
CRANE 5K	5,000 LB *EH AUTO CRANE WITH MANUAL OUTRIGGERS*	$ 24,300.00
535 THD	TRAILER TOWING PACKAGE	$ 1,245.00
6132DL30	11 FT. KNAPHEIDE UTILITY BODY WITH CRANE REINFORMENTS FOR 5,000LB CRANE	$ 13,400.00
31B 31V	SHIP THROUGH QUALIFIED VEHICLE MODIFIER, INCLUDES DEALER PDI	$ 260.00
L404 84	84" CAB TO AXLE	$ 174.00
	AUTOMATIC TRANSMISSION	$ -
	REGULAR CAB	$ -
		$ -
RDC	Regional freight charge per vehicle for alternative zone purchasing *per section 3.54 paragraph A, item 1b.*	$ -
	Per terms and specifications 1.14, pre-delivery service inspection and all delivery requirements included. Not	$ -
	applicable when agency is domiciled in same zone as the base award. Amount is computed via statistical	$ -
	algorithm utilizing trending market sales data and median variable freight costs within certain statistical	$ -
	mileage data points within the state of Florida. Any dollar volume credit to this unit cost, where applicable, is	$ -
	derived per section 3.55	$ -
LABOR	Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies: $115	$ -
UNIT COST		$ 68,814.00
TOTAL QUANTITY 1	*TOTAL PURCHASE*	$ 68,814.00

PURCHASE ORDER

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

THIS NO. 65438

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 1441
VENDOR FAX NO.: 904-387-6816
VENDOR PH NO.: 904-388-2144

DATE 1/27/2015
DATE REQUIRED 4/30/2015

DUVAL FORD FIN QE065
P.O. BOX 7687
JACKSONVILLE FL 32238

DELIVER TO:

City of Cocoa
CITY GARAGE
301 SHEARER BOULEVARD
COCOA FL 32922

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

BUYER/REQ. #
DK 0000026803
TONY JONES - FLEET

F.O.B. COCOA

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	1.00	EA	2015 FORD F-450 4X2 (DUAL REAR WHEEL) F4G REG CAB 2WD WHITE, AUOTMATIC TRANSMISSION, REG CAB CODE: SPEC # 7	31056.0000	31056.00
2	1.00-	EA	CREDIT FOR 6.8L V-10 GAS ENGINE INLU OF DIESEL ENG CODE: 99Y	5000.0000	5000.00
3	1.00	EA	ELECTRIC BRAKE CONTROLLER CODE: 52B	229.0000	229.00
4	1.00	EA	11 FT. STEEL FLAT BED WITH SOLID BULKHEAD & WINDOW CODE: 12FS	5110.0000	5110.00
5	1.00	EA	5,000 LB EH AUTO CRANE WITH MANUAL OUTRIGGERS CODE: CRANE 5K	24300.0000	24300.00

*** CONTINUED ***

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

ACCOUNT NUMBER

42140255366400

MAIL INVOICES IN DUPLICATE TO:

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

CITY OF COCOA

Purchasing Agent

PURCHASE ORDER

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

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DATE 1/27/2015
DATE REQUIRED 4/30/2015

DUVAL FORD FIN QE065

DELIVER TO:
City of Cocoa

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

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
6	1.00	EA	TRAILER TOWING PACKAGE CODE: 535 THD	1245.0000	1245.00
7	1.00	EA	36" CRANE PEDESTAL & REINFORCEMENTS (MOUNT ON PASSENGER SIDE) CODE: NONE LISTED	1975.0000	1975.00
8	1.00	EA	SHIP THROUGH QUALIFIED VEHICLE MODIFIER, INCLUDES DEALER PDI CODE: 31B 31V	260.0000	260.00
9	1.00	EA	84" CAB TO AXLE CODE: L404 84	174.0000	174.00
				TOTAL	59349.00

REMARKS:

****
FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES CONTRACT # 14-22-0904 & 14-12-0904
****

*** CONTINUED ***

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42140255366400

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Accounting Division
65 Stone Street
Cocoa, Florida 32922

CITY OF COCOA

Purchasing Agent

PURCHASE ORDER

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

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DATE 1/27/2015
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DUVAL FORD FIN QE065

DELIVER TO:
City of Cocoa

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

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			REMARKS: PER THE FLORIDA SHERIFFS CONTRACT "DEALERS ARE REQUIRED TO COMPLETE A "CONFIRMATION OF ORDER" AND SEND IT TO THE PURCHASER WITHIN FOURTEEN (14) CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER." **** PLEASE EMAIL CONFIRMATION OF ORDER WITH PRODUCTION NUMBER TO: PURCHASING@COCOAFL.ORG ********** ********** * THIS PURCHASE ORDER WILL * * EXPIRE ON * * SEPTEMBER 30, 2015 * ********** ********** * INVOICES * * CAN NOW BE E-MAILED TO: * * ACCOUNTSPAYABLE@COCOAFL.ORG * **********		

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
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City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

ACCOUNT NUMBER

42140255366400

CITY OF COCOA

Purchasing Agent



TONY JONES

Prepared for	Contract Holder	DATE:
TONY JONES COCOA 321-433-8766 TJONES@COCOAFL.COM	*Duval Ford Fleet Sales* *Laura Torbett* *(Work) 904-388-2144* *(Fax) 904-387-6818* laura.smith@duvalfleet.com *1616 Cassat Ave. Jax, FL 32210*	11/25/2014

I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties Automotive Contract #14.22.0904 Cars Suv & Lt. Truck. Contract 14.12.0904 (Rollover 13.11.0905 for Chassis. Publication may be found at fleet.flsheriffs.org. If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.

Labor Code	Equipment	Price
SPEC #7	2015 FORD F-450 4X2 (DUAL REAR WHEEL) F4G	$ 31,056.00
99Y	6.8L V-10 GAS ENGINE	$ (5,000.00)
52B	ELECTRIC BRAKE CONTROLLER	$ 229.00
12FS	11 FT. STEEL FLAT BED WITH SOLID BULKHEAD & WINDOW (DELETE SIDES)	$ 5,110.00
CRANE 5K	5,000 LB EH AUTO CRANE WITH MANUAL OUTRIGGERS	$ 24,300.00
536 THD	TRAILER TOWING PACKAGE	$ 1,245.00
	36" CRANE PEDESTAL & REINFORCEMENTS (MOUNT ON PASSENGER SIDE)	$ 1,975.00
316 31V	SHIP THROUGH QUALIFIED VEHICLE MODIFIER, INCLUDES DEALER PDI	$ 260.00
L404 84	84" CAB TO AXLE	$ 174.00
	AUTOMATIC TRANSMISSION	$ -
	REGULAR CAB	$ -
		$ -
RDC	Regional freight charge per vehicle for alternative zone purchasing per section 3.54 paragraph A, item 1b.	$ -
	Per terms and specifications 1.14, pre-delivery service inspection and all delivery requirements included. Not	$ -
	applicable when agency is domiciled in same zone as the base award. Amount is computed via statistical	$ -
	algorithm utilizing trending market sales data and median variable freight costs within certain statistical	$ -
	mileage data points within the state of Florida. Any dollar volume credit to this unit cost, where applicable, is	$ -
	derived per section 3.55	$ -
LABOR	Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies: $115	$ -
UNIT COST		$ 59,349.00
TOTAL QUANTITY 1	*TOTAL PURCHASE*	$ 59,349.00

PURCHASE ORDER

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

THIS NO. 65439

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 1441
VENDOR FAX NO.: 904-387-6816
VENDOR PH NO.: 904-388-2144

DATE 1/27/2015
DATE REQUIRED 4/30/2015

DUVAL FORD FIN QE065
P.O. BOX 7687
JACKSONVILLE FL 32238

DELIVER TO:

City of Cocoa
CITY GARAGE
301 SHEARER BOULEVARD
COCOA FL 32922

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

BUYER/REQ. #
DK 0000026806
TONY JONES

F.O.B. FLEET COCOA

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	1.00	EA	2015 FORD F-450 4X2 C&C (DUAL REAR WHEEL) F4G CODE: SPEC # 7	31056.0000	31056.00
2	1.00-	EA	CREDIT FOR 6.8L V-10 GAS ENGINE INLU OF DIESEL ENG CODE: 99Y	5000.0000	5000.00
3	1.00	EA	11 FT KNAPHEIDE UTILITY BODY CODE: 11SB	7600.0000	7600.00
4	1.00	EA	84' CAB TO AXLE CODE: L404 84	174.0000	174.00
5	1.00	EA	TRAILER TOW PACKAGE 535 THD CODE: 535 THD	1245.0000	1245.00
6	1.00	EA	HD LINEX SPRAY IN BEDLINER	745.0000	745.00

*** CONTINUED ***

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5. **IMPORTANT:** **Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42141255366400

MAIL INVOICES IN DUPLICATE TO:

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

CITY OF COCOA

Purchasing Agent

PURCHASE ORDER

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

THIS NO. 65439

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VENDOR PH NO.: 904-388-2144

DATE 1/27/2015
DATE REQUIRED 4/30/2015

DUVAL FORD FIN QE065

DELIVER TO:
City of Cocoa

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

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
6			HD LINEX SPRAY IN BEDLINER CODE: 5SB		
7	1.00	EA	ELECTRIC BRAKE CONTROLLER CODE: 52B	229.0000	229.00
8	1.00	EA	1500 LB LIFT GATE CODE: LG15	3150.0000	3150.00
9	1.00	EA	SHIP THROUGH QUALIFIED VEHICLE MODIFIER, INCLUDES DEALER PDI CODE: 31B31V	260.0000	260.00
10	1.00	EA	X4G EXTENDED CAB CODE: X4G	3870.0000	3870.00
				TOTAL	43329.00
			REMARKS: **********	**********	*******
				*** CONTINUED ***	

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65 Stone Street
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CITY OF COCOA

Purchasing Agent

PURCHASE ORDER

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DUVAL FORD FIN QE065

DELIVER TO:
City of Cocoa

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

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			REMARKS: FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES CONTRACT # 14-22-0904 & 14-12-0904 **** PER THE FLORIDA SHERIFFS CONTRACT "DEALERS ARE REQUIRED TO COMPLETE A "CONFIRMATION OF ORDER" AND SEND IT TO THE PURCHASER WITHIN FOURTEEN (14) CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER." **** PLEASE EMAIL CONFIRMATION OF ORDER WITH PRODUCTION NUMBER TO: PURCHASING@COCOAFL.ORG ********** ********** * THIS PURCHASE ORDER WILL * * EXPIRE ON * * SEPTEMBER 30, 2015 * ********** ********** * INVOICES * * CAN NOW BE E-MAILED TO: * * ACCOUNTSPAYABLE@COCOAFL.ORG * **********		

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

ACCOUNT NUMBER

42141255366400

CITY OF COCOA

Purchasing Agent

TERMS AND CONDITIONS

1. **AGREEMENT**: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement. The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida (hereinafter referred to as the "City" or "Buyer").

2. **TIME IS OF THE ESSENCE**: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. **WARRANTY**: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.

4. **MODIFICATIONS**: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. **WAIVER**: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force

6. **CITY OPTIONS**: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. **INDEMNIFICATION**: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorneys fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. **PATENT INDEMNIFICATION**: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. **INSPECTION**: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any unshipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. **TAXES**: The City government is a non-profit operation and not subject to tax.

11. **CONTINGENCIES**: Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. **PRICE PROTECTION**: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. **PACKAGING AND CARTAGE**: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to insure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. **HAZARD**: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. **QUANTITY**: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. **ASSIGNMENT**: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. **CHOICE OF LAW; VENUE**: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. **PUBLIC RECORDS; RIGHT TO AUDIT RECORDS**: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. **FISCAL YEAR FUNDING APPROPRIATION**: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. **FAILURE TO EXECUTE PURCHASE ORDER**: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, or all bids may be rejected and made void by the City.

21. **INDEPENDENT CONTRACTOR**. The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. **OTHER RELATED AGREEMENTS**. In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. **SOVEREIGN IMMUNITY**. Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. **INSURANCE**. If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

TONY JONES



Prepared for	Contract Holder	DATE:
TONY JONES COCOA 321-863-8767 TJONES@COCOAFL.ORG	*Duval Ford Fleet Sales* *LAURA TORBETT* *(Work) 904-388-2144* *(Fax) 904-387-6816* laura.torbett@duvalfleet.com *1616 Cassat Ave. Jax, FL 32210*	12/19/2014

I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #14.22.0804 chassis / 14.22.0904. (www.flasheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.

Labor Code	Equipment	Price
SPEC #7	2015 FORD F-450 4X2 C&C (DUAL REAR WHEEL) F4G	$ 31,066.00
99Y	6.8L V-10 GAS ENGINE	$ (5,000.00)
11SB	11 FT KNAPHEIDE UTILITY BODY	$ 7,600.00
L404 84	84" CAB TO AXLE	$ 174.00
535 THD	TRAILER TOW PACKAGE	$ 1,245.00
SSB	*HD LINEX SPRAY IN BEDLINER*	$ 745.00
52B	ELECTRIC BRAKE CONTROLLER	$ 229.00
LG15	1500 LB LIFT GATE	$ 3,150.00
31B31V	SHIP THROUGH QUALIFIED VEHICLE MODIFIER, INCLUDES DEALER PDI	$ 280.00
X4G	EXTENDED CAB	$ 3,870.00
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
RDC	Regional freight charge per vehicle for alternative zone purchasing per section 3.54 paragraph A, item 1b. Per terms and specifications 1.14, pre-delivery service inspection and all delivery requirements included. Not applicable when agency is domiciled in same zone as the base award. Amount is computed via statistical algorithm utilizing trending market sales data and median variable freight costs within certain statistical mileage data points within the state of Florida. Any dollar volume credit to this unit cost, where applicable, is derived per section 3.55	$ -
LABOR	Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies: $115	$ -
UNIT COST		$ 43,329.00
TOTAL QUANTITY	1	TOTAL PURCHASE $ 43,329.00

OCH # 09
Dept # 4025
421-4025-536.6400

SALES INVOICE

DUVAL FORD

P.O. BOX 7687
JACKSONVILLE, FLORIDA 32238
TELEPHONE (904) 388-2144

SOLD TO CITY OF COCOA

65 STONE STREET

COCOA, FL 32922

DATE 11/06/15

INVOICE NO.	DATE OUR CHARGE	YOUR ORDER NO.	TYPE CAR	I.D. OR LICENSE NO.	SIGNED FOR BY
6EA67530	11/06/15	65438	FORD		

QUANTITY	PARTS NO.	ARTICLE		
1		1FDUF46Y56EA67530	CASH PRICE	59,342.50
			TRADE IN ALLOWANCE	N/A
			CASH DIFFERENCE	59,342.50
			EXT. SERVICE PLAN	N/A
			DELIVERY FEE	N/A
			TIRE/BATTERY FEE	6.50
			SALES TAX	N/A
			DOC. HANDLING FEE	N/A
			TAG & TITLE	N/A
			TRADE IN PAYOFF	N/A
			CASH BALANCE DUE	59,349.00
			LESS REBATE	N/N/A
			TOTAL DUE	59,349.00

PLEASE RETURN PINK COPY WITH PAYMENT

The Reynolds and Reynolds Company FL616710 Q (03/08)

~~Dept-60~~
~~421-4020-534-6400~~

Urb-05
Dept-4020
421-4020-536.6400

SALES INVOICE

DUVAL FORD
P.O. BOX 7687
JACKSONVILLE, FLORIDA 32238
TELEPHONE (904) 388-2144

SOLD TO CITY OF COCOA

65 STONE STREET

COCOA, FL 32922

DATE 12/08/15

INVOICE NO.	DATE OUR CHARGE	YOUR ORDER NO.	TYPE CAR	I.D. OR LICENSE NO.	SIGNED FOR BY
6EA51649	12/08/15	65435	FORD		

QUANTITY	PARTS NO.	ARTICLE		
1		1FDUF4GYSGEA51649	CASH PRICE	68,807.50
			TRADE IN ALLOWANCE	N/A
			CASH DIFFERENCE	68,807.50
			EXT. SERVICE PLAN	N/A
			DELIVERY FEE	N/A
			TIRE/BATTERY FEE	6.50
			SALES TAX	N/A
			DOC. HANDLING FEE	N/A
			TAG & TITLE	N/A
			TRADE IN PAYOFF	N/A
			CASH BALANCE DUE	68,814.00
			LESS REBATE	N/N/A
			TOTAL DUE	68,814.00

PLEASE RETURN PINK COPY WITH PAYMENT

The Reynolds and Reynolds Company FL616710 Q (03/08)

Och-66 4125-SFO

421-4125-536-6400

SALES INVOICE

DUVAL FORD

P.O. BOX 7687
JACKSONVILLE, FLORIDA 32238
TELEPHONE (904) 388-2144

SOLD TO CITY OF COCOA

65 STONE STREET

COCOA, FL 32922

DATE 12/15/15

INVOICE NO.	DATE OUR CHARGE	YOUR ORDER NO.	TYPE CAR	I.D. OR LICENSE NO.	SIGNED FOR BY
GEB33877	12/15/15	65439	FORD		

QUANTITY	PARTS NO.	ARTICLE		
1		1FD0X4GY7GEB33877	CASH PRICE	43,322.50
			TRADE IN ALLOWANCE	N/A
			CASH DIFFERENCE	43,322.50
			EXT. SERVICE PLAN	N/A
			DELIVERY FEE	N/A
			TIRE/BATTERY FEE	6.50
			SALES TAX	N/A
			DOC. HANDLING FEE	N/A
			TAG & TITLE	N/A
			TRADE IN PAYOFF	N/A
			CASH BALANCE DUE	43,329.00
			LESS REBATE	N/N/A
			TOTAL DUE	43,329.00

PLEASE RETURN PINK COPY WITH PAYMENT

The Reynolds and Reynolds Company FL616710 Q (03/08)



Dear Tony Jones,

I regret to inform you that Ford cancelled your original ordered vehicle as a 2015 and reordered it as a 2016 model. As a result of that action it has delayed the processing of your purchase order past September 30th. You will not pay more to get a 2016 as we will honor the 2015 pricing towards your order. We at Duval Ford are sorry for any delays and we truly appreciate your business. Please feel free to contact us with any questions.

Sincerely,

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3540 | DATE PREPARED: 12/22/15

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 171,492)	421-4010-536.39-00		WATER SEWER CONTINGENCY	$ 1,170,500	$ 1,170,500	$ 999,008	$ 999,008
$ 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
($ 171,492)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 68,814	421-4020-536.64-00		CAPITAL EQUIP - VEHICLE	$ 646,000	$ 646,000	$ 714,814	$ 270,952
$ 59,349	421-4025-536.64-00		CAPITAL EQUIP - VEHICLE	$ 281,000	$ 281,000	$ 340,349	$ 191,363
$ 43,329	421-4125-536.64-00		CAPITAL EQUIP - VEHICLE	$ 110,000	$ 110,000	$ 153,329	$ 58,564
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 171,492	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This budget transfer is for vehicles that were order in FY-2015 but not received until this budget year. Ford Motor Company had some production issues with the F350 - 550 cab & chassis which delayed delivery of the vehicles due to this delay Ford produced the vehicles as 2016 model year trucks. Ford Motor Company honored the 2015 pricing through Duval Ford the contracted dealer. Agenda item 15-611.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) | *DATE APPROVED:* 01/12/16 | *RESOLUTION #:* 2016-03

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.

12/22/15 Tony Jones (Digitally signed by Tony Jones DN: dc=org, dc=cocoafl, ou=Fleet Services, cn=Tony Jones, email=tjones@cocoafl.org Date: 2015.12.22 10:39:45 -05'00')	12/29/15 Lea Taylor (Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2015.12.29 08:15:25 -05'00')	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
12/22/15 John "Jack" Walsh (Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2015.12.22 11:28:22 -05'00')	12/29/15 Anne Quesada (Digitally signed by Anne Quesada Date: 2015.12.29 11:23:58 -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 #:	15-621	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	12/29/2015			**In control:**	City Council
On agenda:	1/12/2016			**Final action:**	
Title:	Approve a Resolution adjusting the FY2016 Budget to transfer funds from Contingency to cover professional services related to an audit performed by the Florida Retirement System (FRS). (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2016.docx BAF-FN-1600 FRS Audit (1-12-16) BAF-UT-4010 FRS Audit.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 29, 2015
Agenda Date: January 12, 2016
Prepared By: Teri Butler, Finance Director
Through: John A. Titkanich, City Manager
Requested Action:
Approve a Resolution adjusting the FY2016 Budget to transfer funds from Contingency to cover professional services related to an audit performed by the Florida Retirement System (FRS).

BACKGROUND:

In March of 2009, the City joined the Florida Retirement System (FRS) for all employees not eligible to participate in any other City sponsored retirement plan. In July of 2011, FRS plan changes required that employee participants must contribute three percent (3%) of their gross eligible earnings to the plan.

In March of 2015, the City was notified by the Florida Retirement System that we were being audited. As a result of this audit, it was discovered that since joining the FRS, the calculations used to determine eligible pensionable earnings has been incorrect since March 2009, and the calculations on the employee required three percent were also calculated incorrectly since July of 2011.

After consulting with the City Attorney, it was determined the City should hire both a tax expert who is a Certified Public Accountant and a Tax Attorney to assist staff with the complex corrections to employee taxable income and issue refunds to employees with amounts withheld to be reflected on the 2015 W2 Forms.

Since the FRS audit was not part of the original FY2016 Budget, a budget transfer is necessary from Contingency to cover the not to exceed amount of $10,000 for both consultants. The fee will be split evenly between the Water and Sewer Fund and the General Fund.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted		No
If not budgeted, is amendment/transfer attached?		Yes
Amount Requested - not to exceed $10,000		
FROM		
Account Number	001-1600-513.39-00	$(5,000)
Account Name	Contingency	
To		
Account Number	001-1600-513.32-00	$3,500
Account Name	Accounting & Auditing	
Account Number	001-1600-513.31-01	$1,500
Account Name	Legal Expenditures	
FROM		
Account Number	421-4010-536.39-00	$(5,000)
Account Name	Contingency	
TO		
Account Number	421-4010-536.32-00	$3,500
Account Name	Accounting & Auditing	
Account Number	421-4010-536.31-01	$1,500
Account Name	Legal Expenses	

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a Resolution adjusting the FY2016 Budget to transfer funds from Contingency to cover professional services related to an audit performed by the Florida Retirement System (FRS).

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 12/29/15

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 5,000)	001-1600-513.39-00		CONTINGENCY	$ 191,737	$ 191,737	$ 186,737	$ 186,737
$ 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
($ 5,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 3,500	001-1600-513.32-00		ACCOUNTING & AUDITING	$ 43,500	$ 43,500	$ 47,000	$ 3,500
$ 1,500	001-1600-513.31-01		LEGAL EXPENSES	$ 435,630	$ 435,630	$ 437,130	$ 48,500
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 5,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To cover professional auditing and legal services related to an audit performed by the Florida Retirement System (FRS). Agenda 15-621

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/12/16 *RESOLUTION #:* 2016-04

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.

12/29/15 Lea Taylor Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2015.12.29 12:05:59 -05'00'	12/29/15 Lea Taylor Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2015.12.29 13:45:12 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
12/29/15 Teri Butler Digitally signed by Teri Butler Date: 2015.12.29 12:38:21 -05'00'	12/29/15 Anne Quesada Digitally signed by Anne Quesada Date: 2015.12.29 14:36:40 -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 11/18/15 - IT

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 12/29/15

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 5,000)	421-4010-536.39-00		CONTINGENCY	$ 1,170,500	$ 1,170,500	$ 1,165,500	$ 1,165,500
$ 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
($ 5,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 3,500	421-4010-536.32-00		ACCOUNTING & AUDITING	$ 43,500	$ 43,500	$ 47,000	$ 3,500
$ 1,500	421-4010-536.31-01		LEGAL EXPENSES	$ 105,000	$ 100,000	$ 101,500	$ 52,000
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 5,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To cover professional services related to an audit performed by the Florida Retirement System (FRS). Agenda item 15-621.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/12/16 *RESOLUTION #:* 2016-04

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.

Date		Date		Date	
12/29/15	Lea Taylor (Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2015.12.29 11:52:10 -05'00')	12/29/15	Lea Taylor (Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2015.12.29 11:58:29 -05'00')		
	Requestor's Signature		Finance Approval Signature		Finance Director's Signature
12/29/15	John "Jack" Walsh (Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2015.12.29 11:53:55 -05'00')	12/29/15	Anne Quesada (Digitally signed by Anne Quesada Date: 2015.12.29 14:29:55 -05'00')		
	Department Director's Signature		Deputy Fin. Director's Signature		City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	15-622	**Version:**	1	**Name:**	docking ordinance Jan 12 1st reading
Type:	Ordinance			**Status:**	City Business
File created:	12/29/2015			**In control:**	City Council
On agenda:	1/12/2016			**Final action:**	
Title:	Ordinance 01-2016/ 1st reading: Amending Sec. 14-11 of the City Code related to mooring and docking of vessels at Riverfront Park. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 01-2016.pdf Vessel Size Restriction Aerial.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 29, 2015
Agenda Date: January 12, 2016
Prepared By: Steven P. Belden, AICP, Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the first reading of Ordinance 01-2016 amending Sec. 14-11 of the City Code related to mooring and docking of vessels at Riverfront Park.

BACKGROUND:

The City Council has expressed a desire for City Staff to evaluate the current use of the waterfront along the Cocoa Riverfront Park, particularly the docking and mooring of vessels. Given Council's desire, the City Staff and City Attorney conducted research and held several meetings over the past few months to evaluate the existing situation and to determine whether additional or other potential regulatory options are advisable for the City Council to consider related to maintaining the Riverfront Park for recreational and other public purposes.

As Council is aware, there has been increased attention and activity brought to the Indian River waterfront area as a result of the redevelopment of the building at 4 Harrison St. (aka Parkside Place). More vehicular and pedestrian traffic is being experienced in this area and day boaters also desire to make visits into Cocoa Village to eat and shop.

Council has found that it is in the City's best interest to maintain the areas where the City holds sovereign submerged land leases adjacent to and near Cocoa Riverfront Park for the betterment of the general public and that mooring of vessels in violation of the requirements of the proposed ordinance are inconsistent with maintaining the area for municipal park and recreation purposes. This

includes related facilities such as the boardwalk and public transient docking and mooring facilities.

The current Ordinance 01-2008, only addresses overnight mooring at Riverfront Park. It provides that mooring of vessels at Riverfront Park between the hours of 5:00 am and 12:00 am is prohibited.

There are several issues with the docking and mooring situation that the current Ordinance does not address that are proposed in the new ordinance. Included in the proposed ordinance are:

- Providing tighter restrictions on the length of time boats can dock at designated locations.
- Providing designated docking locations for dinghy boats. Dinghy boats, owned by individuals residing on the live-aboards, occupy much of the dockage space and thereby make it difficult for other boating visitors to Cocoa Village to find dock space.
- Providing stricter enforcement of the docking and mooring regulations by the Police Department and Code Enforcement and allowing vessels moored, occupied, maintained, or used in a manner contrary to the provisions of the proposed ordinance to be deemed unlawful and a public nuisance, and allowing the City to immediately commence any lawful action or proceeding to abate the violation, to include removal and impounding of the vessel in violation.
- Prohibit the docking or mooring of vessels that are deemed to be derelict or abandoned.
- Prohibit docking or mooring of any vessel in any waterway or park which is in such deteriorated condition that it is liable to cause injury to persons or cause damage to other vessels or property.
- Designates specific locations where boats over 16 feet in length shall be provided reserved dockage to prohibit dinghy boats from monopolizing the dock space.
- The ordinance also provides that any vessel moored, occupied, or used in a manner contrary to the provisions of the ordinance deemed to be unlawful and a public nuisance, and the city may immediately commence lawful proceeding to abate the violation.

Additionally, the proposed ordinance recognizes that per the City Charter, Riverfront Park has been declared and designated a “Special Scenic and Recreational Landmark” by the citizens of Cocoa. As such, in accordance with the “will of the people” set forth in the City Charter, the proposed ordinance takes a much more comprehensive approach to protecting the public’s interests in the Riverfront Park, including the area lying beneath the surface of the Indian River that is subject to two sovereign submerged leases granted to the City, and to ensure proper activities by vessels and persons within the park.

STRATEGIC PLAN CONNECTION:

Economic Development and Image are impacted by the utilization of boat dockage at Riverfront Park.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve the first reading of Ordinance 01-2016 amending Sec. 14-11 of the City Code related to mooring and docking of vessels at Riverfront Park.

ORDINANCE NO. 01-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, REGULATING CERTAIN ACTIVITIES AT RIVERFRONT PARK INCLUDING THE AREA OF SUBMERGED LANDS DEDICTED TO THE CITY OF COCOA BY THE STATE OF FLORIDA FOR MUNICIPAL PARK AND RECREATIONAL PURPOSES; AMENDING SECTION 14-11 OF THE CITY CODE RELATED TO MOORING AND DOCKING OF VESSELS AT RIVERFRONT PARK; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND A RETROACTIVE EFFECTIVE DATE.

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

WHEREAS, the City of Cocoa is currently the holder of several sovereign submerged land leases from the State of Florida (No. 25177 and No. 25695) adjacent to and near Cocoa Riverfront Park which require the City to manage portions of the Indian River riverfront for municipal park and recreational purposes ("Leases"); and

WHEREAS, the City Council finds that it is in the City's best interest to maintain the areas legally described in the Leases for municipal park and recreational purposes for the betterment of the general public and that the mooring of vessels in violation of the requirements set forth in this Ordinance are inconsistent with maintaining the area for municipal park and recreational purposes; and

WHEREAS, the City of Cocoa is also the owner of the Cocoa Riverfront Park ("Park") and related facilities including the boardwalk and public transient docking and mooring facilities ("Docks"); and

WHEREAS, pursuant to Article I, Section 1 of the City Charter, the City's eastern boundary of its territorial limits is located to the center line of the channel of the Indian River; and

WHEREAS, pursuant to Article III, Section 3(d) of the City of Cocoa Charter, the Park has been declared and designated by the citizens of Cocoa as a "Special Scenic and Recreational Landmark" of the City of Cocoa, and in furtherance of this designation, the City Council shall adopt and maintain adequate regulations to protect the scenic riverfront vistas and recreational amenities available to the public at the park; and

WHEREAS, the Leases, Park and Docks are managed by the City for the betterment of the overall public and citizens of Cocoa and are vital to the City's important governmental interests including, but not limited to, promoting the economic and general welfare of the City related to economic development, recreation and tourism; and

WHEREAS, the City Council finds that there has been a recent problem of vessels mooring to the Docks for extended periods of time, and unreasonably preventing the use of the dock by other members of the public; and

WHEREAS, the City Council further finds that it is in the best interest of the citizens of the Cocoa and the public to maintain a time limit on mooring vessels to the Docks so that the greatest number of persons possible have access to the Docks; and

WHEREAS, the City Council also finds that it is in the best interests of the citizens of Cocoa and the public to regulate the areas covered by the Leases and the Park to ensure the subject area is preserved for public recreational purposes and so that the greatest number of persons possible will be able to enjoy said areas and the Park consistent with the areas Special Scenic and Recreational Landmark status; and

WHEREAS, the City Council hereby finds that it is the public's best interests to ensure that the public's transient access to the Park and surrounding Cocoa Village Area from the Indian River by vessel must be maintained, and that the non-transient docking and mooring of vessels within the territory covered by the Leases and on the Docks is contrary to the City's important government interests and hereby deemed a public nuisance that has an adverse and negative effect on the overall public's recreational use and enjoyment of the Cocoa Riverfront Park and the City's economic and tourism interests; and

WHEREAS, the City Council also deems that this Ordinance is in furtherance of the City's police powers and is necessary to additionally address legitimate government concerns related to water and land pollution, navigational and recreational hazards, visual intrusions, and other kinds of public nuisances adverse to the general public health, safety and welfare; and

WHEREAS, the City Council of the City of Cocoa finds that this Ordinance is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

BE IT ORDAINED by the City Council of the City of Cocoa, Brevard County, Florida, as follows:

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

Section 2. **Amendment to Section 14-11 of the City Code.** Section 14-11 of the City Code is hereby amended to read as follows: (Underlined type denotes text additions and ~~strikeout~~ type denotes text deletions from the Code):

Sec. 14-11. – Riverfront Park – Special Scenic and Recreational Landmark; Docking and ~~Overnight~~ mooring at Riverfront Park.

Pursuant to the City Charter, Riverfront Park has been declared and designated a "Special Scenic and Recreational Landmark" by the citizens of Cocoa. In furtherance of this designation, this section is enacted to protect the public's interests in the Riverfront Park and to ensure proper activities by vessels and persons within the park.

(a) For purposes of this section, the following words shall have the meaning ascribed as follows:

"Moor" means the fixing or keeping of a vessel in one location, temporarily or permanently, by mooring, anchoring, grounding, or any other means.

"Dock" means to tie, anchor or berth a vessel to or at a dock.

"Occupy" means living, sleeping, residing, or cooking in a vessel.

"Houseboat" means any vessel, boat, watercraft or structure on or in any waterway, floating or non-floating, which is designed to be used without a permanent foundation and is designed or fitted out as a place of habitation or dwelling and is not principally used for transportation. This definition includes a houseboat and live-aboard vessel as defined in sections 327.02 (15) and (19), Florida Statutes, as amended.

"Riverfront Park" means the Cocoa Riverfront Park owned or leased by the City and located within the Cocoa Village including, but not limited to, all upland portions of the park, boardwalks, dock and mooring facilities, boat ramps, and sovereign submerged land areas within the Indian River conveyed and dedicated to the City by the State which are located adjacent and near the upland portions of the park.

"Transient Vessel" means any vessel temporarily moored or occupied on a waterway within the park for a period not to exceed eight (8) consecutive hours.

"Vessel" means any watercraft of any type or size used or capable of being used as a means of transportation on water, including but not limited to yachts, rafts, ferry boats, dinghies, but not including houseboats.

"Waterways" means the Indian River within the jurisdictional limits of the city of Cocoa.

(b) It shall be unlawful for any person to do any of the following at Riverfront Park:

(1) To moor any vessel unless the vessel itself is a transient vessel.

(2) To dock any vessel between the hours of 12:00 A.M. to 5:00 A.M., with the exception that this time restriction does not apply to the specially designated area reserved by the city manager pursuant to subparagraph (c) of this section

(3) To dock any vessel which is less than sixteen (16) feet in length unless the vessel is moored in a specially designated area reserved for such vessels by the city manager pursuant to subparagraph (c) of this section.

(4) To dock any vessel which is sixteen (16) feet or greater in length in any area that is specially designated and reserved for vessels less than sixteen feet in length pursuant to subparagraph (c) of this section.

(5) To occupy any vessel or to accept money, goods or services in exchange for allowing others to occupy any vessel.

(6) To moor any vessel unless the vessel is moored at a specific location that has been designated by the City for mooring purposes.

(7) To discharge or to allow the discharge of untreated sewage or hazardous substance into the waterway or park.

(8) To dump, place, deposit, discharge or throw garbage, or to allow garbage to enter into the waterway or park unless the garbage is disposed of within a public trash receptacle.

(9) To obstruct, or cause to be obstructed, the free use of the waterways by the public with any vessel.

(10) To moor or dock a vessel that is deemed derelict or abandoned in accordance with law.

(11) To fail to mark the position of any sunken, sinking, swamped or otherwise disabled vessel within the waterway.

(12) To construct or reconstruct a vessel, or conduct non-routine or major repairs to a vessel, on the waterway or within the park, unless authorized by the city manager for emergency purposes in order to remove the vessel from the park.

(13) To fail to securely and safely moor or dock a vessel, so that mooring lines are of sufficient size and quality to secure the vessel against all anticipated conditions.

(14) To bring, dock or moor any vessel in any waterway or park which is in such badly deteriorated condition that it is liable to cause injury to persons, sink or damage other vessels or other property, or which may be a menace to navigation or a public nuisance, except in cases of extreme emergency, in which case the owner of the vessel will be liable for any injuries or damage caused by such vessel.

(15) To permit vessel and on-board generator motors to idle or run after the vessel has been ~~moored~~ docked.

(16) To submerge, leave, place, locate any structure or other object within the waterway or park that would prohibit or impede the mooring of vessels or interfere with the right of the public to use the waterway or park for recreational and park purposes.

(17) To violate any other applicable laws or regulations applicable to vessels which are effective within the territorial limits of the City.

~~(a) Mooring vessels at Riverfront Park shall be prohibited except daily in designated mooring slips between the hours of 5:00 A.M. to 12:00 A.M.~~

(~~b~~ c) The city manager is hereby authorized and required to designate one or more docking areas which are reserved solely for vessels less than sixteen (16) feet in length. Such areas shall be prominently marked with appropriate signage. The city manager is also authorized to temporarily suspend the ~~mooring~~ docking of vessels in designated ~~mooring~~ docking slips or areas in order to protect the public health, safety and welfare, to safeguard the Riverfront boardwalk, or to accommodate special events occurring at Riverfront Park.

(~~c~~ d) The city manager shall place and maintain an appropriate number of signs along the riverfront and near the ~~mooring~~ docking slips or area which provide public notice of the restrictions set forth in this section~~, and no citation shall be effective unless such signs are in place~~.

(~~d~~ e) Any violation of this section shall constitute a code enforcement infraction and shall be subject to applicable penalties and remedies provided by law including, but not limited to, being a class I civil citation violation. For each day a violation of this section occurs or for separate violations that exist, a separate civil infraction is deemed to exist for each day and separate violation. No provision herein shall be construed or interpreted as limiting the City's right to enforce this section, or to remedy a violation hereof, in accordance with any applicable law, or to enforce this section under its governmental and proprietary powers to regulate, control and manage the use of real property (to wit: Riverfront Park) under the ownership or control of the City.

(f) Any vessel moored, docked, occupied, maintained, or used in a manner contrary to the provisions of this section shall be deemed unlawful and a public nuisance, and the City may immediately commence any lawful action or proceeding to abate and enjoin a violation of this section as provided by any applicable law including, but not limited to, removing and impounding the vessel in violation of this section.

(g) Enforcement of this section shall rest with the chief of police and designated police officers and city code enforcement officers. Whenever necessary to make an inspection to enforce any of the provisions of this section, or whenever the police chief or designated police officer and city code enforcement officer has reasonable cause to believe that there exists in any vessel any condition or code violation which makes such vessel unsafe, dangerous or hazardous, the police chief or designated police officer or code enforcement officer may board and enter such vessel at all reasonable times to inspect the same, provided that he or she shall first present proper credentials to the owner or other person present and having charge or control of the vessel and request to board and enter. If entry is refused, the police chief or designated police officer or code enforcement officer shall have recourse to every remedy provided by law to secure entry. When the police chief or designated police officer or code enforcement officer shall have first obtained a proper inspection warrant or other remedy provided by law to secure boarding and entry, no owner or occupant, or any other persons having charge, care or control of any vessel, shall fail or neglect, after proper request is made as herein provided, to promptly permit boarding and entry therein by the director or his authorized representative for the purpose of inspection and examination. The enforcement provision set forth in this section shall be deemed supplemental and in addition to any other applicable provision of state law granting law and code enforcement officers the right to board and enter upon a vessel to enforce the provisions of applicable law.

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

Section 4. Incorporation Into Code. This Ordinance shall be incorporated into the City Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors

may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, this ____ day of _____, 2016.

_____
HENRY U. PARRISH, Mayor

ATTEST:

_____
CARIE SHEALY, City Clerk

First Reading: _____
Legal Ad published: _____
Second Reading: _____

Proposed Docking Ordinance - Vessel Size Restrictions



Legislation Details (With Text)

File #:	15-624	**Version:** 1	**Name:**	Street Closure ord Jan 12 1st reading
Type:	Ordinance		**Status:**	City Business
File created:	12/29/2015		**In control:**	City Council
On agenda:	1/12/2016		**Final action:**	
Title:	Ordinance 02-2016/ 1st reading: Amending Chapter 2, Article XI, Special Events and Parades of the Code of Ordinances of the City of Cocoa. (Community Services Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	Ordinance No. 02-2016.pdf Map M-II-2.pdf CBD Zoning.pdf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 29, 2015
Agenda Date: January 12, 2016
Prepared By: Steven P. Belden, AICP, Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the first reading of Ordinance 02-2016 amending Chapter 2, Article XI, Special Events and Parades of the Code of Ordinances of the City of Cocoa.

BACKGROUND:

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

Furthermore, the current ordinance does not distinguish between single-day and multi-day street closures. Short-term street closures which typically last for a few hours or portion of a day are less impactful than long-term, multi-day street closures which have far more significant effects on local businesses.

The proposed amendment to the ordinance addresses both of these situations. The new ordinance

provides that the limitation on the number of street closures in a calendar year only applies to those requests within the Central Business District (CBD). Any street closure request outside of this area would not count towards the maximum annual limitation.

Secondly, there is now an additional limitation on street closures in the CBD that are multi-day. As stated previously, multi-day street closures place a higher degree of burden on the affected merchants and therefore, the multi-day street closures are proposed to limited to ten (10) per calendar year. The total street closures approved by City Council in a calendar year is proposed to be limited to twenty (20), to include the multi-day street closures.

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

STRATEGIC PLAN CONNECTION:

Image is impacted by this ordinance.

BUDGETARY IMPACT:

Budgeted Choose an item.

PREVIOUS ACTION:

Ordinance 01-2012 was approved by City Council on March 13, 2012.

RECOMMENDED MOTION:

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

ORDINANCE NO. 02-2016

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

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

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

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

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

WHEREAS, the City council further desires to limit the number of street closures approved within the CBD zoning district each calendar year, as well as to limit the number of street closures lasting more than one day within a calendar year; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

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

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

* * *

CHAPTER 2 - ADMINISTRATION

* * *

ARTICLE XI. SPECIAL EVENTS AND PARADES

* * *

Sec. 2-401. General Provisions.

* * *

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

* * *

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

* * *

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

* * *

Sec. 2-402. Special event.

* * *

(k) *Exemption for City sponsored events.* All applicants for non-city sponsored special events must submit an application according to the rules and regulations set forth in this section. Only city sponsored events, as defined in section 2-401 of this Code, shall be exempt therefrom. ~~City-sponsored events include events that are solely sponsored by the City of Cocoa and include: Cocoa Village Mardi Gras, Memorial Day, July 4th Celebration, Tree Lighting, and the New Year's event. All other events that are not solely sponsored by the City, including events that are co-sponsored by the City, are non-city sponsored events.~~

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

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

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

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

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

All requests for street closures must be made to and approved by the city council~~.~~, with the exception of requests for the following types of street closures, which may be made to and approved by the city manager:

(i) Short-term street closure requests for temporary stoppage of traffic provided that the requested street closure does not require the re-routing of vehicles;

(ii) Street closures that are both (1) located on a "Local Road" as classified and depicted in Map M-II-2, the "Functional Roadway Classification Map," as set forth in the City's adopted Comprehensive Plan, and (2) are not located in the Central Business District (CBD) zoning district.

During any given calendar year, the number of street closures approved by the city council within the CBD zoning district shall not exceed twenty (20), and the number of street closures approved by the city council that last in excess of twenty-four hours shall not exceed ten (10). The police department is authorized to remove vehicles parked in closed streets pursuant to section 20-79 of this Code.

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

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

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

*** * ***

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

Section 4. Incorporation Into Code. This Ordinance shall be incorporated into the Cocoa, City Code and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ____ day of _____, 2016.

_____

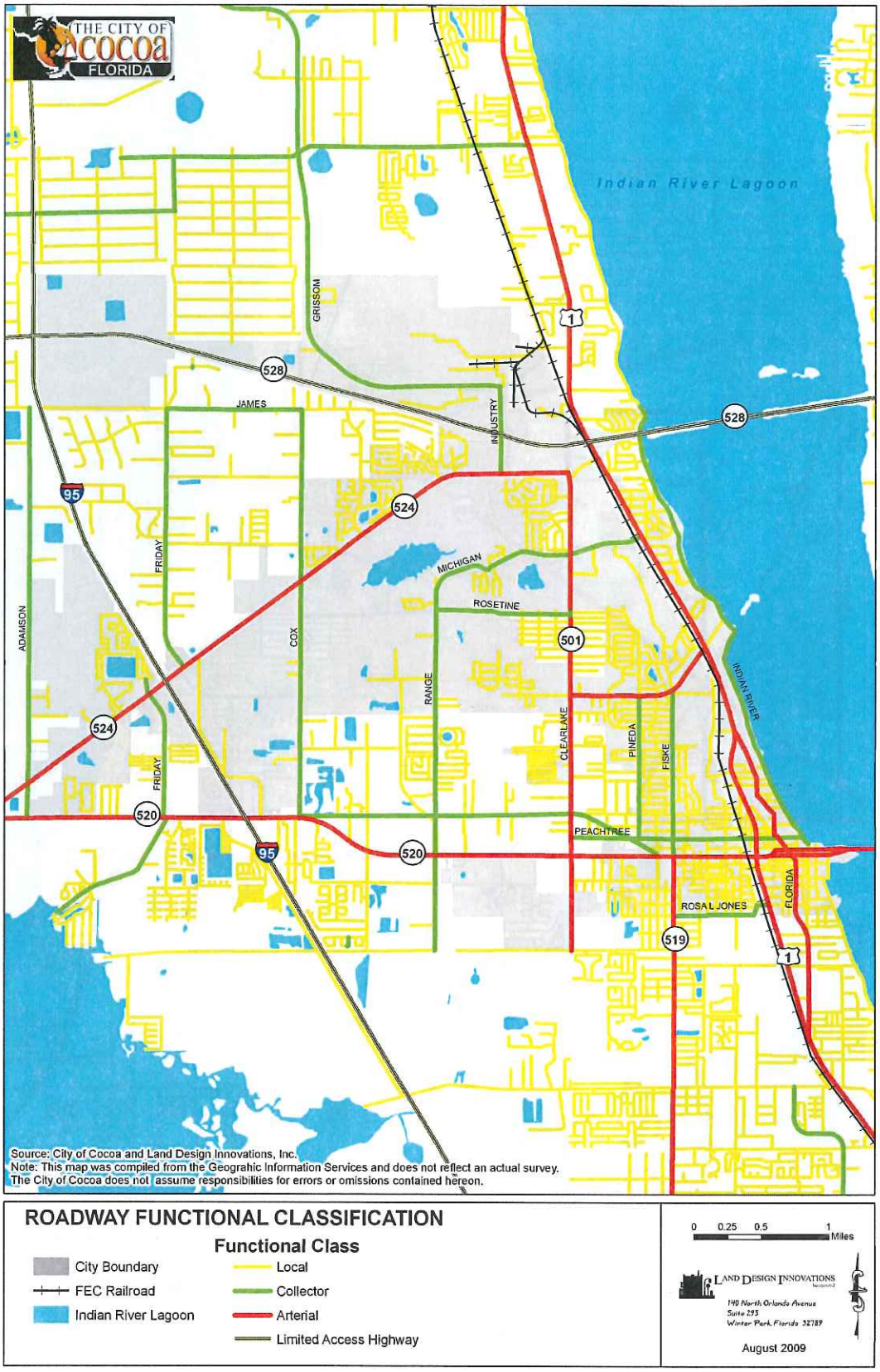
Henry U. Parrish, III, Mayor

ATTEST:

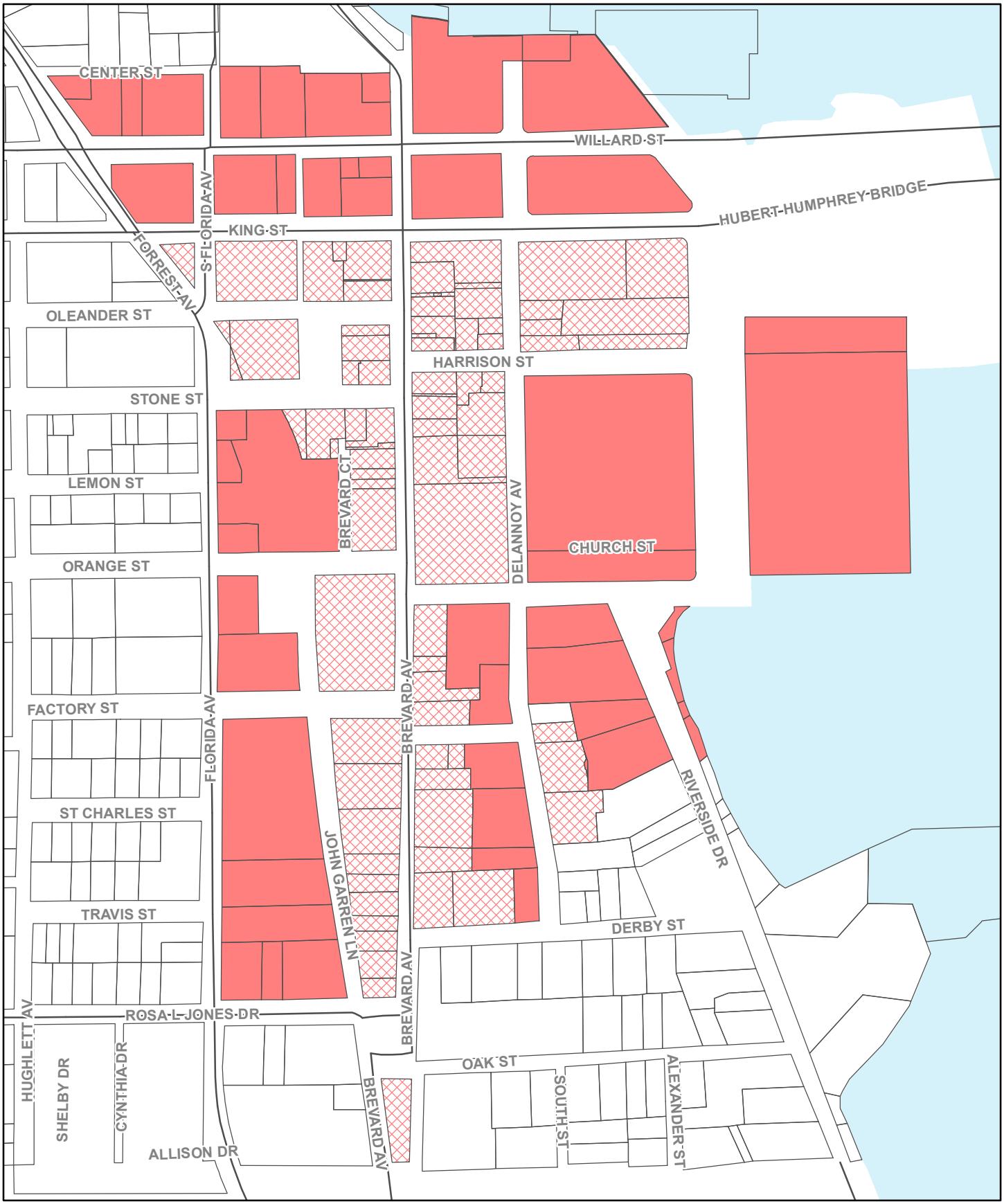
_____

Carie Shealy, City Clerk

Map M-II-2: Functional Roadway Classification Map



City of Cocoa - Zoning



CBD: Central Business District

CBD-CVO: Central Business District - Cocoa Village Overlay

Legislation Details (With Text)

File #:	16-5	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	1/7/2016			**In control:**	City Council
On agenda:	1/12/2016			**Final action:**	
Title:	Approve the Memorandum of Understanding between the City of Cocoa and the Cocoa Community Redevelopment Agency for the future purchase of two (2) Brevard County Tax parcels (24-36-33-80-00023.0-0000.00 and 24-36-33-00-00755.0-0000.00) located at the southwestern corner of the intersection of Florida Avenue and Rosa L Jones Drive. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	MOU -.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 7, 2016
Agenda Date: January 12, 2016
Prepared By: Susan D. McGrady, CRA Program Manager
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:

Approve the Memorandum of Understanding between the City of Cocoa and the Cocoa Community Redevelopment Agency for the future purchase of two (2) Brevard County Tax parcels (24-36-33-80-00023.0-0000.00 and 24-36-33-00-00755.0-0000.00) located at the southwestern corner of the intersection of Florida Avenue and Rosa L Jones Drive.

BACKGROUND:

The subject properties, located within the Cocoa Community Redevelopment Agency (CRA) and on a prime corridor, can serve as a catalyst for redevelopment. The two (2) parcels total 4.86 acres of mostly vacant land zoned commercial/multifamily. Due to current debt service obligations and the timing of the purchase, the CRA is unable at this time to secure funding for the purchase. In Fiscal Year 2016, the CRA will make the final debt payment to Suntrust Bank and will then have the capacity to take on additional debt service for the properties.

Based on the Memorandum of Understanding (MOU) between the parties, the City agrees to make reasonable efforts to purchase the properties from the current owners in the amount of $800,000.00. The CRA agrees to purchase the properties from the City in an amount not to exceed the purchase price.

It should be noted that in the future the CRA and City will modify the current Interfund Loan Agreement to reflect the transfer and potential property swap of the Brunson Avenue site for the subject property being purchased. Preliminarily, the City has identified the Brunson Avenue property as a viable fire station location, and this would in turn reduce the debt due to the City from the CRA based on the net difference in purchase amounts.

STRATEGIC PLAN CONNECTION:

The approval of the MOU facilitates the redevelopment of property at its highest and best use and advances the goals of Community Development.

BUDGETARY IMPACT:

There is no budgetary impact with this item at this time. As indicated above, if the property purchase occurs and the property swap for the Brunson Avenue happens, the debt owed to the City by the CRA will reduced..

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve the Memorandum of Understanding between the City of Cocoa and the Cocoa Community Redevelopment Agency for the future purchase of two (2) Brevard County Tax parcels (24-36-33-80-00023.0-0000.00 and 24-36-33-00-00755.0-0000.00) located at the southwestern corner of the intersection of Florida Avenue and Rosa L Jones Drive.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING entered into on this _____ day of _____, 2016, ("**Effective Date**") by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation (hereinafter the "**City**") and the **COCOA COMMUNITY REDEVELOPMENT AGENCY**, a Florida community redevelopment agency formed pursuant to Section 163.330 et. seq., Florida Statutes (hereinafter "**Agency**") in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is acknowledged by the parties, the parties agree to jointly participate as provided below:

The real property which is the subject matter of this Memorandum of Understanding consists of two (2) Brevard County Tax parcels comprising approximately 4.86 acres comprised of vacant, commercial/multifamily zoned land located along Florida Avenue in the City of Cocoa, Brevard County Florida, and is more particularly described in **Exhibit "A"** attached hereto and fully incorporated herein by this reference (the "**Property**").

Within ninety (90) days of the Effective Date of this Memorandum of Understanding, the City hereby agrees to use reasonable efforts to enter into a contract to purchase the Property from the current property owner at a purchase price in the amount of Eight-Hundred Thousand Dollars and No/100 ($800,000.00) ("**Purchase Price**"). In the event that the Propety is conveyed to the City pursuant to the terms of such contract, the City agrees to subsequently convey the Property to the Agency, and the Agency hereby agrees to purchase the Property in an amount not to exceed the Purchase Price.

In the event that the City does not enter into a contract to purchase the Property within ninety (90) days of the Effective Date, this Agreement shall be null and void and of no further force and effect unless extended in writing by mutual agreement of the parties. Nothing in this Memorandum of Understanding shall obligate either the City or Agency to enter into any future contracts, supplemental agreements, or obligations with each other related to the Property. All activities by both parties to this Memorandum of Understanding shall be addressed in accordance with all applicable laws, regulations, policies and procedures.

This Memorandum of Understanding may be revised as necessary, with mutual consent of both parties by the execution of a written amendment signed and dated in the same manner as this original agreement.

Either party may terminate this Memorandum of Understanding by providing five (5) days written notice to the other, however, any funds disbursed by either party prior to termination, in accordance with this agreement, are not refundable from the other party.

City of Cocoa, Florida

_____

Henry U. Parrish III, Mayor

Attest:

_____

Carie Shealy, City Clerk

Cocoa Redevelopment Agency

_____

Henry U. Parrish III, Chairperson

EXHIBIT "A"

[THE "PROPERTY"]

Brevard County Tax ID Number	Brevard County Parcel Identification Number	Legal Description
2426343	24-36-33-80-00023.0-0000.00	Plat Book/Page: 0001/0071 Subdivision Name: S F TRAVIS ADDN TO COCOA BLKS 15 & 23 LYING E OF HUGHLETT ST & PART OF SW 1/4 OF SE 1/4 AS DESC IN ORB 1349 PG 47 ALSO INCL PART OF 60 FT VAC HUGHLETT ST AS VAC PER ORB 670 PG 619 PAR 754
2425547	24-36-33-00-00755.0-0000.00	THAT PT OF SW 1/4 OF SE 1/4 AS DESC IN ORB 1349 PG 473 LYING W OF HUGHLETT ST

Legislation Details (With Text)

File #:	16-4	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	1/7/2016			**In control:**	City Council
On agenda:	1/12/2016			**Final action:**	
Title:	Authorize the City Manager to enter into a Contract for Purchase and Sale for two (2) Brevard County Tax parcels (parcel numbers 24-36-33-80-00023.0-0000.00 and 24-36-33-00-00755.0-0000.00) located at the southwestern corner of the intersection of Florida Avenue and Rosa L. Jones Drive; and approve the attached Budget Resolution amending the FY2016 Budget. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Property Details.pdf Contract.pdf Budget Resolution FY 2016 Budget Amendment Form 16-4.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 7, 2016
Agenda Date: January 12, 2016
Prepared By: Susan D. McGrady, CRA Program Manager
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:

Authorize the City Manager to enter into a Contract for Purchase and Sale for two (2) Brevard County Tax parcels (parcel numbers 24-36-33-80-00023.0-0000.00 and 24-36-33-00-00755.0-0000.00) located at the southwestern corner of the intersection of Florida Avenue and Rosa L. Jones Drive; and approve the attached Budget Resolution amending the FY2016 Budget.

BACKGROUND:

The subject properties, currently owned by Winona Holdings, LLC, are comprised of 4.86 acres of mostly vacant land with commercial zoning. The larger of the properties was most recently utilized as a trailer park (currently vacant with two (2) trailers present) with the smaller southern-most parcel treed and currently housing several billboards facing US Highway 1. The current owners have expressed a desire to sell the properties to the City of Cocoa with an asking price of $800,000.00.

City staff and the City Attorney's Office have conducted due diligence on the properties including a Title Search, an Appraisal, and a Phase 1 Environmental Site Assessment (ESA). A Phase 2 ESA

has been recommended and can be funded by the City's EPA Brownfields Assessment Grant. In addition, one building that remains on the property contains asbestos and would requirement containment and a "wet" demolition, anticipated to not be a large expense.

With the construction of the Florida Avenue Complete Street Project scheduled for the summer of 2016, the subject properties and their potential for redevelopment can serve as a catalyst for the Florida Avenue/Rosa L Jones Drive corridors.

Staff recommends that Council authorize the City Manager to enter into a Contract for Purchase and Sale for parcels 24-36-33-80-00023.0-0000.00 and 24-36-33-00-00755.0-0000.00 in the amount of $800,000.00. The estimated closing costs and site survey are not expected to exceed $10,000.00.

The intent, consistent with a Memorandum of Understanding between the Cocoa CRA and the City, is for the City to acquire the property for the CRA for future redevelopment purposes. The CRA and the City will be required, following the successful acquisition of the property, to modify and revise the Interfund Loan Agreement to reflect a potential swap of properties (Brunson Avenue site) and the adjusted net debt owed to the City from the Cocoa CRA.

STRATEGIC PLAN CONNECTION:

The approval of the Contract for Purchase and Sale, in partnership with the Cocoa CRA, facilitates the redevelopment of the property at its highest and best use, and advances the goals of the Community Development.

BUDGETARY IMPACT:

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

Amount Requested	$815,000.00
Account Number	001-1600-513.61-00_
Account Name	Land_

Source of Funds:
____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
__X_ Reserves Source: Fund Balance-Approp. Reserves_
____ Transfer Acct #:_

PREVIOUS ACTION:

No previous action.

RECOMMENDED MOTION:

Authorize the City Manager to enter into a Contract for Purchase and Sale for two (2) Brevard County Tax parcels (parcel numbers 24-36-33-80-00023.0-0000.00 and 24-36-33-00-00755.0-0000.00) located at the southwestern corner of the intersection of Florida Avenue and Rosa L. Jones Drive; and approve the attached Budget Resolution amending the FY2016 Budget.

Dana Blickley, CFA
Property Appraiser
Brevard County, FL

Property Details

General Parcel Information

Parcel ID:	24-36-33-80-00023.0-0000.00	**Millage Code:**	23D0	**Exemption:**		**Use Code:**	2893
Site Address:	76 ALLISON DR , COCOA 32922					**Tax ID:**	2426343

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

Owner Information

Owner Name:	WINONA HOLDINGS LLC
Second Name:	
Mailing Address:	205 PARNELL STREET
City, State, Zipcode:	MERRITT ISLAND, FL 32953

Abbreviated Description

Plat Book/Page: 0001/0071	Sub Name: S F TRAVIS ADDN TO COCOA	BLKS 15 & 23 LYING E OF HUGHLETT ST & PART OF SW 1/4 OF SE 1/4 AS DESC IN ORB 1349 PG 47 ALSO INCL PART OF 60 FT VAC HUGHLETT ST AS VAC PER ORB 670 PG 619 PAR 754

Value Summary

Roll Year:	**2013**	**2014**	**2015**
Market Value Total:[1]	$425,000	$425,000	$330,000
Agricultural Market Value:	$0	$0	$0
Assessed Value Non-School:	$425,000	$425,000	$330,000
Assessed Value School:	$425,000	$425,000	$330,000
Homestead Exemption:[2]	$0	$0	$0
Additional Homestead:[2]	$0	$0	$0
Other Exemptions:[2]	$0	$0	$0
Taxable Value Non-School:[3]	$425,000	$425,000	$330,000
Taxable Value School:[3]	$425,000	$425,000	$330,000

Land Information

Acres:	4.32
Site Code:	319

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

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

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

Sale Information

Official Records Book/Page	Sale Date	Sale Amount	Deed Type	Sale Screening Code	Sale Screening Source	Physical Change Code	Vacant/Improved
7143/0541	6/3/2014	$450,000	WD	05			V
6610/1211	5/24/2012	$100	TD	11			I
3283/2235	4/1/1993	$210,000	PT				I
1349/0473	6/1/1973	$150,000	PT				V

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

Building Information

PDC #	Use Code	Year Built	Story Height	Frame Code	Exterior Code	Interior Code	Roof Type	Roof Material	Floors Code	Ceiling Code
2	4800	1928	12	03, 04	03, 13	01	09	01	02	01
4	164	1952	9	03	05	03	02	01	03	03
6	864	1952	9	03	05	03	09	01	03	03

Building Area Information

PDC #	Base Area	Garage Area	Open Porches	Car Port	Screened Porches	Utility Rooms	Enclosed Porch	Basements	Attics	Bonus Rooms	RV Carport	RV Garage	Total Base Area
2	2,772	0	0	0	0	0	0	0	0	0	0	0	2,772
4	224	0	0	0	0	0	0	0	0	0	0	0	224
6	400	0	0	0	0	0	0	0	0	0	0	0	400

Extra Feature Information

Extra Feature Description	Units
WASHER HOOKUP	3
DRYER HOOKUP	2
FENCE	550
OUTBUILDING	807
RV/MH SPACE	78
COVERED PATIO	153
OUTBUILDING	560
COVERED PATIO	12

Dana Blickley, CFA
Property Appraiser
Brevard County, FL

Property Details

General Parcel Information

Parcel ID:	24-36-33-00-00755.0-0000.00	**Millage Code:**	23E0	**Exemption:**		**Use Code:**	1000
Site Address:						**Tax ID:**	2425547

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

Owner Information

Owner Name:	WINONA HOLDINGS LLC
Second Name:	
Mailing Address:	205 PARNELL STREET
City, State, Zipcode:	MERRITT ISLAND, FL 32953

Abbreviated Description

Sub Name:	THAT PT OF SW 1/4 OF SE 1/4 AS DESC IN ORB 1349 PG 473 LYING W OF HUGHLETT ST

Value Summary

Roll Year:	**2013**	**2014**	**2015**
Market Value Total:[1]	$38,270	$38,270	$38,270
Agricultural Market Value:	$0	$0	$0
Assessed Value Non-School:	$38,270	$38,270	$38,270
Assessed Value School:	$38,270	$38,270	$38,270
Homestead Exemption:[2]	$0	$0	$0
Additional Homestead:[2]	$0	$0	$0
Other Exemptions:[2]	$0	$0	$0
Taxable Value Non-School:[3]	$38,270	$38,270	$38,270
Taxable Value School:[3]	$38,270	$38,270	$38,270

Land Information

Acres:	0.54
Site Code:	300
Land Value:	$38,270

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

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

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

Sale Information

Official Records Book/Page	Sale Date	Sale Amount	Deed Type	Sale Screening Code	Sale Screening Source	Physical Change Code	Vacant/Improved
7143/0541	6/3/2014	$450,000	WD	05			V
6610/1211	5/24/2012	$100	TD	11			V
3283/2235	4/1/1993	$210,000	PT				V
1349/0473	6/1/1973	$150,000	PT				V

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

CONTRACT FOR PURCHASE AND SALE

THIS **CONTRACT FOR PURCHASE AND SALE** ("**Contract**") is made by and between **WINONA HOLDINGS, LLC**, a Florida limited liability company whose mailing address is 205 Parnell Street, Merritt Island, Florida 32953 (hereinafter referred to as "**Seller**"), and the **CITY OF COCOA, FLORIDA**, a municipal corporation, with a principal address of 65 Stone Street, Cocoa, Florida 32922 ("**Buyer**"). For and in consideration of a valuable sum in dollars, the premises and the mutual covenants and obligations created hereby, as well as other good and valuable considerations, Buyer agrees to buy and Seller agrees to sell the following described real property subject to and upon the terms and conditions set forth below. The effective date of this Contract (the "**Effective Date**") shall be the date upon which the last of Seller and Buyer shall have signed this Contract.

ARTICLE I - PROPERTY

The real property which is the subject matter of this Contract consists of two (2) Brevard County Tax parcels comprising approximately 4.86 acres comprised of vacant, commercial/multifamily zoned land located along Florida Avenue in Brevard County Florida, and is more particularly described in **Exhibit "A"** attached hereto and fully incorporated herein by this reference (the "**Property**").

ARTICLE II - PURCHASE PRICE

Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be Eight Hundred Thousand Dollars and No/100 ($800,000.00).

ARTICLE III - CLOSING AND CLOSING DATE

The transaction contemplated by this Contract shall be closed (the "**Closing**"), the Purchase Price applied to closing costs and the deed, and the exclusive possession of the Property, free of all occupants, shall be delivered to Buyer at Closing. The closing date shall be on or before thirty (30) days following the Effective Date, unless extended pursuant to the terms of Section 5.7 herein.

ARTICLE IV - TERMS AND CONDITIONS

The additional terms and conditions of this Contract are as follows:

4.1. **Evidence of Title**. Buyer, at Buyer's expense and within ten (10) days from the Effective Date, shall obtain a title insurance commitment (the "**Title Commitment**") to issue an ALTA Owner's Title Insurance Policy from a title insurance company acceptable to Buyer (the "**Title Insurance Company**") in the amount equal to the appraisal of the property, naming Buyer as the proposed insured. The Title Commitment shall show good, marketable and insurable fee simple title to the Property to be vested in Buyer, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the Property's use; exceptions permitted by the provisions of this Contract; and those exceptions which are capable of and are actually to be discharged by Seller at or before Closing (all other exceptions to title being deemed title defects for purposes of this contract). Legible

and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment) shall be delivered with the Title Commitment. If title is found to be defective, Buyer shall, within five (5) days from the date it receives the Title Commitment, notify Seller in writing to that effect specifying the defects. Seller shall have ten (10) days from the receipt of Buyer's notice specifying the title defects to cure the defects and, if after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to Buyer's satisfaction, Buyer shall have the option of (i) accepting the title "as is" or (ii) terminating the Contract after which Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Contract.

4.2. **Survey**. Buyer may, at Buyer's expense, obtain a survey of the Property (the "**Survey**") prepared by a licensed Florida land surveyor within the thirty (30) days before closing, or in the alternative, an update of an earlier survey re-dated to a point in time within the thirty (30) days which complies with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys adopted in 2011. If the Survey shows any encroachments onto the Property and/or improvements located outside its boundaries or encroachments by improvements principally located on the Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the Property, or if it is apparent that the Property violates existing title covenants and/or applicable zoning laws or ordinances, Buyer shall notify Seller in writing to that effect specifying the defects. Seller shall have until twenty (20) days from receipt of Buyer's notice specifying the Survey defects in which to cure such defects. If after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, Buyer shall have the option of (i) accepting the condition of the Property as disclosed in the Survey in an "as is" condition, or (ii) terminating the Contract, thereupon Buyer and Seller shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Contract.

The parties acknowledge that upon the execution of this Contract the only available legal description of the Property was the legal description of the Property contained within Article I of the Contract. The survey will be by a metes and bounds description and said description shall be incorporated into this Contract as if included herein at the Effective Date of this Contract. The survey and legal description shall be approved by both parties prior to incorporation into the Contract. Said approval shall not be unreasonably withheld by the parties.

4.3. **Conveyance**. Seller shall convey title to the Property to Buyer by Warranty Deed (the "**Deed**"), subject only to: (i) taxes for the year of Closing; and (ii) matters disclosed in the title evidence provided to and accepted or deemed accepted by Buyer.

4.4. **Closing Affidavit**. At the Closing, Seller shall furnish Buyer with an affidavit (i) testifying to the absence of any claims, encumbrances, taxes, assessments, liens or potential lienors known to Seller not disclosed in the Title Commitment and Deed, (ii) further attesting that there have been no improvements to the Property by or through Seller for the thirty (30) day period immediately preceding the date of Closing, the cost of which remains unpaid, (iii) agreeing to take no action prior

to recording the Deed which would adversely affect the title to the Property, (iv) testifying that possession of the Property is subject only to those matters accepted by Buyer pursuant to the terms hereof, if any, and that Seller is otherwise in exclusive, peaceable and undisputed possession of the Property, and (v) testifying that there are no actions or proceedings now pending in any state or federal court to which Seller is a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, which would affect the Property, the title to the Property or Seller's ability to close on the sale of the Property to Buyer except as disclosed in the Title Commitment. Seller shall also furnish such other evidence, affidavits or information required by the Title Insurance Company so that the Title Insurance Company will be able to eliminate all standard exceptions from the Title Commitment at Closing, except for taxes for the year of Closing which are not yet due or payable.

4.5. **Place of Closing**. Closing shall be held by express courier or at the offices of the title agent or at Garganese, Weiss & D'Agresta, P.A. or such other location as is mutually agreed upon by Buyer and Seller.

4.6. **Documents for Closing**. Buyer's attorney or title agent shall prepare the Deed, Seller's affidavit, closing statement, and any corrective instruments that may be required in connection with perfecting title.

4.7. **Expenses**. State documentary tax for the Deed and the cost of recording all corrective documents needed to complete the transaction shall be borne by Seller. Buyer shall pay for the title insurance premium, recording the Deed and all fees and expenses arising from or associated with the simultaneous issuance of a lender's title insurance commitment and policy, if any, and any and all endorsements to such policy required by its lender.

4.8. **Prorations and Escrow Balance**. Taxes and other expenses and all revenue of the Property shall be prorated as of the date of Closing.

4.9. **Proration of Taxes; Real and Personal**. Taxes shall be prorated based upon the current year's tax based on the highest discount available at Closing. If the Closing occurs on a date when the current year's taxes are not fixed and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated based on the prior year's tax; provided, however, if there are completed improvements on the Property by January 1st of the year of Closing, which improvements were not in existence on January 1st of the prior year, then the taxes shall be prorated to the date of Closing based upon the prior year's millage and an equitable assessment to be agreed upon between the parties, failing which request will be made to the county tax assessor for an informal assessment. If the Property is assessed as part of a larger tract of land and a "cut out" is not available from the tax assessor at the time of Closing, the taxes for the Property shall be estimated and prorated based upon the ratio of the size of the Property in relation to the overall tract of which the Property forms a part, taking into consideration matters of zoning as described in the tax assessor's records. Any tax proration based on an estimate may, at the request of either party, be subsequently readjusted upon receipt of the actual tax bill. This provision for reproration shall survive the Closing.

Real Estate and Personal Property Taxes. Seller shall be responsible for real estate and personal property taxes owing for tax years prior to the 2016 calendar year, if any, and for the portion of the 2016 calendar year during which Seller owned the Property (*i.e.*, Seller shall be responsible for real estate and personal property taxes owing for the period beginning on January 1, 2016 and ending (but not including) on the Settlement date). Unless Purchaser is exempt from payment thereof by applicable law, Purchaser shall be responsible for real estate and personal property taxes owing for the period commencing on the Settlement date and ending on December 31, 2016. The Escrow Agent shall ensure compliance with Florida Statute 196.295 at Settlement. Purchaser shall pay any real and personal property taxes billed with respect to the Property after Settlement. Purchaser shall be solely responsible for and hold Seller harmless from any so-called "rollback" or similar taxes or assessments owing on the Property resulting from the sale thereof to Purchaser or any change in the Improvements or the use of the Property by Purchaser following Settlement.

4.10. **Special Assessment Liens**. Special assessment liens which are certified, confirmed and ratified as of the date of Closing are to be paid by Seller. Special assessment liens which are certified, confirmed and ratified but payable in installments post Closing shall be paid in full by Seller at Closing. Special assessment liens pending as of the date of Closing shall be assumed by Buyer; provided, however, that if the improvements which form the basis for such special assessment are substantially completed as of the date of Closing they shall be deemed to have been certified, confirmed or ratified and Buyer shall, at Closing, be credited with an amount equal to the last estimate of the assessment for the improvement made by the appropriate public body.

4.11. **Default**. If Buyer fails to perform any of Buyer's covenants set forth in this Contract, the Deposit, if any, shall be paid to and retained by and for the account of Seller as agreed upon liquidated damages and in full settlement of any claims whatsoever. If Seller fails to perform any of Seller's covenants set forth in this Contract or fails to convey the Property when Seller is obligated to do so in accordance with the terms hereof, Buyer shall have, as its sole and exclusive remedies, the election of either (i) demanding and receiving a refund of the Deposit, if any, immediately or (ii) the right of specific performance against Seller.

4.12. **Severability**. If any one or more of the provisions of this Contract is held invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the remaining provisions of this Contract shall be construed to best carry out the original intent of the parties hereto.

4.13. **Complete Agreement**. This Contract evidences the complete understanding of the parties hereto as respects the matters addressed herein. No agreement or representation, unless set forth in this Contract, shall bind either of the parties hereto.

4.14 **Notices**. Notices to Seller and Buyer shall be deemed delivered (i) when hand delivered, or (ii) one (1) business day following delivery to an express delivery courier, such as Federal Express, or (iii) three (3) days following deposit in U.S. mail, certified, return receipt requested. Notice shall be given to the following addresses:

To Seller: Winona Holdings, LLC
205 Parnell Street
Merritt Island, Florida 32953

To Buyer: City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922

4.15. **FIRPTA - Right to Withhold**. Seller agrees that Buyer may deduct and withhold from the Purchase Price provided in Article II hereof, a tax in the amount of ten percent (10%) of the amount realized (as that term is used in Section 1445(a) of the Internal Revenue Code) by Seller pursuant to this Contract, except upon the occurrence of either (A) or (B) below:

(A) At or prior to Closing, Seller provides to Buyer a Certificate of Non-Foreign Status or a Non-USRPHC Statement described in and complying with Section 1445(b)(2) or (3) of the Internal Revenue Code of 1986, as amended (the "**Code**") (all references to Section or the Code include any successor provisions thereto and any Treasury Regulations promulgated in connection thereto) and Buyer has no knowledge or notice that such Certificate or Statement is false; or

(B) At or prior to Closing, Buyer received a withholding certificate described in Temp. Treas. Reg. Section 1.1445-3T or Rev. Proc. 85-41.

Buyer agrees that any amount deducted and withheld pursuant to this Section shall be remitted to the Internal Revenue Service in accordance with Section 1445 of the Code and the Regulations thereunder.

4.16. **Right of Inspection**. During the term of this Contract, Buyer, its agents, employees and representatives, may have access to the Property and the records of the Property (including those on file with any governmental agency) at all reasonable times subsequent to the Effective Date of this Contract with the right, at Buyer's expense, to inspect the Property and to conduct all tests and borings thereon as Buyer, its licensed engineers, surveyors and the like shall deem reasonably necessary or desirable to fulfill the tests and investigations contemplated by the Contract. Any entry on or to the Property by Buyer or its authorized representatives pursuant to the provisions hereof shall be at the risk of Buyer, and to the extent of the monetary limitations in Fla. Stat. 768.28, Buyer hereby indemnifies, protects, and holds Seller harmless and agrees to defend Seller from and against any and all claims, demands, losses, damages, and liabilities (including but not limited to personal injury and property damage claims and mechanics' or other liens), together with related costs and expenses, including reasonable attorney fees and litigation costs, caused by Buyer or Buyers' agents on or to the Property. This does not waive Buyer's right to sovereign immunity. In addition, Buyer shall keep the Property free from any liens which could arise as a result of the exercise by Buyer of any of its rights hereunder.

4.17. **WAIVER OF TRIAL BY JURY**. SELLER AND BUYER HEREBY MUTUALLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY REGARDING ANY LITIGATION BASED OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY AGREEMENT CONTEMPLATED TO BE DELIVERED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF SELLER AND BUYER ENTERING INTO THIS CONTRACT.

ARTICLE V - SPECIAL CONDITIONS

Seller has made a limited number of representations and warranties to Buyer in this Contract. In consideration of Buyer waiving additional conditions, representations or warranties from Seller, Seller and Buyer hereby agree as follows:

5.1. **Buyer's Conditions Precedent**. Buyer's obligation to close under this Contract shall be subject to the satisfaction of the following conditions precedent enumerated below. In the event any one of these conditions is not satisfied for any reason whatsoever, then this Contract shall terminate, and Buyer and Seller shall be fully relieved from all further rights and responsibilities under this contract.

(A) The complete execution of this Contract by Seller and Buyer and the approval of this Contract by Buyer's City Council at a public meeting, pursuant to §166.045, Fla. Stat.

(B) No action, suit, proceeding, or official investigation shall have been threatened, announced, or commenced by any person or federal, state or local government authority or agency that seeks to enjoin, assess civil or criminal penalties against, or obtain any judgment, order, or consent decree, with respect to either party hereto, in connection with their respective representations and obligations under this Contract.

(C) Seller shall fully comply with the provisions of Section 286.23, Florida Statutes by executing and delivering an Affidavit in the form of the Affidavit of Interest in Real Property - Florida Statute 286.23, a copy of which is attached hereto as **Exhibit "B."**

5.2. **Inspection Period**. Buyer shall have until the date of Closing (herein the "**Inspection Period**") in which to conduct an investigation of the Property, including, by way of illustration and not in limitation and subject to Section 4.17: inspections as to the physical condition of the Property, investigate the availability of utilities, status of zoning or ability to rezone, zoning codes, building codes, physical condition and any other condition or characteristic of the Property which Buyer may deem necessary or relevant to Buyer in purchasing the Property. Should Buyer, in its sole discretion, for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then Buyer may, prior to the expiration of the Inspection Period, terminate this Contract by written notice thereof to Seller. Notwithstanding anything to the contrary contained herein, if Buyer has not terminated this Contract by written notice delivered to

Seller prior to Closing, then the Deposit (if any) shall be applicable to the Purchase Price but non-refundable, other than pursuant to Section 5.1 hereof, except in the event of a default by Seller hereunder.

5.3. **Delivery of Materials**. Within five (5) business days after the Effective Date of this Contract, Seller shall deliver to Buyer copies of all existing studies, tests, environmental audits, soil borings results, surveys, site plans, reports, plans, permits, petitions, warranties, applications, certificates, reservations, agreements, development orders, approvals, maps, aerials and related materials in its possession relating to the Property.

5.4. **Brokerage**. Buyer and Seller represent to each other that neither party has dealt with or engaged a broker with respect to the transaction contemplated herein. Each party hereby agrees to indemnify the other from and against any claim for brokerage commission or finder's fee asserted by any other person, firm or corporation claiming by, through or under said party.

5.5. **Seller Warranties**. During the period that this Contract is in effect, Seller shall maintain the Property in its current condition, reasonable wear and tear excepted.

5.6. **Seller Not to Convey**. Seller shall not convey any interest in the Property after the signing of this Contract without the prior joinder and written consent of the Buyer.

5.7. **Extensions of Closing Date**. Any extension of the Closing Date shall be by mutual agreement of the parties.

5.8. **Headings; Entire Agreement; Governing Law**. The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. This Contract constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and this Contract may be executed in separate counterparts, each of which shall be deemed an original, and all which shall constitute one and the same instrument. This Contract shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year indicated below.

Signed, sealed and delivered in the presence of:

_____

_____
(print name)

_____

_____
(print name)

SELLER:

WINONA HOLDINGS, LLC

By:_____
Scott A. Sewall, Manager

Date: _____

Signed, sealed and delivered in the presence of:

_____

_____
(print name)

_____

_____
(print name)

BUYER:

CITY OF COCOA, FLORIDA

By:_____
John Titkanich, City Manager

ATTEST:

By:_____
Carie Shealy, City Clerk

Date:_____

EXHIBIT "A"

[THE "PROPERTY"]

Brevard County Tax ID Number	Brevard County Parcel Identification Number	Legal Description
2426343	24-36-33-80-00023.0-0000.00	Plat Book/Page: 0001/0071 Subdivision Name: S F TRAVIS ADDN TO COCOA BLKS 15 & 23 LYING E OF HUGHLETT ST & PART OF SW 1/4 OF SE 1/4 AS DESC IN ORB 1349 PG 47 ALSO INCL PART OF 60 FT VAC HUGHLETT ST AS VAC PER ORB 670 PG 619 PAR 754
2425547	24-36-33-00-00755.0-0000.00	THAT PT OF SW 1/4 OF SE 1/4 AS DESC IN ORB 1349 PG 473 LYING W OF HUGHLETT ST

EXHIBIT "B"

AFFIDAVIT OF INTEREST IN REAL PROPERTY – F.S. 286.23

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this _____ day of _____, 2016, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms that the following is true:

The undersigned is the _____ of _____, the legal title holder of the real property described on the attached Exhibit "A"; and *(select appropriate option below):*

☐ *(check if applicable)* – The name(s) and address(es) of every person having a beneficial interest in the real property described on the attached Exhibit "A" however small or minimal is/are:

	Name	Address
a)		
b)		
c)		

☐ *(check if applicable)* – All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

[SIGNATURE ON FOLLOWING PAGE]

WITNESSES:

_____ By:_____

_____ Print name:_____
(print)

Title:_____

_____

Address:

_____
(print)

STATE OF _____

COUNTY OF _____

SWORN TO and subscribed before me this _____ day of _____, 2016, by _____, the _____ of _____, (check one) ☐ who is personally known to me or ☐ who provided _____ as identification.

_____
Print Name: _____
Notary Public

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 01/07/16

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 815,000	001-0000-389.99-50		FUND BAL-APPROP. RESERVES	$ 6,081,630	$ 5,027,272	$ 5,842,272	$ 5,842,272
$ 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
$ 815,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 815,000	001-1600-513.61-00		LAND	$ 0	$ 0	$ 815,000	$ 815,000
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 815,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This amendment is for the purchase of Land with parcel IDs 24-36-33-80-00023.0-0000.00 & 24-36-33-00-00755.0-0000.00.

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/12/16 *RESOLUTION #:* 2016-08

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.

1/7/16	Lea Taylor (Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2016.01.07 12:05:27 -05'00')	1/7/16	Lea Taylor (Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2016.01.07 14:03:41 -05'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
1/7/16	Steven Belden (Digitally signed by Steven Belden DN: dc=org, dc=cocoafl, ou=CH, cn=Steven Belden, email=sbelden@cocoafl.org Date: 2016.01.07 13:53:29 -05'00')	1/7/16	Lora Howell (Digitally signed by Lora Howell DN: dc=org, dc=cocoafl, ou=CH, cn=Lora Howell, email=lhowell@cocoafl.org Date: 2016.01.07 14:57:46 -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 #:	16-6	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	1/7/2016			**In control:**	City Council
On agenda:	1/12/2016			**Final action:**	
Title:	Approve a Resolution Authorizing a $0.39 Fire Assessment Refund to Residential Property Owners for the Annual Fire Assessment Imposed by the City for Fiscal Year 2015/2016. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2016- _____ Fire Assessment Refund .39 cents - revised.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 7, 2016
Agenda Date: January 12, 2016
Prepared By: Anne Quesada, Accounting Manager
Through: Teri Butler, Finance Director
Requested Action:

Approve a Resolution Authorizing a $0.39 Fire Assessment Refund to Residential Property Owners for the Annual Fire Assessment Imposed by the City for Fiscal Year 2015/2016.

BACKGROUND:

On September 8, 2015, City Council approved the Final Assessment Resolution No. 2015-057 and the Non-Ad Valorem Assessment Roll for the Fire Protection Assessment for FY 2016. After the Tax Year 2015 tax bills were delivered to property owners by the Brevard County Tax Collector, it was discovered that a small, nominal, $0.39 error was made in the calculation for residential properties. The error relates to the assessment roll provided to the Property Appraiser in that the calculated assessment rate was improperly entered on the roll.

The Brevard County Tax Collector, by policy, does not process refunds or credits for amounts less than $5.00. The City has settled the accounts for the residential property owners whose amounts were in excess of $5.00. For the remaining accounts/residential properties assessed the City will issue a credit or refund of $0.39 per unit. The attached Resolution describes the method for obtaining a refund. If the credit due is less than $5.00 and a refund is not requested, the credit will be applied to the real property account through the Tax Collector's Office. The credit will include $.02 applied interest for each residential unit making the total credit $.41.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested ~ $2,963.39 including interest and depending on advance refund requests
Account Number 001-0000-325.12-01
Account Name Fire Protection Services

PREVIOUS ACTION:

On September 8, 2015, City Council approved Resolution No. 2015-057, the Final Assessment Resolution, and the Non-Ad Valorem Assessment Roll for the Fire Protection Assessment for FY 2016.

RECOMMENDED MOTION:

Approve a Resolution Authorizing a $0.39 Fire Assessment Refund to Residential Property Owners for the Annual Fire Assessment Imposed by the City for Fiscal Year 2015/2016.

RESOLUTION NO. 2016-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA AUTHORIZING A THIRTY-NINE CENT ($0.39) FIRE ASSESSMENT REFUND TO RESIDENTIAL PROPERTY OWNERS FOR THE ANNUAL FIRE ASSESSMENT IMPOSED BY THE CITY FOR FISCAL YEAR 2015/2016 DUE TO A SMALL NOMINAL CALCULATION ERROR; PROVIDING A PROCEDURE FOR AFFECTED RESIDENTIAL PROPERTY OWNERS TO ELECT WITHIN THIRTY DAYS OF NOTICE TO RECEIVE A REFUND BY CHECK OR TO RECEIVE A CREDIT ON NEXT YEAR'S ANNUAL FIRE ASSESSMENT IN FISCAL YEAR 2016/17; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 20-2006 the City imposes an annual fire assessment on real property relating to the delivery and funding of fire protection services and facilities within the City; and

WHEREAS, in accordance with Resolution 2015-57, the City Council adopted a final fire assessment rate for City Fiscal Year 2015/16 and such assessment was imposed on real property owners located within the City of Cocoa by the annual non-ad valorem assessment rolls collected by the Brevard County Tax Collector; and

WHEREAS, after the 2015/2016 tax invoices were delivered to property owners by the Tax Collector, the City discovered that there was a small, nominal error in the manner in which the 2015/2016 fire assessment for residential property owners was calculated; and

WHEREAS, the City has since corrected the calculation and determined that residential property owners should receive a thirty-nine cent ($0.39) refund or credit per unit; and

WHEREAS, the City requested that refunds be provided by the Brevard County Tax Collector. However, the Tax Collector has informed the City that the Tax Collector will not provide a refund to property owners because the refund amount is below the amount established for refunds, established by Tax Collector policy ($5.00), and as such, it is cost prohibitive and inefficient for the Tax Collector to make such a refund to each affected property owner given all of the administrative burden and costs required to issue such a refund; and

WHEREAS, notwithstanding, the City Council desires to issue a refund or credit in a cost effective and efficient manner; and

WHEREAS, the City Council hereby finds that issuing refunds checks to all affected property owners, given the small, nominal amount of the refund, is cost prohibitive and inefficient, and further, even if such refund checks were sent, many of said checks may go uncashed due to the small, nominal amount of the check; and

WHEREAS, given the aforementioned finding by the City Council, the City Council desires to establish a procedure to issue a refund or credit to affected property owners as more specifically set forth herein; and

WHEREAS, the City Council hereby finds that this Resolution is in the best interests of the public health, safety and welfare of the citizens of Cocoa.

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

Section 1. Incorporation of Recitals. The foregoing recitals are deemed to be true and accurate and are hereby fully incorporated herein by this reference.

Section 2. 2015/2016 Fire Assessment Refund or Credit Established.

A. Each residential property owner that has paid the 2015/2016 fire assessment pursuant to Resolution 2015-57 shall receive a thirty-nine cent ($0.39) refund or credit per unit upon the payment of said assessment.

B. The refund or credit shall be paid by the City in accordance with the payment procedures established in Section 3 of this Resolution. If an affected residential property owner elects to receive a credit on the future 2016/2017 fire assessment imposed by the City of Cocoa in the future, the property will receive interest on the refund amount at a rate of $0.02 per unit for a total credit of forty-one cents ($0.41). The interest rate (rounded to nearest penny) is approximately based on the interest rate received by the City on its operating bank account.

Section 3. Refund or Credit Procedure.

A. Within sixty (60) days of the effective date of this Resolution, the City Manager shall publish a legal advertisement in the Florida Today, post notice at City Hall, and post notice on the City's web site, advising City of Cocoa residential property owners about the refund authorized by this Resolution. The form of the notice shall contain the title of the Resolution and sufficient detail describing the basis and amount of the refund. Further, the notice shall state that the affected property owner may elect to receive a refund paid by check by submitting a request in writing to the City Clerk within thirty (30) days of the notice being published in the newspaper. The form of the notice shall be approved by the City Manager and City Attorney before publication and posting.

B. Upon expiration of the thirty day notice period, the City Clerk shall forward all written requests received by the City to the Finance Director. The Finance Director will be responsible for verifying that a refund request is valid and verifying that the person making the request is the affected property owner and has paid the 2015/2016 fire assessment. If the request is verified and is deemed valid, the Finance Director shall process the refund request pursuant to Section 2 of this Resolution and mail the refund check to the affected residential property owner making the request. Requests for refunds shall not be accepted by the City after the thirty day notice period has expired. Refunds are not transferable.

C. Any affected residential property owner that has not requested a refund pursuant to this Section shall automatically receive a credit on the future 2016/2017 fire assessment as

provided by Section 2 of this Resolution. Credits are not transferable and shall be applied to the same real property address that is subject to the refund.

D. The refund procedure set forth in this Section shall not apply to affected property owners that actually received a refund or credit, pursuant to Section 2 of this Resolution, from the Tax Collector pursuant to the Tax Collector's refund policy.

Section 4. Repeal of Prior Inconsistent Resolutions. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

Section 5. Severability. Should any section or provision of this Resolution, or any portion hereof, any paragraph, sentence, or work be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

Section 8. Effective Date. This Resolution has become effective immediately upon adoption of 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 this 12th day of January 2016.

_____
HENRY U. PARRISH, III, MAYOR

ATTEST:

_____
CARIE SHEALY, CITY CLERK

Legislation Details (With Text)

File #:	15-597	**Version:** 1	**Name:**	November, 2015 Monthly Purchasing Approval Information
Type:	Informational Item		**Status:**	Agenda Ready
File created:	12/1/2015		**In control:**	City Council
On agenda:	1/12/2016		**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 11/30/2015. (Finance Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	PO Monthy Report to City Council 10.01.15 thru 11.30.15.pdf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	December 1, 2015
Agenda Date:	January 8, 2016
Prepared By:	Sonja D. Hamilton-Suarez, Purchasing Manager
Through:	Teri Butler, CGFO, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 11/30/2015**.**

BACKGROUND:

The following reports for the period October 01, 2015 through November 30, 2015 provide a summary of all the purchases $25,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

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

RECOMMENDED MOTION:

None. Information only.



Purchase Order Approvals 10-01-15 thru 11-30-15

$25,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 53

City Manager = 27

City of Cocoa CRA Board = 1

City Council = 25

Purchase Order Approvals 10-01-15 thru 11-30-15
$25,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
66675	10/5/2015	Pace Analytical Services, Inc.	$ 28,000.00	10/2/2015	John A. Titkanich, Jr. AICP
66740	10/6/2015	Cutwater Asset Management Corp.	$ 37,500.00	10/5/2015	Micki Abdi (Acting)
66746	10/6/2015	Brevard County Board of County Comm.	$ 30,000.00	10/5/2015	Micki Abdi (Acting)
66760	10/6/2015	Garganese, Weiss & D'Agresta	$ 35,000.00	10/5/2015	Micki Abdi (Acting)
66797	10/7/2015	Ricoh USA, Inc.	$ 46,000.00	10/6/2015	John A. Titkanich, Jr. AICP
66902	10/9/2015	MCCI, LLC	$ 49,733.14	10/9/2015	Micki Abdi (Acting)
66964	10/15/2015	Iwater, Inc.	$ 32,000.00	10/14/2015	John A. Titkanich, Jr. AICP
66970	10/15/2015	Cemex	$ 25,000.00	10/14/2015	John A. Titkanich, Jr. AICP
66975	10/15/2015	Sunstate Meter & Supply Inc.	$ 27,224.00	10/14/2015	John A. Titkanich, Jr. AICP
66997	10/19/2015	Trane Orlando Company	$ 46,508.00	10/17/2015	John A. Titkanich, Jr. AICP
67041	10/22/2015	Quentin L. Hampton Assoc.	$ 30,281.00	10/21/2015	John A. Titkanich, Jr. AICP
67043	10/22/2015	Insource Software Solutions	$ 36,728.10	10/21/2015	John A. Titkanich, Jr. AICP
67044	10/22/2015	Brev Cty Emergency Management	$ 27,771.00	10/21/2015	John A. Titkanich, Jr. AICP
67061	10/22/2015	Architects RKZ, Inc.	$ 37,856.08	10/21/2015	John A. Titkanich, Jr. AICP
67062	10/22/2015	Industrial Chemicals Inc.	$ 27,680.00	10/21/2015	John A. Titkanich, Jr. AICP
67070	10/23/2015	Ring Power Corporation	$ 42,973.00	10/22/2015	John A. Titkanich, Jr. AICP
67077	10/26/2015	Air Liquid Industrial	$ 37,814.00	10/23/2015	John A. Titkanich, Jr. AICP
67113	10/29/2015	CDM Smith Inc.	$ 29,813.00	10/28/2015	John A. Titkanich, Jr. AICP
67152	11/5/2015	CDM Smith Inc.	$ 39,000.00	11/4/2015	Micki Abdi (Acting)
67182	11/9/2015	G4S Secure Solutions	$ 40,415.00	11/6/2015	John A. Titkanich, Jr. AICP
67183	11/9/2015	Cathedral Corporation	$ 30,000.00	11/6/2015	John A. Titkanich, Jr. AICP
67184	11/9/2015	Underwater Solutions, Inc.	$ 37,890.00	11/6/2015	John A. Titkanich, Jr. AICP
67185	11/9/2015	Garganese, Weiss & D'Agresta	$ 49,500.00	11/6/2015	John A. Titkanich, Jr. AICP
67221	11/16/2015	Parsons Brinckheroff Inc.	$ 30,000.00	11/13/2015	John A. Titkanich, Jr. AICP
67249	11/17/2015	CDM Smith Inc.	$ 30,000.00	11/16/2015	John A. Titkanich, Jr. AICP
67340	11/25/2015	Odyssey Manufacturing Co.	$ 30,560.00	11/24/2015	John A. Titkanich, Jr. AICP
67352	11/25/2015	Trekker Tractor LLC	$ 38,193.25	11/24/2015	John A. Titkanich, Jr. AICP

27 Purchase Order Approved by City Manager

Prepared by Purchasing 12/1/2015

Purchase Order Approvals 10-01-15 thru 11-30-15
$25,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
67362	11/30/2015	Cocoa Main Street	$ 25,000.00	11/3/2015	COCOA RDA

1 Purchase Order Approved by CRA

Prepared by Purchasing 12/1/2015

Purchase Order Approvals 10-01-15 thru 11-30-15
$25,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
66741	10/6/2015	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
66742	10/6/2015	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
66907	10/12/2015	H&H Liquid Sludge Disposal, Inc.	$ 40,000.00	9/22/2015	City Council
66913	10/12/2015	ESRI Environmental Systems, Inc.	$ 27,275.00	9/9/2014	City Council
66914	10/12/2015	Glover Oil Company Inc.	$ 26,523.00	7/8/2014	City Council
66956	10/15/2015	Verizon Wireless	$ 42,720.00	7/24/2012	City Council
67042	10/22/2015	Glover Oil Company Inc.	$ 49,000.00	7/8/2014	City Council
67049	10/22/2015	Florida Power & Light	$ 30,000.00	10/13/2015	City Council
67051	10/22/2015	Florida Power & Light	$ 50,000.00	10/13/2015	City Council
67057	10/22/2015	Water Resource Associates	$ 49,500.00	3/24/2015	City Council
67058	10/22/2015	Glover Oil Company Inc.	$ 25,964.00	7/8/2014	City Council
67060	10/22/2015	Lisa Cullen Tax Collector	$ 41,200.00	10/21/2015	City Council
67064	10/22/2015	Brandes Design-Build, Inc.	$ 26,895.00	10/13/2015	City Council
67079	10/26/2015	Glover Oil Company Inc.	$ 28,175.06	7/8/2014	City Council
67237	11/16/2015	United Self Insured Services	$ 50,000.00	9/8/2015	City Council
67264	11/18/2015	CH2M Hill Engineers, Inc.	$ 28,240.22	10/14/2014	City Council
67265	11/18/2015	Coggin Ford	$ 46,904.48	11/10/2015	City Council
67267	11/18/2015	Coggin Ford	$ 27,059.94	11/10/2015	City Council
67269	11/18/2015	Coggin Ford	$ 28,386.97	11/10/2015	City Council
67317	11/23/2015	Coggin Ford	$ 27,296.91	11/23/2015	City Council
67341	11/25/2015	Don Reid Ford Inc.	$ 25,506.00	11/10/2015	City Council
67342	11/25/2015	Don Reid Ford Inc.	$ 25,506.00	11/10/2015	City Council
67343	11/25/2015	Coggin Ford	$ 27,059.94	11/10/2015	City Council
67351	11/25/2015	Coggin Ford	$ 40,950.54	11/10/2015	City Council
67353	11/25/2015	CH2M Hill Engineers, Inc.	$ 38,151.51	5/27/2014	City Council

25 **Purchase Order Approved by City Council**

Prepared by Purchasing 12/1/2015

Legislation Details (With Text)

File #:	15-605	**Version:**	1	**Name:**	Estimated and actual income and expenses to date (FY2015)
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/16/2015			**In control:**	City Council
On agenda:	1/12/2016			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY 2016 Budget By Classification Report - Revenue and Expense - November 2015.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 16, 2015
Agenda Date: January 12, 2016
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending November 2015 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund.

Each of the major funds will have the following reports:

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

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

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

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

STRATEGIC PLAN CONNECTION:

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

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.



FY 2016 Budget by Classification Report - Summary Listing

Through 11/30/2015

Target for November is 17%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 6,821,651		$ 484,207.67	$ 6,337,443.33	7%
OTHER PERMITS AND FEES	$ 3,366,886		$ 193,201.80	$ 3,173,684.20	6%
INTERGOVERNMENTAL	$ 2,626,032		$ 6,010.33	$ 2,620,021.67	0%
CHARGES FOR SERVICES	$ 11,012,280		$ 1,759,797.88	$ 9,252,482.12	16%
FINES AND FORFEITURES	$ 24,495		$ 6,082.26	$ 18,412.74	25%
MISCELLANEOUS	$ 793,005		$ 71,991.48	$ 721,013.52	9%
OTHER SOURCES (NON-REVENUE)	$ 13,164,976		$ 1,114,674.00	$ 12,050,302.00	8%
REVENUE TOTALS	**$ 37,809,325**		**$ 3,635,965.42**	**$ 34,173,359.58**	**10%**
EXPENSE					
SALARIES AND BENEFITS	$ 20,904,041	$ -	$ 2,776,026.18	$ 18,128,014.82	13%
OPERATING EXPENDITURES	$ 9,875,625	$ 2,723,264.04	$ 1,010,590.04	$ 6,141,770.92	38%
CAPITAL OUTLAY	$ 4,280,056	$ 2,167,751.07	$ 166,547.01	$ 1,945,757.92	55%
GRANTS, AIDS AND OTHER	$ 2,749,603	$ -	$ -	$ 2,749,603.00	0%
EXPENSE TOTALS	**$ 37,809,325**	**$ 4,891,015.11**	**$ 3,953,163.23**	**$ 28,965,146.66**	23%
REVENUE TOTALS	**$ 37,809,325**	**$ -**	**$ 3,635,965.42**	**$ 34,173,359.58**	**10%**
EXPENSE TOTALS	**$ 37,809,325**	**$ 4,891,015.11**	**$ 3,953,163.23**	**$ 28,965,146.66**	**23%**
	$ -	**$ (4,891,015.11)**	**$ (317,197.81)**		

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	387,392	322,437.23	83	774,784	322,437.23	42	4,648,710	4,326,272.77
20 00	DELINQUENT TAXES	3,333	205.46	6	6,666	205.46	3	40,000	39,794.54
25 00	PENALTIES RE: TAXES	416	777.21	187	832	930.65	112	5,000	4,069.35
30 00	TAX CERTIFICATES	16,666	.00		33,332	.00		200,000	200,000.00
311 **	AD VALOREM	407,807	323,419.90	79	815,614	323,573.34	40	4,893,710	4,570,136.66
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	24,954	.00		49,908	.00		299,452	299,452.00
312 **	SALES USE AND FUEL TAXES	24,954	.00		49,908	.00		299,452	299,452.00
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	82,314	96,771.70	118	164,628	65,188.70	40	987,768	922,579.30
40 00	GAS	1,732	1,143.38	66	3,464	113.38	3	20,784	20,670.62
80 00	PROPANE	1,300	1,247.45	96	2,600	904.45	35	15,605	14,700.55
314 **	UTILITY SERVICE TAX	85,346	99,162.53	116	170,692	66,206.53	39	1,024,157	957,950.47
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	36,194	19,950.00-	55	72,388	39,900.00-	55	434,332	474,232.00
315 **	COMMUNICATION SERVICE TAX	36,194	19,950.00-	55	72,388	39,900.00-	55	434,332	474,232.00
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	14,166	4,912.81	35	28,332	134,327.80	474	170,000	35,672.20
316 **	LOCAL BUSINESS TAX	14,166	4,912.81	35	28,332	134,327.80	474	170,000	35,672.20
310 ***	TAXES	568,467	407,545.24	72	1,136,934	484,207.67	43	6,821,651	6,337,443.33
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
00 00	BUILDING PERMITS	11,416	15,625.12	137	22,832	35,495.04	156	137,000	101,504.96
10 00	TRAINING SURCHARGE	58	.00		116	.00		700	700.00
322 **	BUILDING PERMITS	11,474	15,625.12	136	22,948	35,495.04	155	137,700	102,204.96
323	FRANCHISE FEES								
10 00	ELECTRICITY	64,218	31,394.00-	49	128,436	62,788.00-	49	770,620	833,408.00
40 00	GAS	1,510	668.65	44	3,020	876.35-	29	18,120	18,996.35
70 00	SOLID WASTE	14,703	15,126.96	103	29,406	30,377.75	103	176,446	146,068.25
323 **	FRANCHISE FEES	80,431	15,598.39-	19	160,862	33,286.60-	21	965,186	998,472.60
325	SPECIAL ASSESSMENT								
12 01	FIRE PROTECTION	174,916	187,170.40	107	349,832	188,570.60	54	2,099,000	1,910,429.40

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	666	314.28	47	1,332	314.28	24	8,000	7,685.72
12 03	PENALTIES	83	109.76	132	166	173.48	105	1,000	826.52
12 04	TAX CERTIFICATES	12,500	.00		25,000	.00		150,000	150,000.00
12 *	SERVICE	188,165	187,594.44	100	376,330	189,058.36	50	2,258,000	2,068,941.64
325 **	SPECIAL ASSESSMENT	188,165	187,594.44	100	376,330	189,058.36	50	2,258,000	2,068,941.64
329	OTHER PERMITS & FEES								
00 00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
10 00	REPOSITORY FEES	0	.00		0	.00		0	.00
20 00	BUILDING PLANS REVIEW FEE	0	.00		0	.00		0	.00
25 00	PLANNING AND ZONING	500	610.00	122	1,000	1,935.00	194	6,000	4,065.00
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
329 **	OTHER PERMITS & FEES	500	610.00	122	1,000	1,935.00	194	6,000	4,065.00
320 ***	OTHER PERMITS & FEES	280,570	188,231.17	67	561,140	193,201.80	34	3,366,886	3,173,684.20
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	33,333	.00		66,666	.00		400,000	400,000.00
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	33,333	.00		66,666	.00		400,000	400,000.00
20 01	RES OFFCR - CTY CONTRACT	2,608	.00		5,216	.00		31,300	31,300.00
20 05	JAG GRANT	1,915	.00		3,830	.00		22,980	22,980.00
20 09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
20 10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
20 12	BULLET PROOF GRANT	723	.00		1,446	.00		8,683	8,683.00
20 13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20 14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20 15	VICTIMS OF CRIME ACT GRNT	0	.00		0	2,247.28		0	2,247.28-
20 *	PUBLIC SAFETY	5,246	.00		10,492	2,247.28	21	62,963	60,715.72
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
331 **	FEDERAL GRANTS	38,579	.00		77,158	2,247.28	3	462,963	460,715.72
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	3,750	.00		7,500	.00		45,000	45,000.00
333 **	PAYMENT IN LIEU OF TAXES	3,750	.00		7,500	.00		45,000	45,000.00

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								
333		PAYMENT IN LIEU OF TAXES								
334		STATE GRANT								
50	01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
50	02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50	03	RESIDENTIAL RETROFIT	19,416	.00		38,832	.00		233,000	233,000.00
50	*	ECONOMIC ENVIRONMENT	19,416	.00		38,832	.00		233,000	233,000.00
61	10	BREVARD COUNTY EMS GRANT	0	.00		0	.00		0	.00
90	30	HISTORIC PRESERVATION GRT	23,354	.00		46,708	.00		280,256	280,256.00
334	**	STATE GRANT	42,770	.00		85,540	.00		513,256	513,256.00
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	37,945	.00		75,890	.00		455,349	455,349.00
12	20	8TH CNT MUNICIPAL GAS TAX	12,561	.00		25,122	.00		150,732	150,732.00
12	*	STATE REVENUE SHARING	50,506	.00		101,012	.00		606,081	606,081.00
14	00	MOBILE HOME LICENSES	1,768	3,312.81	187	3,536	3,763.05	106	21,220	17,456.95
15	00	ALCOHOLIC BEVERAGE	1,764	.00		3,528	.00		21,169	21,169.00
18	00	LOCAL GOVERNMENT 1/2 CENT	77,819	.00		155,638	.00		933,828	933,828.00
21	00	FIREFIGHTER SUPPLEMENTAL	0	.00		0	.00		0	.00
29	00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41	00	FUEL TAX REFUNDS	1,876	.00		3,752	.00		22,515	22,515.00
335	**	STATE SHARED REVENUES	133,733	3,312.81	3	267,466	3,763.05	1	1,604,813	1,601,049.95
337		GRANTS FROM LOCAL UNITS								
20	01	911 SURCHARGE FUNDS	0	.00		0	.00		0	.00
40	00	TRANSPORTATION	0	.00		0	.00		0	.00
40	01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40	*	TRANSPORTATION	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
10	01	EMS 1ST RESPONDER	0	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	218,832	3,312.81	2	437,664	6,010.33	1	2,626,032	2,620,021.67
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
10	00	RECORDING FEES	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
15 00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21 00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23 00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30 00	ADMINISTRATIVE FEES	447,249	447,250.00	100	894,498	894,500.00	100	5,366,988	4,472,488.00
31 00	ADMIN FEES STORMWATER	4,759	4,759.00	100	9,518	9,518.00	100	57,111	47,593.00
40 00	CERTIFY/COPY/SEARCH	10,870	17,042.34	157	21,740	18,363.15	85	130,440	112,076.85
90 12	PASSPORT EXECUTION FEES	552	350.00	63	1,104	1,200.00	109	6,634	5,434.00
341 **	GENERAL GOVERNMENT	463,430	469,401.34	101	926,860	923,581.15	100	5,561,173	4,637,591.85
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	0	.00		0	.00		0	.00
90 00	OTHER PUBLIC SAFETY	0	325.00		0	325.00		0	325.00-
90 01	FALSE ALARM FEES	625	.00		1,250	2,120.00	170	7,510	5,390.00
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	625	325.00	52	1,250	2,445.00	196	7,510	5,065.00
342 **	PUBLIC SAFETY	625	325.00	52	1,250	2,445.00	196	7,510	5,065.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	33,235	34,715.59	105	66,470	34,715.59	52	398,820	364,104.41
37 11	ROCKLEDGE	20,995	21,554.25	103	41,990	21,554.25	51	251,940	230,385.75
37 12	SUN LAKE	274	287.26	105	548	287.26	52	3,291	3,003.74
37 13	COLONY PARK	149	147.34	99	298	147.34	49	1,791	1,643.66
37 16	COCOA BEACH	8,670	8,634.12	100	17,340	8,634.12	50	104,040	95,405.88
37 17	CAPE CANAVERAL	7,157	7,136.18	100	14,314	7,136.18	50	85,884	78,747.82
37 18	TITUSVILLE	312	323.30	104	624	323.30	52	3,745	3,421.70
37 *	WATER BILLING SERVICES	70,792	72,798.04	103	141,584	72,798.04	51	849,511	776,712.96
39 01	SERVICE CHARGES	31,276	42,880.32	137	62,552	85,321.66	136	375,314	289,992.34
39 03	ADMIN CHARGES	33,211	30,120.00	91	66,422	62,520.00	94	398,542	336,022.00
39 04	PENALTIES	71,513	82,804.94	116	143,026	147,438.35	103	858,157	710,718.65
39 05	NSF CHECKS	2,673	3,500.69	131	5,346	6,835.69	128	32,079	25,243.31
39 *	WATER OTHER INCOME	138,673	159,305.95	115	277,346	302,115.70	109	1,664,092	1,361,976.30
41 10	GARBAGE REVENUES	176,569	174,092.75	99	353,138	349,186.34	99	2,118,834	1,769,647.66
41 20	RECYCLING REVENUE	17,567	16,990.14	97	35,134	34,243.48	98	210,812	176,568.52
41 30	GREEN WASTE	15,023	14,346.18	96	30,046	29,213.22	97	180,283	151,069.78
41 *	GARBAGE COLLECTION	209,159	205,429.07	98	418,318	412,643.04	99	2,509,929	2,097,285.96
45 10	BILLING FEE - WEST WASTE	7,939	7,960.62	100	15,878	7,960.62	50	95,268	87,307.38
45 20	SALE - RECYCLING MATERIAL	153	.00		306	35.75	12	1,836	1,800.25

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
45 *	GARBAGE - OTHER REVENUE	8,092	7,960.62	98	16,184	7,996.37	49	97,104	89,107.63
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	MEDIAN MAINTENANCE	4,361	13,084.00	300	8,722	13,084.00	150	52,336	39,252.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	8,364	.00		16,728	.00		100,369	100,369.00
90 *	OTHER PHYSICAL ENVIRON	12,725	13,084.00	103	25,450	13,084.00	51	152,705	139,621.00
343 **	PHYSICAL ENVIRONMENT	439,441	458,577.68	104	878,882	808,637.15	92	5,273,341	4,464,703.85
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	5,093	6,097.51	120	10,186	10,073.92	99	61,117	51,043.08
39 11	TENANT MAINTENANCE FEES	140	167.61	120	280	265.52	95	1,691	1,425.48
39 20	COCOA CIVIC CENTER	4,287	2,116.73	49	8,574	6,097.27	71	51,455	45,357.73
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,690	878.76	52	3,380	1,354.86	40	20,287	18,932.14
39 *	OTHER CULTURAL SERVICES	11,210	9,260.61	83	22,420	17,791.57	79	134,550	116,758.43
40 01	COCOA VILLAGE 10% GROSS	1,680	204.50	12	3,360	3,150.19	94	20,165	17,014.81
40 05	PERMIT FEES	135	50.00	37	270	150.00	56	1,625	1,475.00
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	1,815	254.50	14	3,630	3,300.19	91	21,790	18,489.81
50 10	EVENT FEES	822	2,544.00	310	1,644	2,792.82	170	9,873	7,080.18
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	318	.00		636	1,250.00	197	3,818	2,568.00
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	1,140	2,544.00	223	2,280	4,042.82	177	13,691	9,648.18
347 **	CULTURE/RECREATION	14,165	12,059.11	85	28,330	25,134.58	89	170,031	144,896.42
349	OTHER CHARGES FOR SERVICE								
01 00	CREDIT CARD FEES	18	.00		36	.00		225	225.00
349 **	OTHER CHARGES FOR SERVICE	18	.00		36	.00		225	225.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
349	OTHER CHARGES FOR SERVICE								
340 ***	CHARGES FOR SERVICES	917,679	940,363.13	103	1,835,358	1,759,797.88	96	11,012,280	9,252,482.12
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
10 00	COUNTY COURT CRIMINAL	0	.00		0	.00		0	.00
50 00	800 MHZ FINES	0	.00		0	.00		0	.00
90 00	OTHER	2,041	2,522.16	124	4,082	6,082.26	149	24,495	18,412.74
351 **	JUDGMENTS AND FINES	2,041	2,522.16	124	4,082	6,082.26	149	24,495	18,412.74
354	LOCAL ORDINANCE VIOLATION								
00 00	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354 **	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355	FEDERAL								
00 00	FEDERAL	0	.00		0	.00		0	.00
355 **	FEDERAL	0	.00		0	.00		0	.00
356	STATE								
00 00	STATE	0	.00		0	.00		0	.00
356 **	STATE	0	.00		0	.00		0	.00
350 ***	FINES AND FORFEITURES	2,041	2,522.16	124	4,082	6,082.26	149	24,495	18,412.74
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	3,612	291.18	8	7,224	18,541.96-	257	43,355	61,896.96
20 00	DIVIDENDS	0	.00		0	108.44		0	108.44-
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	.00		0	.00
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	3,612	291.18	8	7,224	18,433.52-	255	43,355	61,788.52
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	9,267	24,602.83	266	18,534	24,602.83	133	111,210	86,607.17
362 **	RENT AND ROYALTIES	9,267	24,602.83	266	18,534	24,602.83	133	111,210	86,607.17
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

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
364	DISPOSITION FIXED ASSETS								
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	6,250	7,595.00	122	12,500	14,965.00	120	75,000	60,035.00
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 20	TOY DRIVE	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	6,250	7,595.00	122	12,500	14,965.00	120	75,000	60,035.00
367	LICENSES								
00 00	LICENSES	0	.00		0	.00		0	.00
367 **	LICENSES	0	.00		0	.00		0	.00
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	11,974	.00		23,948	.00		143,695	143,695.00
22 00	FIRE STATE CONTRIBUTION	10,943	.00		21,886	.00		131,316	131,316.00
368 **	PENSION CONTRIBUTIONS	22,917	.00		45,834	.00		275,011	275,011.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	7,598	306.12	4	15,196	1,853.82	12	91,182	89,328.18
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	2,376	2,290.00	96	4,752	3,970.00	84	28,515	24,545.00
90 03	CODE ENF ABATE/DEMO REV	5,173	25,914.99	501	10,346	34,744.99	336	62,084	27,339.01
90 04	MISC. POLICE REVENUES	0	179.99		0	179.99		0	179.99-
90 05	INVESTIGATIVE COSTS REIM	4,435	6,308.37	142	8,870	6,308.37	71	53,230	46,921.63
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	833	.00		1,666	.00		10,000	10,000.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00
90 09	PROPERTY REGISTRATION	3,618	3,800.00	105	7,236	3,800.00	53	43,418	39,618.00
90 10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90 11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	24,033	38,799.47	161	48,066	50,857.17	106	288,429	237,571.83
96 00	INSURANCE REFUND PROCEEDS	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								
369	**	OTHER MISC REVENUES	24,033	38,799.47	161	48,066	50,857.17	106	288,429	237,571.83
360	***	MISCELLANEOUS REVENUES	66,079	71,288.48	108	132,158	71,991.48	55	793,005	721,013.52
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	03	CDBG (103)	0	.00		0	.00		0	.00
91	10	TRANSFER FROM REDEVELOP	0	.00		0	.00		0	.00
91	11	TRANSFER FROM DIAMOND SQ	0	.00		0	.00		0	.00
91	12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91	21	WATER SEWER FUND (421)	15,366	.00		30,732	.00		184,400	184,400.00
91	23	STORMWATER	1,562	.00		3,124	.00		18,750	18,750.00
91	25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
91	30	CAP PROJECT FUND	0	.00		0	.00		0	.00
91	41	TRANSFER FROM CONSFICATED	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	16,928	.00		33,856	.00		203,150	203,150.00
381	**	INTERFUND TRANSFER	16,928	.00		33,856	.00		203,150	203,150.00
382		CONTRIBUTIONS ENTERPRISE								
40	00	CONTRIBUTIONS WATER REV.	441,666	441,667.00	100	883,332	883,334.00	100	5,300,000	4,416,666.00
40	01	6% CONTRIBUTION	115,670	115,670.00	100	231,340	231,340.00	100	1,388,042	1,156,702.00
40	*	CONTRIBUTIONS WATER REV.	557,336	557,337.00	100	1,114,672	1,114,674.00	100	6,688,042	5,573,368.00
382	**	CONTRIBUTIONS ENTERPRISE	557,336	557,337.00	100	1,114,672	1,114,674.00	100	6,688,042	5,573,368.00
383		INSTLMT PURCH/CAP LEASE								
10	00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384		DEBT PROCEEDS								
00	00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384	**	DEBT PROCEEDS	0	.00		0	.00		0	.00
385		PROCEEDS REFUNDING BONDS								
00	00	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
385	**	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
85	00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
389	NON OPERATING SOURCES								
90 00	OTHER NONOPERATING SOURCE	6,846	.00		13,692	.00		82,154	82,154.00
99 10	CASH CARRY FORWARD	9,166	.00		18,332	.00		110,000	110,000.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	506,802	.00		1,013,604	.00		6,081,630	6,081,630.00
99 *	BALANCE FORWARD	515,968	.00		1,031,936	.00		6,191,630	6,191,630.00
389 **	NON OPERATING SOURCES	522,814	.00		1,045,628	.00		6,273,784	6,273,784.00
380 ***	OTHER SOURCES(NON-REV)	1,097,078	557,337.00	51	2,194,156	1,114,674.00	51	13,164,976	12,050,302.00
FUND TOTAL	GENERAL FUND	3,150,746	2,170,599.99	69	6,301,492	3,635,965.42	58	37,809,325	34,173,359.58

REPORT SELECTIONS

Fiscal year . . . . . : 2016
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2550	2550.00	100	5100	5100.00	100	.00	30600	25500.00	17
11 **	EXECUTIVE SALARIES	2550	2550.00	100	5100	5100.00	100	.00	30600	25500.00	17
12-00	REGULAR SALARIES & WAGES	903241	767605.02	85	1810887	1433828.71	79	.00	10843396	9409567.29	13
12-06	SALARIES/CONTRACTUAL	1364	1575.00	116	1364	2806.25	206	.00	15000	12193.75	19
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	2386	26029.05	1091	2386	26253.35	1100	.00	26255	1.65	100
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	906991	795209.07	88	1814637	1462888.31	81	.00	10884651	9421762.69	13
13-00	OTHER SALARIES & WAGES	93434	75298.77	81	186868	141815.00	76	.00	1121265	979450.00	13
13 **	OTHER SALARIES & WAGES	93434	75298.77	81	186868	141815.00	76	.00	1121265	979450.00	13
14-00	OVERTIME	33661	18025.67	54	67322	41747.00	62	.00	404000	362253.00	10
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	33661	18025.67	54	67322	41747.00	62	.00	404000	362253.00	10
15-00	SPECIAL PAY	22543	22486.52	100	44431	51363.95	116	.00	269866	218502.05	19
15 **	SPECIAL PAY	22543	22486.52	100	44431	51363.95	116	.00	269866	218502.05	19
20-00	CLOTHING/SHOE ALLOWANCE	1704	55.00	3	3408	4419.72	130	.00	20492	16072.28	22
20 **	CLOTHING/SHOE ALLOWANCE	1704	55.00	3	3408	4419.72	130	.00	20492	16072.28	22
21-00	FICA TAXES	83304	66849.41	80	166608	125185.29	75	.00	999739	874553.71	13
21 **	FICA TAXES	83304	66849.41	80	166608	125185.29	75	.00	999739	874553.71	13
22-00	RETIREMENT CONTRIBUTIONS	45787	41986.27	92	91574	74985.44	82	.00	549536	474550.56	14
22-01	LICENSED POLICE/FIRE	198038	194374.25	98	396076	377249.39	95	.00	2376471	1999221.61	16
22-02	STATE CONTRIBUTIONS	22917	.00	0	45834	.00	0	.00	275011	275011.00	0
22-03	ICMA - CITY MANAGER	668	572.76	86	1336	1058.11	79	.00	8021	6962.89	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	267410	236933.28	89	534820	453292.94	85	.00	3209039	2755746.06	14
23-00	LIFE/HEALTH INSURANCE	256995	193837.77	75	513990	389557.95	76	.00	3084059	2694501.05	13
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	256995	193837.77	75	513990	389557.95	76	.00	3084059	2694501.05	13
24-00	WORKER'S COMPENSATION	52595	28962.13	55	105190	64913.72	62	.00	631220	566306.28	10
24 **	WORKER'S COMPENSATION	52595	28962.13	55	105190	64913.72	62	.00	631220	566306.28	10
25-00	UNEMPLOYMENT COMPENSATION	1818	.00	0	1818	.00	0	.00	20000	20000.00	0
25 **	UNEMPLOYMENT COMPENSATION	1818	.00	0	1818	.00	0	.00	20000	20000.00	0
27-00	CAFETERIA PLAN	19092	17780.00	93	38184	35742.30	94	.00	229110	193367.70	16
27 **	CAFETERIA PLAN	19092	17780.00	93	38184	35742.30	94	.00	229110	193367.70	16
31-00	PROFESSIONAL SERVICES	45618	7314.45	16	91236	19297.25	21	202461.05	547455	325696.70	41
31-01	LEGAL FEES	36302	25361.83	70	72604	25361.83	35	363268.17	435630	47000.00	89
31-02	MEDICAL SERVICES	2588	.00	0	5176	178.86	4	28644.54	31067	2243.60	93
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1093	.00	0	2186	13125.00	600	.00	13125	.00	100
31-33	EMPLOYEE HEALTH CENTER	19272	14588.20	76	38544	19775.87	51	115128.13	231264	96360.00	58
31 **	PROFESSIONAL SERVICES	104873	47264.48	45	209746	77738.81	37	709501.89	1258541	471300.30	63
32-00	ACCOUNTING & AUDITING	3625	.00	0	7250	6015.00	83	37485.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	7250	6015.00	83	37485.00	43500	.00	100
34-00	CONTRACT SERVICES	72826	56797.31	78	145652	181812.63	125	492823.19	873993	199357.18	77
34-03	CUSTOMER SERVICE CONTRACT	152617	149831.41	98	305234	149831.41	49	.00	1831411	1681579.59	8
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	1250	.00	0	2500	1140.00	46	10260.00	15000	3600.00	76
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	226693	206628.72	91	453386	332784.04	73	503083.19	2720404	1884536.77	31

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
39-00	CONTINGENCY	15978	.00	0	31956	.00	0	.00	191737	191737.00	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	15978	.00	0	31956	.00	0	.00	191737	191737.00	0
40-00	TRAVEL & PER DIEM	3072	664.31	22	6144	1356.20	22	.00	36956	35599.80	4
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	3072	664.31	22	6144	1356.20	22	.00	36956	35599.80	4
41-00	COMMUNICATION	11395	5887.52	52	22896	23088.86	101	101543.74	136895	12262.40	91
41 **	COMMUNICATION	11395	5887.52	52	22896	23088.86	101	101543.74	136895	12262.40	91
42-00	POSTAGE & FREIGHT	35265	30381.43	86	70530	63167.77	90	313579.11	423270	46523.12	89
42 **	POSTAGE & FREIGHT	35265	30381.43	86	70530	63167.77	90	313579.11	423270	46523.12	89
43-00	ELECTRIC/WATER/SEWER	53520	47756.14	89	107040	67044.62	63	508972.27	642268	66251.11	90
43 **	ELECTRIC/WATER/SEWER	53520	47756.14	89	107040	67044.62	63	508972.27	642268	66251.11	90
44-00	RENTALS AND LEASES	13614	2938.25	22	27228	27277.98	100	114831.38	163416	21306.64	87
44 **	RENTALS AND LEASES	13614	2938.25	22	27228	27277.98	100	114831.38	163416	21306.64	87
45-00	INSURANCE	31821	2722.00-	9-	63642	86697.05	136	.00	381904	295206.95	23
45 **	INSURANCE	31821	2722.00-	9-	63642	86697.05	136	.00	381904	295206.95	23
46-00	REPAIRS & MAINTENANCE	32764	23665.83	72	65631	115563.24	176	73329.23	393336	204443.53	48
46-02	REPAIR/MAINT BUILDING	48759	5589.70	12	97518	6389.70	7	46258.56	585116	532467.74	9
46-03	REPAIR/MAINT-VEHICLES	19613	10872.46	55	39226	12063.77	31	660.00	235413	222689.23	5
46-05	HYDRANT FEES	12083	12045.60	100	24166	24091.20	100	.00	145000	120908.80	17
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46 **	REPAIRS & MAINTENANCE	113219	52173.59	46	226541	158107.91	70	120247.79	1358865	1080509.30	21
47-00	PRINTING & BINDING	1272	669.85	53	2544	3100.85	122	412.20	15327	11813.95	23
47 **	PRINTING & BINDING	1272	669.85	53	2544	3100.85	122	412.20	15327	11813.95	23
48-00	PROMOTIONAL ACTIVITIES	5574	1.35	0	11148	1579.97	14	3000.00	66925	62345.03	7
48-11	BUSINESS ASSIST. PROGRAM	1666	.00	0	3332	.00	0	.00	20000	20000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	7240	1.35	0	14480	1579.97	11	3000.00	86925	82345.03	5
49-00	OTHER CHARGES & OBLIG.	36297	19542.11	54	74412	31189.21	42	52674.03	437435	353571.76	19
49-02	ADVERTISING	25	.00	0	50	.00	0	.00	300	300.00	0
49-05	BROWNFIELDS REDEV PROG	33333	4072.00	12	66666	4569.47	7	44300.00	400000	351130.53	12
49-06	BROWNFIELD PROG CITY COST	625	.00	0	1250	.00	0	.00	7500	7500.00	0
49-07	BAD DEBT EXPENSE	12832	10814.41-	84-	25664	31754.70-	124-	.00	154000	185754.70	21-
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	83112	12799.70	15	168042	4003.98	2	96974.03	999235	898256.99	10
52-00	OPERATING SUPPLIES	65696	32990.82	50	131040	105318.73	80	165235.84	788119	517564.43	34
52-02	UNIFORMS	1566	.00	0	3132	.00	0	11000.00	18800	7800.00	59
52-05	EMS 1st RESP-CONSUM SUPP	2331	2704.86	116	4662	2852.86	61	1476.90	27981	23651.24	16
52-07	JANITORIAL SUPPLIES	2084	1350.22	65	4168	3017.90	72	.00	25018	22000.10	12
52-10	HEATING FUEL	110	84.98	77	220	162.47	74	1163.53	1326	.00	100
52-30	FUEL, OIL, & LUBRICANTS	23481	17232.96	73	46962	17232.96	37	.00	281828	264595.04	6
52-33	EMPLOYEE HEALTH CENTER	4672	6402.59	137	9344	6402.59	69	26301.41	56064	23360.00	58
52 **	OPERATING SUPPLIES	99940	60766.43	61	199528	134987.51	68	205177.68	1199136	858970.81	28
53-00	ROAD MATERIALS/SUPPLIES	8833	817.24	9	17666	1804.24	10	8195.76	106000	96000.00	9

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	%EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53 **	ROAD MATERIALS/SUPPLIES	8833	817.24	9	17666	1804.24	10	8195.76	106000	96000.00	9
54-00	MEMBERSHIP/PUBLICATIONS	2993	2049.50	69	5986	13448.25	225	260.00	36010	22301.75	38
54 **	MEMBERSHIP/PUBLICATIONS	2993	2049.50	69	5986	13448.25	225	260.00	36010	22301.75	38
55-00	TRAINING	6260	702.00	11	12520	8387.00	67	.00	75236	66849.00	11
55 **	TRAINING	6260	702.00	11	12520	8387.00	67	.00	75236	66849.00	11
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	22916	.00	0	45832	.00	0	37856.08	275000	237143.92	14
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	22916	.00	0	45832	.00	0	37856.08	275000	237143.92	14
63-00	INFRASTRUCTURE	147599	.00	0	295198	53973.83	18	821946.35	1771188	895267.82	50
63 **	INFRASTRUCTURE	147599	.00	0	295198	53973.83	18	821946.35	1771188	895267.82	50
64-00	MACHINERY AND EQUIPMENT	175104	40478.00	23	350351	66320.04	19	1288188.64	2101433	746924.32	65
64-01	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	4652	.00	0	9304	.00	0	.00	55835	55835.00	0
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	179756	40478.00	23	359655	66320.04	18	1288188.64	2157268	802759.32	63
68-10	SOFTWARE	6383	.00	0	12766	46253.14	362	19760.00	76600	10586.86	86
68 **	INTANGIBLE ASSETS	6383	.00	0	12766	46253.14	362	19760.00	76600	10586.86	86

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	'93 BOND ADMIN EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
73 **	'93 BOND ADMIN EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	53500	.00	0	107000	.00	0	.00	642003	642003.00	0
81 **	AIDS TO GOVT AGENCY	53500	.00	0	107000	.00	0	.00	642003	642003.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AIDS TO PRIVATE ORGANIZAT	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	8966	.00	0	17932	.00	0	.00	107600	107600.00	0
83 **	OTHER GRANTS AND AIDS	8966	.00	0	17932	.00	0	.00	107600	107600.00	0
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	166666	.00	0	333332	.00	0	.00	2000000	2000000.00	0
91-52	SELF INSURANCE FUND	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	166666	.00	0	333332	.00	0	.00	2000000	2000000.00	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
FUND 001	TOTAL *********										
	GENERAL FUND	3150608	1967244.13	62	6301216	3953163.23	63	4891015.11	37809325	28965146.66	23
GRAND	TOTAL *********										
		3150608	1967244.13	62	6301216	3953163.23	63	4891015.11	37809325	28965146.66	23

FY 2016 Budget by Classification Report - Summary Listing

Through 11/30/2015

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	$ 1,475,632		$ 146,175.00	$ 1,329,457.00	10%
CHARGES FOR SERVICES	$ 55,252,361		$ 8,502,417.12	$ 46,749,943.88	15%
MISCELLANEOUS	$ 118,715		$ (42,996.96)	$ 161,711.96	-36%
OTHER SOURCES (NON-REVENUE)	$ 28,292,684		$ 53,211.91	$ 28,239,472.09	0%
REVENUE TOTALS	**$ 85,139,392**	-	**$ 8,658,807.07**	**$ 76,480,584.93**	**10%**

Note: The negative balance in the miscellaneous revenue is due to reversing entry from the prior year.

EXPENSE					
SALARIES AND BENEFITS	$ 12,603,126	$ -	$ 1,511,610.34	$ 11,091,515.66	12%
OPERATING EXPENDITURES	$ 20,796,459	$ 7,151,136.39	$ 2,108,863.42	$ 11,536,459.19	45%
CAPITAL OUTLAY	$ 35,871,468	$ 8,618,054.44	$ 288,526.71	$ 26,964,886.85	25%
GRANTS, AIDS AND OTHER	$ 15,868,339	$ -	$ 1,114,674.00	$ 14,753,665.00	7%
EXPENSE TOTALS	**$ 85,139,392**	**$ 15,769,190.83**	**$ 5,023,674.47**	**$ 64,346,526.70**	24%
REVENUE TOTALS	**$ 85,139,392**	**$ -**	**$ 8,658,807.07**	**$ 76,480,584.93**	**10%**
EXPENSE TOTALS	**$ 85,139,392**	**$ 15,769,190.83**	**$ 5,023,674.47**	**$ 64,346,526.70**	**24%**
	$ -	**$ (15,769,190.83)**	**$ 3,635,132.60**		

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	56,492	100,400.00	178	112,984	140,050.00	124	677,913	537,863.00
03 11	WATER - COMMERCIAL	58,798	.00		117,596	6,125.00	5	705,582	699,457.00
03 20	SEWER - RESIDENTIAL	691	.00		1,382	.00		8,292	8,292.00
03 21	SEWER - COMMERCIAL	6,987	.00		13,974	.00		83,845	83,845.00
03 *	IMPACT FEES	122,968	100,400.00	82	245,936	146,175.00	59	1,475,632	1,329,457.00
324 **	IMPACT FEES	122,968	100,400.00	82	245,936	146,175.00	59	1,475,632	1,329,457.00
320 ***	OTHER PERMITS & FEES	122,968	100,400.00	82	245,936	146,175.00	59	1,475,632	1,329,457.00
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
90 00	OTHER FEDERAL GRANT-BABS	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
30 02	SJRWMD - BRACCO RESERVOIR	0	.00		0	.00		0	.00
30 08	SJRWMD - SUPP SUPPLY WELL	0	.00		0	.00		0	.00
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	3,906,059	3,707,120.96	95	7,812,118	7,145,532.16	92	46,872,714	39,727,181.84
33 00	WATER CONNECTION FEE	20,000	29,620.00	148	40,000	53,010.80	133	240,000	186,989.20
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	29,620.00	148	40,000	53,010.80	133	240,000	186,989.20
36 00	WATER HYDRANT FEES	211,026	220,502.98	105	422,052	441,566.45	105	2,532,321	2,090,754.55
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	125	500.00	400	250	1,000.00	400	1,500	500.00
39 07	BACKFLOW DEVICE TEST	12,083	13,827.35	114	24,166	26,365.42	109	145,000	118,634.58
39 08	JUMPER METERS	58	50.00	86	116	400.00	345	700	300.00
39 09	PLAN REVIEW/CONST INSPECT	1,000	2,000.00	200	2,000	3,500.00	175	12,000	8,500.00
39 10	BACKFLOW PRV/RLCT TEMP	208	150.00	72	416	160.84	39	2,500	2,339.16

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,474	16,527.35	123	26,948	31,426.26	117	161,700	130,273.74
51 00	SEWER SALES	428,465	392,912.19	92	856,930	775,552.55	91	5,141,581	4,366,028.45
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	428,465	392,912.19	92	856,930	775,552.55	91	5,141,581	4,366,028.45
53 02	SEWER CONNECT - FINANCED	0	228.57		0	457.14		0	457.14-
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	228.57		0	457.14		0	457.14-
59 01	GREASE TRAP PERMITS	516	513.74	100	1,032	1,047.50	102	6,200	5,152.50
60 00	REUSE WATER	23,820	28,032.63	118	47,640	52,908.45	111	285,845	232,936.55
60 01	REUSE WATER INSTALLATION	1,000	306.93	31	2,000	915.81	46	12,000	11,084.19
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	24,820	28,339.56	114	49,640	53,824.26	108	297,845	244,020.74
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,604,360	4,395,765.35	96	9,208,720	8,502,417.12	92	55,252,361	46,749,943.88
340 ***	CHARGES FOR SERVICES	4,604,360	4,395,765.35	96	9,208,720	8,502,417.12	92	55,252,361	46,749,943.88
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	4,367	91.04	2	8,734	53,142.93-	609	52,415	105,557.93
10 10	SBA	0	.00		0	.02		0	.02-
10 *	INTEREST	4,367	91.04	2	8,734	53,142.91-	609	52,415	105,557.91
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	.00		0	.00
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	4,367	91.04	2	8,734	53,142.91-	609	52,415	105,557.91
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		216	2,600.00	1204	1,300	1,300.00-
362 **	RENT AND ROYALTIES	108	.00		216	2,600.00	1204	1,300	1,300.00-

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
362	RENT AND ROYALTIES								
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	1,250	.00		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	2,606.00	313	1,666	2,606.00	156	10,000	7,394.00
365 **	SALES OF SURPLUS SCRAP	833	2,606.00	313	1,666	2,606.00	156	10,000	7,394.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	3,333	1,989.95	60	6,666	4,939.95	74	40,000	35,060.05
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	3,333	1,989.95	60	6,666	4,939.95	74	40,000	35,060.05
96 00	INSURANCE REFUND PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	3,333	1,989.95	60	6,666	4,939.95	74	40,000	35,060.05
360 ***	MISCELLANEOUS REVENUES	9,891	4,686.99	47	19,782	42,996.96-	217	118,715	161,711.96
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
45 03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 10	TRANSFER FROM REDEVELOP	0	.00		0	.00		0	.00
91 23	STORMWATER	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
383	INSTLMT PURCH/CAP LEASE								
389	NON OPERATING SOURCES								
30 00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41 00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42 00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81 00	CONTRIBUTION LIFT STATION	0	.00		0	.00		0	.00
82 00	CONTRIBUTION S MAINLAND	0	1,775.96		0	7,517.45		0	7,517.45-
83 00	CONTRIBUTION VIERA	0	35,539.65		0	45,694.46		0	45,694.46-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	35,539.65		0	45,694.46		0	45,694.46-
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	2,357,723	.00		4,715,446	.00		28,292,684	28,292,684.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	2,357,723	.00		4,715,446	.00		28,292,684	28,292,684.00
389 **	NON OPERATING SOURCES	2,357,723	37,315.61	2	4,715,446	53,211.91	1	28,292,684	28,239,472.09
380 ***	OTHER SOURCES(NON-REV)	2,357,723	37,315.61	2	4,715,446	53,211.91	1	28,292,684	28,239,472.09
FUND TOTAL	WATER/SEWER ENTERPRISE	7,094,942	4,538,167.95	64	14,189,884	8,658,807.07	61	85,139,392	76,480,584.93

REPORT SELECTIONS

Fiscal year . . . . . : 2016
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	632386	460427.11	73	1265000	855381.48	68	.00	7588901	6733519.52	11
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	26877.12	0	0	31994.53	0	.00	0	31994.53-	0
12 **	REGULAR SALARIES & WAGES	632386	487304.23	77	1265000	887376.01	70	.00	7588901	6701524.99	12
13-00	OTHER SALARIES & WAGES	19987	19343.63	97	39974	36790.12	92	.00	239873	203082.88	15
13 **	OTHER SALARIES & WAGES	19987	19343.63	97	39974	36790.12	92	.00	239873	203082.88	15
14-00	OVERTIME	23370	28419.73	122	46740	51900.98	111	.00	280471	228570.02	19
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	23370	28419.73	122	46740	51900.98	111	.00	280471	228570.02	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	1255	330.00	26	2510	440.00	18	.00	15095	14655.00	3
20 **	CLOTHING/SHOE ALLOWANCE	1255	330.00	26	2510	440.00	18	.00	15095	14655.00	3
21-00	FICA TAXES	52794	38624.85	73	105588	70806.09	67	.00	633559	562752.91	11
21 **	FICA TAXES	52794	38624.85	73	105588	70806.09	67	.00	633559	562752.91	11
22-00	RETIREMENT CONTRIBUTIONS	104023	77996.80	75	207818	148798.80	72	.00	1248086	1099287.20	12
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	104023	77996.80	75	207818	148798.80	72	.00	1248086	1099287.20	12
23-00	LIFE/HEALTH INSURANCE	151571	119685.00	79	303142	242288.58	80	.00	1818892	1576603.42	13
23-02	LIFE/HEALTH RETIREES	24188	5990.70	25	48376	15076.38	31	.00	290263	275186.62	5
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	175759	125675.70	72	351518	257364.96	73	.00	2109155	1851790.04	12
24-00	WORKER'S COMPENSATION	29946	18026.45	60	59892	40133.38	67	.00	359386	319252.62	11

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	29946	18026.45	60	59892	40133.38	67	.00	359386	319252.62	11
25-00	UNEMPLOYMENT COMPENSATION	455	.00	0	455	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	455	.00	0	455	.00	0	.00	5000	5000.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	10300	8850.00	86	20600	18000.00	87	.00	123600	105600.00	15
27 **	CAFETERIA PLAN	10300	8850.00	86	20600	18000.00	87	.00	123600	105600.00	15
31-00	PROFESSIONAL SERVICES	18830	13298.88	71	37660	16380.88	44	81100.20	225982	128500.92	43
31-01	LEGAL EXPENSES	8295	4405.50	53	17045	4405.50	26	45094.50	100000	50500.00	50
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	500	.00	0	1000	.00	0	.00	6000	6000.00	0
31-33	EMPLOYEE HEALTH CENTER	13052	10016.90	77	26104	13578.99	52	79052.01	156631	64000.00	59
31 **	PROFESSIONAL SERVICES	40677	27721.28	68	81809	34365.37	42	205246.71	488613	249000.92	49
32-00	ACCOUNTING & AUDITING	3625	.00	0	7250	6015.00	83	37485.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	7250	6015.00	83	37485.00	43500	.00	100
34-00	CONTRACT SERVICES	97614	7790.23	8	195228	122463.91	63	292524.22	1171413	756424.87	35
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	447249	447250.00	100	894498	894500.00	100	.00	5366988	4472488.00	17
34 **	CONTRACT SERVICES	544863	455040.23	84	1089726	1016963.91	93	292524.22	6538401	5228912.87	20
39-00	CONTINGENCY	97541	.00	0	195082	.00	0	.00	1170500	1170500.00	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	97541	.00	0	195082	.00	0	.00	1170500	1170500.00	0
40-00	TRAVEL AND PER DIEM	1284	397.09	31	2568	397.09	16	.00	15436	15038.91	3
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	1284	397.09	31	2568	397.09	16	.00	15436	15038.91	3
41-00	COMMUNICATION	10928	5322.40	49	21856	16869.21	77	39074.79	131167	75223.00	43
41 **	COMMUNICATION	10928	5322.40	49	21856	16869.21	77	39074.79	131167	75223.00	43
42-00	FREIGHT & POSTAGE SERVICE	3917	1577.34	40	7834	2038.07	26	18288.28	47040	26713.65	43
42 **	FREIGHT & POSTAGE SERVICE	3917	1577.34	40	7834	2038.07	26	18288.28	47040	26713.65	43
43-00	ELECTRIC/WATER/SEWER	179879	138234.27	77	359758	204084.70	57	1934742.70	2158573	19745.60	99
43 **	ELECTRIC/WATER/SEWER	179879	138234.27	77	359758	204084.70	57	1934742.70	2158573	19745.60	99
44-00	RENTAL AND LEASES	3076	3236.09	105	6152	4796.39	78	7413.40	36946	24736.21	33
44 **	RENTAL AND LEASES	3076	3236.09	105	6152	4796.39	78	7413.40	36946	24736.21	33
45-00	INSURANCE	32705	.00	0	65410	92296.78	141	.00	392493	300196.22	24
45 **	INSURANCE	32705	.00	0	65410	92296.78	141	.00	392493	300196.22	24
46-00	REPAIRS & MAINTENANCE	400832	222885.90	56	801664	361201.42	45	1809211.03	4810021	2639608.55	45
46-02	REPAIR/MAINT BUILDING	38079	700.89	2	76158	18700.89	25	19733.27-	456961	457993.38	0
46-03	REPAIR/MAINT-VEHICLES	15131	14201.39	94	30262	14229.13	47	1850.00	181601	165521.87	9
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	454042	237788.18	52	908084	394131.44	43	1791327.76	5448583	3263123.80	40
47-00	PRINTING & BINDING	573	.00	0	1146	.00	0	.00	6900	6900.00	0
47 **	PRINTING & BINDING	573	.00	0	1146	.00	0	.00	6900	6900.00	0
48-00	PROMOTIONAL ACTIVITIES	1250	300.00	24	2500	700.00	28	.00	15000	14300.00	5
48 **	PROMOTIONAL ACTIVITIES	1250	300.00	24	2500	700.00	28	.00	15000	14300.00	5
49-00	OTHER OBLIGATIONS	2627	403.99	15	5254	2463.28	47	3353.62	31555	25738.10	18
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	8271.49-	57-	29166	23621.34-	81-	.00	175000	198621.34	14-
49-08	CASH OVER & UNDER	25	2.09-	8-	50	32.36-	65-	.00	300	332.36	11-
49-09	DOCUMENT RECORDING CHGS	250	1300.00-	520-	500	1618.21-	324-	300.00	3000	4318.21	44-

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER OBLIGATIONS	17485	9169.59-	52-	34970	22808.63-	65-	3653.62	209855	229010.01	9-
52-00	OPERATING SUPPLIES	290497	153496.32	53	580994	303095.90	52	2698138.47	3486004	484769.63	86
52-07	JANITORIAL SUPPLIES	852	592.63	70	1704	1426.89	84	.00	10240	8813.11	14
52-30	FUEL OIL & LUBRICANTS	32598	15824.48	49	65196	20230.00	31	105181.74	391219	265807.26	32
52-33	EMPLOYEE HEALTH CENTER	2947	4396.30	149	5894	4396.30	75	18059.70	35368	12912.00	64
52 **	OPERATING SUPPLIES	326894	174309.73	53	653788	329149.09	50	2821379.91	3922831	772302.00	80
53-00	ROAD MATERIALS/SUPPLIES	4582	.00	0	9164	.00	0	.00	55000	55000.00	0
53 **	ROAD MATERIALS/SUPPLIES	4582	.00	0	9164	.00	0	.00	55000	55000.00	0
54-00	MEMBERSHIP/PUBLICATIONS	3087	385.00	13	6174	28472.00	461	.00	37052	8580.00	77
54 **	MEMBERSHIP/PUBLICATIONS	3087	385.00	13	6174	28472.00	461	.00	37052	8580.00	77
55-00	TRAINING	6544	1393.00	21	13088	1393.00	11	.00	78569	77176.00	2
55 **	TRAINING	6544	1393.00	21	13088	1393.00	11	.00	78569	77176.00	2
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	3333	.00	0	6666	.00	0	.00	40000	40000.00	0
62 **	BUILDINGS	3333	.00	0	6666	.00	0	.00	40000	40000.00	0
63-00	INFRASTRUCTURE	2719798	565068.07	21	5439596	256989.21	5	7458145.43	32637616	24922481.36	24
63 **	INFRASTRUCTURE	2719798	565068.07	21	5439596	256989.21	5	7458145.43	32637616	24922481.36	24
64-00	MACHINERY & EQUIPMENT	252518	31537.50	13	505036	31537.50	6	1159909.01	3030252	1838805.49	39
64-15	IT HARDWARE	11323	.00	0	22646	.00	0	.00	135900	135900.00	0
64 **	MACHINERY & EQUIPMENT	263841	31537.50	12	527682	31537.50	6	1159909.01	3166152	1974705.49	38

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SOFTWARE	2307	.00	0	4614	.00	0	.00	27700	27700.00	0
68 **	INTANGIBLE ASSETS	2307	.00	0	4614	.00	0	.00	27700	27700.00	0
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AIDS TO PRIVATE ORGANIZAT	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	457033	441667.00	97	914066	883334.00	97	.00	5484400	4601066.00	16
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	749658	.00	0	1499316	.00	0	.00	8995897	8995897.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1206691	441667.00	37	2413382	883334.00	37	.00	14480297	13596963.00	6
95-01	6% ILO FRANCHISE FEE	115670	115670.00	100	231340	231340.00	100	.00	1388042	1156702.00	17
95 **	NONOPERATING	115670	115670.00	100	231340	231340.00	100	.00	1388042	1156702.00	17
FUND 421	TOTAL ********* WATER/SEWER ENTERPRISE	7094867	2995048.98	42	14189734	5023674.47	35	15769190.83	85139392	64346526.70	24
GRAND	TOTAL *********	7094867	2995048.98	42	14189734	5023674.47	35	15769190.83	85139392	64346526.70	24



FY 2016 Budget by Classification Report - Summary Listing

Through 11/30/2015

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	$ 1,367,995		$ 265,284.23	$ 1,102,710.77	19%
MISCELLANEOUS	$ 2,000		$ (455.15)	$ 2,455.15	-23%
OTHER SOURCES (NON-REVENUE)	$ 1,427,440		$ -	$ 1,427,440.00	0%
REVENUE TOTALS	**$ 2,797,435**	**$ -**	**$ 264,829.08**	**$ 2,532,605.92**	**9%**

Note: The negative balance in the miscellaneous revenue is due to reversing entry from the prior year.

EXPENSE					
SALARIES AND BENEFITS	$ 560,256	$ -	$ 62,449.00	$ 497,807.00	11%
OPERATING EXPENDITURES	$ 471,179	$ 121,698.31	$ 22,855.94	$ 326,624.75	31%
CAPITAL OUTLAY	$ 1,747,250	$ 153,298.00	$ -	$ 1,593,952.00	9%
OTHER SOURCES (NON-REVENUE)	$ 18,750	$ -	$ -	$ 18,750.00	0%
EXPENSE TOTALS	**$ 2,797,435**	**$ 274,996.31**	**$ 85,304.94**	**$ 2,437,133.75**	**13%**

REVENUE TOTALS	**$ 2,797,435**	**$ -**	**$ 264,829.08**	**$ 2,532,605.92**	**9%**
EXPENSE TOTALS	**$ 2,797,435**	**$ 274,996.31**	**$ 85,304.94**	**$ 2,437,133.75**	**13%**
	$ -	**$ (274,996.31)**	**$ 179,524.14**		

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	4,166	.00		8,332	.00		50,000	50,000.00
337 **	GRANTS FROM LOCAL UNITS	4,166	.00		8,332	.00		50,000	50,000.00
330 ***	INTERGOVERNMENTAL REVENUE	4,166	.00		8,332	.00		50,000	50,000.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	109,832	113,336.33	103	219,664	265,284.23	121	1,317,995	1,052,710.77
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	109,832	113,336.33	103	219,664	265,284.23	121	1,317,995	1,052,710.77
343 **	PHYSICAL ENVIRONMENT	109,832	113,336.33	103	219,664	265,284.23	121	1,317,995	1,052,710.77
340 ***	CHARGES FOR SERVICES	109,832	113,336.33	103	219,664	265,284.23	121	1,317,995	1,052,710.77
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	166	.00		332	456.00-	137	2,000	2,456.00
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	166	.00		332	456.00-	137	2,000	2,456.00
20 00	DIVIDENDS	0	.00		0	.85		0	.85-
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	166	.00		332	455.15-	137	2,000	2,455.15
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	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								
369	**	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES	166	.00		332	455.15-	137	2,000	2,455.15
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91	21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
90	00	OTHER NONOPERATING SOURCE	0	.00		0	.00		0	.00
99	10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	118,953	.00		237,906	.00		1,427,440	1,427,440.00
99	*	BALANCE FORWARD	118,953	.00		237,906	.00		1,427,440	1,427,440.00
389	**	NON OPERATING SOURCES	118,953	.00		237,906	.00		1,427,440	1,427,440.00
380	***	OTHER SOURCES(NON-REV)	118,953	.00		237,906	.00		1,427,440	1,427,440.00
FUND TOTAL		STORMWATER UTILITY	233,117	113,336.33	49	466,234	264,829.08	57	2,797,435	2,532,605.92

REPORT SELECTIONS

Fiscal year . . . . . : 2016
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	23832	20883.95	88	47664	35279.16	74	.00	285984	250704.84	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	1081.74	0	.00	0	1081.74-	0
12 **	REGULAR SALARIES & WAGES	23832	20883.95	88	47664	36360.90	76	.00	285984	249623.10	13
13-00	OTHER SALARIES & WAGES	8050	2107.84	26	16100	4667.37	29	.00	96609	91941.63	5
13 **	OTHER SALARIES & WAGES	8050	2107.84	26	16100	4667.37	29	.00	96609	91941.63	5
14-00	OVERTIME	41	3.02	7	82	3.02	4	.00	500	496.98	1
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	41	3.02	7	82	3.02	4	.00	500	496.98	1
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	41	55.00	134	82	55.00	67	.00	495	440.00	11
20 **	CLOTHING/SHOE ALLOWANCE	41	55.00	134	82	55.00	67	.00	495	440.00	11
21-00	FICA TAXES	2494	1649.05	66	4988	2943.12	59	.00	29939	26995.88	10
21 **	FICA TAXES	2494	1649.05	66	4988	2943.12	59	.00	29939	26995.88	10
22-00	RETIREMENT CONTRIBUTIONS	2882	2010.84	70	5764	3609.05	63	.00	34584	30974.95	10
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2882	2010.84	70	5764	3609.05	63	.00	34584	30974.95	10
23-00	LIFE/HEALTH INSURANCE	5590	4662.95	83	11180	9486.09	85	.00	67089	57602.91	14
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	5590	4662.95	83	11180	9486.09	85	.00	67089	57602.91	14
24-00	WORKER'S COMPENSATION	3074	2003.47	65	6148	4364.45	71	.00	36896	32531.55	12
24 **	WORKER'S COMPENSATION	3074	2003.47	65	6148	4364.45	71	.00	36896	32531.55	12

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	680	480.00	71	1360	960.00	71	.00	8160	7200.00	12
27 **	CAFETERIA PLAN	680	480.00	71	1360	960.00	71	.00	8160	7200.00	12
31-00	PROFESSIONAL SERVICES	11208	.00	0	22416	4961.00	22	90000.00	134500	39539.00	71
31-01	LEGAL EXPENSES	83	.00	0	166	.00	0	.00	1000	1000.00	0
31-33	EMPLOYEE HEALTH CENTER	488	374.69	77	976	507.93	52	2957.07	5859	2394.00	59
31 **	PROFESSIONAL SERVICES	11779	374.69	3	23558	5468.93	23	92957.07	141359	42933.00	70
34-00	CONTRACT SERVICES	416	.00	0	832	.00	0	.00	5000	5000.00	0
34-10	COST OF GENERAL FUND SVCS	4759	4759.00	100	9518	9518.00	100	.00	57111	47593.00	17
34 **	CONTRACT SERVICES	5175	4759.00	92	10350	9518.00	92	.00	62111	52593.00	15
39-00	CONTINGENCY	8291	.00	0	16582	.00	0	.00	99500	99500.00	0
39 **	CONTINGENCY	8291	.00	0	16582	.00	0	.00	99500	99500.00	0
40-00	TRAVEL & PER DIEM	183	.00	0	366	.00	0	.00	2200	2200.00	0
40 **	TRAVEL & PER DIEM	183	.00	0	366	.00	0	.00	2200	2200.00	0
41-00	COMMUNICATION	180	.00	0	360	124.42	35	1375.58	2160	660.00	69
41 **	COMMUNICATION	180	.00	0	360	124.42	35	1375.58	2160	660.00	69
42-00	POSTAGE & FREIGHT	125	131.61	105	250	131.61	53	120.00	1500	1248.39	17
42 **	POSTAGE & FREIGHT	125	131.61	105	250	131.61	53	120.00	1500	1248.39	17
43-00	ELECTRIC/WATER/SEWER	1500	845.44	56	3000	845.44	28	14654.56	18000	2500.00	86
43 **	ELECTRIC/WATER/SEWER	1500	845.44	56	3000	845.44	28	14654.56	18000	2500.00	86
44-00	RENTALS AND LEASES	526	75.55	14	1052	226.65	22	679.95	6310	5403.40	14
44 **	RENTALS AND LEASES	526	75.55	14	1052	226.65	22	679.95	6310	5403.40	14
45-00	INSURANCE	599	.00	0	1198	1697.17	142	.00	7191	5493.83	24
45 **	INSURANCE	599	.00	0	1198	1697.17	142	.00	7191	5493.83	24

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	3666	2066.32	56	7332	2591.78	35	9308.49	44000	32099.73	27
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	2011	193.06	10	4022	193.06	5	.00	24135	23941.94	1
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	5677	2259.38	40	11354	2784.84	25	9308.49	68135	56041.67	18
49-00	OTHER CHARGES & OBLIG.	597	.00	0	1194	.00	0	.00	7175	7175.00	0
49-07	BAD DEBT EXPENSE	833	188.43-	23-	1666	703.81-	42-	.00	10000	10703.81	7-
49 **	OTHER CHARGES & OBLIG.	1430	188.43-	13-	2860	703.81-	25-	.00	17175	17878.81	4-
52-00	OPERATING SUPPLIES	1195	237.61	20	2390	375.63	16	1927.10	14350	12047.27	16
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2172	1460.03	67	4344	1460.03	34	.00	26065	24604.97	6
52-33	EMPLOYEE HEALTH CENTER	110	164.44	150	220	164.44	75	675.56	1323	483.00	64
52 **	OPERATING SUPPLIES	3477	1862.08	54	6954	2000.10	29	2602.66	41738	37135.24	11
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	66	.00	0	132	522.59	396	.00	800	277.41	65
54 **	MEMBERSHIP/PUBLICATIONS	66	.00	0	132	522.59	396	.00	800	277.41	65
55-00	TRAINING	250	240.00	96	500	240.00	48	.00	3000	2760.00	8
55 **	TRAINING	250	240.00	96	500	240.00	48	.00	3000	2760.00	8
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	129783	.00	0	259566	.00	0	.00	1557400	1557400.00	0
63 **	INFRASTRUCTURE	129783	.00	0	259566	.00	0	.00	1557400	1557400.00	0
64-00	MACHINERY & EQUIPMENT	15820	.00	0	31640	.00	0	153298.00	189850	36552.00	81
64-15	IT HARDWARE	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
64 **	MACHINERY & EQUIPMENT	15820	.00	0	31640	.00	0	153298.00	189850	36552.00	81
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	1562	.00	0	3124	.00	0	.00	18750	18750.00	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	1562	.00	0	3124	.00	0	.00	18750	18750.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	233107	44215.44	19	466214	85304.94	18	274996.31	2797435	2437133.75	13
GRAND	TOTAL *********	233107	44215.44	19	466214	85304.94	18	274996.31	2797435	2437133.75	13

Legislation Details (With Text)

File #:	15-607	**Version:** 1	**Name:**	FY 2015 Budget Adjustment Report	
Type:	Informational Item		**Status:**	Agenda Ready	
File created:	12/16/2015		**In control:**	City Council	
On agenda:	1/12/2016		**Final action:**		
Title:	FY 2015 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	November 2015 EXPENSE Budget Tracking Worksheet.pdf November 2015 REVENUE Budget Tracking.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 16, 2015
Agenda Date: January 12, 2016
Prepared By: Anthony Hagan / Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
FY 2015 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2016 thru November 30, 2015.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2016 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 11/30/2015

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1100 - CITY MANAGER'S OFFICE					
11/24/15	001-1100-512.12-00	(7,200)	FROM REG SALARIES & WAGES TO EXECUTIVE /SPECIAL PAY		601
	001-1100-512.15-00	7,200			
1 Budget Amendments/Transfers			Division 1100 Total	$0	
1103 - INFORMATION TECHNOLOGY					
10/20/15	001-1103-516.27-00	(2,400)	FROM CAFETERIA PLAN TO CAFETERIA PLAN		602
	001-1103-516.21-00	(3,534)	FROM FICA TAXES TO FICA TAXES		602
	001-1103-516.23-00	(7,591)	FROM LIFE/HEALTH INSURANC TO LIFE/HEALTH INSURANCE		602
	001-1103-516.12-00	(43,784)	FROM REG SALARIES & WAGES TO REG SALARIES & WAGES		602
	001-1103-516.22-00	(3,179)	FROM RETIREMENT CONTRIBUT TO RETIREMENT CONTRIBUTIO		602
	001-1103-516.24-00	(116)	FROM WORKER'S COMP TO WORKER'S COMP		602
6 Budget Amendments/Transfers			Division 1103 Total	($60,604)	
1500 - FINANCE GENERAL ACCOUNTNG					
11/25/15	001-1500-513.12-00	(26,030)	FROM REG SALARIES & WAGES TO ACCRUAL PAYOUTS		623
	001-1500-513.12-12	26,030			
1 Budget Amendments/Transfers			Division 1500 Total	$0	
1600 - GENERAL OPERATIONS					
11/10/15	001-1600-513.49-00	(20,000)	TXFR FRM OTHER CHRGS & OB TO UNEMPLOYMENT COMP		440
	001-1600-513.25-00	20,000			
1 Budget Amendments/Transfers			Division 1600 Total	$0	
1801 - HUMAN RESOURCES					
10/22/15	001-1801-513.47-00	877	BADGE PRINTING		216
1 Budget Amendments/Transfers			Division 1801 Total	$877	
1805 - CITY CLERK					
10/22/15	001-1805-513.52-00	(877)	BADGE PRINTING		216
1 Budget Amendments/Transfers			Division 1805 Total	($877)	
2100 - POLICE ADMIN/OPERATIONS					
10/15/15	001-2100-521.46-00	(1,336)	TXFR FRM LAW ENFR/REPAIR TO LAW ENFR/REPAIR		150

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/29/15	001-2100-521.41-00	(1,824)	TXFR FRM LAW ENFC / COMM TO LAW ENFC / OPERATING		290
	001-2100-521.52-00	1,824			
11/04/15	001-2100-521.52-00	5,182	TXFR FRM LAW ENF / CAPITL TO LAW ENF / OPERATING		364
	001-2100-521.41-00	(1,168)	TXFR FRM LAW ENF / COMM TO LAW ENF / OPERATING		364
	001-2100-521.52-00	(1,305)	TXFR FRM LAW ENF / OPERAT TO LAW ENF / OPERATING		364
	001-2100-521.46-00	(1,135)	TXFR FRM LAW ENF / REPAIR TO LAW ENF / OPERATING		364
11/25/15	001-2100-521.12-00	(15,000)	FROM REG SALARIES & WAGES TO WAGES/SALARIES/CONTRAC		671
	001-2100-521.12-06	15,000			
7	Budget Amendments/Transfers		Division 2100 Total	$238	
2101 - POLICE COMMUNICATIONS					
10/15/15	001-2101-521.46-00	1,336	TXFR FRM LAW ENFR/REPAIR TO LAW ENFR/REPAIR		150
11/04/15	001-2101-521.64-00	(1,574)	TXFR FRM LAW ENF / CAPITL TO LAW ENF / OPERATING		364
2	Budget Amendments/Transfers		Division 2101 Total	($238)	
3200 - ADMINISTRATION					
10/20/15	001-3200-515.27-00	2,400	FROM CAFETERIA PLAN TO CAFETERIA PLAN		602
	001-3200-515.21-00	3,534	FROM FICA TAXES TO FICA TAXES		602
	001-3200-515.23-00	7,591	FROM LIFE/HEALTH INSURANC TO LIFE/HEALTH INSURANCE		602
	001-3200-515.12-00	43,784	FROM REG SALARIES & WAGES TO REG SALARIES & WAGES		602
	001-3200-515.22-00	3,179	FROM RETIREMENT CONTRIBUT TO RETIREMENT CONTRIBUTIO		602
	001-3200-515.24-00	116	FROM WORKER'S COMP TO WORKER'S COMP		602
6	Budget Amendments/Transfers		Division 3200 Total	$60,604	
3500 - ADMINISTRATION					
10/29/15	001-3500-519.52-00	500	TXFR FRM OPERATING SUPPLI TO OPERATING SUPPLIES		290
	001-3500-519.44-00	500	TXFR FRM RENTALS AND LEAS TO RENTALS AND LEASES		290
2	Budget Amendments/Transfers		Division 3500 Total	$1,000	
3510 - PUBLIC WORKS MAINTENANCE					
10/29/15	001-3510-541.52-00	(500)	TXFR FRM OPERATING SUPPLI TO OPERATING SUPPLIES		290
	001-3510-541.44-00	(500)	TXFR FRM RENTALS AND LEAS TO RENTALS AND LEASES		290
2	Budget Amendments/Transfers		Division 3510 Total	($1,000)	
3520 - PARKS & BEAUTIFICATION					
11/25/15	001-3520-572.12-00	(225)	FROM REG SALARIES & WAGES TO ACCRUAL PAYOUTS		623
	001-3520-572.12-12	225			
1	Budget Amendments/Transfers		Division 3520 Total	$0	
31	Total Budget Amendments/Transfers		**GENERAL FUND**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
11/09/15	110-3230-559.39-00	(2,551)	FROM CASH CARRY FORWRD TO CONTINGENCY		670

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/09/15...	110-3230-559.63-00	4,460	FROM CASH CARRY FORWRD TO CONTINGENCY...		670...
	110-3230-559.63-00	37,473			
	110-3230-559.63-00	49,645			
	110-3230-559.63-00	61,110			
	110-3230-559.34-00	7,755	FROM CASH CARRY FORWRD TO CONTRACT SERVICES		670
2 Budget Amendments/Transfers			Division 3230 Total	$157,892	
2 Total Budget Amendments/Transfers			**REDEVELOPMENT AGENCY FUND**	**$157,892**	
3230 - CRA ADMIN/OPERATIONS					
10/05/15	111-3230-559.83-00	(2,800)	TXFR FRM OTHER GRANT & AI TO TRAINING / TRAVEL PER		41
	111-3230-559.55-00	1,010			
	111-3230-559.40-00	1,790			
1 Budget Amendments/Transfers			Division 3230 Total	$0	
1 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
11/19/15	112-3230-559.83-02	(284)	REDUCE TIF REVENUE REVISED FY16 BUDGET		543
1 Budget Amendments/Transfers			Division 3230 Total	($284)	
1 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**($284)**	
4010 - WATER ADMINISTRATION					
11/10/15	421-4010-536.31-01	(5,000)	TXFR FRM LEGAL EXPENSES TO UNEMPLOYMENT COMP		440
	421-4010-536.25-00	5,000			
1 Budget Amendments/Transfers			Division 4010 Total	$0	
4020 - DYAL PLANT					
10/29/15	421-4020-536.46-00	(4,000)	TXFR FRM REPAIR AND MAINT TO REPAIR AND MAINTENANCE		295
	421-4020-536.46-00	4,000			
1 Budget Amendments/Transfers			Division 4020 Total	$0	
4055 - ENGINEERING					
10/22/15	421-4055-536.63-00	(17,324)	PROJ EXTENTED-MORE FUNDS FOR SERVICES		215
	421-4055-536.63-00	17,324			
10/29/15	421-4055-536.63-00	(70,000)	TXFR FRM INFRASTRUCTURE TO INFRASTRUCTURE		298
	421-4055-536.63-00	70,000			
2 Budget Amendments/Transfers			Division 4055 Total	$0	
4120 - WATER RECLAMATION					
10/15/15	421-4120-536.46-00	(4,900)	TXFR FRM REPAIRS & MAINTQ TO CONTRACT SERVICES		150
	421-4120-536.31-00	4,900			
1 Budget Amendments/Transfers			Division 4120 Total	$0	
4125 - SEWER FIELD OPERATIONS					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/24/15	421-4125-536.12-00	(2,506)	FROM REG SALARIES & WAGES TO RETIREMENT CONTRIBUT		710
	421-4125-536.22-00	2,506			
	421-4125-536.22-00	(2,506)			715
	421-4125-536.12-00	2,506			
2 Budget Amendments/Transfers			Division 4125 Total	$0	
7 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$0**	
3570 - STORMWATER UTILITY					
10/15/15	423-3570-538.52-00	(500)	TXFR FRM OPERATING SUPPLI TO RENTALS AND LEASES		150
	423-3570-538.44-00	500			
1 Budget Amendments/Transfers			Division 3570 Total	$0	
1 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$0**	

43 Transfers & Amendments between 10/1/2015 and 11/30/2015

FY 2016 TOTAL TRANSFERS & AMENDMENTS **157,608**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: C:\Users\ltaylor\Desktop\Rev & Exp Agenda Reports\FY 2016 Rev & Exp Agenda Reports\FY 2016 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoljt

Date: 12/21/2015

FY 2016 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 11/30/2015

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/09/15	110-0000-389.99-10	161,328	FROM CASH CARRY FORWRD CONTRACT SERVICES		670
	110-0000-338.00-00	(3,436)	FROM SHARED REVENUE LOCAL CONTRACT SERVICES		670
2 Budget Amendments/Transfers			Division 0000 Total	$157,892	
2 Total Budget Amendments/Transfers			**REDEVELOPMENT AGENCY FUND**	**$157,892**	
11/19/15	112-0000-338.00-00	(284)	REDUCE TIF REVENUE REVISED FY16 BUDGET		543
1 Budget Amendments/Transfers			Division 0000 Total	($284)	
1 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**($284)**	

3 Transfers & Amendments between 10/1/2015 and 11/30/2015

FY 2016 TOTAL TRANSFERS & AMENDMENTS **157,608**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: C:\Users\ltaylor\Desktop\Rev & Exp Agenda Reports\FY 2016 Rev & Exp Agenda Reports\FY 2016 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoljt

Date: 12/21/2015

Legislation Details (With Text)

File #:	15-610	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/19/2015			**In control:**	City Council
On agenda:	1/12/2016			**Final action:**	
Title:	New local Business tax receipts. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1-12-16 New local business tax receipts.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 19, 2015
Agenda Date: January 12, 2016
Prepared By: T. Scott Davis, MCP, Building Official
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
New local Business tax receipts

BACKGROUND:

Attached City Council will find a report identifying recipients of new local business tax receipts (occupational licenses) for November 20, 2015 - December 19, 2015. Please keep in mind that some may represent businesses that let their local business tax receipt (occupational license) expire and subsequently applied for a new local business tax receipt.

STRATEGIC PLAN CONNECTION:

None.

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:
None, this is an information agenda item.

LIC #	BUSINESS NAME / BUSINESS ADDRESS	ISSUED	TYPE	CLASSIFICATION	BUS PHONE #
16-00007313	ALPHA-OMEGA TRAINING AND COMPL 518 SOUTH INDUSTRY RD COCOA FL 32926	12/07/15	NEW	Professional, Scientific, and Tech S	321-445-9845
16-00007317	CUTZ & CURLZ LLC 1521 N COCOA BLVD COCOA FL 32922	12/14/15	NEW	Personal and Laundry Services	321-735-4961
16-00007315	D & R LAWN CARE 1305 DIXON BLVD COCOA FL 32922	12/02/15	NEW	Administrative and Support Services	321-961-2183
16-00007319	DOLPHIN PARADISE TOURS CORP. 401 FLORIDA AVE COCOA FL 32922	12/15/15	NEW	Administrative and Support Services	321-591-4336
16-00007322	GREEN NINJA LAWN SERVICE 810 PEACHTREE ST COCOA FL 32922	12/17/15	NEW	Administrative and Support Services	321-507-3233
16-00007320	HAIR BY HAROLD UNISEX SALON 1136 LAKE DR 6UNIT COCOA FL 32922-5213	12/15/15	NEW	Personal and Laundry Services	321-549-9901
16-00007314	JAMES COLELLO 1942 QUAIL RIDGE CT UNIT 503 COCOA FL 32926-4441	12/02/15	NEW	Administrative and Support Services	321-750-8515
16-00007318	LUNE, INC. 212 BREVARD AVE COCOA FL 32922	12/14/15	NEW	Merchant Wholesalers, Nondurable Goo	321-917-9795
16-00007311	SPEEDWAY #6423 1035 W KING ST COCOA FL 32922	12/18/15	NEW	Gasoline Stations	321-632-7671
16-00007312	SPEEDWAY #6591 1600 CLEARLAKE RD COCOA FL 32922	12/09/15	NEW	Gasoline Stations	321-632-7671
16-00007323	T-MOBILE FINANCIAL, LLC 1034 CLEARLAKE RD COCOA FL 32922-4407	12/18/15	NEW	Merchant Wholesalers, Durable Goods	800-927-9800

Legislation Details (With Text)

File #:	15-616	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/29/2015			**In control:**	City Council
On agenda:	1/12/2016			**Final action:**	
Title:	Monthly Fire Department Activity Report (November 2015). (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	report023.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 29, 2015
Agenda Date: January 12, 2016
Prepared By: Jonathan D. Lamm, Deputy Fire Chief
Through: John A. Titkanich Jr., City Manager
Requested Action:
Informational Item Only

BACKGROUND:

Monthly Incident Fire Report summary

STRATEGIC PLAN CONNECTION:

Public Safety- Enhancing the public awareness to the calls for service provided by the Cocoa Fire Department for the month of November.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

Fire Incident Summary Report

Print Date/Time: 12/29/2015 06:34
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 11/01/2015
To Date: 11/30/2015
Location: All

Cocoa Fire Department
FDID Number: 19052

General Information

Total Number of Calls	**Fire:**	4	**EMS:**	293	**Unknown:**	19	**All**	395
Average Calls per Day	**Fire:**	0.14	**EMS:**	10.10	**All:**	13.62		
Total Number of Arson Calls	**All:**	1						
Estimated Dollar Loss	**Fire:**	$6,070.00	**Other:**	$0.00	**All:**	$6,070.00	**Arson:**	$0.00
Estimated Value	**Fire:**	$14,620.00	**Other:**	$0.00	**All:**	$14,620.00	**Arson:**	$0.00
Percentage Saved	**Fire:**	5,800.00%	**Other:**	0.00%	**All:**	5,800.00%	**Arson:**	0.00%
Total Injuries	**Fire Service:**	0	**Civilian Fire:**	0	**EMS:**	0	**Arson:**	0
Total Fatalities	**Fire Service:**	0	**Civilian Fire:**	0	**Arson:**	0		
Total Apparatus Responses	**All:**	474						
Average Responses per Day	**All:**	13.62						
Average Apparatus per Call	**Fire:**	4.25	**EMS:**	1.13	**All:**	1.20		
Average Turnout Time	**All:**	00:01:55						
Average Response Time	**All:**	00:04:53						
Average Contain Time	**All:**	00:00:00						
Average Total Time	**All:**	00:15:37						
Average Personnel per Call	**Fire:**	11.00	**EMS:**	3.67	**All:**	3.74		
Total Aid Given Calls	**All:**	54						
Total Aid Received Calls	**All:**	3						

Total Calls By Incident Type	Count	Aid Given	Aid Received
112 112 Fires in structure other than in a building	1	0	1
118 118 Trash or rubbish fire, contained	2	0	0
142 142 Brush or brush-and-grass mixture fire	1	1	0
321 3213 Invalid Assist	10	1	0
321 3212 BLS Medical	183	18	0
321 3211 ALS Medical	68	4	0
322 3222 Vehicle Accident w/inj BLS	15	2	0
322 3221 Vehicle Accident w/inj ALS	4	0	0
322 322 Motor vehicle accident with injuries	5	3	0
324 324 Motor vehicle accident with no injuries.	8	1	0
400 400 Hazardous condition, other	1	0	0
411 411 Gasoline or other flammable liquid spill	1	0	0
444 444 Power line down	1	0	0
445 445 Arcing, shorted electrical equipment	1	0	0
510 510 Person in distress, other	1	0	0
511 511 Lock-out	2	0	0
531 531 Smoke or odor removal	1	0	0
550 550 Public service assistance, other	5	0	0
551 551 Assist police or other governmental agency	1	0	0

Fire Incident Summary Report

Print Date/Time: 12/29/2015 06:34
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 11/01/2015
To Date: 11/30/2015
Location: All

Cocoa Fire Department
FDID Number: 19052

553	553 Public service	2	0	0
600	600 Good intent call, other	1	0	0
611	611 Dispatched & canceled en route	38	22	1
622	622 No incident found on arrival at dispatch address	8	0	0
651	651 Smoke scare, odor of smoke	2	2	0
700	700 False alarm or false call, other	2	0	0
730	730 System malfunction, other	1	0	0
735	735 Alarm system sounded due to malfunction	4	0	1
736	736 CO detector activation due to malfunction	1	0	0
741	741 Sprinkler activation, no fire - unintentional	1	0	0
743	743 Smoke detector activation, no fire - unintentional	2	0	0
745	745 Alarm system activation, no fire - unintentional	3	0	0