City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, December 13, 2016

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 16-530 Approve the Agenda for the Regular meeting of December 13, 2016, as presented or with amendments.

Attachments: 12-13-16.pdf

MINUTES:

II.2(a) 16-531 Approve the Minutes of the Regular meeting of October 11, 2016, as written or with amendments.

Attachments: 10-11-16 Minutes.pdf

EXHIBIT A-Cocoa Village's BBQ & Blues Financial Report 001.pdf

II.2(b) 16-532 Approve the Minutes of the Regular meeting of October 25, 2016, as written or with amendments

Attachments: 10-25-16 Minutes.pdf

II.2(c) 16-533 Approve the Minutes for the Special meeting of November 7, 2016, as written or with amendments.

Attachments: 11-07-16 Minutes.pdf

EXHIBIT A-Map Submitted by R. Collins 001.pdf

EXHIBIT B- The Pointe at London Cove 001.pdf

II.2(d) 16-561 Approve the Minutes of the Special meeting of November 21, 2016, as written or with amendments.

Attachments: 11-21-16 Minutes.pdf

III. AWARDS AND PRESENTATIONS:

III.1 16-560 Mayor Parrish official send off to Sister City for trip to Israel and short presentation by Kathy Mardirosian. (Mayor Parrish)

III.2 16-557 Proclamation recognizing the Retirement of Jack Masson, Director of Brevard County Parks and Recreation. (City Manager)

Attachments: Jack Masson Retirement.pdf

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 16-339 Approve an agreement with Colony Waste Services, LLC regarding the billing and servicing of utility records and collection and remittance of utility receipts; and authorize the City Manager and City Attorney to prepare and execute amendments to the attached agreement or other documents to the extent deemed necessary to reinstate the billing services to the Colony Park development. (Finance Director)

Attachments: Cocoa Services Billing Agreement (FINAL)

Exhibit A Rates Fees and Charges Effective 10-2016

Exhibit B - billing rates

Colony Park Utilities, Inc

V.2 16-495 Approve a Second Amendment to License Agreement with T-Mobile South, LLC, Successor in Interest to APT Tampa/Orlando, Inc. (Utilities Director)

Attachments: 2nd Amendment

Table 1 - Rent Schedule (Payable by T-Mobile)

Exhibit 2-A.docx

V.3 16-508 Approve Task Order 2017-42 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. (Utilities Director)

Attachments: TO-UT-CDM SMITH (2017-42) $75000.pdf

Task Order 2017-42 Program Support.pdf

V.4 16-519 Approve the revised and updated Community Services Department Housing Program Policies and Procedures in accordance with proposed revisions to the SFY2013-2016 and 2016-2019 SHIP Local Housing Assistance Plans. (Community Service Director)

Attachments: City of Cocoa Housing Policies 11-3-2016.docx

V.5 16-528 Approve the Third Amendment to the Interlocal Agreement with the City of Titusville to Maintain the Water Utility Interconnect; To Authorize the City Manager to Execute the Agreement. (Utilities Director)

Attachments: Revised Interlocal Agreement

Budgetary Impact 16-528.pdf

V.6 16-529 Approve Renewal of Memorandum of Agreement (MOA) between the City of Cocoa, Orlando Utilities Commission, East Central Florida Services, Inc. and Farmland Reserve, Inc. for Permitting Additional Water from Taylor Creek Reservoir for Future Demands. (Utilities Director)

Attachments: Amendment_extending_termination_date

Original MOA

V.7 16-541 Approve participation in the Space Coast Tourism Development Office's 2017 Marketing Co-op program through either Billboards or Digital Marketing and Billboards. (City Manager)

Attachments: 2015 boards.pdf

SS_video_reporting.PNG

24Hrs_CB_video_report.PNG

V.8 16-550 Approve a Resolution requesting a substantial amendment to the State Fiscal Year (SFY) 2013-2016 Local Housing Assistance Plan (LHAP) and submission of the LHAP to the Florida Housing Finance Corporation for approval by the State. (Community Services Director)

Attachments: City of Cocoa 2013-2016 LHAP-amended.docx

Housing Delivery Goals Chart amended.xls

45-Housing Delivery Goals Chart.xlsx

City of Cocoa Housing Policies 11-3-2016.docx

SHIP20142015Certification.docx

SHIP20152016Certification.docx

SHIP20162017Certification.docx

Resolution - 2013-16 LHAP.doc

V.9 16-551 Authorize the City Manager to execute the FDOT Construction Agreement and any other FDOT-required documents necessary for permits related to construction of Aesthetic Improvements in FDOT Right of Way along Willard St. and King St. from US #1 to the Indian River Bridges. These improvements include Paver Sidewalks, Textured Pavement surface, Pedestrian-level Lighting, Landscape and associated irrigation and electrical systems. (Public Works Director)

Attachments: Const Agreement App 20216 jm.pdf

V.10 16-556 Approve the Fourth Amendment to the Agreement Covering Water Service to Duda Lands, Inc. Property between the City of Cocoa and The Viera Company (TVC) fka Duda Lands, Inc. (Utilities Director)

Attachments: Water Agreement - Fourth Amend CLEAN V2 (11-21-14; Rev. 9-19-16)

Schedule 7.3 - Revised (10-19-2015)

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VII.1 16-534 Consider the Reappointment of Mrs. Lorraine Koss as a Regular member on the Utilities Advisory Board through November, 2019. (Administrative Services Director)

Attachments: 11_17_16 Koss Reappointment application.pdf

11_28_16 Koss Consideration letter.pdf

UAB Roster.pdf

VII.2 16-546 Pursuant to Section 429.05(1), Florida Statutes, the Mayor should consider the reappointment of Ms. Chenita Joiner as a member of the Cocoa Housing Authority through December, 2020, subject to the concurrence of the City Council. (Administrative Services Director)

Attachments: Joiner-Reappointment application 001.pdf

Housing Authority Roster.pdf

11_28_16 Joiner Consideration letter.pdf

VII.3 16-553 2017 Appointment of Space Coast League of Cities Voting Delegate/Director and Alternate. (Administrative Services Director)

Attachments: 2017 Appointment of League Voting Delegate Director Form (2).pdf

Email from League Secretary 001.pdf

VIII. CITY BUSINESS:

VIII.1 16-540 Approve a new Resolution to formally memorialize the City's interest in the State Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00), and to explicitly authorize, in the form of a Resolution, the City Manager to execute all necessary documents to effectuate the conveyance of the State Surplus Property to the City. (Public Works Director)

Attachments: Resolution No. 2016-133 Authorization for State Property Purchase.docx

10_25_16 Revised_16-472_VIII.3_Page2.pdf

VIII.2 16-544 Approve entering into a co-operative purchase agreement with Goodson Paving (DBA WWG) utilizing Brevard County Bid # B-4-15-57 in the amount not to exceed $170,478 to complete the paving and striping of Fiske Blvd from Highland Ave. to Dixon Blvd.; Approve entering into a co-operative purchase agreement with Goodson Paving utilizing Brevard County Bid # B-4-17-02 in the amount not to exceed $96,308 to complete curb, gutter and sidewalk repair and replacement on Fiske Blvd from Highland Ave to Dixon Blvd. ; Approve a resolution amending the 2017 budget. (Public Works Director)

Attachments: WWG ASPHALT RENEWAL

GOODSON CONCRETE PROPOSAL

Goodson Curb Gutter Award

Resolution No. 2016-131.pdf

BAF-PW-3510-PWPAVE (12-13-16)~ Agenda 16-544 - FY17.pdf

VIII.3 16-545 Approve a Resolution adjusting the Fiscal Year 2017 Budget, transferring a duplicate entry from the State Contribution in the Firefighter Pension Plan into General Fund Contingency. (Finance Director)

Attachments: Resolution No. 2016-130.pdf

BAF-1500-State Contributions (12-13-16)~ Agenda 16-545 - FY17.pdf

2016 Cocoa NAV Agreement executed.pdf

VIII.4 16-549 Approve a Resolution Amending the FY2017 Budget to Cover the Continuation of Work for Capital Projects that were under budgeted or not budgeted in FY2017. (Utilities Director)

Attachments: Resolution No. 2016-132

BAF-UT-FY17 Addtional Project Budget pg 1 & 2 (12-13-16) Agenda 16-549 FY

Attachment 1 - List of Projects

MULTI-YEAR CONTRACTS:

VIII.5 16-483 Approve the First Amendment of a multi-year Continuing Services Agreement with Quentin L. Hampton Associates, Inc. (Port Orange) RFQ-14-18-COC, for multi-year streetscape engineering and design services effective December 23, 2016 through December 22, 2020. (Community Services Director)

Attachments: QLH COI 2016 Oct
QLH CSA for Streetscape Engineering and Design Services
QUENTIN L HAMPTON 1st Amendment - RFQ-14-18-COC

VIII.6 16-484 Approve the First Amendment of a multi-year Continuing Services Agreement with Infrastructure Solution Services, LLC (Melbourne, Florida) RFQ-14-18-COC, for multi-year streetscape engineering and design services effective December 12, 2016 through December 11, 2020. (Community Services Director)

Attachments: ISS-Cocoa Prof Liab COI
ISS 1st Amendment - RFQ-14-18-COC
ISS CSA for Streetscape Engineering and Design Services
ISS-Cocoa Gen Liab-WC COI

VIII.7 16-505 Council Approve a Multi-Year Contract with the Bancorp Bank/dba/Mears Motor Leasing and authorize the City Manager to negotiate, sign and execute the agreement and authorize the Police Department to enter into a purchase order for the negotiated amount. (Chief of Police)

Attachments: The Bancorp Executed Agreement 12.14.15.pdf
Vehicle Lease 1.pdf
Vehicle Lease 2.pdf

VIII.8 16-543 Approval of a multi-year agreement with Target Solutions for a city-wide learning management system effective December 13, 2016 through September 30, 2018 and authorize the City Manager to approve the final terms and conditions of the agreement and execute the final agreement upon final approval by the City Attorney as to legal form and sufficiency. (City Manager)

Indexes: Training; Strategic Plan

Attachments: SS-AS-Target Solutions (09-26-2016).pdf
Target Solutions all-industries-course-catalog.pdf
City of Cocoa TSL Agreement 12-2-16 - FINAL.pdf
Exhibit A - Cocoa TSL agreement 12-2016 - FINAL.pdf
Exhibit B - Cocoa TSL Agreement 12-2016 - FINAL.pdf

VIII.9 16-554 Approve the first addendum to the Municipal Service Agreement between the City of Cocoa and Alternative Behavior Services Inc. for Grounds Maintenance in city maintained Right of Ways, from January 2, 2017 through September 30, 2017 in the amount of $58,122.72; Approve this addendum as a multi-year contract beginning October 1, 2017 in the amount of $77,497.00 for each additional fiscal year of the Agreement providing funds are budgeted and approved and authorize the City Manager to sign the agreement and any other necessary documents. (Public Works Director)

Attachments:
- Attachment 1 to Exhibit A 11-16-16- GroundsMaintenanceLocationsMap - mar...
- Attachment 2 to Exhibit A 11-16-16- Trash removal form - marked as Attac...
- Exhibit A Scope of Work 11-15-16 FINAL
- First addendum to Municipal Services ABS INC. - Final 11-2016

CITY COUNCIL APPOINTMENT:

VIII.10 16-552 Consider the Appointment of a Qualified Candidate to fill the Vacancy and unexpired term of City Council District 1 Seat through November, 2018. (City Manager)

Attachments:
- Resolution No. 2016-120 (Officially recognizing and declaring a vacancy in Seat
- 11_09_16 Whipple Applicant Packet.pdf
- Item VII.11-Agenda item from 11-07-16.pdf
- Public Notice Seat 1 Vacancy.pdf

IX. INFORMATIONAL AGENDA:

IX.1 16-510 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 10/31/2016. (Finance Director)

Attachments:
- PO Monthy Report to City Council 10.01.16 thru 10.31.16.pdf

IX.2 16-511 FY 2017 Budget Adjustment Report. (Finance Director)

Attachments:
- FY 2017 October EXPENSE Budget Tracking Worksheet.pdf
- FY 2017 October REVENUE Budget Tracking.pdf

IX.3 16-512 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments:
- Change Orders Report Nov 2016.pdf

IX.4 16-513 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget by Classification Report October 2016.pdf

IX.5 16-521 Review of the Employee Health Center utilization report provided by CareATC for October 2016. (Administrative Services Director)

Indexes: benefits; Health Center; medical

Attachments: Cocoa October 2016 Dashboard_Year 2 and 3.pdf

IX.6 16-542 Cocoa Police Department District Event Statistics for for September, 2016. (Police Chief)

Attachments: September 2016 Council Report by District .pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review. 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 #:	16-530	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	11/17/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of December 13, 2016, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	12-13-16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 17, 2016
Agenda Date: December 13, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of December 13, 2016, as presented or with amendments.

BACKGROUND:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of December 13, 2016, as presented or with amendments.

powered by Legistar™

AGENDA

CITY OF COCOA
SPECIAL MEETING OF THE CITY COUNCIL

DATE: December 13, 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 December 13, 2016 (16-530)
2. Minutes: (a) Regular Meeting of October 11, 2016 (16-531)
   (b) Regular Meeting of October 25, 2016 (16-532)
   (c) Special Meeting of November 7, 2016 (16-533)
   (d) Special Meeting of November 21, 2016 (16-561)

III. AWARDS AND PRESENTATIONS:

1. Mayor Parrish official send off to Sister City for trip to Israel and short presentation by Kathy Mardirosian. (16-560). (Mayor Parrish)

2. Proclamation recognizing the Retirement of Jack Masson, Director of Brevard County Parks and Recreation. (16-557). (City Manager)

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. Approve an agreement with Colony Waste Services, LLC regarding the billing and servicing of utility records and collection and remittance of utility receipts; Authorize the City Manager and City Attorney to prepare and execute amendments to the attached agreement or other documents to the extent deemed necessary to reinstate the billing services to the Colony Park development. (16-339). (Finance Director)

2. Approve a Second Amendment to License Agreement with T-Mobile South, LLC, Successor in Interest to APT Tampa/Orlando, Inc. (16-495). (Utilities Director)

3. Approve Task Order 2017-42 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. (16-508). (Utilities Director)

4. Approve the revised and updated Community Services Department Housing Program Policies and Procedures in accordance with proposed revisions to the SFY2013-2016 and 2016-2019 SHIP Local Housing Assistance Plans. (16-519). (Community Services Director)

5. Approve the Third Amendment to the Interlocal Agreement with the City of Titusville to Maintain the Water Utility Interconnect; Authorize the City Manager to Execute the Agreement. (16-528). (Utilities Director)

6. Approve Renewal of Memorandum of Agreement (MOA) between the City of Cocoa, Orlando Utilities Commission, East Central Florida Services, Inc. and Farmland Reserve, Inc. for Permitting Additional Water from Taylor Creek Reservoir for Future Demands. (16-529). (Utilities Director)

7. Approve participation in the Space Coast Tourism Development Office's 2017 Marketing Co-op program through either Billboards or Digital Marketing and Billboards. (16-541). (City Manager)

8. Approve a Resolution requesting a substantial amendment to the State Fiscal Year (SFY) 2013-2016 Local Housing Assistance Plan (LHAP) and submission of the LHAP to the Florida Housing Finance Corporation for approval by the State. (16-550). (Community Services Director)

9. Authorize the City Manager to execute the FDOT Construction Agreement and any other FDOT-required documents necessary for permits related to construction of Aesthetic Improvements in FDOT Right of Way along Willard St. and King St. from US #1 to the Indian River Bridges. These improvements include Paver Sidewalks, Textured Pavement surface, Pedestrian-level Lighting, Landscape and associated irrigation and electrical systems. (16-551). (Public Works Director)

10. Approve the Fourth Amendment to the Agreement Covering Water Service to Duda Lands, Inc. Property between the City of Cocoa and The Viera Company (TVC) fka Duda Lands, Inc. (16-556). (Utilities Director)

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Consider the Reappointment of Mrs. Lorraine Koss as a Regular member on the Utilities Advisory Board through November, 2019. (16-534). (Administrative Services Director)

2. Pursuant to Section 429.05(1), Florida Statutes, the Mayor should consider the reappointment of Ms. Chenita Joiner as a member of the Cocoa Housing Authority through December, 2020, subject to the concurrence of the City Council. (16-546). (Administrative Services Director)

3. 2017 Appointment of Space Coast League of Cities Voting Delegate/Director and Alternate. (16-553). (Administrative Services Director)

VIII. CITY BUSINESS:

1. Approve a new Resolution to formally memorialize the City's interest in the State Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00), and to explicitly authorize, in the form of a Resolution, the City Manager to execute all necessary documents to effectuate the conveyance of the State Surplus Property to the City. (16-540). (Public Works Director)

2. Approve entering into a co-operative purchase agreement with Goodson Paving (DBA WWG) utilizing Brevard County Bid # B-4-15-57 in the amount not to exceed $170,478 to complete the paving and striping of Fiske Blvd from Highland Ave. to Dixon Blvd.; Approve entering into a co-operative purchase agreement with Goodson Paving utilizing Brevard County Bid # B-4-17-02 in the

amount not to exceed $96,308 to complete curb, gutter and sidewalk repair and replacement on Fiske Blvd from Highland Ave to Dixon Blvd.; Approve a Resolution amending the FY2017 budget. (16-544). (Public Works Director)

3. Approve a Resolution adjusting the Fiscal Year 2017 Budget, transferring a duplicate entry from the State Contribution in the Firefighter Pension Plan into General Fund Contingency. (16-545). (Finance Director)

4. Approve a Resolution Amending the FY2017 Budget to Cover the Continuation of Work for Capital Projects that were under budgeted or not budgeted in FY2017. (16-549). (Utilities Director)

MULTI-YEAR CONTRACTS:

5. Approve the First Amendment of a multi-year Continuing Services Agreement with Quentin L. Hampton Associates, Inc. (Port Orange) RFQ-14-18-COC, for multi-year streetscape engineering and design services effective December 23, 2016 through December 22, 2020. (16-483). (Community Services Director)

6. Approve the First Amendment of a multi-year Continuing Services Agreement with Infrastructure Solution Services, LLC (Melbourne, Florida) RFQ-14-18-COC, for multi-year streetscape engineering and design services effective December 12, 2016 through December 11, 2020. (16-484). (Community Services Director)

7. Approve a Multi-Year Contract with the Bancorp Bank/dba/Mears Motor Leasing and authorize the City Manager to negotiate, sign and execute the agreement and authorize the Police Department to enter into a purchase order for the negotiated amount. (16-505). (Chief of Police)

8. Approval of multi-year agreement with Target Solutions for a city-wide learning management system effective December 13, 2016 through September 30, 2018 and authorize the City Manager to approve the final terms and conditions of the agreement and execute the final agreement upon final approval by the City Attorney as to legal form and sufficiency. (16-543). (City Manager)

9. Approve the first addendum to the Municipal Service Agreement between the City of Cocoa and Alternative Behavior Services Inc. for Grounds Maintenance in city maintained Right of Ways, from January 2, 2017 through September 30, 2017 in the amount of $58,122.72; Approve this addendum as a multi-year contract beginning October 1, 2017 in the amount of $77,497.00 for each additional fiscal year of the Agreement providing funds are budgeted and approved and authorize

the City Manager to sign the agreement and any other necessary documents. (16-554). (Public Works Director)

City Council Appointment:

10. Consider the Appointment of a Qualified Candidate to fill the Vacancy and unexpired term of City Council District 1 Seat through November, 2018. (16-552). (City Manager)

IX. INFORMATIONAL AGENDA:

1. Cumulative Purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 10/31/2016. (16-510). (Finance Director)

2. FY2017 Budget Adjustment Report. (16-511). (Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (16-512). (Finance Director)

4. Relation between the estimated and actual income and expenses to date. (16-513). (Finance Director)

5. Review of the Employee Health Center utilization report provided by CareATC for October 2016. (16-521). (Administrative Services Director)

6. Cocoa Police Department District Event Statistics for September, 2016. (16-542). (Chief of Police)

X. REPORTS:

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

IX. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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 #:	16-531	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	11/17/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of October 11, 2016, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-11-16 Minutes.pdf EXHIBIT A-Cocoa Village's BBQ & Blues Financial Report 001.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 17, 2016
Agenda Date: December 13, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of October 11, 2016, as written or with amendments

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of October 11, 2016, as written or with amendments

powered by Legistar™

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

October 11, 2016

A Regular meeting of the Cocoa City Council was held on Tuesday, October 11, 2016, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:00 p.m.

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

The City Clerk took the roll.

PRESENT:	Henry U. Parrish III	Mayor
	Don Boisvert	Deputy Mayor
	Michael C. Blake	Councilman
	Jeri Blanco	Councilwoman
	Brenda Warner	Councilwoman
	Anthony Garganese	City Attorney
	John A. Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Steve Belden, Community Services Director; Gene Prince, Fire Chief; Michael Cantaloupe, Chief of Police; Teri Butler, Finance Director; Ed Wegerif, Public Works Director; Jonathan Lamm, Deputy Fire Chief; Jason McCuen, Helpdesk Support Tech; and Tre Folston, Helpdesk Support Tech.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of October 11, 2016 (16-446)

2. Minutes: (a) Regular Meeting of September 13, 2016 (16-447)
(b) Special Meeting of September 14, 2016 (16-448)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Blake, to approve the agenda as presented for the Regular meeting of October 11, 2016 and the Minutes for the Regular meeting of September 13, 2016 and the Special meeting of September 14, 2016.**

AYES: Parrish, Boisvert, Blake, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Proclamation to recognize October as National Manufacturing Month. (16-454). (Community Services Director)

Mr. Belden read a proclamation into the record recognizing October as National Manufacturing Month.

He noted that a representative from Crossbrands (formerly Ocean Potion) was supposed to be in attendance but did not make the meeting. He further advised that all of the buildings on Grissom were occupied at this time.

IV. DELEGATIONS:

Larry Sinclair, 1052 & 1054 Mitchell St., Cocoa, Florida, thanked Chief Cantaloupe and Officers Landis and Rhodes for helping him before the storm. He further thanked those who showed up to the community party on September 26th. He mentioned that attendance was doubled from that of last year. He advised that he was in South Carolina for the storm and that he did not attend the last meeting, but did send an email.

Mr. Sinclair wanted to express publically his disagreement that a replacement for District 4 was chosen by Council and not the citizens. He advised that in listening to the reasoning, some noted it was a choice of Mr. Furbish. That being said, he welcomed Councilwoman Blanco.

Furthermore, he asked that Council and the City Attorney re-read the City Charter because he has issues with the way things are being done between

Council and staff. He referred to the City of Debary and noted he was not accusing anyone of doing anything wrong or improper, but they needed to look at how things were done.

He thanked all for what they did during the hurricane and pointed out that the community came together and it was cleaned up fast. He advised that he would be in the dunk tank at the fall festival.

City Manager Titkanich thanked Council and noted that with all due respect, Council keeps him informed and has always done that and stated that he was responsible for the staff. Council, as well as Directors, keep him well informed. Additionally, he appreciated the fact that Council goes to extra ordinary lengths to let him know that they have reached out to staff. He does not feel that anything was going array in terms of the Charter.

Allan Chapman, 600 Florida Avenue #104, Cocoa, and Executive Director of HCVA, welcomed Councilwoman Blanco and advised that they looked forward to working with her as well as the other members of Council. He reminded everyone of the upcoming Fall Arts and Crafts Festival this weekend, October 15 & 16th. He pointed out that the event would happen because the City looked like it always does. The Public Works department as well as everyone else did a fantastic job in the cleanup after the hurricane. He believed it was due to great leadership from Council and City management and the merchants applaud them.

Additionally, the 6th Annual Chili Cook-Off will be Saturday night, October 15th. He announced they were short on teams and spoke of the great judging staff lined up, which included Mayor Parrish.

Emma Kirkpatrick, with HCVA, provided a presentation[1] that provided a financial report for the BBQ & Blues event held on June 3 & 4, 2016. She welcomed Councilwoman Blanco and advised that these were the final numbers for the event. Total expenses were $45,586.80 and she explained what those entailed. The total income received was $52,817.16. She announced that bottom line, the total raised was $7,230.36 which would be used to promote Cocoa.

She further explained where the money went to. $38,293.33 was spent in 2015 advertising and this included all of the events that were done such as BBQ & Blues, craft shows, other events, and for general advertising (non-event related). She also thanked all of their sponsors for the event.

[1] EXHIBIT A: Cocoa Village's BBQ & Blues Financial Report

Council thought it was a great event and thanked her.

Ms. Kirkpatrick thanked them and reiterated that they were still in need of chili cook off competitors.

Stacey Hawkins-Smith, with Cocoa Village Playhouse, thanked Council and City staff for their assistance during the storm. She advised that Gary Palmer was on the phone with them during and after the storm. They ended up with only a small amount of water in the orchestra pit but that was now fixed. There were also minor air conditioner issues but they have also been taken care of but overall the building was amazing.

She welcomed Councilwoman Blanco and let her know that if she would like a tour of the playhouse they would be glad to have her. They had to cancel a few productions due to the storm, but they were able to funnel tickets to upcoming shows this weekend. If citizens could not make it to an upcoming production they could have a gift certificate to an upcoming show this season. Ms. Smith was glad to see that they could handle the closing of shows if needed.

Ms. Smith further noted that they scored high on a Brevard Cultural Grant. She hoped that it would not be vetoed and that they would receive operational money. They also received a grant award through the Tourism Development Council for outside advertising (outside of Brevard County) for $12,000. In closing she advised that on all advertising she mentions that the playhouse was located in the beautiful downtown Cocoa Village.

Capt. Ed Lanni, 939 N. Indian River Drive, Cocoa, believed that things in the City were going great. He thanked Mayor Parrish for opening up the Inn during the storm and that it was well received. He also mentioned that the City Manager has great people working under him and that two police officers stopped by just to check on him. One had even arranged for someone to clean up his yard after the storm. A Public Works employee also checked on him. He felt this was great and made him very happy.

V. CONSENT AGENDA:

1. Authorize the City Manager to accept and sign the Florida Department of State, Division of Historical Resources Small Matching Grant (#S1711) for replacement of the Historic Porcher House roof (PW1501) in the amount of $25,000 with a match of $25,000. Authorize the City Manager to sign the Small Matching Grant Preservation Agreement for the Historic Porcher House. Authorize the use of

Tech Systems, Inc. as the roofing contractor for the project utilizing the Brevard County Purchasing Contract in the amount of $48,900. Authorize the City Manager to approve change orders not to exceed $1,100. (16-440). (Public Works Director)

2. Approve the Second Amendment to Purchase Agreement with Don Bell, Inc. d/b/a DBI Demolition, Melbourne Florida, Bid-14-14-COC, for multi-year demolition services effective October 1, 2016 through September 30, 2019. (16-450). (Community Services Director)

3. Approve a Resolution Adjusting the FY2016 Budget, including General Fund Transfers and the use of Contingency for the Stormwater Fund. The payment of a FY2015 invoice and the approval of the additional unanticipated insurance premiums for the FY2016 budget period to Florida League of Cities, Inc. Florida Municipal Insurance Trust (FMIT) for the General Insurance Program. (16- 455). (Administrative Services Director)

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

AYES: Parrish, Boisvert, Blake, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Ordinance No. 17-2016/2nd & Final Reading: Amending Section 2-4 of the City Code regarding purchasing and contracts procedures modifying the formal bid threshold from twenty-five thousand dollars ($25,000) to thirty-five thousand dollars ($35,000), and ratifying all prior City purchases that required a formal sealed bid pursuant to Section 2-4 of the City Code. (16-449). (Finance Director)

Attorney Garganese read Ordinance No. 17-2016 into the record by title only as follows, and advised this was the second and final reading of the ordinance. He advised that this would raise the minimum threshold for competitive bids to $35,000. There have been no changes since first reading.

ORDINANCE NO. 17-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-4 OF THE CITY CODE REGARDING PURCHASING AND CONTRACT PROCEDURES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT

ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, RATIFICATION, AND AN EFFECTIVE DATE.

Mayor Parrish opened the hearing to the public. There being no response, the public portion of the hearing was closed.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to approve Ordinance No. 17-2016 on second and final reading.**

AYES: Parrish, Boisvert, Blake, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

1. Consider a Code Enforcement Lien reduction for the property located at 1253 Amherst Court, CE 15-225, owner, Jose Said. (16-444). (Community Services Director)

Mr. Belden advised that the Code Enforcement Board held a public hearing on March 19, 2015 and at that time, the Board found the owners Ted and Mary Hays in violation of the following:

- Section 6-900(b)(1) Maintenance of a Structure
- Section 6-900(b)(4) Accumulation of Junk/Trash
- Section 6-1001(g) Accessory Structures-Fence & Shed
- Section 6-1001(o) Doors
- Section 6-1003(b) Protective Treatment
- Section 6-1003(d) Decorative Features
- Section 6-1003(j) Porch not Structurally Sound
- Section 6-1004(b) Maint. Of Interior Surfaces (walls,doors,etc.)
- Section 6-1303(b)(c) Electrical Facilities (outlets,etc.)
- Section 6-1304 Electrical (Exterior)
- Section 6-1403(a-c) Fire Protection System
- Section 6-2003 Rental/Business Tax Receipt

The Board provided the owner sufficient time to correct said violations. Consistent with the Code Enforcement Board's Order, a lien was recorded against the property effective April 19, 2015. The lien ran at $250 per day from April 19, 2015 until compliance was achieved on September 6, 2016. The lien is $126,500 and the current owner, Jose Said, is requesting that the lien be forgiven.

Based on certain factors, staff recommends that the lien be reduced to $2,000 and at the Code Enforcement Board meeting held on September 15, 2016, it was also recommended that the lien be reduced to $2,000.

Jose Said, 3138 Zaharias Drive, Orlando, explained his situation with the property, noting that all of his money was invested back into the property so that it could be rented. When they purchased the property they were not aware of the liens and they belong to the prior owner. The house has been fixed up and was already rented out. He was asking for lien forgiveness.

Councilman Blake clarified that his understanding was that Mr. Said wanted the lien forgiven altogether. He pointed out the administrative fees.

City Manager Titkanich empathized with the owner but explained the process of calculating city expenses when it comes to a code enforcement case. Fees are a little over $700. It should not be a burden to tax payers to cover those expenses. He reminded Council of staff's recommendation which was to uphold the Code Board's recommendation and payment would be due within 30 days of approval of the reduction.

Councilwoman Blanco knows the house in question and mentioned significant improvements have been made to the house. She applauded their efforts to make it better.

Councilwoman Warner advised that when the Code Board was having issues on liens specific rules to follow were provided to them regarding lien forgiveness and reductions. One of the questions was whether it was the previous or current owner.

She explained the process in detail and advised that unless a situation was exceptional, Council liked to follow the Code Board's recommendation. Additionally, when one comes before the Code Board and states that they were not aware that liens existed, from a real estate stand point, you do your due diligence before purchasing the property. Information is usually available.

She felt like the 165 days that the lien ran from acquisition of the property seemed to be a little bit longer than usual and asked if that was part of the Code Board's recommendation.

Mr. Belden agreed that the length of time is a little longer than it would take to do the work and noted he was not at the meeting.

Councilwoman Warner knows the board works hard and appreciated those people who come to the city and invest in properties.

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to approve staff's recommendation.**

AYES: Parrish, Boisvert, Blake, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mr. Said asked how long he had to pay. Council advised that he had thirty days.

2. Determine Council attendance at the upcoming Advanced Institute for Elected Municipal Officials hosted by Florida League of Cities, October 28-29, 2016 in Cocoa Beach. (16-453). (Administrative Services Director)

It was confirmed that Deputy Mayor Boisvert will attend the conference.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Blake, to approve the attendance of Deputy Mayor Boisvert at the Advanced Institute for Elected Municipal Officials in Cocoa Beach, October 28-29, 2016.**

AYES: Parrish, Boisvert, Blake, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Approve a Resolution amending the FY2017 Fiscal Year Budget to cover the continuation of work for the Fleet Building Expansion Project (CP11FS) that was under budgeted in FY2017; approve a resolution to authorize the City Manager to approve change orders not to exceed $10,000. (16-441). (Public Works Director)

Mr. Wegerif explained the item, noting this was for the continuation of work on the Fleet Building expansion project.

* **MOTION by Councilman Blake; Seconded by Deputy Mayor Boisvert, to approve the item.**

AYES: Parrish, Boisvert, Blake, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. To Award Maxwell Contracting, Inc. of Cocoa, Florida, the East Peachtree Street Water Main Improvements, Project No. WS1505, in the Amount of $1,051,929; To Authorize the City Manager to execute contract documents; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not To Exceed $105,193 (10% of the contract amount); To Approve the Water Meter and Backflow Preventer Replacement Costs in the Amount of $3,100; To Approve Continuation of Task Order 2016-26 with Wade Trim, Inc. in the Amount of $64,096 for Services During Construction (SDC) for Total Project Cost of $1,224,318; To Approve a Resolution Amending the FY2017 Budget. (16-443). (Utilities Director)

Mr. Walsh presented the item.

Councilman Blake asked if this was the same company that did Peachtree Street. In response, Mr. Walsh noted that they did Indian River Drive.

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

AYES: Parrish, Boisvert, Blake, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve a Resolution Amending the FY 2017 Budget using General Fund Reserves to purchase three (3) parcels owned by the Housing Authority of the City of Cocoa in accordance with the Contract for Purchase & Sale; Authorize the City Manager to execute the attached Contract for Purchase & Sale and sign all documents related to the closing of said properties. (16-445). (Community Services Director)

Mr. Belden mentioned that this item came before Council on April 26, 2016, but they had to bring it back again, as the sale did not take place in the previous fiscal year. The sale took place October 5, 2016.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Blake, to approve the item.**

AYES: Parrish, Boisvert, Blake, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve a Resolution authorizing and approving the negotiated sale of not to exceed ten million dollars ($10,000,000) City of Cocoa, Florida Capital Improvement Refunding Revenue Bonds, Series 2016. (16-456). (City Manager)

City Manager Titkanich spoke in reference to this item, noting that Council was aware of the debt management policy and that staff continuously evaluates their debt. He pointed out that in 2007 Council approved the construction of the new City Hall facility. The project was funded by the City's issuance of $11,675,000 Capital Improvement Revenue Bonds, Series 2007. Additionally, $9,550,000 is currently outstanding.

In April, 2016 the City issued an RFP and a committee was formed for underwriting services. This resolution will authorize them to proceed with the bond transaction and also authorizes the Mayor and City Manager to take action that would be required for carrying out the purposes of this resolution on the bond resolution in respect to the Series 2016 Bonds.

He introduced Craig Dunlap, Rhonda Bond-Collins, and Margaret Lezcano.

Mr. Dunlap with the firm Dunlap and Associates had worked with the City for many years as a financial advisor. He introduced both Rhonda Bond-Collins and Margaret Lezcano. He advised that he had good news, and that was that the City got a A+ rating on the bonds. He explained that the best rating was a AAA, and this rating was an A+. The security that secures this debt was one of the higest ratings you could get. He claimed that they made a very strong pitch for a AA rating but were happy to get an A+.

Mr. Dunlap further noted that the city's finances were very strong and fund balances were adequate. He commented on economic development that has or will occur and about tourism being improved within the city limits.

Overall it was a very good assessment and he believed that the City should be proud of its leadership and strength. He stated it had been a pleasure working

with everyone and that they all worked cooperatively together for the best interest of the City. If this is approved they will sell within a week to ten days. The rate was not locked in but it would result in significant savings for the City.

Ms. Lezcano pointed out two things. First was Anne Quesada, whom she felt was an invaluable employee and secondly she thanked all of them for allowing them to be a part of this process. She could not say enough about the team. Typically, the bond process took about sixteen weeks and they were mandated for five weeks and she believed they would make that. She thanked Council again.

City Manager Titkanich thanked them all again along with the other members and staff. He mentioned there were a lot of documents and this was a team effort. He thanked everyone for their expertise in what they do. He was very appreciative of all of their efforts.

* **MOTION by Councilman Blake; Seconded by Deputy Mayor Boisvert, to approve the item.**

AYES: Parrish, Boisvert, Blake, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. (1) Consider and uphold the bid protest filed by Odyssey Manufacturing Company; (2) Rescind the September 13, 2016 City Council bid award to Allied Universal Corp. of the Sodium Hypochlorite component of BID #B-16-19-COC (Water and Wastewater Treatment Chemicals); (3) Reject all Sodium Hypochlorite bids including the bids of both Allied Universal Corp.; and (4) direct staff to re-advertise and re-solicit bids for the Sodium Hypochlorite component of BID #B-16-19-COC. (16-459). (City Manager)

City Manager Titkanich spoke on behalf of this item pointing out that on September 13, 2016 Council awarded this bid to the lowest bidders. The award was given to Allied Universal Corp. and shortly after the award there was a protest by the other bidder, Odyssey Manufacturing Company.

There were three issues that Odyssey stated that Allied failed to provide. Pursuant to the Financial Operations Manual, a bid protest committee was formed which included Matt Fuhrer, Ed Wegerif, and Anne Quesada. On October 3, 2016 a noticed public meeting was held where by the Committee heard presentations from both Odyssey and Allied, they reviewed backup materials provided, and

discussed the merits of the bid protest. After deliberation, the committee unanimously decided to recommend to the City Council that Odyssey's bid protest be upheld, that the September 13, 2016 award of the sodium Hypochlorite bid to Allied be rescinded, and that Allied's bid be rejected as non-responsive, and the City Council either award the bid to Oydssey as the second lowest bidder or reject all bids and send the sodium hypochlorite component of Bid #B16-19-COC out for rebid.

Additionally, the Utility Department reviewed Odyssey's bid for responsiveness and it was determined that a City bid requirement that the pH of sodium hypochlorite solution not exceed 12.7 units had not been met but either Odyssey or Allied. The Utility Department recommended that it would be in the best interest of the City and to the integrity of the bidding process that all bids be rejected and that the sodium hypochlorite component of Bid #B-16-19-COC be re-advertised for bids. City Manager Titkanich assured them that this recommendation would not affect the awards to other bidders on Bid #B-16-19-COC for chemicals other than sodium hypochlorite.

City Manager Titkanich reiterated staff's recommendation to Council which was to uphold the bid filed by Odyssey Manufacturing Company; 2) Rescind the September 13, 2016 City Council bid award to Allied Universal Corp. of the Sodium Hypochlorite component of BID #B-16-19-COC (Water and Wastewater Treatment Chemicals); (3) Reject all Sodium Hypochlorite bids including the bids of both Allied Universal Corp.; and (4) direct staff to re-advertise and re-solicit bids for the Sodium Hypochlorite component of BID #B-16-19-COC.

City Attorney Garganese pointed out an error in the agenda item and noted it should state both Allied Universal Corp and Odyssey Manufacturing under recommendation #3.

Councilman Blake confirmed that there were enough chemicals on hand in order to keep the level of integrity with the water system. In response, Mr. Walsh answered in the affirmative and mentioned that the contract had been extended.

Councilman Blake further asked City Attorney Garganese if there was anything additional that Council needed to know. In response, City Attorney Garganese pointed out that all additional information was provided in the agenda package and summarized in the agenda item itself. He mentioned that if any representatives from Allied or Odyssey wished to address Council they should be allowed time to do so.

Gray Robinson, representing Allied Universal Corp. advised that the info Allied provided in the bid protest was in the agenda packet and that they had initially requested that Allied be awarded the bid as it was awarded on September 13, 2016. They would love for Council to do that but they do recognize that both Allied and Odyssey were out of specs and Allied does not object to Council rejecting all bids and then accepting the resubmittal of bids. They were hopeful that they would be the awarded company on the next go around.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to a accept staff's recommendation of (1) Consider and uphold the bid protest filed by Odyssey Manufacturing Company; (2) Rescind the September 13, 2016 City Council bid award to Allied Universal Corp. of the Sodium Hypochlorite component of BID #B-16-19-COC (Water and Wastewater Treatment Chemicals); (3) Reject all Sodium Hypochlorite bids including the bids of both Allied Universal Corp. and Odyssey Manufacturing Company; and (4) direct staff to re-advertise and re-solicit bids for the Sodium Hypochlorite component of BID #B-16-19-COC.**

AYES: Parrish, Boisvert, Blake, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilman Blake wanted to ensure that the motion reflected everything correctly.

City Attorney Garganese noted it was the staff's recommendation with the slight revision.

MULTI-YEAR CONTRACTS:

IX. INFORMATIONAL AGENDA:

1. New Local Business Tax Receipts. (16-452). (Community Services Director)

X. REPORTS:

Mr. Wegerif advised that it had been a long week due to the hurricane but paving of Fiske Boulevard should resume tomorrow. He provided an update of Waste Management disposal issues and pointed out that there was a lot of waste and more than usual yard waste. Waste Management has engaged the services of Brevard County and other contractors to oversee the pickup processes. Everyone

who has waste should get it to the curb. He noted there was not a timeline but that he hoped it would begin this week.

Additionally, Waste Management would continue to pick up containers. If they do not make it on their regular day then leave it out, as they were behind and were aware. Both garbage and recycling would be picked up.

Deputy Mayor Boisvert asked about pick up in Lost Lakes. Mr. Wegerif advised he would find out but imagined that the contractors would go where ever Waste Management goes. He reiterated that they would be making at least two rounds to pick debris up.

Chief Cantaloupe announced that the Toy Drive sign ups have started and that sign ups were in the Clerk's office and would run through December 14th. He mentioned toy donations could be dropped off at specific locations and thanked everyone for staying off of the streets during the storm.

Mr. Belden announced the upcoming job fair on October 20th from 11-2 pm at the Cocoa Civic Center. About thirty businesses had signed up to be there.

Mr. Walsh mentioned that all utility services had been restored.

Ms. Gemmati clarified details on the Toy Drive and mentioned that sign ups only go through November 14th.

Assistant City Manager Fuhrer reminded all that on Wednesday, October 19, 2016 was the Porcher House 100 year anniversary celebration.

City Manager Titkanich provided an update on Hurricane Matthew and commended all of the Cocoa employees for their efforts and commitments during the storm. This included police, fire, and utility crews. He further noted that the decision to turn off the water to the barrier islands was made at the very last minute.

Additionally, he thanked the Public Information Officers, finance and administrative services personnel, and Informational Technology who kept staff connected throughout the storm. It was also noticed that there were a lot of neighbors helping neighbors and he appreciated that. Many public works employees had citizens stop to thank them. The community came together and it made him proud to work for the community.

He further thanked Deputy Chief Lamm and Chief Prince for managing the EOC, pointing out that this all started with Chief Prince who has brought a great focus on the EOC to the city. He commended all directors and EOC staff and the level of readiness that was available and enhanced within the last couple of years. Lastly, he thanked each member of Council as he knows they were all out in the aftermath of the storm and he thanked Brevard County Emergency Management, state agencies, and FEMA.

He provided Council with a list of statistics.

City Manager Titkanich announced that the local declaration of emergency expired at 5 p.m. today. There were still things that had to be done and the determination had to be made as to what level of assistance the City qualified for.

He thanked Council for their patience and understanding on the agenda delay and thanked Councilwoman Blanco for her time and advised that he and the Assistant City Manager had met with her and provided her with a great deal of City information.

In closing, City Manager Titkanich informed Council that he would be attending the FBA (Florida Brownfields Association) Conference in Jacksonville, Florida, October 16-19, 2016. Samia Singleton, Economic Development Specialist would also be attending the conference and they would be recruiting for a CRA Manager. He would then be back for a day and then out again for his nephews wedding.

Councilman Blake commended citizens for going above and beyond the call of duty during the storm. He saw many helping each other out, and many helping those who were elderly or who had disabilities. He further thanked the City of Rockledge for their cleanup efforts.

Councilman Blake requested that the District 1 Town Hall meeting on October 18, 2016 be postponed until the new District 1 member was appointed. He would like for the new member to have a period of time to familiarize themselves with issues. Additionally, it was his father's birthday on October 18, 2016.

He commended staff and Council for doing a great job and noted he had one more Council meeting. It had been a pleasure to work with everyone, and he welcomed Councilwoman Blanco and felt she would do a great job and that they all believed in her.

Councilwoman Blanco thanked both the Fire and Police Chief and their departments for keeping everyone safe during the storm. She constantly saw patrol cars coming through while the power was out and felt that the officers and fire fighters should be commended.

She further thanked City Manager Titkanich and staff for keeping them all updated throughout the storm. She was truly impressed with all of the information that was being passed along and how quickly it was being passed along.

Lastly, she was notified by the CDBG board by Brevard County and FEMA that if anyone needs any type of assistance to call 211 to register. This way they can get a list of residents compiled so that when funding was available they could reach out to them.

Councilwoman Warner mentioned that as early as Saturday morning she was hearing compliments about city employees. This included police, fire, public works, among others. Employees were polite and very professional in how they were treating citizens. The only problems she had heard were that some have had residential problems with accessing yards.

Councilwoman Warner thanked staff who stayed in City Hall and for keeping Council informed and she pointed out that every time Chief Prince provided an update he was calm and matter of fact. She thanked him for his professionalism.

She asked Mr. Belden about permits as she has had a few people ask if they were required to get a permit to replace a fence.

In response, City Manager Titkanich advised that an item would be brought back in terms of abatement of fees after the hurricane. He also commended Mr. Belden and Mr. Davis for assessing the damages throughout the City.

Mr. Belden believed that in the Ordinance it noted that fees can be waived under an emergency situation.

Brief discussion was held on this process and Councilwoman Warner suggested that something be posted on the website about it. She also noted that Code was great during the storm.

Deputy Mayor Boisvert concurred with all of the other comments and not one staff member complained, as they were there to do their job.

Mayor Parrish asked Assistant City Manager Fuhrer if he had FEMA's number, as someone in district 1 had requested it. He asked if he could provide that to them.

. City Manager Titkanich advised until all communities get their information into the EOC they were not sure what they qualified for. There were five categories of assistance. There was still small damages that needed to be added up.

Mayor Parrish appreciated all of the efforts and mentioned that you could see the difference inside and outside of the City limits.

He reiterated his thanks and was aware that employees were worn out after twelve hour shifts.

Mayor Parrish was excited about the EOC and that the City Manager raised the bar with it. He knows all were worried but at the last minute it turned. He looked forward to the City Manager's changes in the EOC. In response, City Manager Titkanich advised they discussed this in the directors meetings. There are always opportunities to improve and opportunities to put into practice skills and training that were done in order to be more prepared in the future.

Mayor Parrish appreciated everything and felt that Cocoa's went a lot smoother than other EOC's and felt the call made to turn off water to beachside was the right call.

He spoke with the Governor the morning after the hurricane and informed him of Cocoa's situation. Later that day, the Governor was in Cocoa Beach and mentioned Cocoa five times in a row but someone corrected him.

In closing, he announced that we made it through the storm and will move forward and do the right things for citizens.

IX. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to adjourn the Regular meeting of October 11, 2016.**

AYES: Parrish, Boisvert, Blake, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:52 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Historic Cocoa Village's BBQ & Blues

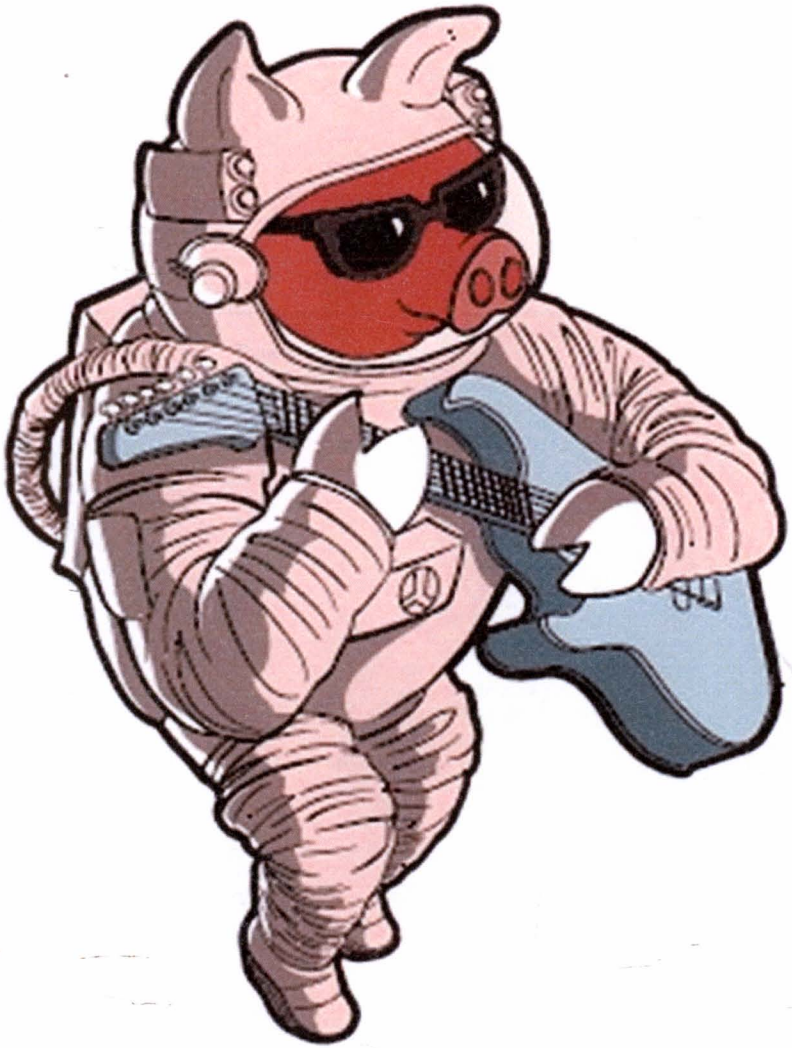
Cocoa Florida

Cocoa Village

Financial Report



EXHIBIT A: Cocoa Villages BBQ & Blues Financial Report



BBQ & Blues 2016 Expenses

FBA Fees	1228
City Fees	3852.39
Trash Pickup	1500
Music	8750
Blues Club	2463.36
Advertising	3488.91
Merchandise	1517
Infrastructure	3939.42
Prizes	10104.37
Beverages	7710.52
Misc.	1032.83
Total expenses	45586.8

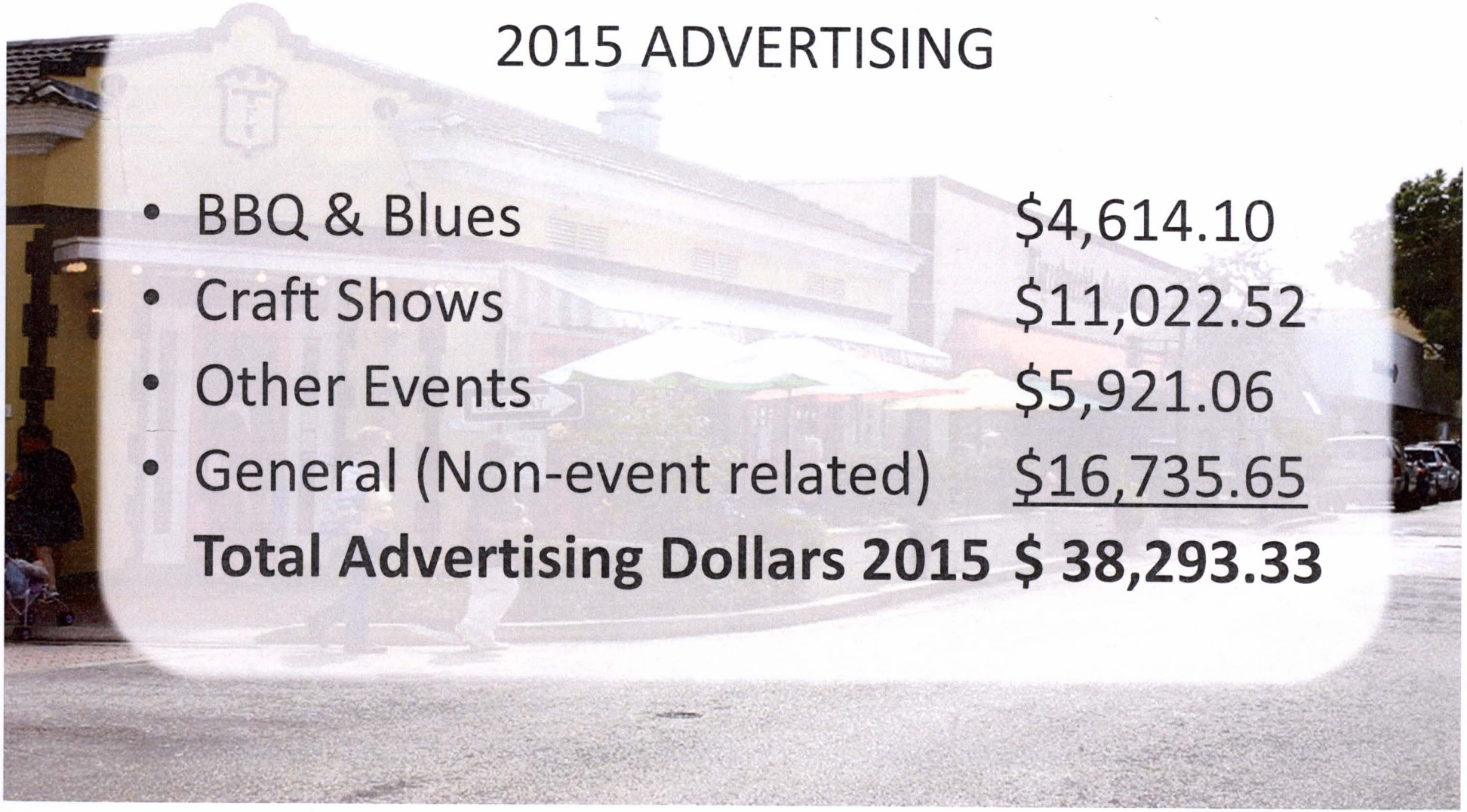
BBQ & Blues 2016 Income

Aux Contests	431.92
BBQ Competitors	11737.15
BBQ Vendors	2535.19
Cash Sales	20681.69
Kids Zone	98.73
Merchandise Vendors	4671.33
Sponsors	11562.56
EventBrite	1098.59
Total Income	52817.16




Bottom Line
$7230.36
raised from BBQ & Blues
to promote Cocoa

Where does the Money Go?



2015 ADVERTISING

• BBQ & Blues	$4,614.10
• Craft Shows	$11,022.52
• Other Events	$5,921.06
• General (Non-event related)	$16,735.65
Total Advertising Dollars 2015	**$ 38,293.33**

Thank you to our Sponsors!

























































3665 Bobbi Lane
Titusville, Florida 32780
brevarduniform@bellsouth.net





















Legislation Details (With Text)

File #:	16-532	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	11/17/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of October 25, 2016, as written or with amendments				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-25-16 Minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 17, 2016
Agenda Date: December 13, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of October 25, 2016, as written or with amendments

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of October 25, 2016, as written or with amendments

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

October 25, 2016

A Regular meeting of the Cocoa City Council was held on Tuesday, October 25, 2016, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, in Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:03 pm

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

The City Clerk took the roll.

PRESENT:	Henry U. Parrish III	Mayor
	Don Boisvert	Deputy Mayor
	Jeri Blanco	Councilwoman
	Brenda Warner	Councilwoman
	Anthony Garganese	City Attorney
	John A. Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk
ABSENT:	Michael C. Blake	Councilman (arrived at 6:07 p.m.)

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Steve Belden, Community Services Director; Gene Prince, Fire Chief; Michael Cantaloupe, Chief of Police; Teri Butler, Finance Director; Ed Wegerif, Public Works Director; Jonathan Lamm, Deputy Fire Chief; Jason McCuen, Helpdesk Support Tech; and Tre Folston, Helpdesk Support Tech.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of October 25, 2016 (16-471)
2. Minutes: N/A

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to approve the Agenda for the Regular meeting of October 25, 2016 as presented.**

AYES: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)[1]

III. AWARDS AND PRESENTATIONS:

1. Recognition of Accents Home Décor, located at 2712 N. Cocoa Blvd., as the 3rd Quarter Business Recognition Award recipient by the US 1 Corridor Redevelopment Agency. (16-439). (Community Services Director)

Mr. Belden advised this presentation was recognizing Accent Home Décor as the 3rd Quarter Business Recognition Award. U.S. 1 RDA board members Jim McCarthy, Jim Louden (Chairperson), Lawrence Koss, and Laura Houston were in attendance for the presentation.

Board members congratulated the recipient. She thanked them for recognizing their business.

IV. DELEGATIONS:

Katie Collette, 633 Brevard Avenue, Cocoa, was representing the Salon on Brevard. She asked if there were any plans to finish decorating the rest of Brevard Avenue. She mentioned that with the holiday season approaching, businesses at that end of Brevard would like to be a part of the decorated area and look like the rest of the village.

City Manager Titkanich advised that this was talked about in their monthly merchant meetings. He explained that there was only so much capacity in the electrical system and the City was currently at capacity.

Mr. Wegerif mentioned that the lighting system was antiquated but they could see what could be done.

[1] Councilman Blake arrived at 6:08 p.m. (after the first vote was taken)

Ms. Collette pointed out that there were boxes on some of the trees. Mr. Wegerif agreed and stated that they could look into that. He reiterated that they could look into what could be a possible short term fix.

Additionally, she mentioned that more visitors could see their stores if the road closures went a little further. In response, City Manager Titkanich explained the street closure procedure and that HCVA was trying to expand their events, which have grown significantly in the last few years.

Mayor Parrish assured her that all of her concerns would be looked into.

Brad Whitmore, 351 Rockledge Drive, Rockledge, was representing HCVA. He announced that the received the southern edition of the 2017 Waterway Guide and passed it around to Council to view. He pointed out an ad that was done for Cocoa Village and mentioned the Sail to the Sun Rally the first weekend of December. He spoke of the events success last year and showed an example of the flag that would go on the boats. He requested the reservation of the T-Dock again this year. Boaters would arrive on Friday, December 2, 2016 and leave on Tuesday, December 6, 2016.

Councilman Blake asked how a flag could be acquired. Mr. Whitmore noted they are ordering two dozen but could do more orders.

V. CONSENT AGENDA:

1. To authorize the City Manager to approve the Interlocal Agreement and to amend the existing agreement with Brevard County for Traffic Signal Maintenance Services and authorize a purchase order in the amount of $ 60,000 to Brevard County for the maintenance and repair of traffic signals and flashers in the City of Cocoa. (16-464). (Public Works Director)

*** MOTION by Councilman Blake; Seconded by Deputy Mayor Boisvert, to approve the Consent agenda.**

AYES: Parrish, Boisvert, Blake, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Ordinance No. 14-2016/1st Reading: Rezone the subject parcel from RU-2-15 and RU-2-25 (Multiple Family Dwelling Districts) to INST (Institutional). (16-470). (Community Services Director)

City Attorney Garganese read Ordinance No. 14-2016 in the record, by title only as follows. He advised that this was the first reading of the ordinance and a quasi-judicial matter.

ORDINANCE NO. 14-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATIONS OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 5.88 ACRES, MORE OR LESS, AND LOCATED AT 825 FORREST AVENUE IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A", ATTACHED HERETO, FROM RU-2-15 AND RU-2-25 (MULTIPLE FAMILY DWELLING DISTRICTS) TO INST (INSTITUTIONAL); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Parrish opened the hearing to the public.

James Snary, a member of First United Methodist Church spoke in regards to the application. He mentioned they were trying to do a facelift to the church for the congregation and community. They want to be able to advertise the church and events.

There being no other comments, the public portion of the hearing was closed.

Mr. Belden noted that this application came from the church to put up the LED sign and it would replace the existing sign on U.S. 1. The property was zoned "residential" and LED signs are not permitted in a residential district. He further explained the "institutional" type of district for this type of use.

Mr. Belden further advised that it meets all of the LED and zoning requirements.

* **MOTION by Councilman Blake; Seconded by Councilwoman Warner, to approve Ordinance No. 14-2016 on first reading.**

AYES: Parrish, Boisvert, Blake, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

1. Consider the appointment of Ms. Crystal McQueen as a Regular member of the US 1 Corridor Redevelopment Agency through June, 2018. (16-469). (Administrative Services Director)

* **MOTION by Councilman Blake; Seconded by Councilwoman Warner, to appoint Ms. Crystal McQueen as a Regular member of the U.S. 1 Corridor Redevelopment Agency through June, 2018.**

AYES: Parrish, Boisvert, Blake, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Approve a Resolution to amend the FY2017 Budget to transfer funds from Capital Projects Building to Capital Project Land to cover the cost of the Wetland Mitigation Agreement for Satellite Fire Station #2 (CP16F3) located on SR524; Authorize the City Manager to Execute the Conservation Easement on the remaining portion of the parcel; and Authorize the City Manager to Execute the Agreement with Kempfer Ranch dba Deer Park Ranch, Ltd. (16-467). (Public Works Director)

Mr. Wegerif explained that this item was to cover the costs for the wetlands mitigation agreement and that it was for the wetlands mitigation on Fire Station #3.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve.**

AYES: Parrish, Boisvert, Blake, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve an Interlocal Agreement between the Cities of Cocoa, Cocoa Beach, Rockledge, and Satellite Beach to share Employee Health Center services

between locations at the City of Cocoa and Satellite Beach. (16-468). (Administrative Services Director)

Ms. Gemmati presented this item pointing out that they had been working in great detail with other cities. This interlocal agreement would expand the City's agreement and services with the other cities. The agreement would automatically renew with mutual agreement between all parties.

Councilwoman Warner believed that the location in Satellite Beach would help employees who lived in that area and she asked if the hours at Cocoa's clinic would be expanded. Ms. Gemmati responded in the affirmative and additional hours would be added in Satellite Beach. In the initial agreement the costs would be split by headcount.

Councilman Blake advised he would support this as long as Dr. Whyte stayed on staff. He noted that the FMIT Board respects Cocoa and felt that this was a job well done. The City was acknowledged by the board as being proactive.

Ms. Gemmati mentioned that Dr. Whyte would gain hours and Care ATC was recruiting for a Nurse Practioner.

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

AYES: Parrish, Boisvert, Blake, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Ms. Gemmati thanked City Attorney Garganese for his work on the agreement.

City Manager Titkanich felt this was an amazing thing and that it was just a few years ago that the health center was being discussed. He believed this interlocal agreement was a great example of intergovernmental collaboration. He commended Council for their wisdom and leadership in approving this concept. Employees seem to value this benefit as well.

Councilman Blake hoped that Brevard County School Board does something to this effect.

Councilwoman Warner reminded him in the beginning there were a few members of the school board at the meetings.

Mayor Parrish felt that the City should brainstorm other ideas to be beneficial to the neighbors to the south, such as Titusville, and look into doing things together.

3. Approve a Resolution adjusting the FY2017 Budget and associated Budget Transfer Forms for the purchase of Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00) from the State of Florida at appraised value. Authorize the City Manager to execute purchase contract and associated closing documents with the State of Florida. (16-472). (Public Works Director)

Mr. Wegerif noted that this item was in regards to a purchase for a piece of land behind Emma Jewel Charter School and it was vacant and not being utilized. It will serve as storm drainage in the Diamond Square area.

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

AYES: Parrish, Boisvert, Blake, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve a Resolution providing for a temporary waiver of building permit fees related to building or structural damage caused by Hurricane Matthew. (16-474). (Community Services Director)

Mr. Belden advised that the Resolution would cover six months and a sixty (60) day extension could be done if needed.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Blake, to approve the item.**

AYES: Parrish, Boisvert, Blake, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

City Manager Titkanich thanked Mr. Belden for working with the City Attorney on this and getting it done so quickly. Additionally, he mentioned that Ms. Senger has information ready to put out so that people were aware.

5. Approve a Resolution Adjusting the FY2017 Budget using General Fund Contingency to complete the demolition and provide project management of 6 Forrest Avenue. (16-487). (Community Services Director)

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

AYES: Parrish, Boisvert, Blake, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

6. Approve the Second Amendment to multi-year Purchase Agreement with Don Bell, Inc. d/b/a DBI Demolition, Melbourne Florida, Bid-14-14-COC, for multi-year demolition services effective October 1, 2016 through September 30, 2019. (16-451). (Community Services Director)

* **MOTION by Councilman Blake; Seconded by Deputy Mayor Boisvert, to approve the item.**

AYES: Parrish, Boisvert, Blake, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. INFORMATIONAL AGENDA:

1. Review of the Employee Health Center usage report provided by CareATC. (16-356). (Administrative Services Director)

2. Review of Cumulative Purchase Approvals over $25,000 and under $50,000 for the period 10/01/2015 to 09/30/2016. (16-457). (Finance Director)

3. FY 2016 Budget Adjustment Report. (16-460). (Finance Director)

4. Relation between the estimated and actual income and expenses to date. (16-461). (Finance Director)

5. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (16-462). (Finance Director)

6. Cocoa Police Department District Event statistics for the month of August, 2016. (16-475). (Chief of Police)

7. New Local Business Tax Receipts. (16-477). (Community Services Director)

X. REPORTS:

Ms. Gemmati advised that due to time constraints on registration, Council needed to determine their attendance at the Florida League of Cities Legislative Conference, December 8-9, 2016 in Orlando. It was determined that Councilwoman Warner, Councilwoman Blanco, and City Manager Titkanich would attend. The City Clerk's office would handle registrations and other travel arrangements.

Mr. Walsh pointed out that the Utilities Advisory Board meeting was tomorrow, October 26, 2016 at 6 p.m. in City Council Chambers.

Mr. Belden spoke about the job fair held last week and mentioned that there were 29 businesses in attendance, as well as Cocoa's Human Resources Department. It was a great success with over 100 people showing up. Some were hired on the spot. Many were happy with it being held at the Civic Center also.

Councilwoman Blanco knew someone in attendance and they thought the turnout was phenomenal. The companies that were represented were of good quality.

Mr. Wegerif noted that the Florida Avenue Streetscape Project had started and they were currently installing the water main. They would then switch to doing the sidewalks and other things.

Mayor Parrish asked if the historic commission would get some of the sections of the train tracks. In response, Mr. Wegerif advised that a few entities have asked for them and Ms. Dingman had been reaching out to those.

Councilman Blake asked if other infrastructure items have been discovered. Mr. Wegerif noted there had been a few surprises but nothing that old. They were also wanting to salvage a few light poles also to utilize in some fashion.

City Manager Titkanich thought if there were enough pieces that they might be presented to Bright Line and Florida East Coast Railroad. Mr. Wegerif agreed to look into it.

Mr. Wegerif further noted that they were still working on the bridge and the signage had not been started on the bridge.

City Attorney Garganese wished Councilman Blake the best of luck and advised that it had been a pleasure working with him.

Assistant City Manager Fuhrer mentioned the upcoming dedications that would be held this Saturday, October 29, 2016 at Riverfront Park and Fern & Prospect Park. Mildred Williams and the Monroe High School Principals dedication ceremonies would take place at Rivrfront Park at 11 a.m. and the Gilmore Grounds dedication (for Larry Gilmore) would take place at 1 p.m. at Fern & Prospect Park.

The Fall Festival would be later in the day on October 29, 2016 from 3-7 p.m.

He also provided an update on the debris from Hurricane Matthew and wanted to ensure that residents knew where to look for pick up schedules and where crews were working daily. The City's website has information on it and there was a specific email address set up that residents could send questions to. It is hurricanematthewdebris@cocoafl.org. Additionally, Brevard County EOC sends daily updates and trucks are working from 7 a.m. until 7 p.m. seven days a week.

Mayor Parrish asked about the boat issues and how long the process for removal would take. In response, Assistant City Manager Fuhrer noted that they were compiling a list and the police department was planning a dive so that they could get the identifiers off of the boat.

Mayor Parrish questioned the City's generators and asked that they keep they serviced. City Manager Titkanich stated that they could get them a detailed schedule and assured him that they were regularly ran in order to ensure that they were working.

City Manager Titkanich announced that the Presidential Disaster Declaration was made for public assistance and for all individual assistance.

He mentioned that the Chief had participated in two meetings yesterday with the County and after action reports were discussed.

City Manager Titkanich asked for a consensus from Council regarding the reservation of the T-Dock and they would coordinate with Brevard County.

IT WAS A CONSENSUS OF COUNCIL TO RESERVE THE T-DOCK FOR THE SAIL TO THE SUN RALLY, DECEMBER 2-6, 2016.

He thanked both Leisure Services, Public Works, and Samantha Senger for the work they did to make the Porcher House Centennial Celebration a great event.

City Manager Titkanich pointed out that November 8, 2016 was election day and staff would be limiting the agenda; however, there were a few items in which they would request Council's attendance for such as the bonds, an award for the construction contractor for the satellite fire stations, two brownfield site rehabilitation agreements, and a resolution declaring the District 1 seat vacancy.

Mayor Parrish asked if the meeting could be moved to Monday, November 7, 2016.

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to hold the next City Council meeting on Monday, November 7, 2016, at 6 p.m.**

AYES: Parrish, Boisvert, Blake, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

City Manager Titkanich assured Council that the agenda would still be limited.

Lastly, City Manager Titkanich reminded everyone that their 2016-2017 United Way campaign pledge forms were due and they could turn those into Samantha Senger.

He thanked Councilman Blake and noted that it had been a pleasure to work with him and further thanked him for his leadership.

Councilwoman Warner advised that she was still receiving calls from both inside and outside of the City bragging about their Utilities and Public Works crews and the work they were doing. She forwarded the Assistant City Manager a photo that was sent to her of a worker.

She pointed out that she would miss Councilman Blake and asked where his election party would be held. She looked forward to seeing him on election day and wished him good luck.

Deputy Mayor Boisvert stated that this was his second good bye to Councilman Blake and told him that they would see him in Tallahassee on Legislative Action Day.

Councilwoman Blanco wished Councilman Blake good luck and mentioned that she knew he would do a great job. She did not get to serve with him for long but has known him for a good while.

Councilman Blake thanked them all and thanked public housing as they did a nice article in the paper in reference to the cameras that had been installed. They will be placing several more camera units along Peachtree Street. He noted it was a slow process but it would support the community.

He thanked the members of the Diamond Square RDA as they had a photo opportunity before the Porcher House celebration. He noted everyone spoke eloquently at the celebration and the Porcher family members were tickled.

Councilman Blake reminded all of the dedications on Saturday, October 29, 2016 at 11 am. He mentioned that if you attended or have family members who attended Monroe High School they all deserve to be recognized.

In closing, Councilman Blake thanked staff, Council, and citizens. He spoke of his love and support for the City and that everyone comes together regardless of who they were. He knows that everyone has good intentions and know what needed to be done.

He stated “I can, I shall, and I know we will”, and in the words of former Councilman Tyler Furbish, “Buy local, spend local and keep it local.”

City Manager Titkanich provided a quick update and pointed out that on Thursday, October 11th, the advance funding was approved for the revenue bonds. He thanked Finance, City Attorney, underwriters, and the financial advisory. The rating the City received was really strong and healthy. The closing is on November 1st.

Mayor Parrish thought that the Porcher House celebration was a great event and thanked Ms. Senger for the pins. He believed it was beautifully done.

He spoke of his attendance at Root Fire over the weekend and thought it was a cool event for young people. About 8,000 were in attendance. He felt that Deuterman Productions was a professional company and mentioned that they have brought people in from all over with the events they do here in Cocoa.

Mayor Parrish further spoke about Celebration Tabernacle and their Revive Cocoa event. He assured everyone that public projects were happening in the City.

He asked Mr. Wegerif about the entry signs. In response, Mr. Wegerif announced that they were made but had been delayed due to the hurricane.

In closing, he spoke about serving with Councilman Blake. Many were worried in the beginning that the two of them would not work well together. He pointed out that they work fine together and were both passionate about the City. He believed one of his greatest experiences has been to work with Mike Blake. He stated it has been a pleasure and they will always work together. He appreciates what Councilman Blake has done and would be doing.

IX. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to adjourn the Regular meeting of October 25, 2016.**

AYES: Parrish, Boisvert, Blake, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:22 p.m.

_____

Henry U. Parrish III, Mayor

Attest:

_____

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	16-533	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	11/17/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	Approve the Minutes for the Special meeting of November 7, 2016, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-07-16 Minutes.pdf EXHIBIT A-Map Submitted by R. Collins 001.pdf EXHIBIT B- The Pointe at London Cove 001.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 17, 2016
Agenda Date: December 13, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Special meeting of November 7, 2016, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes for the Special meeting of November 7, 2016, as written or with amendments.

MINUTES

CITY OF COCOA
SPECIAL MEETING OF THE CITY COUNCIL

November 7, 2016

A Special meeting of the Cocoa City Council was held on Tuesday, November 7, 2016, in City Council Chambers, in Cocoa City Hall, located at 65 Stone Street, Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:03 p.m.

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

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Steve Belden, Community Services Director; Gene Prince, Fire Chief; Michael Cantaloupe, Chief of Police; Teri Butler, Finance Director; Ed Wegerif, Public Works Director; Jonathan Lamm, Deputy Fire Chief; Jason McCuen, Helpdesk Support Tech; and Tre Folston, Helpdesk Support Tech.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Special Meeting of November 7, 2016 (16-496)
2. Minutes: (a) Special Meeting of September 27, 2016 (16-485)

(b) Regular Meeting of September 27, 2016 (16-499)
(c) Special Meeting of October 4, 2016 (16-486)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the Agenda for the Special meeting of November 7, 2016 and the Minutes for the Special meeting of September 27, 2016, Regular meeting of September 27, 2016, and the Special meeting of October 4, 2016.**

AYES: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

Larry Sinclair, 1052 Mitchell Street, Cocoa, mentioned that they have acquired two new properties in Broadmoor Acres. Thanksgiving dinner will be held in the community and any law enforcement/public safety workers are welcome to stop by and eat. Lastly, he mentioned that Council would soon be filling a City Council seat and thought it should go to special election. If there was a special election, he would run.

Ruth Collins, 742 Bernard Street, Cocoa, provided a map[1] of a proposed plan for street closures so that when there are events in the village, the ATM's at the bank are not blocked. They need a better way for people to get in and out of the bank. She lastly thanked the Mayor for sending a letter for their church anniversary.

City Manager Titkanich advised that the bank was private property but that they would work on special events and see if they could coordinate with the Bank of America.

Gina Fadely, 211 Indian River Drive, Cocoa, advised that other cities and counties do not tax local cemeteries as they were considered sacred lands. Residents there are deceased and it was hard to extract money from them. She

[1] EXHIBIT A: Map submitted by Ruth Collins

mentioned that a bill was sent and it was probably an oversight, however, it needed to be resolved before it became a bigger problem.

City Manager Titkanich mentioned that under the next fire assessment this could be taken into consideration but they did not have the ability under the current Fire Assessment ordinance to forgive a person's or entity's fire assessment. This is one of those properties that might need to be reclassified.

Ms. Fadely asked if the lien would be placed if not paid. After a question was raised about which cemetery, she noted it was Evergreen Cemetery on Clearlake Road. In addition, City Manager Titkanich advised that there was a lot of vacant land related to the cemetery.

Mayor Parrish asked what would happen to this year's, if it was not corrected.

Ms. Fadely added that her father had been the trustee and guardian of the cemetery for many years and had never received a tax bill before.

Mayor Parrish clarified that the City could make this right by next year and take care of this years.

Councilwoman Warner further clarified that this was for a fire assessment and not a tax bill and questioned the size of the property. In response, City Manager Titkanich pointed out that the fire assessment was not a tax and that was important to know. He assured Ms. Fadely that he would get with the City Attorney on this.

City Attorney Garganese asked how much the annual assessment was. She noted that this years' was $136.87. He agreed to look into this with the City Manager and see if there was anything that needed to be addressed this year and next year the fire assessment consultant can look into it.

Ms. Fadely noted that this was the body that created this and they needed to make it go away. Mayor Parrish assured her it would be fixed.

V. CONSENT AGENDA:

1. Authorize the City Manager to finalize and execute a Street Lighting Agreement between the City of Cocoa and Florida Power and Light for the upgrade of street lights on Fiske Blvd from SR 520 to Dixon Blvd, (PW11SL), as it relates to the Fiske Blvd Roadway and Sidewalk Safety Improvements. (PW17SI) Approve a

resolution amending the Fiscal Year 2017 budget. (16-473). (Public Works Director)

2. Approve the expenditure in the amount of $54,320 to Verizon for cell phone and air card services supporting Law Enforcement operations. State Contract number DMS-10/11-008. (16-482). (Chief of Police)

3. Authorize the City Manager to approve and sign a contract with EMA, Inc., to provide Customer Information Services (CIS) and Enterprise Resource Planning (ERP) consulting services under the terms and conditions of Florida Department of Management Services (DMS) contract #: 973-561-010-1 in the amount of $55,000. (16-490). (City Manager)

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the Consent agenda.**

AYES: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

VI. PUBLIC HEARINGS:

1. Ordinance No. 14-2016/2nd Reading: Rezone the subject parcel from RU-2-15 and RU-2-25 (Multiple Family Dwelling Districts) to INST (Institutional). (16-500). (Community Services Director)

City Attorney Garganese read Ordinance No. 14-2016 into the record by title only as follows. He advised that this was the second and final reading of the ordinance and a quasi-judicial issue.

ORDINANCE NO. 14-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATIONS OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 5.88 ACRES, MORE OR LESS, AND LOCATED AT 825 FORREST AVENUE IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A", ATTACHED HERETO, FROM RU-2-15 AND RU-2-25 (MULTIPLE FAMILY DWELLING DISTRICTS) TO INST (INSTITUTIONAL); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mr. Belden noted that staff and the Planning & Zoning Board were recommending approval of the ordinance and offered to answer any questions that Council had.

Mayor Parrish opened the hearing to the public. There being no response, the public portion of the hearing was closed.

* **MOTION by Councilwoman Warner; Seconded by Councilwoman Blanco, to approve Ordinance No. 14-2016 on second and final reading.**

AYES: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

VII. COUNCIL BUSINESS:

1. Consider the reappointment of Mr. Russell Sengel, Mr. Todd Anderson, and Mr. Jack Moore as Regular members of the Planning & Zoning Board through November, 2019. (16-494). (Administrative Services Director)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to reappoint Mr. Russell Sengel, Mr. Todd Anderson, and Mr. Jack Moore as regular members of the Planning and Zoning Board through November, 2019.**

AYES: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Approve a Resolution officially recognizing and declaring a vacancy in Seat 1 of the City Council pursuant to Article III, Section 10 of the City Charter, and providing a procedure to fill the vacancy. (16-506). (City Attorney)

City Attorney Garganese explained the item and noted this resolution was being presented to recognize the vacancy and that it placed duty on City Council to fulfill the vacancy on Seat 1 within the next two regular council meetings. Those meetings are December 13, 2016 and January 10, 2017.

He pointed out that the Resolution reads that the Clerk will commence public notice and Council will proceed to fill the vacancy. The application deadline is

Monday, November 28, 2016 at Noon. Applications will be forwarded to Council members at that time for review.

All of the necessary forms and application are updated and we intend to utilize those forms to fill this seat, just as was done with the Seat 4 vacancy. Application packets can be picked up in the Clerk's office starting tomorrow.

City Attorney Garganese mentioned that the first opportunity for appointment would be December 13, 2016 and if it was done at that meeting the swearing n could take place at the end of the meeting.

Mayor Parrish announced that he was for the same process and if a special election was held, it was the taxpayer's money. Plus, being on an off election year there could be an abundance of applicants. If the person wants to run again in two years, then they could. He would rather do what they did for the District 4 seat.

Councilwoman Warner reminded Council that they were obligated under the Charter to fill the vacancy without doing a special election.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve a Resolution officially recognizing and declaring a vacancy in Seat 1 of the City Council pursuant to Article III, Section 10 of the City Charter, and provide a procedure to fill the vacancy.**

AYES: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

VIII. CITY BUSINESS:

1. Approve Resolution No. 2016-119 amending and restating Resolution No. 2016-45 in its entirety; authorizing and approving the negotiated sale of not to exceed $9,000,000 City of Cocoa, Florida Special Assessment Revenue Bonds, Series 2016, for the acquisition and construction of three (3) new fire station facilities and other equipment related to fire protection and suppression services and to authorize the City Manager to sign all contracts and documents related to the issuance of the Special Assessment Revenue bonds, Series 2016. (16-478). (City Manager)

City Manager Titkanich presented the item and pointed out that this item was no different than the item done a few weeks ago. He explained what the resolution entailed. He advised these were being approved in advance and they will receive a price on the bonds on November 29, 2016. The final closing will be on December 30, 2016.

He recognized the bond counsel who were in attendance and pointed out that the bids for the remaining two stations would be brought back at the next meeting.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the item.**

AYES: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Approval of a new Mutual Aid Agreement with the City of Rockledge. (16-493). (Fire Chief)

Chief Prince mentioned that this item was for approval of the new mutual aid agreement between the cities of Cocoa and Rockledge. The agreement has been in place since 1994 and this is updating the mutual response areas. This would renew the agreement for two years. He advised that Rockledge would be taking this agreement for approval at their first meeting in December.

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to approve the item.**

AYES: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Consider a request by Picerne Affordable Development, LLC for a sewer impact fee waiver in the amount of $50,000 or some other form of local government contribution for a proposed low income housing tax credit rental project called The Pointe at London Cove. (16-503). (Community Services Director)

Mr. Belden presented the item and advised that on October 27, 2016, Picerne Affordable Housing Development, LLC, submitted a proposal to the City for a local government contribution in the amount of $50,000 which is required by the Florida

Housing Finance Corporation's 9% Low Income Housing Tax Credit 2016 Request for Applications.

The name of the development is London Cove. The property consists of approximately 11.5 acres and is contiguous to the Publix at Cocoa Commons The approximate cost of the project is $15,750,000 and there will be 84 total units. 10% of the units would serve extremely low income households of which 5% of the units will serve disabled and the special needs population.

Mr. Belden stressed that if City Council desired to consider a sewer impact fee waiver such action shall require the affirmative vote of at least four (4) members of Council in accordance with Resolution 98-2, which was approved on January 13, 1998.

He explained the resolution in detail which provides for a sewer impact fee waiver. He advised that it does allow, in very limited circumstances, the City to reduce or waive the imposition of any rates, fees, charges or assessments for individual users located within the City limits of any component or components of the Water and Sewer System if the City determines and finds that it is in the best interest of health, safety and general welfare of its citizens to grant such reduction or waiver.

Specifically, the covenant requires that the waiver or reduction of such rates, fees, charges or assessments will require prior findings of the Council that: 1) such action will result in a substantial increase in the City's tax base or offer additional jobs to the citizens of the City, and 2) such action will not impair the City's ability to meet the covenants in the Resolution. Such action shall require the affirmative vote of at least four (4) members of Council.

Mr. Belden mentioned that it has been long identified that the City needed to attract a diversity of housing choices with an emphasis on market rate and /or mixed income housing, to stabilize local housing market conditions.

Moreover, at this time, staff did not feel that the developers have provided sufficient information and data in a timely manner to allow for the City staff to adequately evaluate the propriety of the developer's proposal. The data provided was for Brevard County and not specific to the City of Cocoa.

Additionally, Mr. Belden pointed out that staff does not believe that the project will result in a substantial increase in the City's tax base and permanent jobs created would not be significant. In all likelihood it would only be temporarily construction

jobs (if the developer hires Cocoa residents). Furthermore, staff believes that approving the request would not impair the City's ability to meet the covenants in the enabling Resolution, but approval would require the affirmative vote of at least four (4) members of City Council.

Todd Wind, Vice President with Picerne Development Corporation of Florida, provided a brief presentation[2] on The Pointe at London Cove. He pointed out that they were providing a impact fee waiver in the amount of $50,000.

Mr. Wind provided a background on their real estate group and provided a background on the proposed project.

He discussed the benefits that it would bring to the City of Cocoa such as impact fees, permit fees, water/sewer connection fees, temporary construction jobs, permanent management, leasing and maintenance jobs, and ongoing property taxes.

Additionally, brand new quality affordable housing using would be brought into the city and he provided further data on affordable housing.

Lastly, Mr. Wind provided a site plan on the project.

City Manager Titkanich advised a lot of the data in the submittal pertained to Brevard County. He believed that the City has more than its fair share of affordable housing and had been working very hard with Code Enforcement and Public Safety to prevent the future spread of slum and blight. He further reminded Council of the purchase of properties in Diamond Square.

Addition, he pointed out that the City had two tax credit projects in the City. He discussed his reasoning behind why did not feel the project was beneficial to Cocoa and also felt that it would not be a substantial increase to Cocoa's tax base.

Deputy Mayor Boisvert concurred with City Manager Titkanich and also agreed that they do not need any more low income housing.

Councilwoman Blanco asked for clarification on other projects in Cocoa. In response, City Manager Titkanich advised that the projects were Clearlake Isles, Oak Meadows (annexed into the City), and Cocoa Lakes. Clearlake Isles was the only non-completed low income project.

[2] EXHIBIT B: The Pointe at London Cove presentation

Councilwoman Warner had always been an advocate for affordable housing and Cocoa has always had more than its fair share of affordable housing. She was always hesitant to approve strictly low income housing. The project on Clearlake is for senior living so it was a little different. She believed that Cocoa was lacking nice, market rate apartments. There are none in the City. She believed that if efforts were not concentrated in those areas, housing in Cocoa will never improve. Additionally, in the area of the proposed project, many of those people will need transportation and that is not a convenient area for low income residents. She is not in favor of it.

Mayor Parrish felt that Cocoa had too much low income housing but he could not blame anyone for wanting to develop here. The City was not going in that direction and the citizens want less of it and District 3 is the growth corridor. He is not in favor of it.

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to deny the request.**

NOS: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

4. Approval to apply for a Department of Homeland Security Assistance to Firefighters Grant to purchase Mobile Date Computers and software to improve in the appropriate dispatch of fire units and capture critical information during and after emergency responses. (16-504). (Fire Chief)

Chief Prince presented the item and advised that the grant amount would be for $105,000 and would require a 5% match from the City.

* **MOTION by Deputy Mayor Boisvert; Seconded by Mayor Parrish, to approve the item.**

AYES: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

1. Fire Incident Summary Report for September, 2016. (16-480). (Fire Chief)

2. Fire Incident Summary Report for October 1, 2015 thru October 1, 2016. (16-481) (Fire Chief)

3. New Local Business Tax Receipts. (16-501). (Community Services Director)

X. REPORTS:

Ms. Gemmati reminded everyone that the last day to sign up the Toy Drive was Thursday, November 10, 2016 in the City Clerk's office.

Additionally, she pointed out that all of the interlocal agreements for the sharing of the health center had been approved by the other cities.

Mr. Belden provided an update on the Code lien forgiveness for Wanda Betourd. She had $1,000 balance and made the final payment well before the due date. She is free and clear of the lien.

He further pointed out that November 12th was the KBB River Fest and John Michael Montgomery would be on stage. There would be things for kids to do and food vendors.

Chief Prince announced that the firefighters have started the turkey dinner program and sign ups began November 1st. There were about 85 signed up so far. Dinners would be handed out on November 21st and they are accepting donations of frozen turkeys.

Mr. Wegerif mentioned that staff had met with Waste Management after they came to the City to modify some of their routes. They wanted to change pick up dates from Tuesday/Thursday to Monday/Friday. The changes would take place December 5th and all customers would get a card in the mail regarding the changes.

Mr. Wegerif pointed out that the bridge was still being worked on after a status update was requested by Mayor Parrish.

City Attorney Garganese introduced Attorney Kristin Eick who would be working alongside Attorney Garganese. City Council welcomed her.

City Manager Titkanich provided an update on the concerns for lighting in the village and requests for t-dock reservation for the Sail to the Sun Rally. Some of the lights are already up and running. Additionally, Assistant City Manager Fuhrer has coordinated with the county for repairs to the t-dock and signage for the reservation during the Sail to the Sun Rally.

He sadly announced that two friends of the City of Cocoa had passed away over the weekend. Hank Rowan worked for the City for 21 years. He was a dedicated, faithful servant, father, and husband.

Andy Klutz was a V-Cop and many knew him. Chief Cantaloupe sent out information earlier in the day with his funeral arrangements.

In closing, he thanked all for coming to the Fall Festival. There were approximately 6800-7000 people downtown. He thanked Community Services, Leisure Services, and local churches who came together for the event. The dunk tank raised money for the food drive and it was a good time for all.

Councilwoman Blanco thought that the festival was a huge success and the turnout was phenomenal and judging the costume contest was great fun.

She reminded all to get out and vote tomorrow if they had not done so already. Councilwoman Warner advised that Mr. Sinclair would be dropping off 15 turkeys for the Fire Department's Turkey Drive and needed an officer to come by and pick up 10-15 boxes of stuff for the thrift store.

She concurred that the fall festival was exceptional and probably the best one yet. She thanked Mr. Sinclair who donated two grocery carts full of food so that people could dunk the City Manager for free.

Councilwoman Warner was looking forward to the festival next year. The costume contest was a hard decision as there were some amazing costumes and 169 kids entered. She further thanked church members who came and helped from the local churches.

Mayor Parrish spoke and felt that it had been a good four years. He would be at Ryan's tomorrow night at 7 p.m. and invited all to come down. It had been a

pleasure working with everyone and knows that he does things a little different, but believed that it has been a good four years. He is in acceptance of whatever the outcome might be.

City Manager Titkanich congratulated Cocoa High School on their win against Rockledge for the 11th year in a row. He wished them well as they venture into the playoffs.

Deputy Mayor Boisvert spoke of his attendance Friday morning at Crestview Villas were they dedicated a condo to a disabled veteran. He also attended a grand opening at a store on Brevard Avenue and attended an event at Endeavor Elementary on Friday.

XI. ADJOURNMENT.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to adjourn the Special meeting of November 7, 2016.**

AYES: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 7:18 p.m.

_____

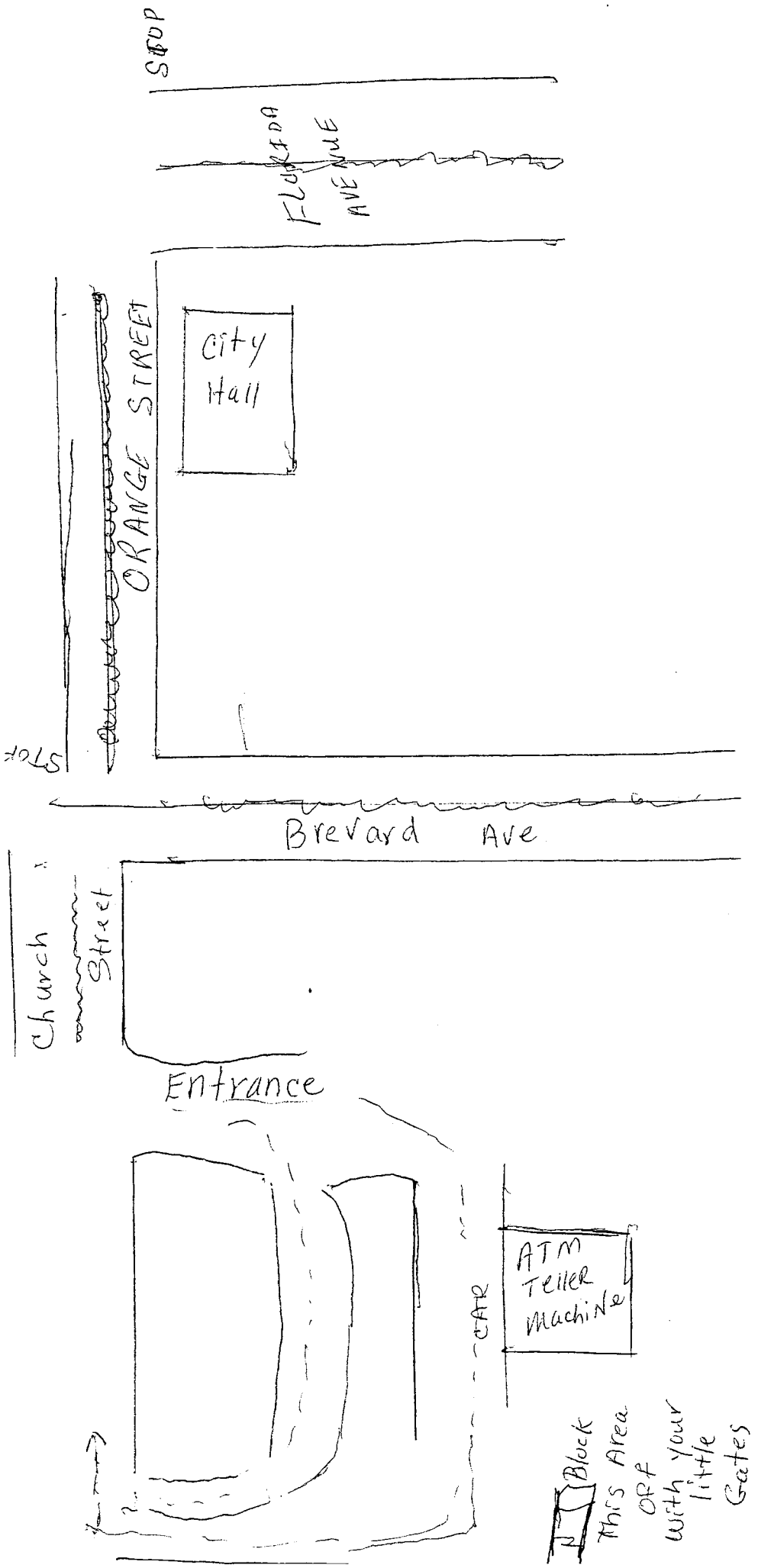
Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

EXHIBIT A: Map submitted by R. Collins



THE POINTE AT LONDON COVE

Local Government Contribution Request

Presented By:
Todd Wind – Vice President
Picerne Development Corporation of Florida

EXHIBIT B: The Pointe at London Cove Presentation

Request:

- Picerne Affordable Development is hereby requesting a resolution:
  - Amount: $50,000
  - Type: Impact Fee Waiver
  - Purpose: To satisfy the Florida Housing Finance Corporation (FHFC) requirement for a Local Government Contribution to be eligible to receive Federal Low Income Housing Tax Credits (LIHTC)

PICERNE
REAL ESTATE GROUP

Picerne Real Estate Group

- Privately-Owned National Real Estate Firm
- Regional Offices in RI, AZ, PR, and FL
- Fully Integrated Real Estate Company
- Florida Office Specializes in Affordable Housing

PICERNE
REAL ESTATE GROUP

Picerne Real Estate Group

- Over 70 Affordable Properties Under Management (Orlando Office Only)
- Over 40,000 Units Developed & Built Nationwide
- Over 8,000 Units Developed & Built in FL
- Over 700 Employees Nationwide
- Property Management, Development, & Construction Offices Under One Roof

PICERNE
REAL ESTATE GROUP

Benefits to the City of Cocoa

Federal dollars used for local benefits:

- Impact Fees
- Permit Fees
- Water/Sewer Connection Fees
- Temporary Construction Jobs
- Permanent Management, Leasing and Maintenance Jobs
- Ongoing Property Taxes

PICERNE
REAL ESTATE GROUP

Benefits to the Community

Federal dollars used for local benefits:

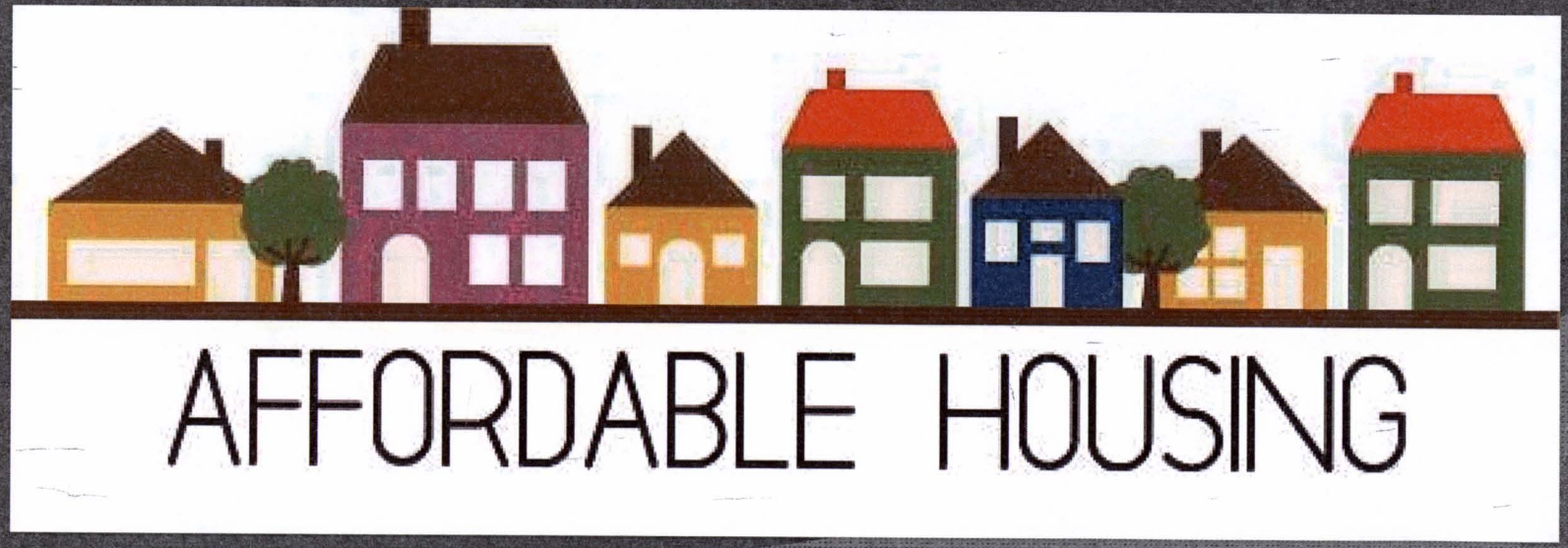
- Brand new QUALITY affordable housing
- Alleviate multiple households sharing the same home
- Single parents, school teachers, firefighters, retail and service industry workers
- Property rents to those already in the community
- Example: The Pointe at Merritt Street

  50% leased within 6 weeks of signage

PICERNE
REAL ESTATE GROUP

Affordable Housing - Definition

- Affordable Housing (per HUD's definition):
  - Housing for which the occupant(s) is/are paying no more than 30 percent of his or her income for gross housing costs, including utilities. (Individuals paying more than 30% are considered "cost-burdened")



PICERNE
REAL ESTATE GROUP

Affordable Housing - Data

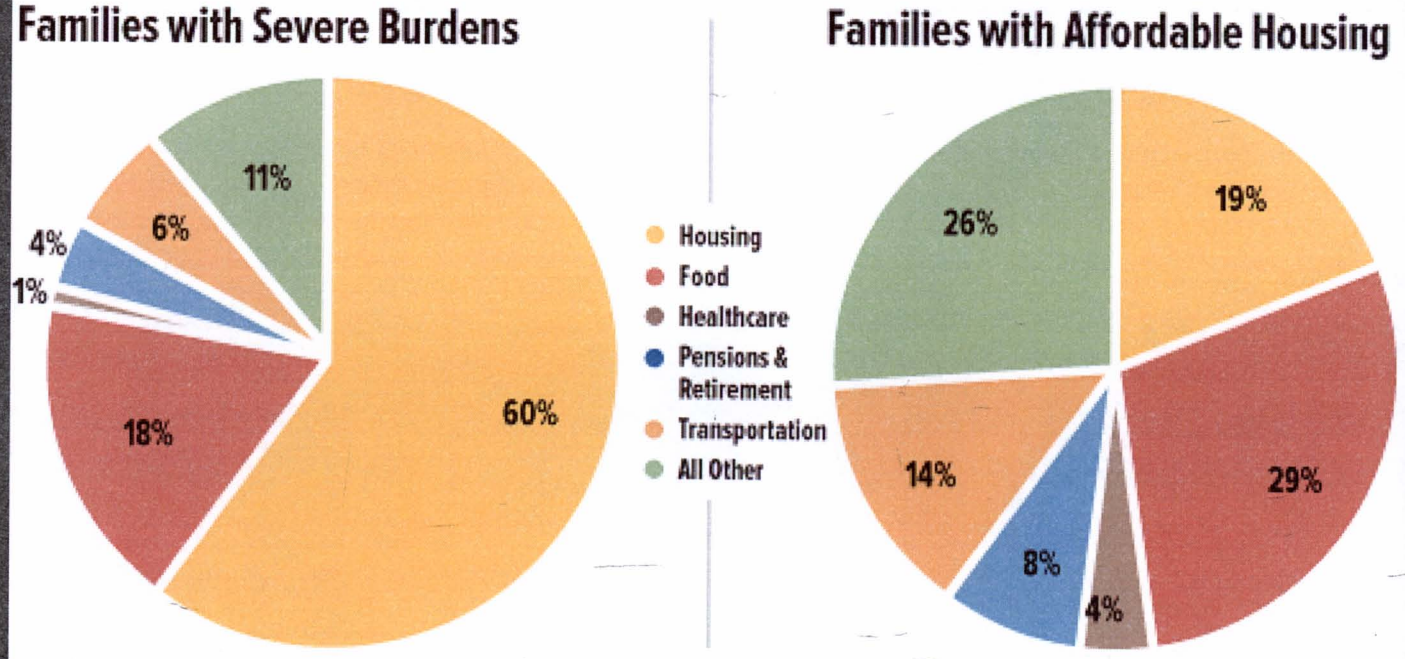
- Cost-Burdened Households
  - By Location:
    - City of Cocoa: 43%
    - Brevard County: 36%
    - State of Florida: 42%
  - By Income within the City of Cocoa:
    - At or below 80% of Area Median Income: 69%
    - At or below 50% of Area Median Income: 77%

PICERNE
REAL ESTATE GROUP

Affordable Housing – Data (cont'd)

Low-income Families with Severe Cost Burdens Have Much Less to Spend on Other Necessities than Those with Affordable Housing

Share of Average Monthly Expenditures for Bottom-Quartile Families with Children



Notes: Expenditure quartiles are equal fourths of all households ranked by total spending. Families with affordable housing (severe burdens) devote less than 30% (more than 50%) of monthly expenditures to housing.

Source: JCHS tabulations of US Bureau of Labor Statistics, 2011 Consumer Expenditure Survey.

PICERNE REAL ESTATE GROUP

Low-Income Housing Tax Credit Program (LIHTC)

- Created by the Tax Reform Act of 1986
- Most important resource for the creation of affordable housing
  - On average 1,420 developments and 107,000 units were placed in service annually between 1995 and 2014.
  - LIHTC program give State Allocating Agencies the equivalent of roughly $8 billion
- Florida Housing Finance Corporation (FHFC) is Florida's State Allocating Agency
- Great public-private partnership program (www.rentalhousingaction.org)

PICERNE
REAL ESTATE GROUP

Low-Income Housing Tax Credit Program (LIHTC)

- Typically serves households at or below 60% of the Area Median Income (AMI)
- FHFC requires developments to also set aside units to serve Extremely Low-Income (ELI) households.
  - ELI level varies based on the County (40% of AMI for Brevard County)

PICERNE
REAL ESTATE GROUP

Brevard County Income & Rent Limits

LIHTC Income Limits for 2016
(Based on 2016 MTSP Income Limits)

	60%	40%
1 Person	24,780	16,520
2 Person	28,320	18,880
3 Person	31,860	21,240
4 Person	35,340	23,560
5 Person	38,220	25,480
6 Person	41,040	27,360

LIHTC Rent Limits for 2016
(Based on 2016 MTSP/VLI Income Limits)

Bedrooms (People)	60%	40%
Efficiency (1.0)	619	413
1 Bedroom (1.5)	663	442
2 Bedrooms (3.0)	**796**	**531**
3 Bedrooms (4.5)	**919**	**613**
4 Bedrooms (6.0)	1,026	684

PICERNE
REAL ESTATE GROUP

Florida Housing Finance Corporation

- Annual Request for Applications (RFA) process
  - Application process is very competitive and the requirements vary
  - Total of 14 RFA's in the 2016 Cycle serving a variety of the population's needs (Elderly, Homeless, Rural Areas, etc.)
  - Majority of LIHTCs are allocated in the "Geographic RFA's"
    - RFA 2016-110: Housing Credit Financing for Affordable Housing Developments located in Medium and Small Counties
    - Per FHFC, Brevard County is 1 of 27 Medium Counties
    - Roughly 9 developments will be funded
    - Maximum of one development funded per county
- Very Strict Construction & Resident Programs Requirements

PICERNE REAL ESTATE GROUP

Florida Housing Finance Corporation

- Very Strict Construction & Resident Program Requirements (cont'd)
  - Construction
    - Commitment to achieve Green Building Certification from: LEED, FGBC or NGBS.
    - Energy Star Appliances
    - Strict Accessibility requirements
  - Resident Programs
    - After School Program for Children
    - Literacy Training
    - Employment Assistance Program

PICERNE
REAL ESTATE GROUP

Existing LIHTC Portfolio Cocoa

- Currently 1 active LIHTC development within Cocoa, comprising 120 units/ 95% occupied. (3,384 units in Brevard / 97% occupied)
  - One development has recently been funded
    - Clearlake Isles (Elderly) – Clearlake Rd in Cocoa
      - 84 units
      - Elderly Demographic
      - Currently Under Construction

PICERNE
REAL ESTATE GROUP

The Pointe at London Cove – Development Team

- Developer: Picerne Affordable Development, LLC
- General Contractor: Picerne Construction Corporation
- Management Company: Picerne Management Corporation
- Current Status: Proposed
- Estimated Completion Date: March 2019 (first units to be delivered by the end of 2018)

PICERNE
REAL ESTATE GROUP

The Pointe at London Cove –
Location



PICERNE
REAL ESTATE GROUP

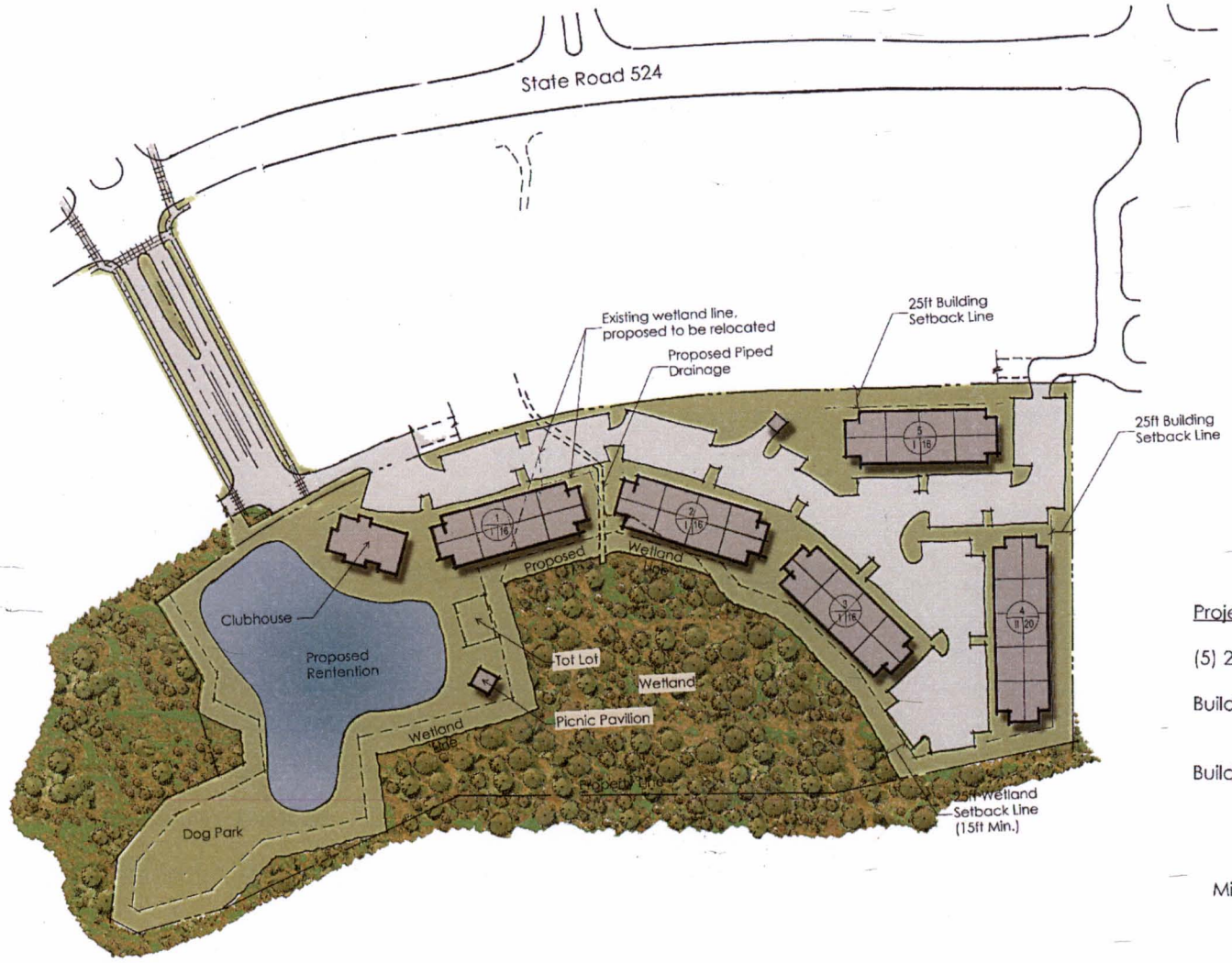
The Pointe at London Cove

Site Aerial



PICERNE
REAL ESTATE GROUP

The Pointe at London Cove



Building Number
Building Type
Unit Count

Project Information:

(5) 2-Story Buildings

Building Type I - (8) 2 Bedroom Units
(8) 3 Bedroom Units
20 Units

Building Type II - (12) 2 Bedroom Units
(8) 3 Bedroom Units
20 Units

84 Units Total for Project
Minimum 2 Parking Spaces per Unit

FORUM
237 S Westmonte Drive · Suite 220 · Altamonte Springs FL 32714
407-830-1400 · www.ForumArchitecture.com · AA32731

Conceptual Site Plan

60' 30' 0 60' 120'

POINTE AT LONDON COVE

02 NOV 2016 · Cocoa, FL

© FORUM ARCHITECTURE & INTERIOR DESIGN INC. This document and its contents is the property of Forum Architecture & Interior Design Inc. and is provided for informational and illustrative purposes only. Use beyond the specifically stated... Any reproduction, transmittal or modification of these documents without expressed written consent from Forum Architecture & Interior Design Inc. is prohibited by law.

The Pointe at London Cove

(product type rendering)

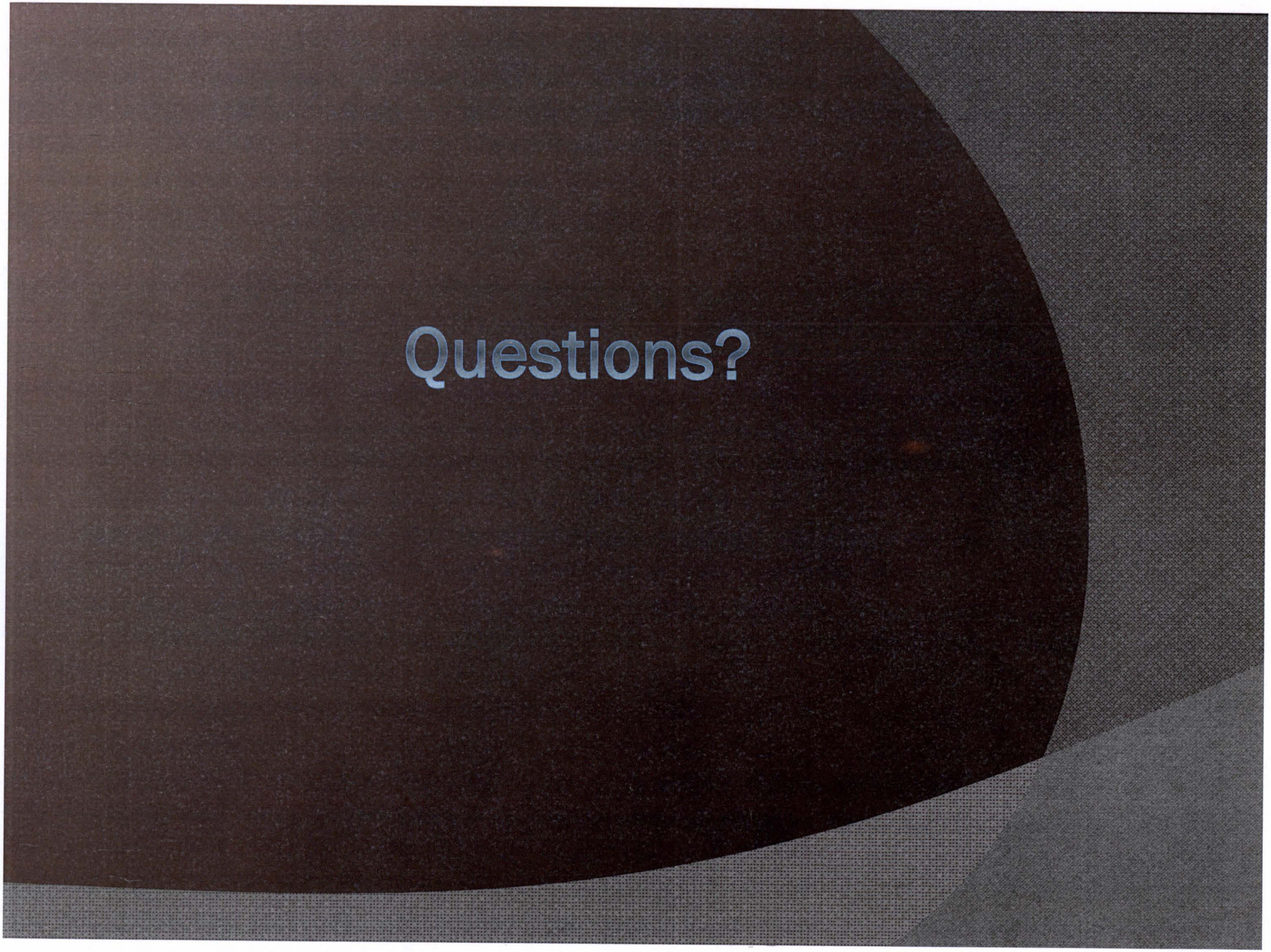


PICERNE
REAL ESTATE GROUP

Request:

- Picerne Affordable Development is hereby requesting a resolution:
  - Amount: $50,000
  - Type: Impact Fee Waiver
  - Purpose: To satisfy the Florida Housing Finance Corporation (FHFC) requirement for a Local Government Contribution to be eligible to receive Federal Low Income Housing Tax Credits (LIHTC)

PICERNE
REAL ESTATE GROUP


Questions?

Legislation Details (With Text)

File #:	16-561	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	12/5/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	Approve the Minutes of the Special meeting of November 21, 2016, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-21-16 Minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 5, 2016
Agenda Date: December 13, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Special meeting of November 21, 2016, as written or with amendments

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Special meeting of November 21, 2016, as written or with amendments.

MINUTES

CITY OF COCOA
SPECIAL MEETING OF THE CITY COUNCIL

November 21, 2016

A Special City Council meeting was held on Monday, November 21, 2016 at 10:00 a.m. in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 10:03 a.m.

City Manager Titkanich provided the invocation and Deputy Mayor Boisvert led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Henry U. Parrish III	Mayor
	Don Boisvert	Deputy Mayor
	Jeri Blanco	Councilwoman
	Brenda Warner	Councilwoman
	Anthony Garganese	City Attorney
	John Titkanich	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Steve Belden, Community Services Director; Gene Prince, Fire Chief; Mike Cantaloupe, Chief of Police; Teri Butler, Finance Director; Gary Palmer, Facilities Manager; Tre Folston, Helpdesk Support Tech; Jonathan Lamm, Deputy Fire Chief; Samantha Senger, PR Specialist; and John Hankins, Major.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Special Meeting of November 21, 2016 (16-520)

2. Minutes: None

* **MOTION by Deputy Mayor Boisvert; Seconded by Warner, to approve the Agenda for the Special meeting of November 21, 2016.**

AYES: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

City Manager Titkanich advised that for record, there were no Minutes to approve.

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

Brad Whitmore, 351 Rockledge Drive, and representing HCVA, thanked Council for the lighting in Lee Wenner Park and spoke about the Sail to the Sun Rally. He further requested extra police presence during the event and invited all to the Mayor's reception at the Parrish Grove Inn on Saturday night, November 3rd. The Mayor would be the keynote speaker. He mentioned that electronic invites would be sent out soon. He wished everyone a happy holiday and noted that thousands of boats do this trip annually so there could be possibly over 10,000 boats heading to south Florida and beyond.

Assistant City Manager Fuhrer noted that they spoke with the county and received authorization to post signage again this year. Additionally, the Cocoa lettering is up on the bridge overpass, in the center coming north or south. The contractor is still working for a month or so but letters are now up.

V. CONSENT AGENDA:

None.

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Resolution Certifying the Results of November 8, 2016 General Election. (16-522). (Administrative Services Director)

   Ms. Gemmati presented item pointing out that the City Clerk had updated the item with official results. The Mayor's votes went up by 1, giving him a total of 5,407 votes and Dontavious "Tay" Smith a total of 2,181 votes.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the Resolution.**

   AYES: Parrish, Boisvert, Blanco, Warner

   THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Reaffirmation of District 2 Council Member-Brenda Warner. (16-524). (City Clerk)

   The City Clerk reaffirmed Councilwoman Brenda Warner.

3. Reaffirmation of District 3 Council Member- Don Boisvert. (16-525). (City Clerk)

   The City Clerk reaffirmed Councilman Don Boisvert.

4. Reaffirmation of Mayor- Henry U. Parrish III. (16-526). (City Clerk)

   The City Clerk reaffirmed Mayor Henry U. Parrish III.

   Councilwoman Warner thanked all for being in attendance and for their trust in her. She looked forward to what they could accomplish in the next four years. This is the last four year term for all three of them.

   Deputy Mayor Boisvert also thanked all of those who came and noting it had been a great last six years and he looked forward to another four years.

   Mayor Parrish thanked all for coming and thanked the citizens of Cocoa for bringing him back. He pointed out that he had opposition and that opposition was not serious.

   His goals for this next term were to do many more public projects, redevelopment, and work on blighted areas. He also would like to work with Rockledge and do more sharing since they are Cocoa's sister city. He mentioned the Joe Lee Smith Center for Justice, Moore Center, and Jewel and Leon Collins Center, and the need for a parking structure. Having all of this would change the image of the City.

He spoke about his passion to combat crime within the City. He was grateful to be back. In closing, he advised that as policy makers they needed to take the town back, and mentioned that he looked forward to economic development and pushing the City as far as they could.

5. Appointment/Election of Deputy Mayor. (16-514). (Administrative Services Director)

Councilwoman Warner mentioned that this seat normally rotated through Council but with only four of them, she suggested that they either wait to make an appointment after they get their fifth member of Council, or she would personally support reappointing Don Boisvert as a Deputy Mayor. She mentioned that he had the time to fill in for the Mayor and did not feel that Councilwoman Blanco was quite up to the challenge just yet.

Councilwoman Blanco agreed and advised she would prefer not to do it this time around and agreed with Councilwoman Warner on the reappointment.

Mayor Parrish also supported the reappointment.

* **MOTION by Councilwoman Warner; Seconded by Councilwoman Blanco, to reappoint Deputy Mayor Boisvert as Deputy Mayor from November 21, 2016 until November, 2017.**

AYES: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

VIII. CITY BUSINESS:

1. Approve a Resolution to amend the FY2016 budget to cover the increased costs in the Workers' Compensation Fund. (16-479). (Finance Director)

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to approve the item.**

AYES: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

City Manager Titkanich advised that this had been an aggressive year for settling claims.

2. Award Bid # B-16-08-COC, Construction Contract for Fire Stations #2 and #3 Project (CP16F2 and CP16F3), including Bid Alternate #1 for the Expanded Bay at Fire Station #3, to W&J Construction Corporation, of Rockledge, FL in an amount not to exceed $5,180,980; Authorize the City Manager to execute the contract documents with W&J Construction Corporation. (16-498). (Public Works Director)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the item.**

AYES: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

City Manager Titkanich shared that at the last Council meeting Council had approved the resolution for the borrowing of the bond proceeds based on the fire assessment. At the time there was not a rating, but they recently received a rating of A+. This provides a really stable outlook in terms of rating agencies.

3. Approve a FY2017 Budget Resolution to transfer funds from 001-1600-513.39-00 (Contingency) account to 001-3200-515-34-00 (Contract Services), in the amount of $25,000 to provide for additional third party building inspection and plan review services. (16-509). (Community Services Director)

* **MOTION by Councilwoman Warner; Seconded by Councilwoman Blanco, to approve the item.**

AYES: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

4. Approve a Resolution to adjust the FY2016 Budget to cover the costs related to health insurance in the Health Insurance Internal Service Fund and to use Contingency for the Stormwater Fund. (16-515). (Finance Director)

Ms. Butler explained the item noting that this was the first year that the City was fully self-insured. Stormwater was the only account with a deficit. All of the other funds were okay.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to approve the item.**

AYES: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

5. Approve a Brownfields Site Rehabilitation Agreement (BSRA) between the City of Cocoa and Florida Department of Environmental Protection for 300 Brunson Avenue; Authorizing the City Manager to make technical modifications to the BSRA as deemed necessary and to execute the BSRA. (16-516). (Community Services Director)

Mr. Belden presented the item, noting that in 2008 City Council approved the purchase of 300 Brunson Avenue by the Cocoa RDA. On October 15, 2015, the City of Cocoa requested a Phase 1 Environmental Site Assessment on 300 Brunson Avenue through Cardno. The results of Phase 1 indicated a former on-site underground petroleum storage tank and boiler room, and potential for migrating petroleum and solvents contaminants, and pesticides and metals, and recommended a Phase II ESA.

Mr. Belden discussed in detail the results of the Phase II ESA and noted that the City wished to enter into a BSRA with the Florida Department of Environmental Protection. Following the execution of the BSRA, the City would be eligible to participate in the Voluntary Cleanup Tax Credit (VCTC) program.

City Manager Titkanich concurred that the City would be eligible to participate in the credit and they would estimate how much environmental work needed to be done on the property and what it would cost. He noted that this information also pertained to the following item.

*** MOTION by Councilwoman Warner; Seconded by Councilwoman Blanco, to approve the item.**

AYES: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

6. Approve a Brownfields Site Rehabilitation Agreement (BSRA) between City of Cocoa and Florida Department of Environmental Protection for 6 Forrest Avenue; Authorizing the City Manager to make technical modifications to the BSRA as deemed necessary and to execute the BSRA. (16-517). (Community Services Director)

Mr. Belden noted that in July 2016, City Council approved the purchase of 6 Forrest Avenue. On October 15, 2015, the City of Cocoa requested a Phase 1 Environmental Site Assessment (ESA) on 6 Forrest Avenue through Cardno as part of its due diligence for the purchase of the property. The result of Phase 1 indicated a former on-site underground storage tank of unknown content and potential for existing storage tanks, and recommended a Phase II ESA. On February 8, 2016, the City requested a Phase II ESA which revealed two other potential underground storage tanks buried on the site, in addition to low levels of metals, Total Recoverable Petroleum Hydrocarbon (TRPH) and Isopropylbenzene.

He pointed out that the property was scheduled for demolition next week and it was the property owned by Mr. McCarthy.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the item.**

AYES: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

7. Approve a Resolution adjusting the Fiscal Year 2016 budget, to reclassify payroll and operating related changes that resulted in negative wages, benefits, and operating account balances. (16-518). (Finance Director)

Ms. Butler advised that this was for Fiscal Year 2016 cleanup of accounts.

* **MOTION by Councilwoman Warner; Seconded by Councilwoman Blanco, to approve the item.**

AYES: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

8. Approval of a Joint Resolution between the City and the Cocoa Redevelopment Agency approving a Second Modification to an Interlocal Agreement authorizing the re-conveyance of the 300 Brunson Boulevard property from the Agency to the City, and Authorizing the Cancellation in full of the $1.5 million Promissory Note between the City and the Agency. (16-527). (Community Services Director)

Mr. Belden presented the item and reminded Council that this same item had been approved at the Special Cocoa RDA meeting prior to this Special meeting.

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to approve the item.**

AYES: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

None.

X. REPORTS:

Capt. Ed Lanni told all Councilmembers to keep up the good work.

Mr. Sinclair reminded all that Thanksgiving dinner would be held on Thanksgiving Day from 1:30-4:30 p.m. at 1052 Mitchell St.

Mayor Parrish thanked Mr. Palmer and Public Works for the lettering on the bridge.

Chief Cantaloupe reminded Council of the Swearing In Ceremony for a new officer today at 11:30 a.m.

Chief Prince mentioned that the new Fire Inspector, Jennifer McKinney, started work today. He further noted that they handed out about 110 turkeys for Thanksgiving and noted the fire fighters did a good job with that project.

City Attorney Garganese congratulated all of the Council members and mentioned that he looked forward to working with all of them again.

City Manager Titkanich congratulated the Council members and noted that he looked forward to working with all of them again in the next four years. He appreciated their support for staff and looked forward to their collaboration.

He reminded all that Thanksgiving was a few days away and to reach out to let someone know, whether it be a family member, friend, etc. how thankful you are for them. Also, if there is someone who needs help, there are resources available, such as the turkey drive.

In closing, he mentioned that the food drive was in progress so if you can to drop off a can of food to help someone out. The United Way campaign is also coming to an end and a finalized report will be sent out by Ms. Senger.

Councilwoman Blanco congratulated Mayor Parrish on his re-election, along with Deputy Mayor Boisvert and Councilwoman Warner. She looked forward to working with all of them over the next two years. She has a personal goal of making improvements to District 4 during the next two years. The Clearlake Corridor is very busy and she will do her best to improve that. She wished all a Happy Thanksgiving.

Councilwoman Warner mentioned the holiday weekend was approaching and she would be spending Thanksgiving at 1052 Mitchell Street. She thanked Mr. Sinclair for thinking about his neighbors, many of whom have no family or do not have a Thanksgiving while in Florida. All employees of police and fire are welcome to by, as is anyone else from the city. Additionally, if anyone knows of someone who is homebound that can deliver meals, please let her or Mr. Sinclair know.

In closing she spoke about the upcoming Space Coast Marathon and noted that both the Assistant City Manager and City Manager would be participating. Lastly, on a serious note, she mentioned that in the last 24 hours four police officers had been shot. She knows that all officers were on edge and could not imagine how hard it would be to be an officer during this time. She wished all a happy holiday.

Deputy Mayor Boisvert thanked all for coming and looked forward to another four years. He wished all a happy Thanksgiving.

Mayor Parrish acknowledged Mayor Tom Price and Deputy Mayor Pat O'Neal from Rockledge who were both in attendance and mentioned the importance of working together. He further thanked Hope and Jake for coming.

Additionally, he thanked the City Manager for supporting Council and the citizens of Cocoa. He has gone above and beyond what they expected from issues like the hurricane and other events through the years.

In closing, he thanked Council and assured them it would be a better four years than the last.

IX. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to adjourn the Special meeting of November 21, 2016.**

AYES: Parrish, Boisvert, Blanco, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 10:58 a.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	16-560	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	12/2/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	Mayor Parrish official send off to Sister City for trip to Israel and short presentation by Kathy Mardirosian. (Mayor Parrish)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

powered by Legistar™

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	16-557	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	12/1/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	Proclamation recognizing the Retirement of Jack Masson, Director of Brevard County Parks and Recreation. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Jack Masson Retirement.pdf				

Date	Ver.	Action By	Action	Result

powered by Legistar™

CITY OF COCOA FLORIDA

PROCLAMATION

WHEREAS, *Jack Masson has lived in Brevard County for most of his life graduating from Melbourne High School and Brevard Junior College; and*

WHEREAS, *he has been employed with the Brevard County Parks and Recreation Department since 1970 when he began his internship as a University of Florida student in the former Titusville office; and*

WHEREAS, *he has recognized the unique needs of our diverse, coastal, and niche communities; and*

WHEREAS, *as the communities of Brevard grew and expanded, the Parks and Recreation Department also experienced growth; and*

WHEREAS, *he has prided himself on having been able to build the working relationships and friendships with his staff and "teammates" over the years; and*

WHEREAS, *Jack along with his team has cultivated and brought to fruition and completion many projects over many years in Brevard County; and*

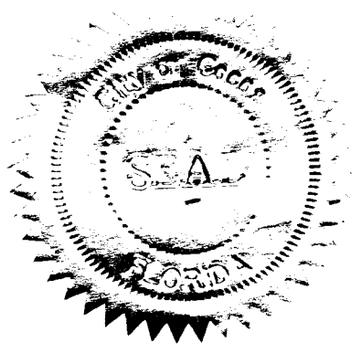
WHEREAS, *he recollects feeling most grateful when the County, by way of voter initiative, was granted several parcels of land along the Indian River Lagoon and beaches that were once designated for public access; and*

WHEREAS, *he feels passionate about new projects and ideas that he may not be delighted enough to see come to fruition prior to his retirement in January, 2017; and*

WHEREAS, *after 47 years of commendable dedication, Jack Masson will retire as Director of Brevard County Parks and Recreation; and*

WHEREAS, *Jack plans to get back to umpiring baseball, spending plenty of time fishing, and giving back to the community.*

NOW, THEREFORE, *I, Mayor Henry U. Parrish III, on behalf of the City Council of the City of Cocoa, Florida extend well wishes and appreciation for nearly five decades of public service, dedication, and professionalism to not only Brevard County, but its citizens and visitors who choose to make Brevard County their home or favorite place to play.*



WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 13th day of December, 2016.

Mayor

ATTEST: _____
City Clerk

Legislation Details (With Text)

File #:	16-339	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	8/8/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	Approve an agreement with Colony Waste Services, LLC regarding the billing and servicing of utility records and collection and remittance of utility receipts; and authorize the City Manager and City Attorney to prepare and execute amendments to the attached agreement or other documents to the extent deemed necessary to reinstate the billing services to the Colony Park development. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa Services Billing Agreement (FINAL) Exhibit A Rates Fees and Charges Effective 10-2016 Exhibit B - billing rates Colony Park Utilities, Inc				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 2, 2016
Agenda Date: December 13, 2016
Prepared By: Jessica Dovale, Utility Customer Service Manager
Through: Teri Butler, CGFO, Finance Director
Requested Action:

To approve an agreement with Colony Waste Services, LLC regarding the billing and servicing of utility records and collection and remittance of utility receipts, and authorize the City Manager and City Attorney to prepare and execute amendments to the attached agreement or other documents to the extent deemed necessary to reinstate the billing services to the Colony Park development.

BACKGROUND:

The City of Cocoa provides billing and collection services to other local jurisdictions for their customer accounts (i.e. sewer, reclaimed water, etc.). The City provides these services to other governmental entities and two private contractors through formal agreements that memorize the terms and conditions of the services to be provided, including current rate charges and the City's fee for providing these services.

Colony Park Utilities, Inc. is a small private sewer utility that provides sewer service to a small manufactured home park on Merritt Island. Colony Park is regulated by the Public Service Commission. On May 11, 2004, City Council approved an agreement with Colony Park Utilities, Inc.

to provide billing services. Under that Billing Services Agreement, the City had been billing Colony Park's private sewer charges on the City's utility bill to mutual customers located at the manufactured home park.

However, in 2012, unbeknownst to the City, Colony Park Utilities, Inc. went into financial difficulties which resulted in the wastewater treatment facility and the manufactured home park to be acquired by a new entity, Colony Park Development Utilities, LLC. Colony Park Development Utilities, LLC did not take an assignment of the Billing Services Agreement with the City.

At such time that the City learned of the acquisition Colony Park Development Utilities, LLC, the City attempted to get a billing services agreement with Colony Park Development Utilities, LLC. In order to continue billing their sewer customers, but Colony Park Development Utilities, LLC declined to enter into such an agreement. Rather, Colony Park Development Utilities, LLC. informed the City that another sale and transfer of the private sewer utility was underway to Colony Waste Services, LLC. and that said transfer was occurring under an escrow arrangement which would delay transfer until such time that the Public Service Commission approved a transfer certificate of the utility. Notwithstanding the escrow transaction, the City Manager directed that the City Attorney's office demand that during this interim escrow period, that either Colony Park Development Utilities, LLC or Colony Waste Services, LLC. execute the billing services agreement provided by the City Attorney's Office or the City will have no choice but to discontinue billing their private sewer customers.

The two companies failed to timely execute an agreement. Therefore, approximately two months ago, the City discontinued billing the private service. However, since then, Colony Waste Services, Inc. has informed the City that they have finally closed on the private sewer utility and that they are prepared to execute the attached City's Billing Services Agreement subject to the City Council's approval of the agreement.

At this time, the City staff is recommending that the City Council approve the Billing Services Agreement. City staff will work with Colony Waste Services, Inc. to reinstate the billing of private sewer services on their behalf. However, this may involve some retroactive billing to customers for past due amounts and services that were received and not billed to customers after the City discontinued billing services to the Colony Park development.

As such, to the extent that the City Manager and City Attorney believe that the Billing Service Agreement needs to be revised to expressly address this contingency or that additional documents must be prepared and approved, City staff is also requesting that the City Council authorize the City Manager and City Attorney to address these contingencies in the best interests of the City.

Lastly, it is anticipated the private sewer treatment facility will be sold by Colony Waste Services, Inc. in the near future. The Billing Services Agreement addresses this contingency and authorizes the future assignment of the Agreement without further approval of the City Council.

This agreement is now presented for the City Council's consideration and adoption.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

RECOMMENDED MOTION:

To approve an agreement with Colony Waste Services, LLC regarding the billing and servicing of utility records and collection and remittance of utility receipts, and authorize the City Manager and City Attorney to prepare and execute amendments to the attached agreement or other documents to the extent deemed necessary to reinstate the billing services to the Colony Park development.

AGREEMENT

THIS AGREEMENT, made and entered into on the last date entered below, by and between the **CITY OF COCOA**, a Florida municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "Cocoa", and **COLONY WASTE SERVICES, LLC,** a Florida limited liability company, hereinafter referred to as "Colony Waste."

W I T N E S S E T H:

WHEREAS, Colony Waste represents and warrants that it currently has an equitable or legal ownership interest in and operates a private sanitary sewage treatment system for the residents of Colony Park a manufactured housing subdivision within central Brevard County, Florida, and has the right retain all revenue, provide for all expenses, and maintain the private sewage treatment system, and

WHEREAS, Cocoa currently owns and operates a water works supply and transmission system within central Brevard County, Florida for the purpose of furnishing water to its customers, including customers located in Colony Park subdivision; and

WHEREAS, Cocoa has the capability and facilities to economically bill and collect sewer charges from customers of Colony Waste; and

WHEREAS, Colony Waste desires to enter into an agreement with Cocoa to provide for the collection of sanitary sewer service charges from its customers located within the Colony Park subdivision; and

WHEREAS, the execution of this Agreement will mutually benefit the parties and the residents of Brevard County, Florida.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the sufficiency of which is acknowledged by the parties hereto, it is mutually agreed as follows:

1. Recitals.

Each and all of the foregoing recitals are hereby incorporated herein and declared to be true and correct.

2. Collection of Charges.

Cocoa hereby agrees to collect all sewer charges due from Colony Waste's customers in the Colony Park subdivision. Said charges will include current as well as past due charges, and will be collected on a monthly basis in accordance with policies and procedures adopted by Cocoa in consultation with Colony Waste. A set of current policies and procedures to be utilized by Cocoa in the collection of said accounts is attached hereto as **Exhibit "A"** and made a part hereof by this reference. Cocoa reserves the right to unilaterally amend the policies and procedures

contained in **Exhibit "A."** However, Cocoa agrees to provide Colony Waste a copy of any amendments to such policies and procedures. In the event of any conflict between the policies and procedures attached hereto as **Exhibit "A"** or any amendment thereto and the terms of this Agreement, the terms of this Agreement shall control. All sewer charges for Colony Waste sanitary sewer service shall be separately itemized and included on monthly water bills issued by Cocoa to its customers, or, if said person is not on Cocoa water, by separate monthly billing prepared by Cocoa for said purpose.

3. Service fee.

In consideration of the services to be provided and performed by Cocoa, Colony Waste agrees to pay to Cocoa an amount per customer account computed as follows: For sanitary sewer service, a flat fee of $1.06 per month, per account billed. This rate will be increased to $1.07 effective _____ without any further notice to Colony Waste.

It is hereby agreed and understood that Cocoa retains the right to change the billing rate hereinabove set forth; provided, however, that in no event shall Colony Waste be liable for any increase in said billing rate except upon written notice thereof to be provided at least thirty (30) days prior to the effective date of said increase.

4. Customer List/Rates.

Colony Waste represents and warrants that the initial billing rates are set forth in the schedule of rates attached hereto as **Exhibit "B"** and incorporated herein by this reference, and that Colony Waste is authorized by the Public Service Commission to charge said rates. Colony Waste shall have a continuing obligation and sole responsibility for providing Cocoa with any updated or modified rates agreed to or imposed by the Public Service Commission. In no event shall Cocoa charge or assess any rate, fee, charge or penalty to any customer unless specifically set forth in **Exhibit "B"** as may be amended, or as may otherwise be provided herein. In consideration of the requirements of Chapter 180, Florida Statutes, regarding notice of change of utility rates, Colony Waste agrees to provide to Cocoa written notice of any changes in said rates at least sixty (60) days prior to the effective date thereof and will be solely responsible for all costs incurred by the City and attributable to providing notice of the new rate schedule. Cocoa shall remit the proceeds of the collections less the service fee from the monthly service charges and arrears, at least monthly no later than the 15th day of each month following receipt of same, to the following entity, person and address:

Colony Waste Services, LLC
Attention: Joseph Foody, Manager
161 SW 11 Ct.
Boca Raton, Florida 33486
561-926-4858

At any time, via written notice to Cocoa as provided for in Section 8 herein, Colony Waste may unilaterally change the name of the entity and/or person, and the address, which is to receive the monthly payments from Cocoa indicated within this section.

Cocoa shall maintain a strict accounting of all deposits and the amount due each customer. Cocoa shall provide the following reports monthly to Colony Waste:

A. Receivables report; and

B. Billing register.

In addition, the City may provide additional information requested in writing by Colony Waste or its authorized representative.

In the event of partial payments of bills by customers utilizing both Cocoa water and Colony Waste sanitary sewerage, all amounts received shall be applied first to delinquent billings and then to current charges in the following order: Cocoa water and service charges, hydrant service charge, and Colony Waste sewerage and other Colony Waste charges. Cocoa does not guarantee or warrant in any respect that customers of Colony Waste will remit the payments that are due Colony Waste.

5. Billing Adjustments.

Normal billing adjustments to customer accounts shall be made by Cocoa without prior approval by Colony Waste, in accordance with the "Adjustments - Classification and Use" section set forth in **Exhibit "A."**

Authorization for new accounts, deletion of existing accounts and adjustments not involving normal billing adjustments set forth in **Exhibit "A"** shall be made by Cocoa solely upon written notification from Colony Waste or its designated representative.

6. Disconnect/Interrupt Service; Indemnification; Collection.

Cocoa hereby agrees to disconnect or interrupt water service to property subject of this Agreement for nonpayment of Colony Waste sanitary sewerage service charges and to refuse to connect or reconnect such services until said delinquency has been eliminated. The disconnection of water service solely for nonpayment of Colony Waste sanitary sewerage service charges shall be made by Cocoa without prior approval by Colony Waste.

In addition to the foregoing, Cocoa may at its discretion employ the services of a third-party collection agency for the collection of any delinquent account. Any costs incurred through the employment of such collection agency shall be borne solely by the delinquent customer, and is to be collected prior to reconnection of any utility service contemplated hereunder.

In the event any suit or cause of action is brought seeking enjoin Cocoa from discontinuing or interrupting water service, or seeking to recover damages against Cocoa as a result of Cocoa's discontinuance or interruption of water services, where said interruption occurred solely to enforce nonpayment of Colony Waste sanitary sewer service charges, Colony Waste agrees to indemnify and hold Cocoa harmless for any and all expenses incurred in defending such suit and for any

damages that are assessed against Cocoa in any such suit by a court of competent jurisdiction, provided that Cocoa shall promptly notify Colony Waste of such action.

7. Term of Agreement.

The initial term of this Agreement shall be from the date of execution by both parties through _____. This Agreement shall be automatically renewed for successive one (1) year periods commencing on _____ of the applicable year and terminating on September 30 of the following year unless otherwise terminated by either party. This Agreement may be terminated for convenience by either party upon forty-five (45) days' notice of the other party, or for cause based upon a breach of any material term or condition set forth in this Agreement. However, before this Agreement is terminated for cause, the non-breaching party shall provide the other party prior written notice of said breach and at least a fourteen (14) day opportunity to cure the breach before electing to terminate this Agreement.

8. Notice.

All notices, demands, requests, instructions, approvals, and claims shall be in writing. All notice of any type hereunder shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

TO Cocoa: City of Cocoa
c/o City Manager's Office
65 Stone Street
Cocoa, Florida 32922

TO Colony Waste: Colony Waste Services, LLC
Attention: Joseph Foody, Manager
161 SW 11 Ct.
Boca Raton, Florida 33486

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery or first class U.S. mail, postage prepaid, as addressed above. Notice shall be deemed to have been given and received on the date the notice is mailed, if given by certified mail, return receipt requested, postage prepaid, as addressed above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

9. Authority and Assignment

Each party hereto represents and warrants to the other that they have full power and authority to enter into this Agreement. Colony Waste and the undersigned representative of Colony Waste further represents and warrants that Colony Waste has an equitable or legal ownership interest in the sanitary sewage treatment system, and has the right to operate said system

for the residents of Colony Park, and that Colony Waste has the right to impose the sewer charges which Cocoa will invoice the residents pursuant to this Agreement. Colony Waste and the undersigned representative of Colony Waste understand and agree that Cocoa is relying solely on the aforesaid representations and warranties as a basis for entering into this Agreement with Colony Waste. Colony Waste shall indemnify, hold harmless, and defend the City, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of or resulting from: (i) Colony Waste's performance required under this Agreement; (ii) any inaccuracies contained in the aforesaid representations and warranties or the rates set forth in **Exhibit "B"**; and (iii) any error, omission, negligent act, failure to act, malfeasance, misfeasance, misrepresentations, conduct, or misconduct of Colony Waste and its agents, servants, officers, officials, employees, or subcontractors. This paragraph shall survive termination of this Agreement.

In the event that Colony Waste desires to transfer ownership of the private sanitary sewage treatment system, or Colony Waste no longer has the right to operate said system for the residents of Colony Waste, this Agreement may be assigned by Colony Waste to the new owner or operator of said system upon prior written consent of the City. However, before said assignment becomes effective, the new owner or operator shall be required to execute and deliver to the City a written assignment of this Agreement agreeing to be fully bound by the terms and conditions herein.

10. Insurance Requirement. During the term of this Agreement, Colony Waste shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect Colony Waste from claims for damages which may arise from the ownership, use, operation, or maintenance of the private sewer system referenced hereunder, whether such operations be by Colony Waste or by anyone directly or indirectly employed by Colony Waste. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to Cocoa thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the Cocoa in the event of cancellation or modification of any stipulated insurance coverage. Cocoa shall be an additional named insured on stipulated insurance policies, as its interest may appear, from time to time.

11. Miscellaneous provisions.

A. This Agreement may only be modified, amended or altered if the terms or conditions are contained in a written document executed by each of the parties hereto with the same formality and of equal dignity herein.

B. If any word, sentence, or paragraph or provision to this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the Parties can be accomplished.

C. This Agreement represents the entire understanding and agreement of the parties.

D. The effective date of this Agreement shall be the date in which the last party hereto executes this Agreement.

E. The laws of the State of Florida shall govern the validity and interpretation of this Agreement. Venue shall be in Brevard County, Florida for any action filed in state court and in Orlando, Florida for any action filed in federal court.

F. Both Cocoa and Colony Waste have participated in the drafting of all parts of this Agreement. As a result, it is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as drafter.

G. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

H. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Cocoa and Colony Waste.

I. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This section shall survive termination of this Agreement.

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

WITNESSES

_____
Print Name/Title: _____

_____
Print Name/Title: _____

COLONY WASTE SERVICES, LLC

By:_____
Joseph A. Foody, Manager

Date: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by Joseph A. Foody, Manager of Colony Waste Services, LLC, who executed the foregoing instrument and acknowledged before me that the same was executed for the uses and purposes therein expressed and ❑ who is personally known to me or ❑ who has produced _____ as identification and who did not take an oath.

(NOTARY SEAL)

_____
Notary Public Signature

ATTEST:

_____
Carie Shealy, City Clerk

CITY OF COCOA, FLORIDA:

By: _____
Henry U. Parrish, III, Mayor

Date: _____

CITY OF COCOA UTILITIES HANDBOOK
EXHIBIT A
RATES, FEES, AND CHARGES

(A) WATER SERVICE AND CONSUMPTION CHARGES

1. Fixed monthly charge. *Effective 10/01/16*

	Inside Cocoa	Outside Cocoa
0.75 inch meter	$14.34	$15.77
1.00 inch meter	$34.72	$38.19
1.50 inch meter	$62.98	$69.28
2.00 inch meter	$157.54	$173.29
3.00 inch meter	$378.17	$415.99
4.00 inch meter	$567.26	$623.99
6.00 inch meter	$1071.54	$1178.69
8.00 inch meter	$1489.17	$1638.09
10.00 inch meter	$1906.63	$2097.29

2. Usage rate per thousand gallons. *Effective 10/01/16*

	1st Tier	2nd Tier	3rd Tier	4th Tier
Inside Cocoa	$2.98	$5.71	$7.44	$10.03
Outside Cocoa	$3.28	$6.28	$8.18	$11.03
0.75 inch meter	0-6	7-12	13-24	over 24
1.00 inch meter	0-15	16-30	31-60	over 60
1.50 inch meter	0-42	43-84	85-168	over 168
2.00 inch meter	0-102	103-204	205-408	over 408
3.00 inch meter	0-420	421-840	841-1680	over 1680
4.00 inch meter	0-690	691-1380	1381-2760	over 2760
6.00 inch meter	0-3300	3301-6600	6601-13200	over 13200
8.00 inch meter	0-12000	12001-24000	24001-48000	over 48000
10.00 inch meter	0-21000	21001-42000	42001-84000	over 84000

(B) FIRE PROTECTION SERVICE CHARGE (monthly rate) *Effective 10/01/16*

	Inside City	Outside City
1. Public fire protection Fire hydrant	$22.59	n/a
2. Unincorporated areas Hydrant charge	n/a	$2.23

3. Private fire protection – includes annual testing of fire line backflow prevention assembly

Size	Inside	Yearly	Outside	Yearly
Up to 4" private fire main	$57.33	$687.96	$63.06	$756.72
6" private fire main	$70.27	$843.24	$77.30	$927.60
8" private fire main	$91.67	$1,100.04	$100.84	$1,210.08
10" private fire main	$113.07	$1.356.84	$124.38	$1.492.56

(C) WATER SERVICE IMPACT FEE *effective 10/01/16*

Effective October 1, 2012, the water impact fee shall be $1,750.00 per equivalent residential connection (ERC). If a single-family residence (SFR) has a physical connection to a live reclaimed water distribution system that serves the entire property at the time the impact fee is due for the property requiring service, the water impact fee is $1,300 per ERC.

Meter Size	ERC	Reclaimed Water Not Available	Reclaimed Water Available
0.75 inch (SFR only)	1.00	$1,750	$1,300
0.75 inch (not SFR)	1.00	$1,750	$1750
1.00 inch	2.50	$4375	$4,375
1.50 inch	6.00	$10,500	$10,500
2.00 inch	13.00	$22,750	$22,750

For meters larger than 2”, the impact fee will be calculated case by case.

Unit description	ERC/unit	Reclaimed Water Not Available	Reclaimed Water Available
Single Family Residence	1.00	$1,750	$1,300
Apartment or Condo: 1 Bath	0.80	$1,400	$1,400
Apartment or Condo: 2 or more Bath	1.00	$1,750	$1,750
Hotel/Motel	0.60	$1,050	$1,050

(D) MISCELLANEOUS WATER SERVICE CHARGES

1. Meter Calibration Charge. Any customer of the City's water service shall be charged to calibrate the customer's meter if the meter is found to be functioning correctly (by registering flows not in excess of 103% of actual use) as follows:

3/4" to 2" meter	$50.00
3" and larger meter	$175.00

2. Temporary Construction Meter Installation Charge. Any customer requiring the installation of a 2" temporary meter for construction purposes on a fire hydrant or water truck shall pay a refundable deposit of $750.00 and a non-refundable installation/relocation charge of $50.00 each time to install or relocate the temporary meter.

3. Temporary Jumper Meter Installation Charge. All new water main extensions require a 3” temporary jumper meter for swabbing, flushing, and testing of the new water main. The developer or contractor shall pay a refundable deposit of $750.00 and a non-refundable installation/ relocation charge of $50.00 each time to install or relocate the temporary jumper meter.

4. Meter Installation Charge. Any residential customer requiring the installation of a new meter shall pay according to the following schedule:

3/4" meter only/existing service line	$260.00
1.0" meter only/existing service line	$320.00
1.5" meter only/existing service line	$560.00
2.0" meter only/existing service line	$650.00

5. Standard Meter Relocation Charge. Any residential customer requiring a standard relocation or adjustment of an existing meter shall pay according to the following schedule:

3/4" meter only/existing service line	$260.00
1.0" meter only/existing service line	$320.00

Meters larger than 1.0" require an estimate from the Engineering Division.

6. Service Line Installation Charge. Any customer requiring the installation of a service line shall pay according to the following schedule:

<u>Short service</u>	
3/4" short service line only	$500.00
1.0" short service line only	$520.00
<u>Long service</u>	
3/4" long service line only	$690.00
1.0" long service line only	$710.00
Directional Push	$420.00
Open cut	estimated by Engineering Division

7. Spray Truck Meter Installation Charge. Spray truck meters are not considered temporary meters. The customer shall pay a non-refundable charge of $315.00 for installation of a meter on a spray truck and a $750.00 refundable deposit. The customer is responsible for providing the current reading to the Customer Service Division monthly for billing. The truck must be made available at least once every three months for an actual reading by the Field Services Division.

8. Meter Change-out Charge. Any customer requiring the removal of a meter and replacement with a meter of a different size shall pay 30.00 for material.
Any customer requiring the removal of a meter found to be functioning correctly that is less than 10 years old and replacement with a new meter of the same size shall pay $100.00 for material and labor plus the meter calibration charge, if applicable.

9. Backflow Prevention Assembly Installation Charge. Any customer requiring the installation of a **reduced pressure** backflow prevention assembly shall pay according to the following schedule:

3/4" meter	$400.00
1.0" meter	$430.00
1.5" meter	$690.00
2.0" meter	$800.00

Any customer requiring the installation of a **double-check** backflow prevention assembly shall pay according to the following schedule:

3/4" meter, residential (new customers)	$160.00
3/4" meter, non-residential	$360.00
1.0" meter	$370.00
1.5" meter	$650.00
2.0" meter	$740.00

NOTE: Larger meters and other installations are estimated on a case-by-case basis. Impact fees and special connection charges for this category are in addition to all other applicable costs listed herein.

10. New Fire Hydrant Charge $175.00
The City recovers the cost of flowing, turning, and painting (finish coat) each newly installed or relocated fire hydrant. The City will flow the hydrant to obtain the initial flow data, turn it to face the direction specified by the fire department of the jurisdiction in which it is installed, and apply the final coat of paint as described in the *Technical Provisions*. This charge covers the City's labor, materials, and equipment.

11. Hydrant Residual Flow Test Charge $100.00
The City charges a hydrant residual flow test charge for any customer requiring such a test. The City will flow the designated hydrant and will provide the customer with the flow and residual pressure information. This charge covers the City's labor, materials, and equipment.

12. Backflow Prevention Assembly Testing & Maintenance Charge (monthly) on non-residential accounts

¾" to 2" backflow prevention assembly	$5.42
3" to10" backflow prevention assembly	$14.60

13. Water Used During Construction Charge
The Tier 1 rate per thousand gallons plus the base rate for a 2" meter at the time the water is used.

14. Plan Review and Construction Inspection Charge $500.00
Exempt from this charge are individual home owners building a single family residence.

15. Fire Line Painting Charge (finish coat) $400.00
The City charges a fire line painting charge for all newly installed and relocated fire lines. The City and/or its contractor will apply the final coat of paint as described in the *Technical Provisions*. This charge covers the City's labor, materials, and equipment.

16. Meter Station Painting Charge (finish coat) $400.00
The City charges a meter station painting charge for all meter stations. The City and/or its contractor will apply the final coat of paint as described in the *Technical Provisions*. This charge covers the City's labor, materials, and equipment.

17. South Mainland Connection Charge
129A $887.98 per ERC
129B $789.77 per ERC

(E) ADMINISTRATIVE CHARGES

1. Non-payment Processing Charge $50.00

2. Meter Removal Charge $150.00

3 Returned Payment $25 if the face value does not exceed $50; $30 if the face value is more than $50 but does not exceed $300; $40 if the face value is more than $300; or 5% of the face amount of the return, whichever is greater.

4. Administrative Service Charge $30.00

5. Tampered Meter Charge $30.00 each instance

6. Unmetered (illegal) Usage Charge
Estimated usage (minimum 100,000 gallons) plus incidental costs

7. Late Payment Charge $5.00 or 1.5% per month (18% per annum), whichever is greater

8. Customer-Requested Re-read Charge $30.00

9. Recording Cost Recovery Charge (Adding and Removing) $10.00 first page; $8.50 each subsequent page
Note: This charge is subject to change, with no action required by City Council, to match Brevard County's fee schedule.

10. Trip Charge (for customer-requested field service)
During business hours $30.00
After business hours $75.00

11. Meter Lock Charge (for use of a padlock) $35.00
(Res. 2007-27 effective March 13, 2007)

12. Telephone (Credit Card) Processing Charge $2.00 per transaction
This charge covers the administrative in-house costs for a customer service representative to process a credit card payment received over the telephone. It does not recover the fee charged by the credit card company.

(F) DEPOSITS

1. Single-family Residential Account and Multifamily Dwelling Account with individual meters: water deposit = $40.00; sewer deposit inside City = $50.00; sewer deposit outside City = $60.00.

2. Commercial and Multifamily Dwelling Account with a master meter (e.g., motel, apartment building, office, trailer park): two and one-half times the average monthly billing based on the previous six months billings.

(G) EXISTING FRANCHISE AGREEMENTS

To the extent that any water rate, fee, or charge adopted by resolution or ordinance of the City Council is in conflict with a rate, fee, or charge set forth in an existing water franchise agreement between the City of Cocoa and any other government entity, the rate, fee, or charge set forth in the conflicting franchise agreement shall apply to customers which are subject to said agreement.

(H) BILLING FEES

The Customer Service Division bills and collects for certain utility services on behalf of other entities in accordance with interlocal agreements. The City charges other entities billing fees for the administrative cost of providing these services. Billing Fees shall be reviewed for adjustment on an annual basis to reflect the change in Consumer Price Index – All Urban Consumers effective on the first day of October each year.

Effective 10/01/16

Billing of 1st service	$1.07/month/bill
Billing of additional services	$0.46/additional service/month/bill

Water, wastewater and reclaimed water fixed monthly charges and usage rates as amended in Resolution 2016-87 Section 4 shall be automatically adjusted annually by a five (5) percent increase to said charges. The annual adjustment shall be effective on October 1 of each year beginning with the first adjustment on October 1, 2016 and ending with the last adjustment on October 1, 2025. Notwithstanding, the annual adjustment permitted under Resolution 2016-87 Section 4 shall be subject to suspension or reduction by the City Council on an annual basis prior to the effective date of the automatic annual adjustment.

Exhibit "B"

COLONY PARK
Effective 2/01/09

RESIDENTIAL

0	$	10.80
1	$	13.68
2	$	16.56
3	$	19.44
4	$	22.32
5	$	25.20
6	$	28.08

$2.88 PER THOUSAND

COMMERCIAL

3/4"	$	10.80
1"	$	27.00
1.5"	$	54.00
2"	$	86.40
3"	$	172.79
4"	$	269.99
6"	$	539.98

$3.46 PER THOUSAND

SEWER CAPS OFF AT 6 THOUSAND GALLONS

Please return to:
Joan Clark, CMC, City Clerk
City of Cocoa
603 Brevard Avenue
Cocoa FL 32922
(321) 639-7555

CFN 2004165049 05-26-2004 08:53 am
OR Book/Page: 5306 / 0172

AGREEMENT

THIS AGREEMENT, made and entered into on the last date entered below, by and between the **CITY OF COCOA**, a Florida municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "Cocoa", and **COLONY PARK UTILITIES, INC.**, a Florida corporation hereinafter referred to as "Colony Park".

W I T N E S S E T H :

WHEREAS, Colony Park currently owns and operates a sanitary sewage treatment system for the residents of Colony Park a manufactured housing subdivision within central Brevard County, Florida; and

WHEREAS, Cocoa currently owns and operates a water works supply and transmission system within central Brevard County, Florida for the purpose of furnishing water to its customers, including customers located in Colony Park subdivision; and

WHEREAS, Cocoa has the capability and facilities to economically bill and collect sewer charges from customers of Colony Park; and

WHEREAS, Colony Park desires to enter into an agreement with Cocoa to provide for the collection of sanitary sewer service charges from its customers located within the Colony Park subdivision; and

WHEREAS, execution of this Agreement will mutually benefit the parties and the residents of Brevard County, Florida.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the sufficiency of which is acknowledge by the parties hereto, it is mutually agreed as follows:

1. Recitals.

Each and all of the foregoing recitals are hereby incorporated herein and declared to be true and correct.

2. Collection of Charges.

Cocoa hereby agrees to collect all sewer charges due from Colony Park's customers in the Colony Park subdivision. Said charges will include current as well as past due charges, and will be collected on a monthly basis in accordance with policies and procedures adopted by Cocoa in consultation with Colony Park. A set of current policies and procedures to be utilized by Cocoa in the collection of said accounts is attached hereto as **Exhibit "A"** and made a part hereof by this

Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 10 #Names: 2
Trust: 5.50 Rec: 41.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

reference. Cocoa reserves the right to unilaterally amend the policies and procedures contained in **Exhibit "A"** however, Cocoa agrees to provide Colony Park a copy of any amendments to such policies and procedures at least thirty (30) days prior to the date of implementation of the same. In the event of any conflict between the policies and procedures attached hereto as **Exhibit "A"**or any amendment thereto and the terms of this Agreement, the terms of this Agreement shall control. All sewer charges for Colony Park sanitary sewer service shall be separately itemized and included on monthly water bills issued by Cocoa to its customers, or, if said person is not on Cocoa water, by separate monthly billing prepared by Cocoa for said purpose.

3. Service fee.

In consideration of the services to be provided and performed by Cocoa, Colony Park agrees to pay to Cocoa an amount per customer account computed as follows: For sanitary sewer service, a flat fee of $0.85 per month, per account billed.

It is hereby agreed and understood that Cocoa retains the right to change the billing rate hereinabove set forth; provided, however, that in no event shall Colony Park be liable for any increase in said billing rate except upon written notice thereof to be provided at least sixty (60) days prior to the effective date of said increase.

4. Customer List/Rates.

The initial billing rate is set forth in the schedule of rates attached hereto as **Exhibit "B"** and incorporated herein by this reference. In no event shall Cocoa charge or assess any rate, fee, charge or penalty to any customer unless specifically set forth in **Exhibit "B"** as may be amended, or as may otherwise be provided herein. In consideration of the requirements of Chapter 180, Florida Statutes, regarding notice of change of utility rates, Colony Park agrees to provide to Cocoa written notice of any changes in said rates at least sixty (60) days prior to the effective date thereof and will be solely responsible for all costs incurred by the City and attributable to providing notice of the new rate schedule. Cocoa shall remit the proceeds of the collections less the service fee from the monthly service charges and arrears to the Colony Park, c/o Eileen G. Rogow, President, at least monthly no later than the 15th day of each month following receipt of same.

Cocoa shall maintain a strict accounting of all deposits and the amount due each customer. Cocoa shall provide the following reports monthly to Colony Park:

A. Receivables report; and

B. Billing register.



CFN 2004165049
OR Book/Page: 5306 / 0173

plus such additional information requested in writing by Colony Park or its authorized representative

In the event of partial payments of bills by customers utilizing both Cocoa water and Colony Park sanitary sewerage, all amounts received shall be applied first to delinquent billings and then to

current charges in the following order: Cocoa water and service charges, hydrant service charge, and Colony Park sewerage and other Colony Park charges.

5. Billing Adjustments.

Normal billing adjustments to customer accounts shall be made by Cocoa without prior approval by Colony Park, in accordance with the "Adjustments - Classification and Use" section set forth in **Exhibit "A".**

Authorization for new accounts, deletion of existing accounts and adjustments not involving normal billing adjustments set forth in **Exhibit "A"** shall be made by Cocoa solely upon written notification from Colony Park or its designated representative.

6. Disconnect/Interrupt Service; Indemnification; Collection.

Cocoa hereby agrees to disconnect or interrupt water service to property subject of this Agreement for nonpayment of Colony Park sanitary sewerage service charges and to refuse to connect or reconnect such services until said delinquency has been eliminated. The disconnection of water service solely for nonpayment of Colony Park sanitary sewerage service charges shall be made by Cocoa without prior approval by Colony Park.

In addition to the foregoing, Cocoa may at its discretion employ the services of a third-party collection agency for the collection of any delinquent account. Any costs incurred through the employment of such collection agency shall be borne solely by the delinquent customer, and is to be collected prior to reconnection of any utility service contemplated hereunder.

In the event any suit or cause of action is brought seeking enjoin Cocoa from discontinuing or interrupting water service, or seeking to recover damages against Cocoa as a result of Cocoa's discontinuance or interruption of water services, where said interruption occurred solely to enforce nonpayment of Colony Park sanitary sewer service charges, Colony Park agrees to indemnify and hold Cocoa harmless for any and all expenses incurred in defending such suit and for any damages that are assessed against Cocoa in any such suit by a court of competent jurisdiction, provided that Cocoa shall promptly notify Colony Park of such action.

7. Term of Agreement.

The initial term of this Agreement shall be from the date of execution by both parties through September 30, 2003. This Agreement shall be automatically renewed for successive one (1) year periods commencing on October 1 of the applicable year and terminating on September 30 of the following year unless otherwise terminated by either party. This Agreement may be terminated by either party upon one hundred eighty (180) days notice of the other party.

CFN 2004165049
OR Book/Page: 5306 / 0174

8. Notice.

All notices, demands, requests, instructions, approvals, and claims shall be in writing. All notice of any type hereunder shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

TO Cocoa:
City of Cocoa
c/o City Manager's Office
603 Brevard Avenue
P.O. Box 1750
Cocoa, Florida 32922

TO Colony Park:
Colony Park Utilities, Inc.
c/o Eileen G. Rogow
8116 Hibiscus Circle
Tamarac, FL 33321



CFN 2004165049
OR Book/Page: 5306 / 0175

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery or first class U.S. mail, postage prepaid, as addressed above. Notice shall be deemed to have been given and received on the date the notice is mailed, if given by certified mail, return receipt requested, postage prepaid, as addressed above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

9. Miscellaneous provisions.

A. This Agreement may only be modified, amended or altered if the terms or conditions are contained in a written document executed by each of the parties hereto with the same formality and of equal dignity herein.

B. If any word, sentence, or paragraph or provision to this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not effect the other parts of the Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the Parties can be accomplished.

C. This Agreement represents the entire understanding and agreement of the parties.

D. The effective date of this Agreement shall be the date in which the last party hereto executes this Agreement.

E. The laws of the State of Florida shall govern the validity and interpretation of this Agreement. Venue shall be in Brevard County, Florida for any action filed in state court and in Orlando, Florida for any action filed in federal court.

F. Both Cocoa and Colony Park have participated in the drafting of all parts of this Agreement. As a result, it is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as drafter.

G. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

H. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Cocoa and Colony Park.

I. Nothing contained in this Agreement shall be construed as a waiver by Cocoa of its sovereign immunity under Section 768.28, Florida Statutes or any other law limiting the liability of Cocoa.

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

WITNESSES

Cindy Gottlieb

Elizabeth Domke

COLONY PARK UTILITIES, INC.

By: Eileen G. Rogow

Eileen G. Rogow, President

Date: 12/29/03

STATE OF FLORIDA
COUNTY OF ~~BREVARD~~ Broward

The foregoing instrument was acknowledged before me this 29th day of December, 2003 by EILEEN G. ROGOW, President of Colony Park Utilities, Inc,. who executed the foregoing instrument and acknowledged before me that the same was executed for the uses and purposes therein expressed and ☐ who is personally known to me or ☑ who has produced FLDL as identification and who did not take an oath.

(NOTARY SEAL)

Notary Public Signature

CINDY GOTTLIEB
Notary Public, State of Florida
My comm. expires July 13, 2007
No. DD 196455

CFN 2004165049
OR Book/Page: 5306 / 0176

ATTEST:

Joan Clark, City Clerk

CITY OF COCOA, FLORIDA:

By: _____
Judy J. Parrish, Mayor

Date: 5/11/04

CFN 2004165049
OR Book/Page: 5306 / 0177

EXHIBIT "A"

Cocoa Collections - Policies and Procedures

In general the City does not reduce charges by adjustment unless the City is at fault either through its equipment or employees. Following is a description of adjustments made by the City:

1. **Billing Corrections.** This type of adjustment reflects the correction of errors made by the City employees or the adjustment of charges due to the failure of City equipment. It includes but is not limited to the following:

    (A) Correction of under/over estimated bills.

    (B) Correction of under/over meter readings.

    (C) Adjustments due to failed meters.

    (D) Adjustments for duplicate billing or unbilled charges.

    (E) Adjustments for delayed meter readings. We attempt to read a customer's meter at approximately the same date each month. Delayed readings may adversely affect a customer that normally runs at or below the minimum. If such a customer has 34 or more days in the billing period, the excess consumption over the minimum may be adjusted to the previous month or to the next billing period.

    (F) Adjustments due to leaks at the meter connection on the customer side of the meter. Normally the dividing line of responsibility is the meter with the customer being responsible for any water registered on the meter whether it is used or lost. Since the City has the right to read and maintain the meter it is possible that such activity could cause a lead on the customer's side at the meter connection. Repairs of this type are reported by job order by City crews and if possible the rate of the leak is recorded. Normally, this type of adjustment is limited to the month in which the lead is discovered. The adjustment is based on past actual average consumption.

2. **Bad Check.** When a bad check is returned an adjustment is made to redebit the customer's account in exactly the same manner as it was credited by the bad check. The check is returned to the customer with a demand for payment including any NSF service charge to be received within ten (10) days from the date of the letter or service may be discontinued. Exception: if the check was for an amount in excess of $200.00 and was used to reestablish service after a previous "cut-off", service will be discontinued the next day.

CFN 2004165049
OR Book/Page: 5306 / 0178

3. **True Adjustments**. This type of adjustment is used to write off or reduce charges where the City employees or City equipment was not in fault. Examples are:

CFN 2004165049 OR Book/Page: 5306 / 0179

(A) When the customer has a leak at such a point that the lost water is not returned to the sewer system to be treated and the loss can be documented by a plumber statement or visually by the City, an adjustment may be made for the sewer charges resulting from the lost water. True adjustments will be made on Cocoa services only.

(B) Where service is discontinued for nonpayment of charges the service charge may be adjusted if the customer can demonstrate by his check stub that he made payment in time to avoid the cutoff but the City failed to receive it.

(C) Any City charge that the Customer Service Section is advised to adjust by our superiors that does not fall into one of the other classifications.

4. **Bad Debts.** This adjustment is used to write off uncollectible accounts or to redebit accounts which were previously adjusted off as a bad debt and were subsequently collected. (See section on Collections - Final Bill Handling.)

5. **Payment Adjustments.** This adjustment should only be used to balance the accounts receivable payment updates with the bank deposit or a special deposit run with the deposit register.

6. **Dummy Adjustments.** This is a one-sided entry which is used to put the book in balance. (See section on Financial Control.)

7. **Cash Transfer Adjustments.** Advance payments and in some instances credit adjustments create overpayments. Cash transfer adjustments are used to move overpayments from one account to another or from one service to another service within the same account.

8. **Other Adjustments.** This classification is received to handle those requests for adjustments received from other private or governmental units for which we bill their services. Any request received from such units should be classified other.

9. **Collections.** Collection of Delinquent Bills.

Bills are due twenty (20) days after the billing date. Failure to receive the bill will not avoid the necessity of payment or discontinuance of service for failure to pay.

If the previous balance is $15.00 or more, the bill will be considered delinquent. Delinquent notices will be sent to all customers with outstanding balances not paid within forty (40) days of the date of the original bill. Delinquent notices carry a past due date that is five (5) days from the billing date of the delinquent bill. If the previous balance on a delinquent statement is not paid by the past due date, service will be discontinued. Once service has been discontinued for non-payment, the full amount

outstanding (current charges plus previous charges plus a late payment charge) must be paid before service will be restored. A delinquent disconnect charge will be included on the next bill.

Certain exceptions to the above rules and payment plans are available on a case-by-case basis.

(A) Customers that have paid "on time" (have not had a delinquent bill) for seven of the past months; and

(B) Customers that have a total bill of less than 50% of their deposit.

(C) Customers in (A) and (B) will not be cut off for nonpayment on that month's delinquent billing. Instead, such customers will be omitted from that month's cut off list. They will appear on the following month's cut off list and they will be turned off at that time if the previous balance is not paid.

(D) The special treatment given to customers in (A) and (B) will not operate consecutively. Customers that have been omitted from the cut off list one month and have still not paid by the next month will be cut off regardless of their previous payment record or of the amount owed in relation to the deposit.

When justified the Customer Service representative is authorized to grant extensions of up to ten (10) days beyond the past due date. Extension beyond ten (10) days must carry the written approval of the Customer Service Manager or the Sr. Customer Service Representative. All extensions will be in writing.

Where we bill and collect for other private or governmental units those units may grant extensions involving their services by way of a written request.



EXHIBIT "B"

SEWER RATES FOR COLONY PARK

Sewer Charges (per 1000 gal)

1.81



CFN 2004165049
OR Book/Page: 5306 / 0181

Sewer S/C Large Meters

.75 inch meter	6.18
1.00 inch meter	15.46
1.50 inch meter	30.92
2.00 inch meter	49.47
3.00 inch meter	98.93
4.00 inch meter	154.58
6.00 inch meter	309.16

Legislation Details (With Text)

File #:	16-495	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/25/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	Approve a Second Amendment to License Agreement with T-Mobile South, LLC, Successor in Interest to APT Tampa/Orlando, Inc. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2nd Amendment Table 1 - Rent Schedule (Payable by T-Mobile) Exhibit 2-A.docx				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 25, 2016
Agenda Date: December 13, 2016
Prepared By: Benjamin M. Hayner, P.E., Engineering Division Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Second Amendment to License Agreement with T-Mobile South, LLC, Successor in Interest to APT Tampa/Orlando, Inc.

BACKGROUND:

The City is party to an existing License Agreement for Wireless Communication Antenna on Existing Water Tower (“Lease”) with APT Tampa/Orlando Inc. dated August 11, 1997, wherein the City agreed to lease certain City property to APT Tampa/Orlando, Inc. for the construction, operation and maintenance of a telecommunications tower.

The Lease was set to expire on July 28, 2012. MD7, on behalf of T-Mobile South, LLC, negotiated with the City to propose a slight reduction in rent obligations and an extension of the Lease for an additional initial term of five (5) years commencing on July 1, 2012, with the option to extend the term for two (2) additional five (5) year terms. On October 26, 2010, Council approved the First Amendment to this Agreement providing for the rent reduction and term extension.

T-Mobile is proposing to add an additional six (6) pieces of equipment to the current Lease to include three (3) antennas and three (3) radios. The additional facilities are the property of T-Mobile and not a third party carrier. Currently, the Lease provides that the City is paid quarterly at $5,500. This amendment will increase the rent by $600 per month making the new quarterly payment $7,300.

Consequently, future billing will be adjusted according to Table 1 (see attachment).

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Rents and Royalties
001-0000-362-00-00
Additional revenue of $7,200 annually

PREVIOUS ACTION:

On October 26, 2010, City Council approved the First Amendment to License Agreement with T-Mobile South, LLC, successor in interest to APT Tampa/Orlando, Inc.

Approval of rental obligation on the existing lease was modified and the rental terms were adjusted to June 30, 2017.

RECOMMENDED MOTION:

To Approve Second Amendment to License Agreement with T-Mobile South, LLC, Successor in Interest to APT Tampa/Orlando, Inc.

Site #: A2C0020A
Market: Orlando

SECOND AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATION ANTENNA ON EXISTING WATER TOWER

THIS SECOND AMENDMENT to License Agreement for Wireless Communication Antenna on Existing Water Tower ("Second Amendment") is made and entered into by and between City of Cocoa, a Florida municipal corporation ("Licensor"), and T-Mobile South LLC**,** a Delaware limited liability company ("Licensee").

Recitals

The parties hereto recite, declare and agree as follows:

A. Licensor and Licensee (or as applicable, their respective predecessors in interest) entered into a License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 11, 1997, amended by that certain First Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 26, 2010 and further amended by that certain Addendum to License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 8, 2014 (collectively, the "License Agreement"), with respect to Premises located at 318 Peachtree Street, Cocoa, FL 32922.

B. Licensor and Licensee desire to enter into this Second Amendment in order to modify and amend certain provisions of the License Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee covenant and agree as follows:

1. Effective on the date that Licensee begins installation of the equipment as specified on the attached Exhibit "2-A", which date Licensee shall notify Licensor in writing, (a) Licensee will have the right to modify its Antenna Facilities as described and depicted on Exhibit "2-A", which is attached hereto and by this reference incorporated herein, and Licensor hereby consents to and approves of the modifications described and depicted on Exhibit "2-A" in all respects, and (b) the Rent that Licensee pays Licensor will be increased by Six Hundred Dollars ($600.00) per month.

2. The terms and conditions of the License Agreement are incorporated herein by this reference, and capitalized terms used in this Second Amendment shall have the same meanings such terms are given in the License Agreement. Except as specifically set forth herein, this Second Amendment shall in no way modify, alter or amend the remaining terms of the License Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the License Agreement and this Second Amendment, the terms and conditions of this Second Amendment will govern and control.

4. Licensor represents and warrants to Licensee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Second Amendment, or if any such third party consent or approval is required, Licensor has obtained any and all such consents or approvals.

SIGNATURES NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective as of the date of execution by the last party to sign.

LICENSOR: City of Cocoa,
a Florida municipal corporation

By:_____
Name:_____
Title:_____
Date:_____

Witnesses:

_____

Print Name: _____

_____

Print Name: _____

LICENSEE: T-Mobile South LLC
a Delaware limited liability company

By:_____
Name:_____
Title:_____
Date:_____

Witnesses:

_____

Print Name: _____

_____

Print Name: _____

Exhibit "2-A"

Table 1. *Rent Schedule (Payable by T-Mobile)*

Period Begin	Period End	Payment Interval	No of Payments	Rent Payable
1/1/2017	6/30/2017	Quarterly	2	$7,300
7/1/2017	6/30/2022	Quarterly	20	$8,030
7/1/2022	6/30/2027	Quarterly	20	$8,833

LANDLORD APPROVAL:

LANDLORD OR LANDLORD REPRESENTATIVE DATE

T-Mobile

5901 BENJAMIN CENTER DR., SUITE 110 A-B
TAMPA, FL 33634

A2C0020A/COCOA VILLAGE WATER TANK

CANDIDATE ADDRESS:
318 PEACHTREE STREET
COCOA, FL 32922
L1900 PROJECT

JURISDICTION: CITY OF COCOA

GENERAL NOTES

1. ALL REFERENCES TO OWNER HEREIN SHALL BE CONSTRUED TO MEAN T-MOBILE SOUTH LLC OR IT'S DESIGNATED REPRESENTATIVE.
2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE AND/OR COUNTY IN WHICH IT IS TO BE PERFORMED.
3. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
4. ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERCEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
5. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND ITS COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF WHATEVER TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
6. ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR AND THE TESTING AGENCY PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE CONSTRUCTION PROCEDURES.
7. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OFGOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCEWITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
9. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITION OF THE LOCAL BUILDING CODE.
10. ALL PROPOSED CELLULAR EQUIPMENT AND FIXTURES SHALL BE FURNISHED BY OWNER FOR INSTALLATION BY THE CONTRACTOR, UNLESS SPECIFICALLY NOTED OTHERWISE HEREIN.
11. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE RESIDENT LEASING AGENT FOR APPROVAL.
12. RADIO EQUIPMENT INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.
13. CONSTRUCTION SITE SHALL BE CLEANED OF DEBRIS AT THE END OF EACH WORK DAY.

STRUCTURAL NOTES

1. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE A.I.S.C. SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS- ALLOWABLE STRESS DESIGN AND PLASTIC DESIGN INCLUDING THE COMMENTARY AND THE A.I.S.C. CODE OF STANDARD PRACTICE.
2. STRUCTURAL STEEL PLATES AND SHAPES SHALL CONFORM TO ASTM A36. ALL STRUCTURAL STEEL PIPES SHALL CONFORM TO ASTM A53 GRADE B. ALL STRUCTURAL STEEL TUBING SHALL CONFORM TO ASTM A500 GRADE B. ALL STRUCTURAL STEEL COMPONENTS AND FABRICATED ASSEMBLIES SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
3. WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWS) D.1.1/D1.1M2015 STRUCTURAL WELDING CODE. STEEL WELD ELECTRODES SHALL BE E70XX.
4. ALL COAXIAL CABLE CONNECTORS AND TRANSMITTER EQUIPMENT SHALL BE AS SPECIFIED BY THE OWNER AND IS NOT INCLUDED IN THESE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL FURNISH ALL CONNECTION HARDWARE REQUIRED TO SECURE THE CABLES. CONNECTION HARDWARE SHALL BE STAINLESS STEEL.
5. NORTH ARROW SHOWN ON PLANS REFERS TO TRUE NORTH. CONTRACTOR SHALL VERIFY NORTH AND INFORM OWNER OF ANY DISCREPANCY BEFORE STARTING CONSTRUCTION.
6. ALL CAST IN PLACE CONCRETE SHALL BE MIXED AND PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF ACI 318 AND ACI 301, AND SHALL AVE A 28 DAY MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI (U.O.N.). CONCRETE SHALL BE PLACED AGAINST UNDISTURBED SOIL UNLESS OTHERWISE NOTED. MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
7. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60, DEFORMED BILLET STEEL BARS. WELDED WIRE FABRIC REINFORCING SHALL CONFORM TO ASTM A185.
8. THE FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE LATEST A.I.S.C. SPECIFICATIONS.
9. ALL CONNECTIONS NOT FULLY DETAILED ON THESE PLANS SHALL BE DETAILED BY THE STEEL FABRICATOR IN ACCORDANCE WITH A.I.S.C. SPECIFICATIONS.
10. HOT-DIP GALVANIZE ITEMS SPECIFIED TO BE ZINC-COATED, AND SHALL CONFORM TO ASTM 123, A153 AND A163 AS APPLICABLE.
11. REPAIR DAMAGED HOT-DIPPED GALVANIZED COATINGS AS A RESULT OF WELDING OR CUTTING (FLAME) OR EXCESSIVELY ROUGH HANDLING DURING SHIPMENT OR ERECTION SHALL CONFORM TO ASTM A780. IF APPLYING STICK OR THICK PASTE MATERIAL SPECIFICALLY DESIGNED FOR REPAIR OF GALVANIZING, CLEAN AREAS TO BE REPAIRED AND REMOVE SLAG FROM WELDS. HEAT SURFACES TO WHICH STICK OR PASTE MATERIAL IS APPLIED WITH A TORCH TO A TEMPERATURE SUFFICIENT TO MELT THE METALLICS. WITH STICK OR PASTE, SPREAD MOLTEN MATERIAL UNIFORMLY OVER SURFACES TO BE COATED AND WIPE OFF EXCESS MATERIAL.
12. CONTRACTOR SHALL FOLLOW THE MANUFACTURER'S INSTRUCTIONS/ ECIFICATIONS IF NO INFORMATION IS CONTAINED IN THESE PLANS OR IF THE MANUFACTURER'S SPECIFICATIONS ARE STRICTER.

SHEET INDEX

DRAWING SHEET NO:	TITLE	REV
T-1	TITLE SHEET	0
C-1	SITE PLAN	0
C-2	ELEVATION VIEW	0
C-3	92A_SECTOR CONFIGURATION	0
C-3A	DETAILS	0
C-4	ANTENNA PLUMBING DIAGRAM	0
C-5	RFDS SHEET (1 OF 2)	0
C-5A	RFDS SHEET (2 OF 2)	0

T-MOBILE SCOPE OF WORK

1. CONTRACTOR WILL PRE-TAPE ALL CONNECTORS WITH 3/4 " TAPE IMMEDIATELY UPON INSTALLATION.
2. CONTRACTOR WILL SET ANTENNA AZIMUTH USING AN LIGNMENT DEVICE ACCURATE TO 0.1°.
3. CONTRACTOR WILL PROVIDE 48 HOURS NOTICE TO SCHEDULE THE SWEEP AND QA TEAM.
4. CONTRACTOR WILL PROVIDE A COMPETENT CREW ON SITE DURING THE SWEEP AND QA.
5. SWEEP AND QA TEAMS WILL ONLY TEST AND INSPECT. THE CONTRACTOR WILL DO ANY AND ALL REPAIRS/REPLACEMENT.
6. SWEEP AND QA TEAM WILL PROVIDE WRITTEN DOCUMENTATION TO THE CONTRACTOR OF ANY DISCREPANCIES AT THE TIME OF INSPECTION.
7. CONTRACTOR WILL WEATHERPROOF ALL CONNECTORS WITH 3/4 " TAPE, BUTYL AND A FINAL LAYER OF 2" TAPE UPON COMPLETION AND ACCEPTANCE OF THE SWEEP.
8. THE GENERAL CONTRACTOR AND HIS SUBCONSULTANTS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS WHICH MAY BE REQUIRED FOR THE WORK.
9. ALL CONNECTIONS ARE TO BE WEATHERPROOFED.
10. EXISTING GROUND ON TOWER TO BE USED TO GROUND NEW EQUIPMENT INSTALLED. MATCH EXISTING GROUND CONDUCTOR WITH ANY NEW COMPONENTS.

CODES STATEMENT

THE CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE AUTHORITY HAVING JURISDICTION IN THE REGION WHERE THE WORK IS TO BE PERFORMED. THE CURRENT EDITION OF THE CODES AND STANDARDS IN EFFECT ON THE DATE OF AWARD OF CONTRACT SHALL GOVERN THE DESIGN PARAMETERS.

BUILDING CODE: FLORIDA BUILDING CODE (FBC) 2014 EDITION.

ELECTRICAL CODE: NATIONAL ELECTRICAL CODE, 2011 EDITION.

MECHANICAL CODE: FBC MECHANICAL CODE, 2010 EDITION.

FIRE CODE: 2008 FLORIDA FIRE PREVENTION CODE.

LIGHTNING PROTECTION CODE: NFPA 780 2011 EDITION.

THE CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:

AMERICAN CONCRETE INSTITUTE (ACI) 318-08. BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, AMERICAN INSTITUTE OF STEEL CONSTRUCTION, LRFD 13TH EDITION, TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-G, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES: TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR ELECTRONIC EQUIPMENT.

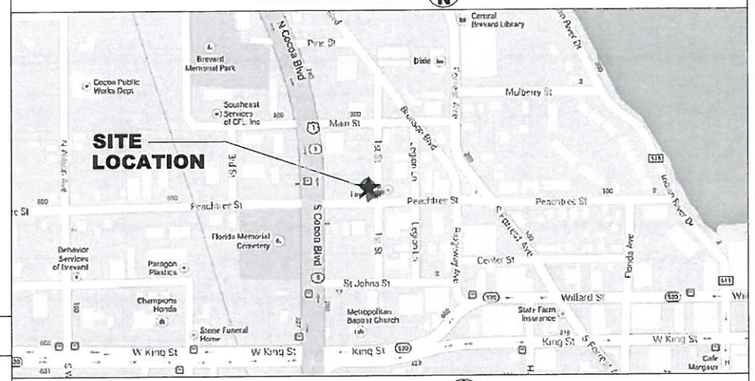
IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY C3 AND HIGH SYSTEM EXPOSURE.

TELCORDIA GR-1275, GENERAL INSTALLATION REQUIREMENTS, TELCORDIA GR-1503,COAXIAL CONNECTIONS, ANSI T1-311, FOR TELECOM DC POWER SYSTEMS AND TELECOM ENVIRONMENTAL PROTECTION.

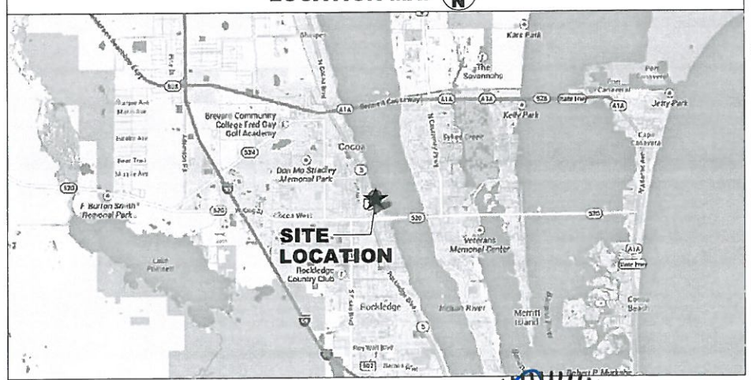
DRIVING DIRECTIONS

FROM INTERSTATE 95 IN COCOA:
TAKE EXIT 201 TOWARD COCOA BEACH 0.3 MI. MERGE ONTO FL-520 E/RTE 520 E/STATE 520 E/STATE ROUTE 520 E/W KING ST 3.8 MI
TURN LEFT ONTO S COCOA BLVD 0.1 MI. TAKE THE 2ND RIGHT ONTO PEACHTREE ST
DESTINATION WILL BE ON THE LEFT 240 FT

VICINITY MAP



LOCATION MAP



DESIGN CRITERIA

DESIGN WIND SPEED:
150 MPH ULTIMATE (3-SECOND GUST)
116 MPH NOMINAL (3-SECOND GUST)

IMPORTANCE FACTOR: 1.0
EXPOSURE CATEGORY: C
RISK FACTOR: II

IN ACCORDANCE WITH FLORIDA BUILDING CODE 2014 (5TH EDITION)

INFORMATION FOR DESIGN CRITERIA TAKEN FROM A STRUCTURAL REPORT BY KCI TECHNOLOGIES INC., DATED MAY 26, 2016.

PROJECT TEAM

ENGINEER
KCI TECHNOLOGIES, INC.
10401 HIGHLAND MANOR DR
SUITE 120
TAMPA, FLORIDA 33610

ENGINEER:
JAMES T. FENNELL, P.E.
FL. LICENSE NO. 63808

PROJECT MANAGER:
SAM ARBUTHNOT

T-MOBILE
CAROLE BRADLEY
813-348-2502 5901
BENJAMIN CENTER DRIVE,
SUITE 110 A-B TAMPA,
FLORIDA 33634

SYMBOLS

A1 — DETAIL NO.
THIS SHEET NO. — PM | PM — SHEET NO. DETAIL IS LOCATED ON

2 — REVISION NUMBER

PROJECT DATA

PARCEL NUMBER: 24-36-33-O1-00000.0-0034.00
TAX ID: 2425659
OWNER: CITY OF COCOA
LATITUDE: 28°21'28.93"
LONGITUDE: 80°43'55.79"
JURISDICTION: CITY OF COCOA
CLASSIFICATION: C-C

JAMES T. FENNELL LICENSE No. 63808 STATE OF FLORIDA PROFESSIONAL ENGINEER

REVISIONS

NO.	DATE		BY:
A	05/26/16	90% SUBMITTAL	TS
0	07/14/16	100% SUBMITTAL	TS
1			
2			

DRAWN BY: T. SMALL
CHECKED BY: S. ARBUTHNOT
APPROVED BY: J. FENNELL

KCI TECHNOLOGIES
FLORIDA LICENSE NO.: EB0004898
KCI TECHNOLOGIES, INC.
10401 HIGHLAND MANOR DRIVE
SUITE 120
TAMPA, FLORIDA 33610
(813) 740-2300

T-Mobile
5901 BENJAMIN CENTER DR., SUITE 110 A-B
TAMPA, FL 33634
A2C0020A
COCOA VILLAGE-WATER TANK
318 PEACHTREE STREET
COCOA, FL 32922

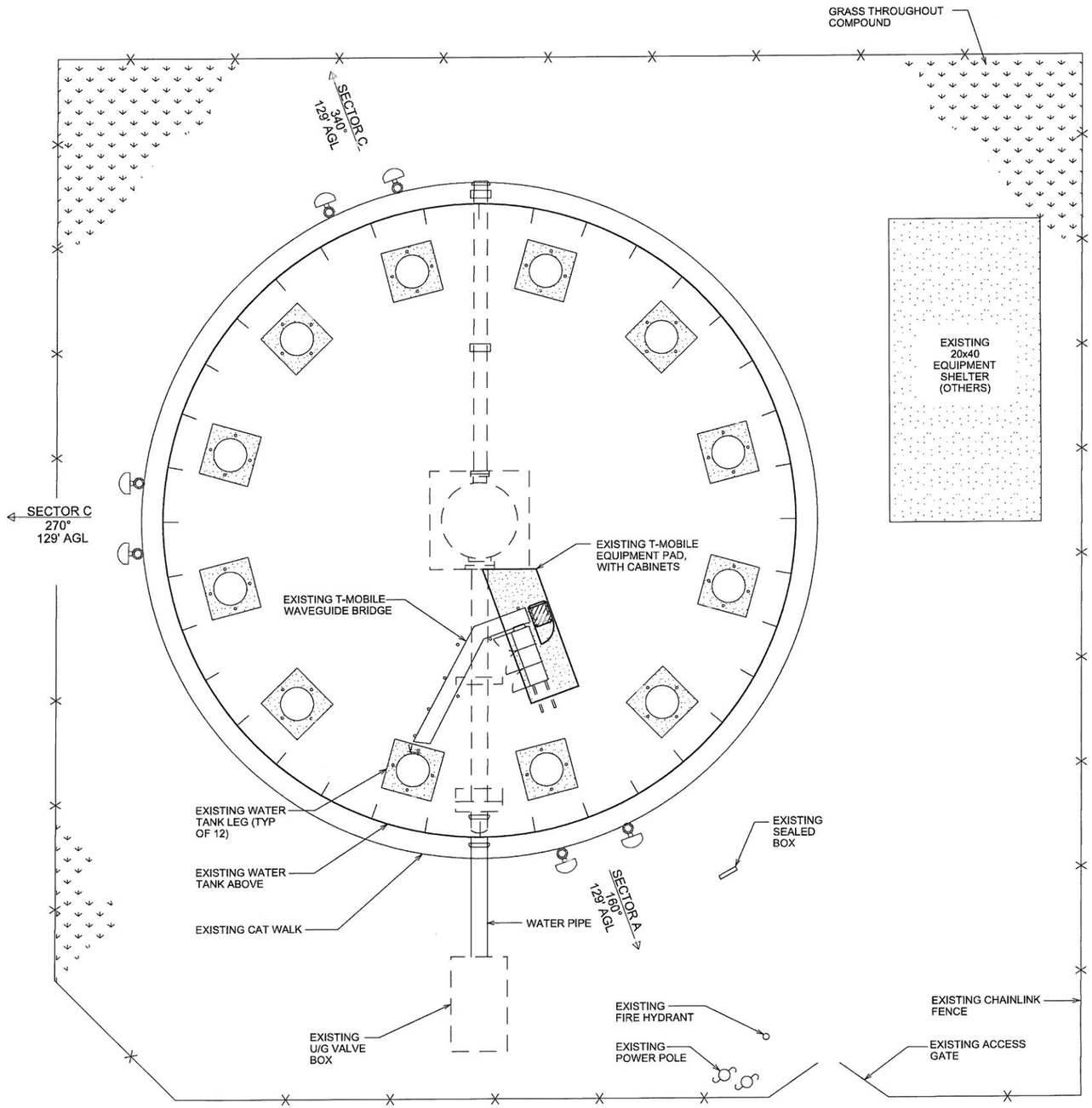
ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

THIS DRAWING IS THE PROPERTY OF THE SURVEYOR ENGINEER AND MAY NOT BE USED OR RE-PRODUCED WITHOUT HIS/HER EXPRESSED WRITTEN PERMISSION

SCALE: AS NOTED
DATE: 05/20/16
KCI JOB NUMBER: **851600266A7**

SHEET TITLE
TITLE SHEET

SHEET
T-1



SITE PLAN
NOT TO SCALE

N

NOTE:

COMPOUND LAYOUT TAKEN FROM INFORMATION AS PROVIDED BY T-MOBILE.

REVISIONS

NO.	DATE		BY:
A	05/20/16	90% SUBMITTAL	TS
0	07/12/16	100% SUBMITTAL	TS
1			
2			

DRAWN BY: T. SMALL
CHECKED BY: S. ARBUTHNOT
APPROVED BY: J. FENNELL

KCI TECHNOLOGIES
FLORIDA LICENSE NO.: EB0004898
KCI TECHNOLOGIES, INC.
10401 HIGHLAND MANOR DRIVE
SUITE 120
TAMPA, FLORIDA 33610
(813) 740-2300

T-Mobile
5901 BENJAMIN CENTER DR., SUITE 110 A-B.
TAMPA, FL 33634

A2C00220A
COCOA VILLAGE-WATER TANK
318 PEACHTREE STREET
COCOA, FL 32922

ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

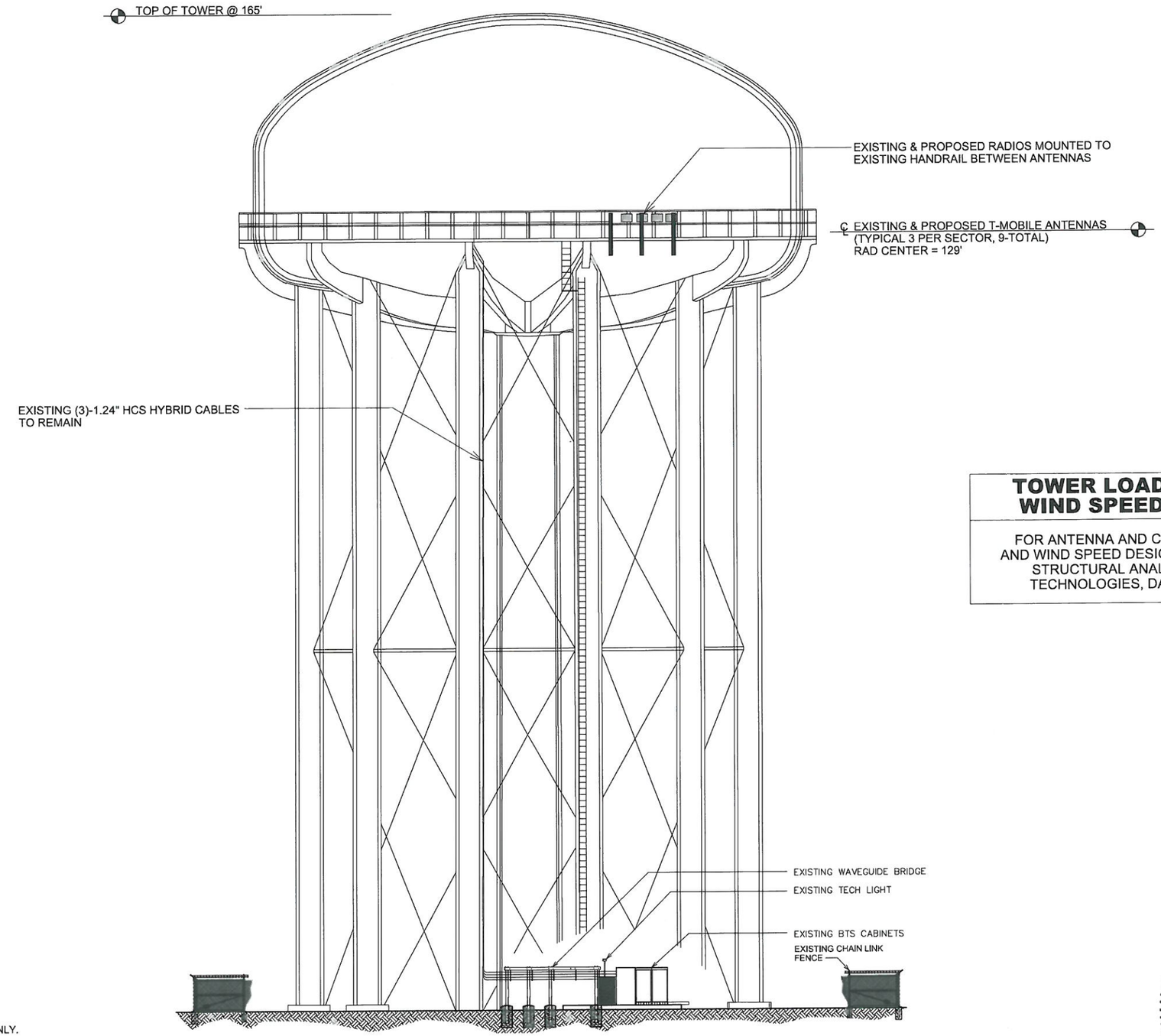
THIS DRAWING IS THE PROPERTY OF THE SURVEYOR ENGINEER AND MAY NOT BE USED OR REPRODUCED WITHOUT HIS/HER EXPRESSED WRITTEN PERMISSION

SCALE: AS NOTED
DATE: 05/20/16
KCI JOB NUMBER: 851600266A7

SHEET TITLE
SITE PLAN

SHEET
C-1

JAMES T. FENNELL
LICENSE
No. 63808
STATE OF FLORIDA
PROFESSIONAL ENGINEER



TOWER ELEVATION
NOT TO SCALE

TOWER LOADING AND WIND SPEED DESIGN

FOR ANTENNA AND CABLE LOADING AND WIND SPEED DESIGN CRITERIA, SEE STRUCTURAL ANALYSIS BY KCI TECHNOLOGIES, DATED 5/26/16.

NOTES:
1. ELEVATION SHOWN FOR REFERENCE ONLY. DO NOT USE FOR DIMENSIONING.

2. SOME EXISTING EQUIPMENT NOT SHOWN FOR CLARITY.

JAMES T. FENNELL LICENSE No. 63808 STATE OF FLORIDA PROFESSIONAL ENGINEER

REVISIONS

NO.	DATE		BY:
A	05.20.16	90% SUBMITTAL	TS
0	07/12/16	100% SUBMITTAL	TS
1			
2			

DRAWN BY: T. SMALL
CHECKED BY: S. ARBUTHNOT
APPROVED BY: J. FENNELL

KCI TECHNOLOGIES
FLORIDA LICENSE NO.: EB0004898
KCI TECHNOLOGIES, INC.
10401 HIGHLAND MANOR DRIVE
SUITE 120
TAMPA, FLORIDA 33610
(813) 740-2300

T·Mobile
5901 BENJAMIN CENTER DR., SUITE 110 A-B.
TAMPA, FL 33634

A2C00020A
COCOA VILLAGE-WATER TANK
318 PEACHTREE STREET
COCOA, FL 32922

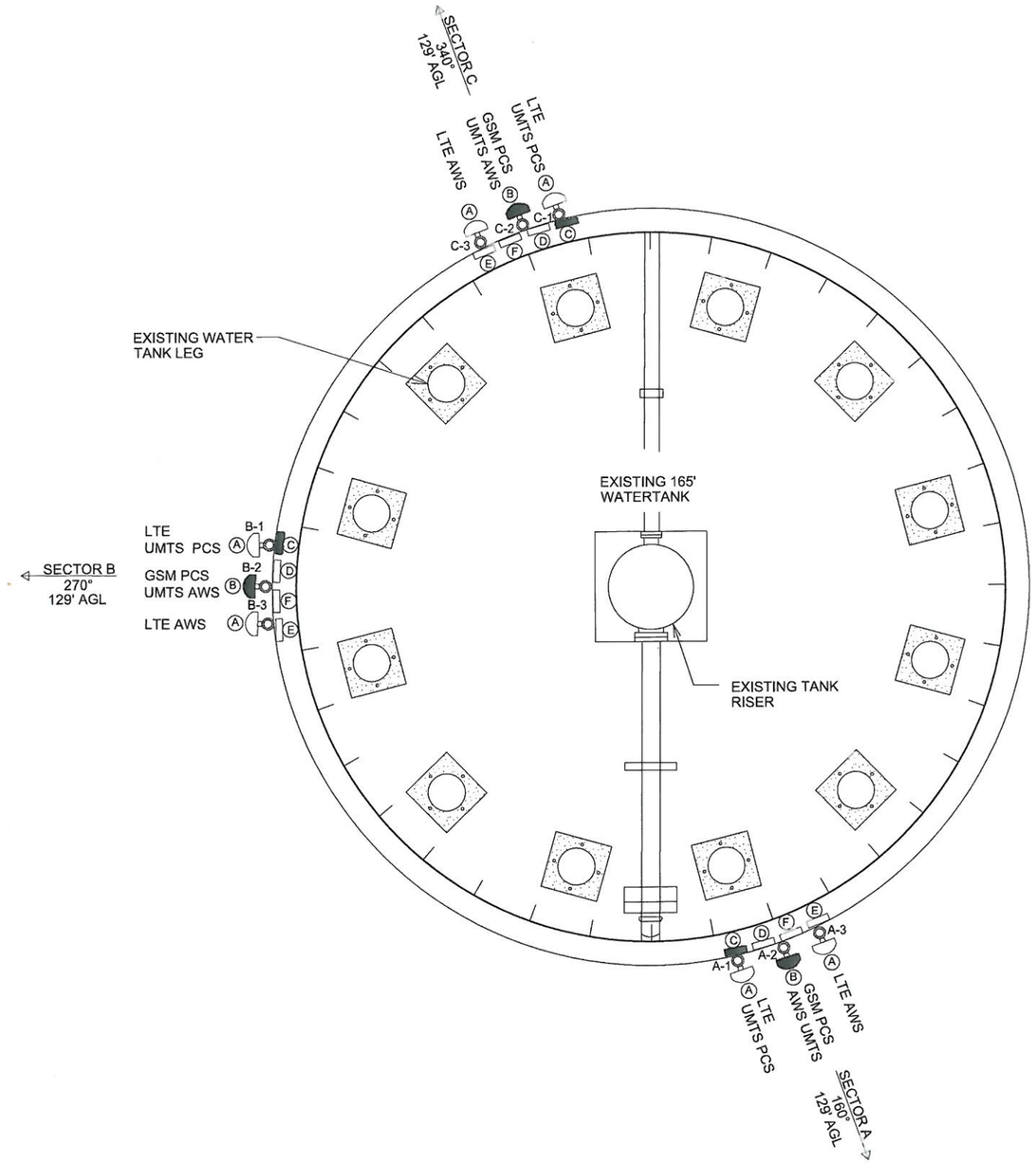
ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

THIS DRAWING IS THE PROPERTY OF THE SURVEYOR ENGINEER AND MAY NOT BE USED OR REPRODUCED WITHOUT HIS/HER EXPRESSED WRITTEN PERMISSION

SCALE: AS NOTED
DATE: 05/20/16
KCI JOB NUMBER: **851600266A7**

SHEET TITLE
ELEVATION VIEW

SHEET
C-2



92A_SECTOR CONFIGURATION DETAIL

NOT TO SCALE

	EXISTING EQUIPMENT TO REMAIN	PROPOSED EQUIPMENT INVENTORY
ANTENNAS	(6)–TMBXX-6517-A2M (TO BE REUSED)	(3)–TMBX-6517-A2M
COAXIAL CABLE	(3)–1.24" HCS HYBRID CABLE (TO BE REUSED)	
RADIOS	(3)– FRIG (3)– FXFB	(3)–FHFB
DISTRIBUTION BOX	(3) COVP	

ALL PROPOSED EQUIPMENT IS LOW VOLTAGE, DC POWER.

NOTES:

JUMPER LENGTHS NOT TO EXCEED 15' FROM TOWER MOUNTED RADIO UNITS TO ANTENNAS.

FINAL MOUNTING LOCATIONS FOR PROPOSED EQUIPMENT TO BE DETERMINED IN FIELD.

PAINTING NOTE:
ALL PROPOSED ANTENNAS AND APPURTENANCES TO BE PAINTED TO MATCH WATER TANK

A	TMBXX-6517-A2M	(ANTENNA)
B	TMBX-6517-A2M	(ANTENNA)
C	FHFB	(RADIO)
D	FXFB	(RADIO)
E	FRIG	(RADIO)
F	COVP	(DIST.BOX)

DETAIL KEY

GENERAL NOTE:

WHITE SHADED ANTENNAS & APPURTENANCES TO BE REUSED. BLACK SHADED ANTENNAS AND APPURTENANCES ARE NEW. LEAVING (9) TOTAL ANTENNAS & (9) RRUs AT THE RAD CENTER BEING MODIFIED.

ALL INFORMATION SHOWN ON CONFIGURATION DETAIL PROVIDED BY T-MOBILE. REFER TO ANTENNA PLUMBING DIAGRAM AND RADIO FREQUENCY DATA SHEET ON SHEETS C-4,C-5 AND C-5A RESPECTIVELY.

JAMES T. FENNELL LICENSE No. 63808 STATE OF FLORIDA PROFESSIONAL ENGINEER

REVISIONS

NO.	DATE		BY:
A	05/20/16	90% SUBMITTAL	TS
0	07/12/16	100% SUBMITTAL	TS
1			
2			

DRAWN BY: T. SMALL
CHECKED BY: S. ARBUTHNOT
APPROVED BY: J. FENNELL

KCI TECHNOLOGIES
FLORIDA LICENSE NO.: EB0004898
KCI TECHNOLOGIES, INC.
10401 HIGHLAND MANOR DRIVE
SUITE 120
TAMPA, FLORIDA 33610
(813) 740-2300

T·Mobile
5901 BENJAMIN CENTER DR., SUITE 110 A-B.
TAMPA, FL 33634

A2C00020A
COCOA VILLAGE-WATER TANK
318 PEACHTREE STREET
COCOA, FL 32922

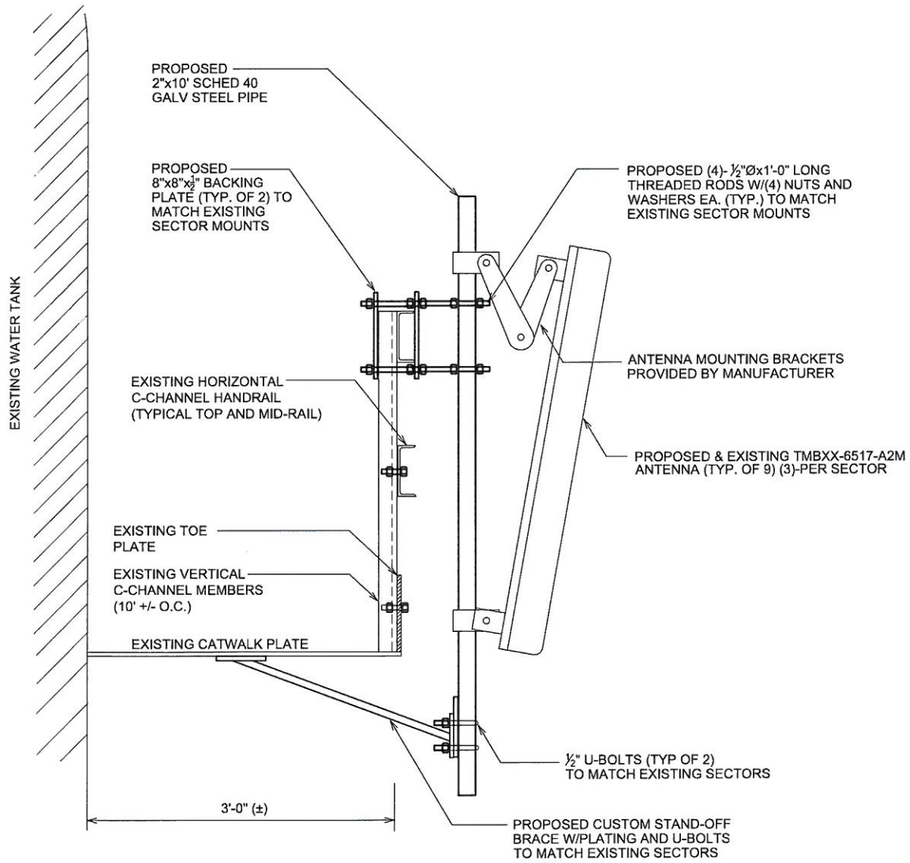
ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

THIS DRAWING IS THE PROPERTY OF THE SURVEYOR/ENGINEER AND MAY NOT BE USED OR REPRODUCED WITHOUT HIS HER EXPRESSED WRITTEN PERMISSION

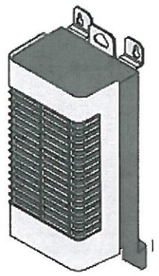
SCALE: AS NOTED
DATE: 05/20/16
KCI JOB NUMBER: 851600266A7

SHEET TITLE
92A_SECTOR CONFIGURATION

SHEET
C-3

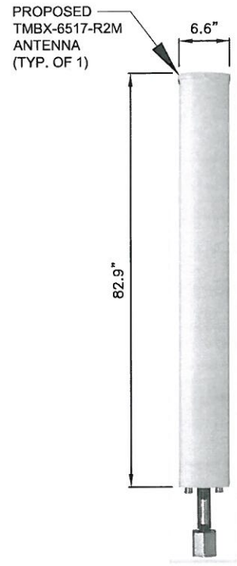


ANTENNA MOUNT DETAIL (TYPICAL)
NOT TO SCALE



RRU DETAIL (FHFB)
NOT TO SCALE

HEIGHT: W/LOWER BRACKET=34.3"
W/O LOWER BRACKET=25.1"
W/O BRACKETS=23.0"
DEPTH=7.8"
WIDTH=12.6"
WEIGHT=51.0 LBS



ANTENNA DETAIL
NOT TO SCALE
(WEIGHT=15.4 LBS)

NOTE:

ALL ANTENNAS AND APPURTENANCES TO BE MOUNTED PER MANUFACTURER'S RECOMMENDATIONS. PLEASE REFER TO PRODUCT SPECIFICATION SHEETS.

JAMES T. FENNELL
LICENSE
No. 63808
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

REVISIONS

NO.	DATE		BY:
A	05/20/16	90% SUBMITTAL	TS
0	07/14/16	100% SUBMITTAL	TS
1			
2			

DRAWN BY: T. SMALL
CHECKED BY: S. ARBUTHNOT
APPROVED BY: J. FENNELL

KCI TECHNOLOGIES
FLORIDA LICENSE NO.: EB0004898
KCI TECHNOLOGIES, INC.
10401 HIGHLAND MANOR DRIVE
SUITE 120
TAMPA, FLORIDA 33610
(813) 740-2300

T-Mobile
5901 BENJAMIN CENTER DR., SUITE 110 A-B.
TAMPA, FL 33634

A2C0020A
COCOA VILLAGE-WATER TANK
318 PEACHTREE STREET
COCOA, FL 32922

ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

THIS DRAWING IS THE PROPERTY OF THE SURVEYOR/ENGINEER AND MAY NOT BE USED OR REPRODUCED WITHOUT HIS/HER EXPRESSED WRITTEN PERMISSION

SCALE: AS NOTED
DATE: 05/20/16
KCI JOB NUMBER: **851600266A7**

SHEET TITLE
DETAILS

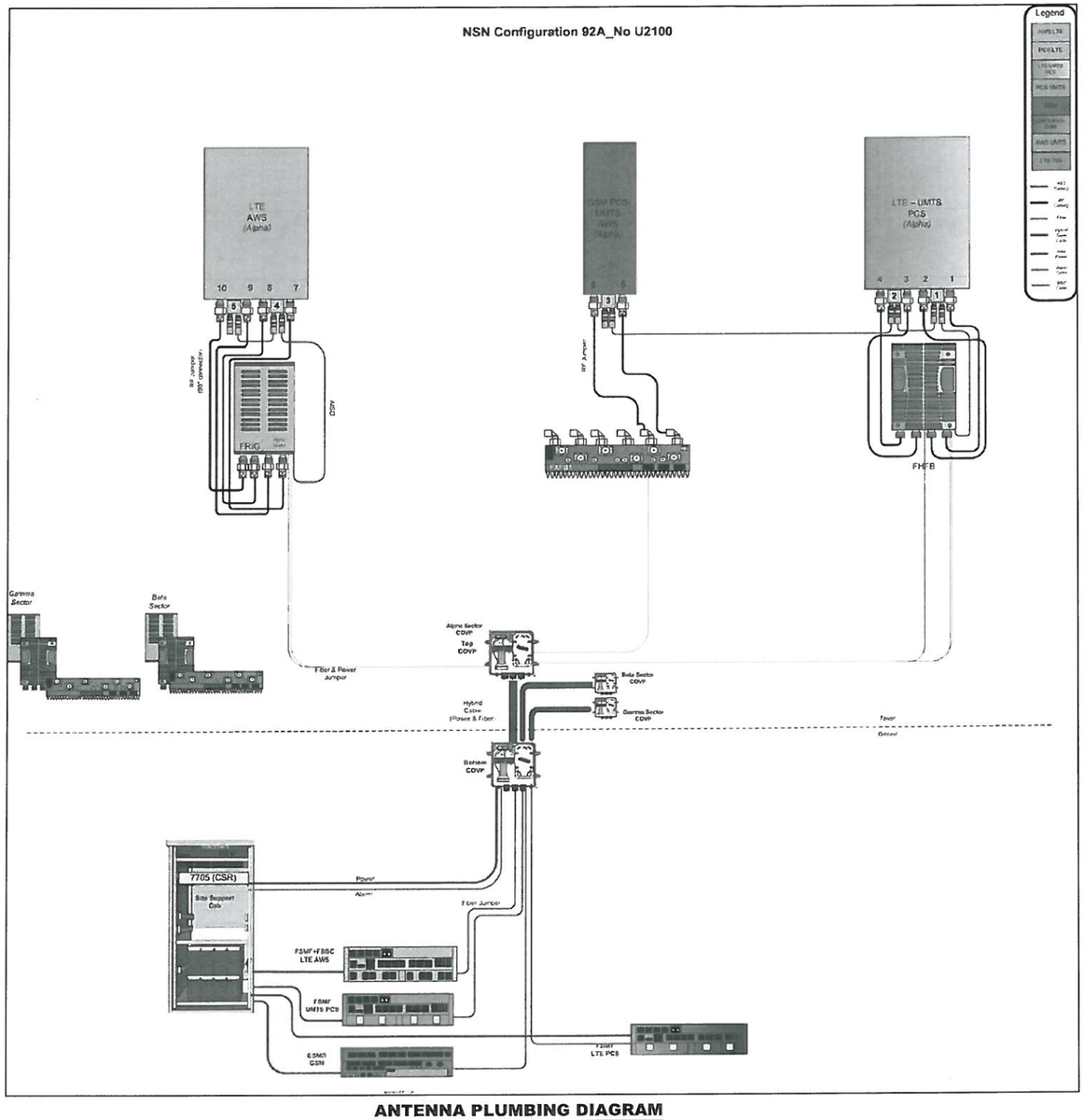
SHEET
C-3A

Section 1 - Site Information

Site ID: A2C0020A	Site Name: Cocoa Village-Watertank	Latitude: 28.35803575
Status: Final	Site Class: Watertank	Longitude: -80.73216210
Version: 1.1	Site Type: Structure Non Building	Address: 318 Peachtree Street
Project Type: Capacity	Solution Type: Tower Top	City, State: Cocoa, FL
Approved: 5/20/2016 11:30:21 AM	Plan Year: 2016	Region: SOUTH
Approved By: GSM1900\SMehta5	Market: ORLANDO	
Last Modified: 5/20/2016 11:30:21 AM	Vendor: Nokia	
Last Modified By: GSM1900\SMehta5	Landlord: City of Cocoa	

RAN Template: 92A_No U2100			AL Template: 92A_No U2100	
Sector Count: 3	Antenna Count: 9	Line Count: 0	TMA Count: 0	RRU Count: 9

NSN Configuration 92A_No U2100



ANTENNA PLUMBING DIAGRAM

NOTE:

ALL INFORMATION SHOWN ON CONFIGURATION DETAIL PROVIDED BY T-MOBILE. REFER TO ANTENNA PLUMBING DIAGRAM AND RADIO FREQUENCY DATA SHEET ON SHEETS C-4, C-5 AND C-5A RESPECTIVELY.

REVISIONS

NO.	DATE		BY:
A	05/20/16	90% SUBMITTAL	TS
0	07/12/16	100% SUBMITTAL	TS
1			
2			

DRAWN BY: T. SMALL
CHECKED BY: S. ARBUTHNOT
APPROVED BY: J. FENNELL

KCI TECHNOLOGIES
FLORIDA LICENSE NO.: EB0004898
KCI TECHNOLOGIES, INC.
10401 HIGHLAND MANOR DRIVE
SUITE 120
TAMPA, FLORIDA 33610
(813) 740-2300

T-Mobile
5901 BENJAMIN CENTER DR., SUITE 110 A-B.
TAMPA, FL 33634

A2C0020A
COCOA VILLAGE-WATER TANK
318 PEACHTREE STREET
COCOA, FL 32922

ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

THIS DRAWING IS THE PROPERTY OF THE SURVEYOR/ENGINEER AND MAY NOT BE USED OR REPRODUCED WITHOUT THE HEREXPRESSED WRITTEN PERMISSION

SCALE: AS NOTED
DATE: 05/20/16
KCI JOB NUMBER: 851600266A7

SHEET TITLE
ANTENNA PLUMBING DIAGRAM

SHEET
C-4

JAMES T. FENNELL LICENSE No. 63808 STATE OF FLORIDA PROFESSIONAL ENGINEER

Proposed RAN Equipment

Template: 92A_No U2100

Enclosure	1	2	3	4
Enclosure Type	Ancillary Equipment	Generic Cabinet	Generic Site Support Cabinet	Tower Top Mount
Baseband		ESMB G1900 / FSMF L2100 / FSMF U1900 / FSMF L1900		
Baseband Submodule		FBBC L2100 / FBBC L1900		
Hybrid Cable System	NSN LowCap HCS 175ft NSN LowCap HCS 200ft NSN LowCap HCS 250ft			
Junction Box	Large COVP			Large COVP (x3)
Power subsystem			Batteries *Select size* Breakers *Select size* CSR 7705 *Select model* Rectifier Shelf *Select size*	
Radio				FHFB (x3) U1900 L1900 / FRIG (x3) L2100 / FXFB (x3) G1900

RAN Scope of Work:

<04/25/2016>: Rev2 Initial L1900 design added.
<05/20/2016>: Rev3 Updated RAD center and azimuth to match with the site.

Sector 1 (Proposed) view from front (Note: the images show view from behind)

Coverage Type	A – Outdoor Macro				
Antenna	1		2	3	
Antenna Model	TMBXX-6517-A2M (Quad)		TMBX-6517-A1M (Dual)	TMBXX-6517-A2M (Quad)	
Azimuth	160		160	160	
M. Tilt	0		0	0	
Height	129		129	129	
Ports	P1	P2	P3	P4	P5
Active Tech.	U1900 L1900	U1900 L1900	G1900	L2100	L2100
Dark Tech.					
Restricted Tech.					
Decomm. Tech.					
E. Tilt					
Cables					
TMAs					
Diplexers / Combiners					
Radio					
Sector Equipment					

RFDS SHEET

CONTRACTOR TO VERIFY THAT THIS IS THE LATEST VERSION OF THE RF DATA SHEET PRIOR TO THE ORDERING OF MATERIALS.

NOTE:

ALL INFORMATION SHOWN ON CONFIGURATION DETAIL PROVIDED BY T-MOBILE. REFER TO ANTENNA PLUMBING DIAGRAM AND RADIO FREQUENCY DATA SHEET ON SHEETS C-4, C-5 AND C-5A RESPECTIVELY.

JAMES T. FENNELL LICENSE No. 63808 STATE OF FLORIDA PROFESSIONAL ENGINEER

REVISIONS

NO.	DATE		BY:
A	05/20/16	90% SUBMITTAL	TS
0	07/12/16	100% SUBMITTAL	TS
1			
2			

DRAWN BY: T. SMALL
CHECKED BY: S. ARBUTINOT
APPROVED BY: J. FENNELL

KCI TECHNOLOGIES
FLORIDA LICENSE NO.: EB0004898
KCI TECHNOLOGIES, INC.
10401 HIGHLAND MANOR DRIVE
SUITE 120
TAMPA, FLORIDA 33610
(813) 740-2300

T-Mobile
5901 BENJAMIN CENTER DR., SUITE 110 A-B.
TAMPA, FL 33634

A2C0020A
COCOA VILLAGE-WATER TANK
318 PEACHTREE STREET
COCOA, FL 32922

ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

THIS DRAWING IS THE PROPERTY OF THE SURVEYOR ENGINEER AND MAY NOT BE USED OR REPRODUCED WITHOUT HIS/HER EXPRESSED WRITTEN PERMISSION

SCALE: AS NOTED
DATE: 05/20/16
KCI JOB NUMBER: 851600266A7

SHEET TITLE
RFDS SHEET (1 OF 2)

SHEET
C-5

Sector 2 (Proposed) view from front (Note: the images show view from behind)					
Coverage Type	A - Outdoor Macro				
Antenna	1		2	3	
Antenna Model	TMBXX-6517-A2M (Quad)		TMBX-6517-A1M (Dual)	TMBXX-6517-A2M (Quad)	
Azimuth	270		270	270	
M. Tilt	0		0	0	
Height	129		129	129	
Ports	P1	P2	P3	P4	P5
Active Tech.	U1900 L1900	U1900 L1900	G1900	L2100	L2100
Dark Tech.					
Restricted Tech.					
Decomm. Tech.					
E. Tilt					
Cables					
TMAs					
Diplexers / Combiners					
Radio					
Sector Equipment					

Sector 3 (Proposed) view from front (Note: the images show view from behind)					
Coverage Type	A - Outdoor Macro				
Antenna	1		2	3	
Antenna Model	TMBXX-6517-A2M (Quad)		TMBX-6517-A1M (Dual)	TMBXX-6517-A2M (Quad)	
Azimuth	340		340	340	
M. Tilt	0		0	0	
Height	129		129	129	
Ports	P1	P2	P3	P4	P5
Active Tech.	U1900 L1900	U1900 L1900	G1900	L2100	L2100
Dark Tech.					
Restricted Tech.					
Decomm. Tech.					
E. Tilt					
Cables					
TMAs					
Diplexers / Combiners					
Radio					
Sector Equipment					

CONTRACTOR TO VERIFY THAT THIS IS THE LATEST VERSION OF THE RF DATA SHEET PRIOR TO THE ORDERING OF MATERIALS.

NOTE:

ALL INFORMATION SHOWN ON CONFIGURATION DETAIL PROVIDED BY T-MOBILE. REFER TO ANTENNA PLUMBING DIAGRAM AND RADIO FREQUENCY DATA SHEET ON SHEETS C-4, C-5 AND C-5A RESPECTIVELY.

RFDS SHEET

REVISIONS

NO.	DATE		BY
A	05/20/16	90% SUBMITTAL	TS
0	07/12/16	100% SUBMITTAL	TS
1			
2			

DRAWN BY: T. SMALL
CHECKED BY: S. ARBUTHNOT
APPROVED BY: J. FENNELL

KCI TECHNOLOGIES
FLORIDA LICENSE NO.: EB0004599
KCI TECHNOLOGIES, INC.
10401 HIGHLAND MANOR DRIVE
SUITE 120
TAMPA, FLORIDA 33610
(813) 740-2300

T-Mobile
5901 BEN JAMIN CENTER DR, SUITE 110 A-B.
TAMPA, FL 33634

A2C0020A
COCOA VILLAGE-WATER TANK
318 PEACHTREE STREET
COCOA, FL 32922

ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

THIS DRAWING IS THE PROPERTY OF THE SURVEYOR ENGINEER AND MAY NOT BE USED OR REPRODUCED WITHOUT HIS/HER EXPRESSED WRITTEN PERMISSION

SCALE: AS NOTED
DATE: 05/20/16
KCI JOB NUMBER: 851600266A7

SHEET TITLE
RFDS SHEET (2 OF 2)

SHEET
C-5A

JAMES T. FENNELL
LICENSE
No. 63808
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Legislation Details (With Text)

File #:	16-508	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	11/2/2016		**In control:**	City Council	
On agenda:	12/13/2016		**Final action:**		
Title:	Approve Task Order 2017-42 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. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-UT-CDM SMITH (2017-42) $75000.pdf Task Order 2017-42 Program Support.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 1, 2016
Agenda Date: December 13, 2016
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2017-42 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

BACKGROUND:

Over the past two years, the City has successfully implemented and completed a comprehensive gravity wastewater collections system assessment program. The information gained from this program provides data critical to the efficient and effective prioritization of repair and maintenance projects, and the successful implementation of a proactive asset management team within Sewer Field Operations (SFO).

As part of the development of the asset management team, and as support to SFO in maintaining the City's sewer collections system as a whole, the City of Cocoa has requested that CDM Smith, Inc. assist SFO in prioritizing asset repair and replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions. The services under this task order will include providing project and assessment information management assistance, quality control process development, long-term strategic planning, and SCADA maintenance. Staff along with assistance from CDM Smith, Inc. will manage the efforts required to determine the scope of work necessary for repair and replacement of sewer collections infrastructure. The addition of CDM Smith, Inc. will assist staff in developing plans

and executing installations and repairs.

Staff recommends approval of the requested task order to provide staff augmentation of SFO in FY2017.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$75,000
Account Number	421-4125-536.46-00
Account Name	Repairs and Maintenance

PREVIOUS ACTION:

On December 8, 2015, City Council approved 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.

RECOMMENDED MOTION:

To Approve Task Order 2017-42 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.

Task Order Request Form

Engineering Services for Wastewater Treatment & Disposal Systems

Name of CSA (Continuing Service Agreement)

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

Dept./Division Name: Utilities / Sewer Field Operations **Requestor:** Melinda Keesee Digitally signed by Melinda Keesee Date: 2016.11.02 10:55:03 -04'00' **Date:** 11/2/16

Project Number: **Title:** Field Operations Technician

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

AMENDMENT

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

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

Total number of Amendments including this one: _____

Quote/Proposal #: T.O. 2017-42 **Dated:** 11/2/16 **Amount:** $ 75,000.00

☑ Quote Attached

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: 2016.11.02 14:05:28 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

CDM Smith, Inc. will provide the City with project and assessment information management assistance, quality control process development, long-term strategic planning, and lift station SCADA maintenance.

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: 2017-42

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 11/2/16 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2016.11.02 16:34:01 -04'00' **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.

TASK ORDER NO. 42 TO
MASTER SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER

This is Task Order No. 42 attached to and made part of the Agreement dated May 27, 2008, between CDM Smith, Inc. (ENGINEER) and City of Cocoa (OWNER).

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

FY 17 Water Field Operations Division Support – Wastewater Collection and Transmission (the "Project").

Scope of Services

ENGINEER shall provide for OWNER the following specific Services:

Task 1 - Project and Assessment Information Management Assistance

ENGINEER will provide project management assistance in the form of documentation of asset management activities performed by OWNER, review and verification of wastewater collection system improvement updates to the GIS database, contracting and oversight of outside vendors/contractors, and transfer of information and data to OWNER personnel. This task will also include invoicing, status updates, meeting management, and administrative assistance.

ENGINEER will meet with OWNER to review internal field activities including assessment, replacements, and improvements to wastewater system assets. ENGINEER will document the results of the meetings with regards to decisions on disposition of assets and required updates to the assets database.

ENGINEER will assist the OWNER with preparation of documents necessary to contract with outside sources, including, but not limited to requests for proposals, requests for quotations, project definition plans, and task orders. This will include coordination and assistance as needed on the wastewater collection system cleaning program. ENGINEER will assist the OWNER with technical oversight and coordination of contractors and vendors on as as-needed basis. ENGINEER will provide other services related to the overall management of the OWNER's wastewater collection system on as-needed basis.

Task 2 - Quality Control Process Development

ENGINEER will assist the OWNER in development of draft quality control processes for activities associated with the wastewater collection system. The processes will include technical guidance to the OWNER on review of design documents, electronical documentation of field activities, and creation of work plans and scopes for wastewater collection system improvements. ENGINEER will assist the OWNER in implementation of quality control processes.

Task 3 - Long-Term Strategic Planning

ENGINEER will assist OWNER with long-term strategic planning of field activities associated with maintenance of the OWNRE's wastewater collection system. ENGINEER will assist in collecting, organizing, combining, and mapping wastewater collection system data accumulated from various sources including assessment programs, field documents, customer service records, and regulatory information. ENGINEER will coordinate meetings with the OWNER to review and verify the accumulated

data and prioritize asset replacement and management practices based on verified data. This information will be utilized to plan for long-term budgets and improvements.

Task 4 - SCADA Maintenance

ENGINEER will assist OWNER with lift station SCADA, including programming of the RTUs, troubleshooting, and other SCADA related activities on an as-needed basis.

Deliverable

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

1. Documents as identified by the OWNER during the execution of this Task Order.
2. Time Schedule

   The time periods for the performance of ENGINEER's Services will commence upon the issuance of a notice to proceed and continue through September 30, 2017.

3. Compensation and Invoicing

   Compensation for Services of ENGINEER described in this Task Order will be billed based on actual time in accordance with the Billing Rates provided in Attachment B of the Master Services Agreement. Reimbursable expense shall be billed at actual costs in accordance with the Agreement reference above. The Upper Limit of this Task Order shall be $75,000.

4. Terms and Conditions

   The terms and conditions of the Agreement referred to above shall apply to the Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically reference.

5. Terms or Provisions in Conflict

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

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

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

TABLE 1
FEE ESTIMATE

Task and Description	Officer	Senior Professional	Professional II	Professional I	Project Admin	Total Hours	Total Dollars
	$200	$150	$125	$100	$85		
Task 1 - Project Assessment Information Management Assistance	2	60	40	40	32	174	$21,120.00
Task 2 - Quality Control Process Development	2	60	40	40	16	158	$19,760.00
Task 3 - Long-Term Strategic Planning	0	40	40	40	8	128	$15,680.00
Task 4 - SCADA Maintenance	2	40	40	40	16	138	$16,760.00
Travel							$1,680.00
Total Hours	**6**	**200**	**160**	**160**	**72**	**598**	**$75,000.00**

Legislation Details (With Text)

File #:	16-519	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	11/10/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	Approve the revised and updated Community Services Department Housing Program Policies and Procedures in accordance with proposed revisions to the SFY2013-2016 and 2016-2019 SHIP Local Housing Assistance Plans. (Community Service Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa Housing Policies 11-3-2016.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 10, 2016
Agenda Date: December 13, 2016
Prepared By: Nancy A. Dresser, Deputy Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:

Approve the revised and updated Community Services Department Housing Program Policies and Procedures in accordance with proposed revisions to the SFY2013-2016 and 2016-2019 SHIP Local Housing Assistance Plans.

BACKGROUND:

Staff has revised and updated the City of Cocoa's Housing Program Policies and Procedures in accordance with the proposed revisions to the SFY2013-2016 and 2016-2019 SHIP Local Housing Assistance Plans.

The revisions and updates to the policies and procedures include:

- Page 10, Addition/Deletion
  On an annual basis, the City will review its marketing efforts to assess fair housing outreach and ~~update the Analysis of Impediments~~ comply with fair housing regulations.

- Page 11-13 and 16
  Staff is requesting an increase in maximum subsidies due to new SHIP requirements which include non-construction costs as part of the total lien amount. Specifically, for the Housing

Replacement Program maximum subsidy increased due to higher construction costs. Proposed lien amounts increased from:

- $45,000 to $49,000 - Housing Rehabilitation
- $15,000 to $20,000 - Minor Housing Repairs
- $125,000 to $150,000 - Housing Replacement

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - The revisions to the Housing Policy and Procedures will clarify the City's affordable housing programs which raises the quality of life for its residents, especially those underserved and disadvantaged

BUDGETARY IMPACT:

None, SHIP is an entitlement grant and funds are currently budgeted within the 103-3240-554.83-00 account.

PREVIOUS ACTION:

City Council approved the revised and updated Community Services Department Housing Program Policies and Procedures as required by the 2013 HOME Final Rule and in accordance with the proposed draft of the SFY2016-2019 SHIP Local Housing Assistance Plan on February 9, 2016.

RECOMMENDED MOTION:

Approve the revised and updated Community Services Department Housing Program Policies and Procedures in accordance with revisions to the SFY2013-2016 and 2016-2019 SHIP Local Housing Assistance Plans.

CITY OF COCOA

COMMUNITY SERVICES DEPARTMENT

HOUSING & NEIGHBORHOOD SERVICES DIVISION

HOUSING PROGRAM POLICIES & PROCEDURES
FOR PURCHASE ASSISTANCE, OWNER-OCCUPIED REHABILITATION, DEMOLITION/REPLACEMENT PROGRAMS, SUBSIDY LAYERING AND MONITORING

Council Adoption of Revision – 2/09/2016

TABLE OF CONTENTS

	PAGES:
I. OBJECTIVE	3
II. DEFINITIONS & REFERENCES	3
III. DIRECTIVES	7
A. PROGRAM ADMINISTRATION	7
B. ELIGIBILITY	7
C. MARKETING	9
D. DETERMINATION OF WORK	10
E. OWNER CONTRIBUTION	12
F. CONTRACTOR PROCUREMENT	12
G. AGREEMENT AND LIEN	12
H. TEMPORARY RELOCATION	14
I. SWEAT EQUITY	14
J. PAYMENT PROCEDURE	14
K. CLOSE-OUT PROCEDURE	15
L. ASSISTING PREVIOUSLY ASSISTED UNITS & MAXIMUM ASSISTANCE LIMIT	16
M. SUBORDINATION OF CITY HOUSING ASSISTANCE LIENS	16
N. DEATH OR RELOCATION OF ELIGIBLE PROPERTY OWNERS	16
O. APPEALS	17
P. FOLLOW-UP	18
IV. PURCHASE ASSISTANCE PROGRAM POLICY	19
V. SUBSIDY LAYERING POLICY	26
VI. MONITORING POLICY AND PROCEDURES	30
VII. RESERVATION OF AUTHORITY	37

I. OBJECTIVE

This policy is designed to be utilized by the City of Cocoa's Community Services Department's Housing & Neighborhood Services Division staff in implementation of its federally funded *Community Development Block Grant* (CDBG) and the *HOME Investment Partnership Programs* (HOME) administered by the U.S. Department of Housing and Urban Development (HUD), and the State funded State Housing Initiatives Partnership (SHIP) Program, and any other grant funding the City may receive.

The intent of this policy is to clearly identify the specifications under which staff will implement programs that provide purchase assistance, housing rehabilitation, minor housing repair, and housing replacement (when it has been determined economically unfeasible to rehabilitate) assistance to owner occupied households at or below 80% of median income. Additionally, subsidy layering guidelines are identified within this policy. The Program will be implemented in partnership with private funding whenever available. The policy identifies authority levels for approval and eligibility restrictions, which exceed federal and state requirements.

II. DEFINITIONS & REFERENCES

- Section 420.907 et seq. Florida Statutes, State Housing Initiatives Partnership Act.
- Administrative Rule of the Florida Housing Finance Corporation, 67-37 et seq., State Housing Initiatives Partnership Program.
- Titles I and II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625, HOME Investment Partnerships Program.
- 24 CFR Part 92, Final Rule, HOME Investment Partnerships Program.
- 24 CFR Part 570, regulations, Community Development Block Grant Program.

Appeal Procedure: Established procedure by which an applicant or client may make a complaint or appeal a decision made by the Community Services Department's Housing and Neighborhood Services Program Staff.

Applicant: A person or household who submits a signed and completed program application for assistance.

Assets: Assets are defined by Section 8 regulations, 24 CFR Part 813. Actual or "Imputed" Income from assets is included in projected annual income. The Liquid Assets owned by the household of an Eligible Property Owner are limited to a cash value equivalent to the HUD determined annual income for a household at or below 80% of median income, adjusted for family size. Liquid assets do not include retirement accounts.

Brevard County HOME Consortium: a legal entity created through an intergovernmental agreement between Brevard County and the Cities of Titusville, Cocoa, Melbourne, and Palm Bay.

CDBG: Community Development Block Grant funds are provided to the city by the U.S. Department of Housing & Urban Development (HUD).

Contractor: Licensed contractor who has met City Housing Program requirements to perform work on housing projects and has not been debarred from performing work on federally financed projects.

Deferred Loan: A zero interest loan provided to qualified households which is forgiven without repayment upon satisfaction of all requirements of the household's agreement with the City of Cocoa.

Department: City of Cocoa Community Services Department's Housing & Neighborhood Services Division.

Eligible Property: A Single Family property, occupied as a principal residence by an Eligible Household, including the following:

1. The Owner occupied portion of a one to four family property.
2. A condominium or cooperative unit except that attached units will not be eligible for replacement under this policy.
3. Any of the above moved to a new foundation constructed with HOME funds.
4. Halfway housing, dormitories (including farmworker dormitories), and all types of student housing, not just student dormitories are excluded from assistance. These types of residence constitute facilities or provide short-term or transitory housing.

The Property must be located within the City of Cocoa, and have an after rehabilitation value not to exceed 95% of the median purchase price for the area, as published by HUD *(Projects performed in conjunction with the Brevard County HOME Consortium are not restricted to the city limits of Cocoa, but must be located within the boundaries of the Brevard County HOME Consortium Area).*

Eligible Property Owner: The household of the Eligible Property Owner must have a projected annual income at or below 80% of the median income level adjusted for family size. The Property Owner must occupy the property as his or her Principal Residence. A household owns the property if they:

1. Have a fee simple title; or
2. Maintain a 99 year leasehold interest; or
3. Have ownership or membership in a cooperative; or
4. Have a Life Estate; or
5. Have other forms of ownership approved by the City of Cocoa's Attorney's office.
6. Do not have any restrictions or encumbrances that would unduly restrict the good and marketable nature of the ownership interest; and
7. For HOME funded homeowner rehabilitation, §92.254(c) permits four (4) additional forms of ownership: heir property, life estate, living trust, and beneficiary deed.

Fair Housing: Requirements for non-discrimination based on race, color, sex, religion, handicap, familial status or national origin in accordance with Federal Regulations found at 24 CFR 100-146 and State Law FS 750.

General Property Improvements: These improvements include rehabilitation items which are corrections of health and safety code violations, but are improvements which place the unit in a readily maintainable condition for a useful life of at least five (5) years.

HOME: HOME Investment Partnership Program administered by the U.S. Department of Housing and Urban Development and disbursed through the Brevard County HOME Consortium.

HUD: United States Department of Housing and Urban Development.

Income: Projected annual income established in compliance with HOME, CDBG and SHIP regulations, specifically established at 24 CFR Part 813, the Section 8 regulations.

Income Limits: The City shall use the most current income limits issued for the program that is assisting the client (HUD or the State).

Liquid Asset: Liquid assets are those in the possession of the household seeking assistance which can readily and promptly be turned into cash in a savings or checking account or a CD less than 3 years old. The following are excluded: retirement accounts, CDs over 3 years old, savings bonds, jewelry, guns, cameras, and equity in boats, RVs, and campers.

Minimum Investment: The City shall ensure that the minimum HOME investment (or whichever funding source is used) is met.

Minimum Property Standards: Minimum Property Standards establish certain minimum standards for buildings constructed under various HUD programs. The Standards include specific requirements for the durability of such items as doors, windows, painting and wall coverings, kitchen cabinets and carpeting. The standards ensure that the value of the home is not reduced by the deterioration of these components. (HUD Handbook 4910.1)

Ownership interest: must be in good, marketable title, subject to only certain restrictions (such as HOME resale restrictions, mortgages, deeds of trust, or liens or instruments that secure debt on the property), provided these are approved by the City.

Principal Residence: The household must utilize the property as their primary residence, as established by eligibility for the State Department of Revenue Property Tax Homestead Exemption. The household may not vacate the unit for more than 120 non-consecutive days in any one calendar year for any reason, other than a hospital or nursing home stay.

Program: Housing & Neighborhood Services Division's Purchase Assistance, Owner-Occupied Rehabilitation, and Demolition/ Reconstruction Programs.

Reconstruction: permitted for units that were destroyed by disaster and are not standing on the site at the time of project commitment, provided that HOME funds are committed within 12 months of the date of destruction.

Rehabilitation: All units determined to require rehabilitation through housing grant funds shall be brought up to meet, at a minimum, the Florida Building Code approved by the City of Cocoa and the Program's written rehabilitation standards. Properties must meet local codes, grant funding requirements, including zoning regulations. Each major system must have a remaining useful life of at least five (5) years. Major systems include: structural support; roofing; cladding and weatherproofing (e.g. windows, doors, siding, gutters); plumbing; electrical; heating; ventilation; and air conditioning.

Replacement: All units that exceed $45,000 in rehabilitation assistance may be determined to require replacement. In cases where it is determined that the housing structure cannot be reconstructed on the same site, the eligible applicant will receive assistance in obtaining a new site and the original property will be deeded to the City of Cocoa, or to an organization designated by the City (i.e., CHDO or Habitat for Humanity).

Standard Housing Code: Minimum standards for basic equipment and facilities for all buildings intended for occupancy by owner-occupants or renters shall be in accordance with the Florida Housing and Building Codes. This is also the minimum standard for rehabilitation performed with grant program funds.

Students:
The 2013 Rule specifically excludes certain students from participating independently in the HOME program. The HOME program adopts the Section 8 Housing Choice Voucher (HCV) program restrictions on student participation found at 24 CFR 5.612, which exclude any student that:

1. Is enrolled in a higher education institution
2. Is under age 24
3. Is not a veteran of the U.S. military
4. Is not married
5. Does not have a dependent child(ren)
6. Is not a person with disabilities
7. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income.

Excluded students are prohibited from receiving any type of HOME assistance, including renting HOME-assisted rental units, receiving HOME tenant-based rental

assistance, or otherwise participating in the HOME program independent of their low- or very low-income families.

Subordination: The process of placing, ranking, or positioning a mortgage as secondary to the primary mortgage.

Uniform Physical Conditions Standards (UPCS): uniform national standards established by HUD for housing that is decent, safe, sanitary, and in good repair, pursuant to 24 CFR 5.703. These standards are newly adopted for HOME rehabilitation, acquisition, and tenant-based rental assistance projects in accordance with revisions made to the property standards requirements at §92.251.

III. DIRECTIVES

A. PROGRAM ADMINISTRATION:

The City of Cocoa's Community Services Department's Housing & Neighborhood Services Division shall be responsible for the administration of the Purchase Assistance, Owner-Occupied Rehabilitation, and Demolition/Reconstruction Programs.

B. ELIGIBILITY:

1. Applications shall only be received from homeowners that reside within the city limits of Cocoa. Homeowners whose property lies outside the City of Cocoa will not be accepted. These homeowners will be referred to the appropriate office within that municipality.

2. Applications from owners of trailers, mobile homes and other manufactured housing will not be accepted for this Program except when the unit is eligible for replacement with a site-built home or the city receives a grant which specifically allows assistance of such units. Applicants must submit a signed and dated application (provided by the Housing and Neighborhood Services Division) verification of ownership of an eligible property, verification of current homeowners' insurance, verification of payment of all taxes, verification of current mortgage statement (if any) and utilities, and verification of income and assets in a format approved by the City in accordance with the regulations of the grant funding. Completed applications are reviewed by staff in order of date received.

3. In the event a County, State, or Federal Disaster declaration is made, applicants who need assistance due to damage or destruction incurred during the disaster event will be given precedence over other applications; and

4. If property insurance proceeds or disaster assistance (FEMA, SBA) is received, proceeds must first be applied towards the repairs/rehabilitation of the property before the City provides any form of assistance. A statement of benefits along with proof of repairs must be provided.

5. Applicant must be a homeowner named on a Warranty Deed, Quit Claim Deed or other recorded document which the City Attorney's office has determined demonstrates a valid ownership interest.

6. The assistance level is determined by income level as listed in Section III.D.5.

7. If a property is owned by more than one individual, the residency of the co-owner(s) (spouse, former spouse, family member, friend, etc.) must be verified.
   a) If the co-owner(s) reside in the household, then the co-owner(s) income must be included in the eligibility determination.
   b) If the co-owner(s) has documented his/her residence at another location, then the co-owner(s) income is not calculated in to the household income. However, he/she must sign the Agreement with the City and the mortgage lien.

   It is important to note that the State of Florida does not have a "legal separation" provision. As a result, if an applicant is still married, it doesn't matter if he or she does not still reside in the property with their spouse.

8. Applicants who have been determined to be Eligible Property Owners are served on a first qualified, first served basis, based on the date of determination of eligibility after review of the completed application. Applicants may be required to re-verify income and residence, after a time period determined by the grant funding, whichever is strictest. In addition, the City reserves the right to request additional or updated information at any time during participation in the program. In the event that there is an income, elderly or special needs preference, those grant required preferences will be shown priority in assistance.

9. Applicants may not be given assistance if they have demonstrated their intention to sell or transfer their property within the next year; have a judgment, tax lien or other government lien on their property; or are determined to not have a good ownership interest through the underwriting review conducted by Program staff. Additionally, applicants may not be given assistance if they are more than one (1) month behind on their mortgage payment or utility payments.

10. To complete determination of applicant eligibility, the Program staff will request a title search (Ownership & Encumbrance Report) of the proposed property to determine ownership interest and eligibility of the property.

11. An underwriting review is conducted to ensure that City administered funds are utilized in a manner that ensures that financial accountability standards are met. An Applicant whose property has liens recorded against it which in total are in excess of the Property Appraiser's assessment of value of the property for the most recent assessment year shall be restricted to assistance or may be deemed ineligible and not assisted at all.

12. If an Applicant is determined to have impediments (e.g. liens, judgments, water liens, code enforcement liens/issues) to receiving assistance through these City Programs, staff will provide guidance and counseling to the Applicant to remove these impediments. Applicants are not Eligible Property Owners until all impediments have been removed or, alternatively, the level of assistance may be restricted due to the severity of the impediment(s). In these instances, limited assistance may be provided which eliminate public health or severe code deficiencies.

13. Applicants who are determined to be ineligible for assistance or who decline assistance through the Program must first show proof that their circumstances have changed to warrant a review and complete a new application. They will be considered new applicants at that point.

14. All properties assisted with federal or state funds, may be subject to an environmental review, lead based paint testing and abatement, and/or asbestos testing.

15. If it is determined that the property lies in a flood zone, the owner will be asked to demonstrate that there is flood insurance carried on the property until close-out of the project.

16. All housing rehab applicants must have homeowners insurance. If the home is uninsurable due to code issues, the applicant must provide documentation that homeowners insurance shall be obtained upon completion of rehab assistance.

17. Ineligible Applicants will be counseled on the City Approved Appeal Procedure.

18. Assistance shall not be provided to any property owner with an active code enforcement lien. All code liens must be satisfied prior to housing assistance.

19. Items in project case file shall consist of: underwriting information, applicant information, legal documents, property information, and construction management.

20. Items in case file shall consist of: project documentation, participant eligibility, property eligibility, property standards, eligible costs, contractor selection, construction management, loan processing and servicing, and on-site inspection.

21. The timeframe for income source documentation shall be 2 months for HOME assisted activities.

C. MARKETING:

I. The City of Cocoa shall abide by the Brevard County HOME Consortium Affirmative Marketing Policy.

II. The City shall take affirmative marketing steps to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the

housing market area. A wide range of marketing strategies will be implemented to ensure that eligible persons have a reasonable opportunity to be informed about the program opportunities being carried out by the City of Cocoa and the Brevard County HOME Consortium.

III. On an annual basis, the City will review its marketing efforts to assess fair housing outreach and comply with fair housing regulations.

D. DETERMINATION OF WORK/OWNER-OCCUPIED REHABILITATION:

I. Upon determination of property eligibility, Program staff will inspect the unit utilizing the Florida Building Code for existing housing adopted by the Cocoa City Council and Department approved rehabilitation standards, and will prepare work specifications and a cost estimate.

II. Rehabilitation Standards must be adequate to extend the useful life of the property for at least five (5) years, preferably longer, to protect the security of the rehabilitation deferred payment loan. Department approved rehabilitation standards shall include, at a minimum:

a) Correction of all violations of the Florida Building Code.

b) Correction of observable and identifiable problems which would lead to the violation of the Florida Building Code within the lien period.

c) Incidental repairs related to work performed under 2.a) or b) of this Section. (e.g. repair and painting of wall due to roof leak)

d) Addition of energy efficiency improvements which decrease the operating cost of the unit.

e) All replacement materials will meet FHA Minimum Property Standards and applicable industry standards.

f) Household systems and equipment shall be replaced on a unit for unit basis. Determination shall be based on need and safety of the household, including size of household and handicapped status of household member(s).

g) Barrier free items, such as, building/installing wheelchair ramps, grab bars, accessible showers, handicap toilets, sinks/faucets and widening of doors.

h) In accordance with Section 420.9075(3)(d), F.S, the City of Cocoa shall expend SHIP funds in a manner that encourages reduced long-term costs relating to maintenance, utilities, and/or insurance. Innovative design, green building principles, storm-resistant construction, or other elements will be incorporated in all housing strategies both for sustainability and to promote greater affordability.

III. All units assisted with federal funds will be evaluated for the potential presence of lead-based paint and asbestos. Owners will be noticed on the hazards of lead based paints. The treatment of defective paint surfaces is required.

IV. Property Owners who are determined to be eligible for assistance shall receive financial assistance for the repair, rehabilitation or replacement of their home in accordance with the following schedule, under the requirements defined in Paragraph 6 of this section:

INCOME LEVEL ADJUSTED BY FAMILY SIZE*	MAXIMUM ASSISTANCE
0 – 50% Median Income	$40,000 - Homebuyer
51 – 80% Median Income	$35,000 - Homebuyer
80 – 120%	$30,000 - Homebuyer
0 – 80% Median Income	$49,000 – Rehabilitation $20,000 – Minor Repairs $150,000 – Replacement

**The median family income is based on census data on family incomes updated using a combination of bureau of labor statistic earnings and employment data, Census P-60 median family income data, and Census American Community Survey data on changes of state median family incomes.*

6. The following requirements are placed upon the determination of Maximum Assistance:
   a) The level of award is supported by the average age of the City's current housing stock, increase in construction materials, and the increase in replacement costs.

7. Upon completion of the work specifications by Program staff, the Owner will review the proposed work specifications and consent to the specifications in writing. Any issues relating to the proposed work will be resolved before proceeding to Contractor procurement.

8. If a property is determined to require rehabilitation in excess of the funds available through the Program, the owner will be notified. The owner will be provided the opportunity to secure private financing for necessary rehabilitation/replacement whose cost is in excess of available funds. If additional funding is not identified, the property will be assisted to the extent possible with the available financial resources or in the case of rehab put on a replacement waiting list until funds are available.

9. Occupancy and special needs of replacement units:

   1. All persons living in the household at the time of application shall be included when computing family size and income.

   2. Occupancy standards shall be consistent with the Florida Building Code approved by the Cocoa City Council and local zoning requirements. The

existing number of bedrooms shall be replaced unless determined to be inadequate for the size of the household.

REPLACEMENT HOUSING The following requirements apply to units which are demolished and replaced through this Program. Replacement housing can be carried out by demolishing the existing structure and constructing a new home on the same site or by having the homeowner deed the existing property to a Community Housing Development Organization (CHDO) or a non-profit organization that owns property and is willing to, with an agreement with the City, exchange properties and construct a replacement home on a different lot within the City:

a) Unless the existing mortgage holder agrees to the demolition and replacement, the property must be free of encumbrances and mortgages.

b) $150,000 is the maximum amount allotted per unit for replacement house, this includesconstruction costs and eligible non-construction costs. The eligible property owner will be required to obtain other financing (or funds) for the remainder of the cost to construct, if needed.

c) The Building Valuation Data published annually by the Florida Building Code as adjusted for the region which includes Brevard County will be utilized to determine reasonable cost of construction by the Florida Building Code plus 5%, shall serve as the maximum cost allowable under this Program for construction of the new unit.

d) Applicants may not have a vested interest in any other property, which could be used as their primary residency.

The City has the right to replace homes based on the severity of the condition of the home and the imminent danger of the structure to the people living within the unit.

E. OWNER CONTRIBUTION:

If the recipient receives FEMA assistance or insurance proceeds, those funds must go towards the rehabilitation or reconstruction of their home first.

Households with more than $4,000 in liquid assets must apply those additional assets beyond the $4,000 towards the rehabilitation or reconstruction of their home. Liquid assets do not include retirement accounts.

F. CONTRACTOR PROCUREMENT:

All Local, State and Federal procurement policies must be adhered to during the program's Contractor selection process. The City's local procurement policy is the Financial Operations Manual (FOM). The FOM is adhered to for all housing related procurements.

G. AGREEMENT AND LIEN:

1. Upon receipt of an approved quote or bid, the Eligible Property Owner will be requested to sign an agreement which stipulates restrictions on the transfer or resale of the property, includes the scope of work to be performed; and identifies the City as a party to the Agreement as the Owner's agent to contract for and carry out the agreed upon repairs and improvements. All Eligible Property Owners must demonstrate adequate insurance coverage, including flood insurance, if so required, for the duration of the construction period. Eligible Property Owners are counseled on the importance of maintaining coverage after construction is completed.

2. Agreements will be executed in accordance with the City's Financial Operations Manual (FOM).

3. Assistance will be provided in the form of a deferred payment loan, secured by a mortgage lien recorded against the property. The mortgage shall not incur interest, nor shall payment be required if the property continues to be used as the Principal Residence.

4. The affordability period is determined by the grant or the following (whichever is stricter):

Minor Repairs less than $20,000	5 year lien forgivable at 20 percent per year
Housing Rehab $20,001 - $49,000	10 year lien forgivable at 10 percent per year
Housing Replacement	20 year lien forgivable at 5 percent per year
Homebuyer Assistance	10 year lien forgivable at 10 percent per year

5. If HOME funds are used, HOME affordability rules apply over the above affordability periods. The HOME affordability period starts from the date that the activity is closed in IDIS.

6. The lien recorded against participant's properties will specifically state that transfer of ownership "shall constitute a default and the balance of the Note unforgiven shall become due and payable in full." In addition, the Note shall specify that "the remaining balance will accrue interest at 3% annum at the time of default. If the City does not demand payment upon default, such action does not constitute a waiver." The mortgage amount is depreciated on an annual basis if the following conditions occur:

    - The homeowner continues to reside in the unit in accordance with the terms of the Agreement; and

    - The eligible homeowner provides proof that all insurance, mortgage payments and taxes are current; and

- The property is free of all code violations.
- The property has not been rented out.
- Deployment does not constitute a default.

On, and only on, each anniversary date of the execution of the mortgage, the value of one year's payment will be deducted (if applicable) from the balance owed when all of these conditions are satisfied.

7. The deferred mortgage lien is recorded prior to commencement of the construction project.

8. Minor housing grants, used for handicap accessibility or retrofit improvements, may be disbursed as a grant.

9. Any post-construction agreements or warranties are between the Homeowner and the Contractor and should only be completed after all the work is completed with under the City's Agreement.
10. Homeowner is required to pay for the cost of the satisfaction of mortgage upon expiration of the lien.

H. TEMPORARY RELOCATION:

The Uniform Act, passed by Congress in 1970, is a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes. The Uniform Act's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects. In the case of minor repairs, housing rehabilitation, and homebuyer assistance, it is anticipated that temporary relocation is not necessary. Relocation assistance provided by the City to Owners, when determined to be necessary by Program staff, shall be in accordance with the URA.

- 49 CFR Part 24 is the government-wide regulation that implements the URA.
- HUD Handbook 1378 provides HUD policy and guidance on implementing the URA and 49 CFR Part 24 for HUD funded programs and projects.

I. SWEAT EQUITY:

In order to prevent costly delays and interruptions to the Contractor's schedule, an owner (including relatives and/or friends) may not perform work on the Eligible Property during the construction period. Should an Eligible Owner wish to perform some improvements to the Property which is outside the scope of the work write-up, those

improvements must be performed prior to the Contractor solicitation, or after the job has been completed and final payment has been made.

In addition, the homeowner may not change the scope of services with a Contractor by offering to complete a certain task(s) in exchange for other work to be done. If this occurs, it will constitute a violation of the Construction Contract and could result in the Contract being terminated. In addition, any monies expended would then become the responsibility of the Contractor and/or homeowner.

J. PAYMENT PROCEDURE:

1. Funds are secured by a Purchase Order prior to the start of construction, as stipulated in the agreement. Funds are disbursed in accordance with the disbursement schedule, (upon written request of the Contractor, and authorization of the Owner, Housing Program Manager and Deputy Director of Community Services Department).

2. Change orders shall be approved by the City and the property owner. The Change Order shall be added or deducted from the purchase order and all documents will be amended accordingly.

3. Upon receipt of an invoice from the Contractor, both the owner, Housing Program Manager, and the City of Cocoa Building Inspector shall inspect work for quality and completion.

4. Payment will be issued to the Contractor within 30 days for such amount as the City determines to be properly due. If payment is withheld, the City will state in writing, within 5 days, cause for withholding a payment. The City reserves the right to withhold payment for defective work and/or pay subcontractors directly.

5. The City on the basis of reasonable and verifiable evidence, may withhold from any payment, such amounts as may be necessary for protection of the Owner against loss caused by:
   a) Defective work not remedied;
   b) Third party claims filed;
   c) Failure of the Contractor to make payments to Subcontractors;
   d) Failure to pay for material, equipment or labor; and/or
   e) Failure to perform the work in accordance with the Agreement documents or to provide a construction schedule as required by the Agreement.

6. Contractors contracted for rehabilitation/replacement work in which the City's funding commitment exceeds $15,000 will have ten percent (10%) of their progress payment requests subject to retainage. The retainage will not be released until all work is completed, all necessary paperwork is received and the City closes out the project. If there is a dispute over quality or completion of work, the retainage shall be held until resolution occurs.

7. Final payment shall not made until the Contractor provides Release(s) of Liens, copies of permits to the Department, all inspections are completed, and copies of the Project Warranty and the Close-out form are submitted.

8. Any incidence of inadequate performance by a Contractor will be documented in accordance with City policy and procedure. Contractors may be suspended or debarred from further participation in the City's Housing Programs.

K. CLOSE-OUT PROCEDURE:

Assistance is completed upon final acceptance by the Owner of completed work and Program authorization for final payment.

L. ASSISTING PREVIOUSLY ASSISTED UNITS & MAXIMUM ASSISTANCE LIMIT:

Households which have previously been assisted through the City's housing programs shall be limited to receiving one additional instance of minor repairs. These repairs shall be limited to health/safety repairs whose cost shall be no more than $20,000 if the household has no need for handicap accessibilities. If client is elderly or has need of handicap accessibilities, assistance will be up to $49,000 for handicap accessibilities to include (but not limited to) ramps, grab bars, and walk-in showers.

Households which have previously been assisted with HOME funds may be assisted during the first year of project completion. After the first year, no additional HOME funds will be provided to a HOME-assisted project during the relevant period of affordability.

M. SUBORDINATION OF CITY LIENS:

1. An Owner requesting a subordination of the City's lien must make this request in writing, indicating the reason for the request.

2. Only subordination requests which increase the affordability of the housing unit, or assist a household with medical expenses, not associated with consumer debt, shall be considered.

3. As indicated in Resolution 97-18, The City Manager or Designee must authorize any subordination requested. Staff will identify for the City Manager or Designee, the current status of the City's equity position and the equity position if the subordination request is approved.

4. The Owner may be charged any recording fees necessary for the subordination.

N. DEATH OR RELOCATION OF ELIGIBLE PROPERTY OWNERS:

Upon the death or relocation of the Eligible Property Owner during the mortgage period, the mortgage balance shall become due in full. The City of Cocoa will require

repayment of the mortgage balance at the time of refinancing of the property. If no refinancing of the property occurs at the time of death or relocation of the Owner, the mortgage balance shall cease to depreciate and will be frozen at the balance in place at the date of death or relocation. The lien will continue against the property until repayment is made or the lien period is concluded. At any time during the lien period, the Owner, or heir shall have the right to repay the current balance without penalty.

In cases wherein death or relocation of the Eligible Property Owner has occurred, the City will notify the owner or surviving heir(s) of the following options:

OPTION I. Housing Unit Remains an Affordable Housing Unit:
The City will allow the property to continue to be used as is if both of the following conditions are met:

- The individual(s) who inherits the home wishes to reside in the home as their primary (Homestead Exemption) residence; and

- The individual(s) are willing to meet all program requirements, including but not limited to, certification of their income/assets and assuming responsibility for the City's lien.

Option I satisfies the City's goal of promoting decent and safe affordable housing units while eliminating slum and blight. However, if the heir is unable or unwilling to meet the requirements of Option I, the City will pursue Option II.

Option I. is not offered to owner or surviving heir(s) of a replacement home. Owners or surviving heir(s) of a replacement will be notified of Option II and Option III.

OPTION II. Satisfaction of the City's Lien:
The City will request that the heir satisfy the remaining balance of the lien. This will be accomplished through either of the following:

- The individual(s) who inherits the property pays the balance due; or

- The individual(s) who inherits the home obtains a new lien against the property in their name satisfying the City's lien; or

- The individual(s) who inherits the property sells the home, thereby satisfying the City's lien. The remaining proceeds from the sale of the home once the City's lien is satisfied would belong to the heir(s).

Option II is still in line with the City's goal of promoting decent and safe affordable housing units while eliminating slum and blight because the recaptured funds are then used to help other projects. However, if the heir is unable or unwilling to pursue either of the strategies in Option II, the City will pursue Option III.

OPTION III. Declare the Notes in Default & Bring Foreclosure Action:
If Option I or II cannot be satisfied, the City will declare the notes in default and bring foreclosure action on the property. Option III is still in line with the City's goal of promoting decent and safe affordable housing because the home will then be used to provide housing to another qualified applicant.

O. APPEALS:

Any Applicant or client wishing to make a complaint or appeal a decision made by the Program shall be given a copy of the City Approved Appeal Procedure.

P. FOLLOW-UP:

Periodic follow-up contacts with the property owner(s) at 30 day, 60 day and 12 month intervals are scheduled by the Program Staff to ensure compliance with program guidelines and ascertain additional counseling needs. In addition, on an annual basis City staff will request updated copies of the homeowner's insurance, taxes and mortgage (if applicable) statements to ensure that the are current.

IV. PURCHASE ASSISTANCE PROGRAM POLICY

I. PURPOSE

The purpose of this document is to establish the policies of the City of Cocoa's Purchase Assistance Program (PAP) so as to promote fairness and equitable treatment of applicants and recipients of program assistance. The scope of the program is to provide purchase, closing costs, and rehabilitation assistance to very low-, low- and moderate-income buyers purchasing housing units in the City limits of Cocoa. Policies are written in accordance with the enabling legislation and implementing regulations of the State Housing Initiatives Partnership Program (SHIP), administered by the Florida Housing Finance Corporation (FHFC) and the HOME Investment Partnership Program (HOME), a housing grant of the U.S. Department of Housing and Urban Development (HUD).

II. PROGRAM GOALS

In accordance with the needs identified, the priorities established, and the objectives and strategies outlined in the City's Consolidated Plan, annual Action Plan, SHIP Local Housing Assistance Plan, and the Housing Element of the City's Comprehensive Plan, and in accordance with the 2013 HOME Final Rule, the goals of the Purchase Assistance Program are:

- *the provision of affordable housing to low income households; and*
- *the preservation of existing housing stock.*

III. REFERENCES

- Section 420.907 et. seq. Florida Statutes, *State Housing Initiatives Partnership Act.*
- Administrative Rule of the Florida Housing Finance Corporation, 67-37 et. seq., *State Housing Initiatives Partnership Program.*
- 24 CFR Part 92, 2013 HOME Final Rule*, US Department of Housing and Urban Development*.

IV. DEFINITIONS

Affordable means that monthly mortgage payments including taxes and insurance do not exceed 30% of that amount which represents the percentage of the median annual gross income for the household's income group (e.g. very low- or low-income group). It is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark.

Applicant means a person or household who submits a signed and completed Purchase Assistance Program application for assistance.

CDBG means Community Development Block Grant.
Department means the Housing and Community Services Department of the City of Cocoa.

FHFC means the Florida Housing Finance Corporation.

General Property Improvements mean those improvements which are not corrections of health and safety violations, but which place the unit in a readily maintainable condition and conform it to other standard units in the local housing market.

HOME means HOME Investment Partnership Program.

Homeownership defined in §92.2 and is revised to clarify that, contract for deed, installment contracts and land sales contracts are specifically excluded.

Low income means that the household income is 51% to 80% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA.

Melbourne-Titusville-Palm Bay (Brevard) MSA means the Metropolitan Statistical Area used for demographic data purposes.

Moderate income means that the household income is 81% to 120% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA.

Principal Residence means the household must utilize the property as their primary residence, as established by eligibility for the State Department of Revenue Property Tax Homestead Exemption.

Rehabilitation means repairs or improvements that are needed for safe or sanitary habitation, correction of substantial code-violations, or the creation of additional living space in accordance with the Florida Building Code.

SHIP means the State Housing Initiatives Partnership Program.

Very low income means that the household income is below or equal to 50% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA.

V. ELIGIBILITY

1. Household Eligibility
   a. The applicant's household income may not exceed 120% and 80% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA as determined annually by HUD when using SHIP and HOME or CDBG funds respectively.
   b. Households with more than $4,000 in liquid assets within a savings or checking account must use the difference towards the purchase of the home.
   c. The applicant and/or co applicant must have received City-approved homebuyer education and one-on-one housing counseling.
   d. The applicant must be able to obtain to obtain a 30 year first mortgage through a non-predatory lending institution.
   e. The applicant must be able to provide proof of responsible lending and sustainable (e.g., no predatory loans) in accordance with §92.254(f).

2. Unit Eligibility
   a. The unit must be located in the city limits of Cocoa.
   b. The purchase price of the unit may not exceed 90% and 95% of the median area purchase price for existing homes or new construction in the Melbourne-Titusville-Palm Bay (Brevard) MSA as established by the United States Department of Treasury when using SHIP or HOME funds respectively.
   c. The assistance may not be used to purchase a mobile or modular home.
   d. Existing units may have a swimming pool or similar amenity.
   e. Reasonable closing fees may be charged. However, all fees shall be reviewed by the Housing Program Manager and approved.

   i. Eligible forms of homeownership when using HOME funds:

- Fee simple title in a 1- to 4- unit dwelling or condominium unit or at least a 99-year leasehold interest, except:
    - Housing located in insular areas must have a ground lease for at least 40 years
    - Housing located on an Indian trust or restricted Indian land, for at least 50 years
    - Housing located on land owned by a community land trust, for at least 50 years
    - Manufactured housing on a ground lease that is at least equal to the applicable affordability period §92.251(e).

3. Levels of Assistance

The actual assistance will be the *minimum* amount needed to get the applicant into an affordable unit.

a. The maximum assistance for households with incomes at or below 50% of the median is $40,000.
b. The maximum assistance for households with incomes at 51% - 80% of median is $35,000.
c. The maximum assistance for households with incomes at 80% - 120% of median is $30,000.
d. When used to purchase an existing home requiring rehabilitation, $5,000 is available for any combination of down payment, closing costs and rehabilitation. Rehabilitation shall be completed in accordance with Florida Building Code. Any rehab completed shall have a minimum useful life of at least five (5) years for major systems. Work write-ups and written cost estimates shall be reviewed and approved by the City. The City shall determine if the costs are reasonable, and plans and specifications are in compliance with the City's written standards.

In order to prevent over subsidization of the homeowner or the excessive closing costs charged by the lender, the City reserves the right to refuse assistance. In such cases, the homebuyer will be asked to renegotiate the loan or to seek another lender.

3. Other Loan Terms

The assistance will be in the form of a deferred payment loan, secured by a zero percent (0%) interest mortgage in favor of the City of Cocoa and forgiven at the end of the term. In addition to the affordability period, the following terms will apply to each loan:

1. Death of the mortgagor: The passing of title due to the death of the mortgagor to other than a spouse or co-mortgagor holding an interest in the property as a co-tenant is deemed a conveyance.
2. Leasing: Leasing the premises for any period of time is deemed a conveyance.

3. Continued Occupancy: The mortgagor must reside in the assisted property as his/her principal residence for the life of the loan. If for any reason, other than a hospital or nursing home stay, the mortgagor vacates the premises for more than a period of 120 days in any one calendar year, such vacation shall constitute default.
4. Interest: There is zero interest on the loan except in the case of default, at which time the remaining balance shall accrue interest at five percent (5%) per annum.
5. Maintenance: The mortgagor must keep the property maintained and in good repair according to the Florida Building Code and all applicable codes of the City of Cocoa.
6. The homeowner will be required to pay for the cost of the satisfaction of mortgage upon expiration of the lien term.

4. Subordination of Liens

Subordination of liens will be considered for the following reasons only:

- Only subordination request which increase the affordability of the housing unit, decreases the term of the loan, provides a lower interest rate or not associated with consumer debt.
- Each request shall be reviewed on a case by case basis. The Housing and Neighborhood Services Manager has the right to deny or agree to subordination.

5. Affirmative Marketing

It shall be the policy of the City of Cocoa to affirmatively market the Purchase Assistance Program in such a way as to promote fair housing in accordance with the applicable marketing requirements of the SHIP Program regulations and the HOME rules. The City adheres to the Brevard County Affirmative Marketing Policy.

6. Selection Criteria

All assistance is subject to the availability of funds. Assistance will be on a first come, first ready basis.

Applicants cannot have owned a home within 30 days of closing and any net proceeds from the sale of a previous home should be applied to the purchase of the new home prior to receiving down payment assistance.

Applicants that have previously received state or federal down payment assistance are not eligible for assistance for six (6) months.

7. Owner Contribution

The applicant must make a minimum cash contribution towards the purchase of the home.

- Households with incomes at or below 50% of the median must contribute a minimum $500.
- Households with incomes at 51-80% of median must contribute a minimum of $750.
- Households with incomes at 81-120% of median must contribute a minimum of $1,000.
- Households with more than $4,000 in liquid assets in a savings or checking account must apply those additional assets beyond the $4,000 towards the purchase of their home.

8.Notification of Award

An award letter, also called a letter of commitment, will be issued within 30 days after the income has been certified. The award letter will be good up-to six months. Clients may be subject to a re-certification if more than 120 days have lapsed and the client has not received assistance. This will be determined on a case by case basis.

8. Purchase Assistance Program

In the event that the City shall desire to have a sub-recipient/non-profit administer the Purchase Assistance Program, the selection process shall be done according to the City's Financial Operations Manual as it relates to procurement. The sub-recipient/non-profit will administer the program based on the City of Cocoa's Housing Policies and Procedures.

10. Housing Counseling/Homebuyer Education

The Housing Counseling/Homebuyer Education Program shall at all times be administered as follows:

a) DESCRIPTION OF WORK TO BE PERFORMED

The Housing Counseling/Homebuyer Education Program shall be implemented as a turnkey operation. The agency administering the program shall market the program, schedule and make all arrangements (sites, speakers, materials, etc.) for homebuyer education classes, and provide housing counseling on an individual basis to each homebuyer. The agency must also provide proof of attendance by homebuyers.

A. LEVELS OF ACCOMPLISHMENT

Activity #1 Housing Counseling to individual homebuyers.

Performance standards by which success will be measured include, but are not limited to, the following:

(a) Keeping of accurate time sheet records of housing counseling staff, demonstrating actual time spent on housing counseling activities;
(b) Housing counseling must be carried out by a certified housing counselor (as defined by the National Federation of Housing Counselors, or its

equivalent);
(c) File evidence of housing counseling notes.
(d) Housing counseling shall be provided in accordance with §92.254(a)(3) when using HOME funds.

Activity #2 Homebuyer Education Classes

Performance standards by which success will be measured include, but are not limited to, the following:

(a) Classes must follow, at a minimum, the Fannie Mae recommended homebuyer education course outline.
(b) Classes must include a Fair Housing Law education component.
(c) File evidence of classes, including, but not limited to copies of agendas, sign-in sheets, and class evaluations by participants.

11. SUSTAINABLE HOMEOWNERSHIP UNDERWRITING

The City shall have written underwriting standards that evaluate the homebuyer in accordance with §92.254(f) regarding:

- Housing debt and overall debt
- Monthly expenses of the family
- Assets available to acquire housing
- Financial resources available to sustain housing

12. SPECIFIC HOME REQUIREMENTS

- HOME statute requires initial purchase price/after rehab value not to exceed 95% of area median purchase price in accordance with §92.254(s)(2)(iii).
- City sponsored homebuyer units which remain unsold after six (6) months after construction shall be converted to rental units, for the rental affordability period, or HOME funds must be repaid. A ratified sales contract is sufficient to demonstrate a sale. Units can become lease-purchase only if: the City has an established lease-purchase program, and an Agreement with the homebuyer is executed before the deadline.
- In accordance with §92.254(f) the City shall ensure that loan terms of any loans to which HOME funds are subordinated are reasonable and sustainable.
- If a non-governmental lender is providing both first mortgage financing and HOME assistance (as a subrecipient or contractor), the City shall verify income eligibility and inspect housing for compliance with applicable property standards.
- For HOME funds, lenders cannot charge fees.
- The City shall follow the resale and recapture requirements of §92.254(a)(5) within the Brevard County HOME Consortium Consolidated Plan and annual Action Plans. The resale provisions clearly define “fair return” and “reasonable range of low-income homebuyers.”
- In accordance with §92.251(c) the City shall determine assisted housing is decent, safe, sanitary and in good repair. All assisted housing shall meet the Florida Building Code and shall not contain deficiencies proscribed by HUD based on inspectable items and areas pursuant to 24 CFR 5.702 (UPCS Checklist).

- The City shall inspect housing and document compliance no earlier than 90 days before commitment of HOME funds.
- The City shall rehab housing that fails to meet these property standards or HOME funds cannot be used to acquire it, in accordance with §92.251(c).
- A contract for deed (also known as an installment contract or land sales contract) is *not* an eligible form of homeownership.

13. Complaints and Appeals

Any complaint or appeal shall be submitted by the applicant in written form within 5 business days from notification of funding recommendation for disposition by the Housing Program Manager who shall respond in writing within 5 days of receipt of same, where practicable.

The Housing Program Manager's reply shall indicate the avenue of appeal which shall be to the Deputy Community Services Director. The Deputy Community Services Director will make the final determination unless the determination warrants a legal opinion, in which case, the final determination will be made by the City Attorney.

V. SUBSIDY LAYERING POLICY

I. PURPOSE

The purpose of these local guidelines is to provide guidance in evaluating projects using HOME funds in combination with other governmental assistance to ensure that no more than the necessary amount of HOME Program funds are invested in any one project to provide affordable housing.

II. BACKGROUND

Both Section 212(f) of the Cranston-Gonzalez National Affordable Housing Act, as amended, and 24 CFR Part 91, the consolidated plan final rule, require the City of Cocoa to provide a certification with the consolidated plan. This certification asserts that prior to the commitment of funds to a project, the City will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other governmental assistance than is necessary to provide affordable housing.

III. DEFINITIONS

Governmental Assistance - Governmental assistance includes any loan, grant, (including Community Development Block Grant), guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal, State or local government for use in, or in connection with, a specific housing project.

Maximum Per Unit Subsidy Limits - The amount of HOME funds that the City may invest on a per-unit basis in affordable housing may not exceed the per unit dollar limits established under section 221(d)(3) of the National Housing Act for elevator-type projects, involving nonprofit mortgagors that apply to the area in which the housing is located. These limits are available from the Multifamily Housing Division in the HUD Field Office. If the City's per unit subsidy amount has already been increased to 210% as permitted under section 221(d)(3)(ii) of the National Housing Act, upon request to the Field Office, HUD will allow the City’s per unit subsidy amount to be increased on a program-wide basis to an amount up to 240% of the original per unit limits.

As a general rule, the City will consider all the factors relevant to feasibility of a project, which may include, but are not limited to, past rates of returns (in that area for that type of project) to owners, sponsors, investors; the long-term needs of the project and its tenants; and the usual and customary fees in the development of the project. In addition, the City will also consider the population that is being served when conducting the layering review. For instance, if the targeted population is 60 percent of median income for the area, that results in one level of assistance; if the targeted population is very low-income, e.g., below 30 percent of area median income, that will result in an increased level of HOME or other assistance. If low-income housing tax credits or any HUD funding source is used, the City will rely upon the allocating agency's evaluation to ensure that HUD subsidies are not greater than necessary to provide affordable housing.

Project Evaluation:

1. Source/Uses of Funds

The applicant should provide supporting documentation for all other costs as specified in the Sources/Uses of Funds statement. If the documentation is not adequate and does not support the costs as stated, the City will request additional documentation, a second opinion and/or reference from the appropriate source (i.e. another construction cost estimator, another architect or lawyer), or deny the project HOME funding. It should be noted that for projects with tax credits to be sold, the proceeds from the sale of these credits must be identified as a source of funding.

The Sources/Uses of Funds statement should reflect the project development budget and should list all proposed sources (both private and public) of funds and the dollar amount(s) for each respective source; and all uses of funds (including acquisition costs, rehabilitation/or construction costs, financing costs and professional fees) associated with the project.

The Sources/Uses of Funds should include the commitment letters with all terms and conditions for all mortgages, grants, subordination agreements, bridge (interim) loans and investment tax credits (historical, low-income, if applicable); and if the applicant is a partnership, a copy of the partnership agreement, which will indicate the cash contributions by the general partner(s) and/or limited partner(s).

The City shall request the following: (1) earnest money agreement, option or closing statement for land and/or building(s); (2) construction cost estimate; (3) construction contract or preliminary bid(s); (4) agreements governing the various reserves which are capitalized at closing (to verify that the reserves cannot be withdrawn later as fees or distributions); (5) appraisal (to substantiate the value of the land and the value of the property after rehabilitation or the structure being built); and (6) if low-income housing tax credits are utilized, documentation on the syndication costs (legal, accounting, tax opinion, etc.) from the organization/individual who will syndicate and sell the offering to ensure that the project can support the fees necessary to syndicate/fund the project. All assumptions in the offering should be verified in the supporting documentation.

2. Certification of Federal Assistance

A formal certification from the applicant(s) will be reviewed concerning the governmental assistance provided or to be provided to a project. If no such governmental assistance is to be provided at the time of the application or in the future, the applicant(s) should certify to that fact. The applicant(s) should also certify that should other governmental assistance be sought in the future, the City will be notified promptly. These assurances may take the form of a certification.

3. Project Development Budget

Ensure that the costs being funded by the HOME Program are eligible and HOME funds per unit do not exceed the maximum per-unit subsidy limits. Focus will be on the project's quality, and construction costs, architectural and engineering fees and consulting fees. The determination of "reasonableness" of the costs will be based

on all of the following factors: (1) costs of comparable projects in the same geographical area; (2) the qualifications of the costs estimators for the various budget line items and (3) comparable costs published by recognized industry cost index services.

4. Rate of Return on Equity Investment

Scrutinize the proforma to ensure the cash flow projections are reasonable in light of the present economic conditions since the rate of return on the investment is partially predicated on the cash flow. All proformas should include, but are not limited to project income and expense statement, which should include achievable rent levels, market vacancies and operating expenses and also specify the consequences of tax benefits, if any, and any other assumptions used in calculating the project cash flow to determine the reasonableness of the rate of return on the equity investment. The proforma should represent, at a minimum, the term of the HOME affordability requirements, but longer if applicable (e.g., 15 years for low-income housing tax credit projects).

The project cash flow shall be defined as: the spendable cash generated annually (at the end of the yearly period) after all operating expenses and debt service payments have been deducted from the gross revenues of the property. The determination of a reasonable rate of return on the equity investment will be based on an evaluation of the individual project as it compares to market standards for similar investments. Using data contained in the project application, the City may evaluate several factors (e.g., cash on cash return, the internal rate of return, net equity) in determining a "reasonable" rate of return for the project. (See Table “2” for cash on cash illustration)

The City will not allow an excessive gain/profit to be derived from the project, in part due to the financing (low-income housing tax credits, low interest loans, grants, tax abatements, etc.), therefore, will establish specific standards for reasonable rates of return on the invested equity based on the project.

Overall Evaluation

If the City determines that the total amount of HOME assistance and other governmental assistance exceeds the amount necessary to make the project feasible due to the unreasonableness of the costs and/or the projected rate of return, the City will consider several options:

1) Reduce the amount of HOME assistance through reducing the development budget accordingly or increasing the non-public funding of the project;

2) Make other adjustments to the project, such as lower the rents to be charged, reduce the term of the loan in order to lower the rate of return; or

3) Deny HOME assistance if the applicant refuses to make reasonable adjustments or to limit its return/costs.

VI. MONITORING POLICY AND PROCEDURES

USING SUBRECIPIENTS, NON-PROFITS, FOR-PROFITS, AND COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS (CHDOS) TO CARRY OUT ACTIVITIES

I. Definitions and References

A. Section 420.907-9079, F.S. and Rule Chapter 67-37.019 (10), Florida Administrative Code. (State Housing Initiative Partnership Program)

B. Titles I and II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625, HOME Investment Partnerships Program.

C. 24 CFR Part 92, Final Rule, HOME Investment Partnerships Program.

D. 24 CFR Part 570, regulations, Community Development Block Grant Program.

E. Office of Management and Budget (OMB) issued Super Circular, December 26, 2013, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” The Super Circular supersedes and streamlines requirements from OMB Circulars A–21, A–87, A–110, and A–122 (which have been placed in OMB guidances); Circulars A–89, A–102, and A–133; and the guidance in Circular A–50 on Single Audit Act follow-up.

F. Subrecipient – CDBG: A public or private non-profit agency or organization receiving CDBG from a grantee or another subrecipient to undertake eligible activities.

G. Subrecipient – SHIP: The SHIP rule defines a subrecipient as any person or non-state entity. This would include any non-profit, consultant or other entity actively performing any administrative function of the program including application intake, income verification, contract oversight, counseling, etc.

H. Subrecipient – HOME: means a public agency or nonprofit organization selected by the City to administer all or a portion of the City’s HOME program. A public agency or nonprofit organization that receives HOME funds solely as a developer or owner of housing is not a subrecipient. The City’s selection of a subrecipient is not subject to the procurement procedures and requirements.

I. CHDO – Community Development Housing Organization – a qualified non-profit housing organization that is eligible for set-aside funds through the Home Investment Partnership Program (HOME).

J. Non-Profits – A 501(c) (3) certified organization eligible to receive grant funds.

K. For-Profits – A legally registered business eligible to receive grant funds.

L. High-Risk Subrecipient/CHDO: Subrecipients, Non-Profits, For-Profits, and CHDO's that fit one or more of the following criteria:

- New to the particular funding program,
- Experiencing turnover in key staff positions,
- Plagued by past compliance or performance problems,
- Inability to expend funds in a timely manner,
- Undertaking multiple formula program-funded activities for the first time, and
- Not submitting timely reports.

J. Desk Review: Examination of information and materials provided to grantee by funded subrecipients, as a means to track performance and identify potential problem areas.

K. On-Site Review: A physical visit to a site or sites wherein the subrecipient administers and/or carryout programs for which it have been funded by the grantee.

II. Directives - Program Administration

The City of Cocoa's Community Services Department's Housing & Neighborhood Services Program shall be responsible for managing the day-to-day operations of the City's federal and state funded grant programs and for ensuring that the funds are used in keeping with the individual program requirements.

III. Selecting Subrecipients, CHDO's, Non-Profits, and For-Profits

Subrecipients, Non-profits, For-profits, and CHDO's are selected through a Request for Proposal Process (RFP) which is conducted annually, or on a project specific basis. Factors that are considered in selecting an entity to administer a grant funded activity include:

- The nature of the activity;
- The proposed plan for carrying out the activity or activities;
- The organizations capacity to fulfill the contractual obligations;
- The possibility of any conflicts of interest;
- Past performance;
- The organizations ability to meet all required state and federal regulations, laws and/or statutes;

- The organizations ability to meet the required U. S. Department of Housing and Urban Development (HUD) national objective, and;
- The organizations ability to produce beneficial measurable outcomes

IV. Subrecipient/CHDO/Non-Profit/For-Profit Agreements

Before disbursing funds to any organization that is awarded funding, a written agreement must be executed. Written agreements are a vital tool in:

- Meeting all applicable state and federal requirements;
- Providing a tool for managing CDBG activities;
- To serve as a training tool; and
- Applicable to all administered grant programs.

The Final HOME Rule must be adhered to prior to execution of a written agreement, including but not limited to; CHDO capacity determination, market analysis, and subsidy layering.

The CDBG/HOME/SHIP regulations stipulate that certain requirements be included in all written agreements with subrecipients, non-profits, for-profits, and CHDO's: At a minimum, all agreements must include the following provisions:

1. A Statement of Work – A description of the work to be provided, including a schedule and budget. Specifically:
   - The purpose and nature of work to be provided, including location and days/hours of services provided.
   - The specific task to be performed.
   - The specific quantifiable level of service that will be provided for each activity (the number of people served and the number of units of service).

2. Records and reports – The specific records which must be maintained and the reporting requirements;

3. Program income – Whether program income received is to be returned to the City or retained by the entity;

4. Uniform administrative requirements - Compliance with all applicable uniform administrative requirements;

5. Other program requirements – Compliance with all applicable "other federal requirements (e.g. Davis Bacon, Lead Based Paint, etc.);

6. Suspension and termination – Conditions by which suspension or termination can occur; and

7. Reversion of assets – Upon expiration of the agreement, any CDBG funds on hand as well as any accounts receivable attributable to CDBG funds must be

transferred to the grantee. The agreement must also include the requirements covering the use of real property acquired with CDBG funds.

Once the written agreement has been negotiated and signed by an authorized agent of the agency and an authorized City official, staff must complete the required purchase requisition for the issuance of a purchase order prior to any work commencing.

V. MONITORING PROCEDURES

Objective

The primary intent of these procedures are to ensure production and accountability, compliance with applicable program requirements, federal and state regulations, and to develop standards for evaluating organizational and project performance.

These procedures are designed to create conformity and consistently in the monitoring of subrecipients receiving funding from the City of Cocoa and at a minimum will:

- Standardize procedures for reporting by funding subrecipients;
- Standardize procedures for review and monitoring;
- Set standards for how risk will be identified and addressed;
- Standardize procedures for determining the frequency of meetings, monitoring reviews and inspections;
- Set standards for pre-monitoring preparation and utilizing staff and other resources for monitoring; and
- Identify tools to be used for ease in carrying out the process.

Monitoring

Monitoring can be conducted in two ways. The first is to conduct a “desk review”. Desk reviews will be conducted at least quarterly for each subrecipient awarded funding. Staff performing desk reviews will examine progress reports, compliance records, measurable outcome achievements and financial information, to adequately assess performance and look for indicators of performance or compliance problems. Staff provides each agency with financial reimbursement and progress reporting forms. If questions or concerns arise from the review, staff will gather additional information through telephone calls or additional documents or other written materials.

The second, more intensive way the Agency will be monitored is through an on-site monitoring review. An on-site monitoring review will be conducted at a minimum of annually for all subrecipients awarded funding. The following are steps that will be taken when preparing for and conducting an on-site monitoring review:

Step 1: Preparing for the Monitoring Visit: Before the monitoring visit, staff will familiarize themselves with applicable program rules and establish a monitoring protocol. In addition the following will be reviewed prior to the visit.

- Application for funding
- Written Agreement
- Progress Reports
- Drawn-down/Reimbursement requests
- Integrated Disbursement and Information System (IDIS) reports.
- Correspondence between the Agency and the City
- Previous monitoring reviews
- Copies of financial audits

Step 2: Conducting the Monitoring Visit: The four (4) basic elements to conducting the monitoring visit are notification, entrance conference or meeting, data collection and analysis, and exit conference or meeting. These steps are defined as follows:

a. Notification: The monitoring process will always begin with staff calling the recipients to explain the purpose of the visit and to agree upon dates for the visit. A formal notification letter will follow at least two weeks before the planned visit and will include:
   - Confirmation of the dates for the review
   - Scope of the monitoring
   - Information needed for review during the visit
   - Staff needed for interviews or other assistance during the review

b. Entrance Conference: The entrance conference will be held at the beginning of the monitoring visit, usually with the executive director or other top officials of the organization, to make sure the subrecipient's have a clear understanding of the purpose, scope and schedule for the monitoring.

c. Documentation, data gathering and analysis: A clear record of all information reviewed and received during conversations with the agency should be kept. This information will be obtained utilizing the monitoring checklist. The information gathered will serve as the basis for conclusions to be included in the monitoring report and follow-up letter. The subrecipient may request identification of sources if any conclusions are disputed.

d. Exit Conference: At the end of the monitoring visit, the staff conducting the review will meet again with key agency representatives to:
   - Present preliminary results of the monitoring.
   - Provide an opportunity for the subrecipient to correct any misconceptions or misunderstandings.
   - Secure additional information to clarify or support their position.
   - If applicable, provide an opportunity for the subrecipient to report on steps the organization may already be taking to address areas of noncompliance or non-performance.

Step 3: Follow-up: At the end of the process, staff will provide the subrecipient with formal written notification of the results of the monitoring review. This letter will both recognize successes and identify and concerns or findings. In addition, the letter will set deadlines for a written response and corrective actions on any concerns or findings.

C. FINANCIAL PERFORMANCE MONITORING

During site visits staff will monitor the subrecipient's financial management system to ensure:

- Funds are being efficiently and accurately controlled.
- Subrecipients are maintaining an accounting system in which transactions are handled, records are kept, and records are generated in a manner that contents of the financial reports are traceable to the original supporting documentation of all financial transactions.

Staff will ensure that the following elements are present in all financial management systems of subrecipients awarded funding.

1. Accurate, current and complete disclosure of the financial results of each federally sponsored program, including scores and application of funds.
2. Effective control over and accountability for all funds, property, and other assets.
3. Comparison of outlays with budgeted amounts for each award.
4. Sound internal controls over purchases, cash disbursements, and cash receipts, including segregation of duties and proper authorization and approvals of transactions.
5. Periodic internal and external audits or evaluations (annual audits for all sub-recipients receiving $700,000 or more in federal or state funds.
6. Record retention policies.
7. Documentation of accounting policies, particularly those pertaining to cost charging, timesheet preparation, and procurement.
8. An accounting system that meets the following requirements;
    - Segregation of unallowable costs from allowable costs.
    - Segregation of direct from indirect costs.
    - Proper assignment and allocation of costs to functional classifications.
    - Matching of income applicable credits with associated expenditures.
    - Timely reconciliation of accounts and sub-ledgers.
    - Time-charging systems that allocate labor costs among program activities and comply with OMB issued Super Circular.
    - Consistency with accounting treatment over time and from one function or award to another.
    - Timely and accurate financial reporting
    - Maintenance of proper supporting documentation for all transactions, estimates, and calculation.

D. CORRECTIVE ACTIONS:

When identifying performance problems deeming corrective actions staff will utilize the following to determine the appropriate monitoring finding response. The approach to utilize will depend on the seriousness of the problem identified:

Stage 1: Low-level Intervention: At this stage, staff will do one or more of the following:

- Clearly identify problem areas and required corrective actions.
- Plan a strategy with the subrecipient that includes any training or technical assistance that may help to address identified problems.
- Require more frequent or more thorough reporting by the recipient.
- Conduct more frequent monitoring reviews.

Stage 2: Moderate-level Intervention: If low-level intervention steps do not remedy the identified problems, staff will take increasingly tougher steps, such as:

- Restrict payment request.
- Disallow certain expenses or require repayment of funding provided for certain expenses.
- Impose probationary status.

Stage 3: High-level Intervention: At this point, the City must take the most serious actions to put an end to noncompliance problems. Steps may include but are not limited to:

- Temporary suspension of the organization from participation.
- No consideration of the activity or organization for the next program year.
- Terminate the agreement.
- Require repayment of funds.
- Initiate legal action.

E. TECHNICAL ASSISTANCE & TRAINING

Technical assistance and training will be provided as a means to assistance subrecipients with avoiding problems and improving performance. Technical assistance and training will be provided throughout all phases of the process to assure the greatest success of subrecipients awarded funding.

F. PROJECT MONITORING

Under all Agreements, monitoring begins when activities are selected for funding or at the beginning of project development and continues through project completion.

Once construction has started a minimum of weekly site visits will be conducted accompanied by progress notes that identify and flag any pending or anticipated problems. In addition, a site visit will be conducted before processing all draw requests to ensure satisfactory completion of work.

Site visits and desk reviews will be conducted to ensure that;

- The project is meeting standards established in the written agreement
- The cost are on target;
- The number of proposed units are being produced, and;
- The quality and quantity of work is acceptable.

Contractors selected to carry out public facilities and improvement projects will submit a project schedule, projecting all major milestones.

On completed projects, a schedule will be developed to identify all required annual reviews and re-certifications.

G. RENTAL HOUSING MONITORING

For HOME assisted rental housing, all applicable HOME Rule regulations shall be followed. The financial health and physical condition of the property will be examined on an annual basis for projects with ten (10) or more units. The following reports will be examined:

- Operating budget
- Balance Sheet
- Income statement

A Certification from the property owner will be required stating that HOME-assisted housing units are suitable for occupancy and meet local property standards.

On-site inspections will be done within 12 months after project completion and then once every three (3) years during the period of affordability. During inspections the following information will be required:

- Compliance with applicable property standards requirements.
- Verification of information regarding rent and occupancy.
- Verification of information regarding leases, tenant income, rents, and utility allowances.
- Compliance with provisions of written agreements.
- Review of financial health, management capacity, and long term viability of the project.

VI. RESERVATION OF AUTHORITY

The authority to issue and/or revise Policies is reserved by the Cocoa City Council.

Legislation Details (With Text)

File #:	16-528	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	11/16/2016		**In control:**	City Council	
On agenda:	12/13/2016		**Final action:**		
Title:	Approve the Third Amendment to the Interlocal Agreement with the City of Titusville to Maintain the Water Utility Interconnect; To Authorize the City Manager to Execute the Agreement. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Revised Interlocal Agreement Budgetary Impact 16-528.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 17, 2016
Agenda Date: December 13, 2016
Prepared By: John A. Walsh, P.E., Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:

To Approve the Third Amendment to the Interlocal Agreement with the City of Titusville to Maintain the Water Utility Interconnect; To Authorize the City Manager to Execute the Agreement upon the Mayors Signature.

BACKGROUND:

The City of Cocoa and the City of Titusville currently have an agreement for wholesale water whereby Titusville has a minimum take or pay requirement for 0.5 MGD. Titusville has made significant water supply improvements and desires to reduce its minimum guaranteed flow from Cocoa from 0.5 MGD and prorate the reduction over a one and one-half-year period starting on January 2017 and then each October thereafter ultimately ending at 0.1 MGD in October 2018.

Titusville also desires to maintain an interconnect to aid its system by providing improved pressures in its most southern service area. It is also desirous of both municipalities to maintain an interconnect for emergency purposes.

In exchange for agreeing to the reduction in flows, Titusville has agreed to allow Cocoa to increase the surcharge from 5% to 10% starting in October 2018, thereby making them a regular customer and follow the outside the city rate charges. The increase in surcharge represents the readiness to

serve costs associated with maintaining the transmission line, meter maintenance and flushing the line when required.

This agreement will reduce revenues per the prorated schedule (see attached spreadsheet).

Staff recommends approval of the Third Amendment subject to prior approval from the City of Titusville Council at their November 22, 2016 meeting.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Estimated Decrease in Water Sales Revenue by Fiscal Year :

421-0000-343.31-00

FY2017 ($169,004.97)
FY2018 ($354,689.98)
FY2019 ($492,089.71)

PREVIOUS ACTION:

The City of Titusville and the City of Cocoa entered in an Interlocal Agreement dated April 12, 1994. The Interlocal Agreement was amended on May 24, 2002, and again on September 28, 2004.

RECOMMENDED MOTION:

To Approve the Third Amendment to the Interlocal Agreement with the City of Titusville to Maintain the Water Utility Interconnect; To Authorize the City Manager to Execute the Agreement upon the Mayors Signature.

THIRD AMENDMENT TO INTER LOCAL AGREEMENT

THIS THIRD AMENDMENT to Interlocal Agreement is made and entered into this ____day of _____, 2016 by and between the **CITY OF TITUSVILLE, FLORIDA**, a municipal corporation, organized under the laws of State of Florida ("Titusville"), and the **CITY OF COCOA, FLORIDA**, a municipal corporation, organized under the laws of the State of Florida ("Cocoa").

RECITALS

WHEREAS, Titusville and Cocoa entered in an Interlocal Agreement, dated April 12, 1994, as amended by that certain Amendment to Interlocal Agreement, dated May 24, 2002, and that certain Second Amendment to Interlocal Agreement, dated September 28, 2004 (hereinafter collectively referred to as the "Interlocal Agreement"); and

WHEREAS, the parties have implemented the Interlocal Agreement and each is presently in compliance with the terms and provisions of the Interlocal Agreement and desire to amend or modify the Interlocal Agreement in accordance with the terms and conditions stated herein; and

WHEREAS, Titusville and Cocoa mutually desire to maintain the water utility interconnect between their respective water distributions systems for the benefit of both water utilities as stated herein.

NOW THEREFORE, in consideration of the mutual covenants, the parties agree as follows:

1. Paragraph 2.9 of the Interlocal Agreement is hereby amended by modifying the definition of "Minimum Guaranty". "Minimum Guaranty" means the minimum monthly charge Titusville agrees to pay for water service pursuant to paragraph 7 and 8 of the agreement. The "Minimum Guaranty" shall be as follows:

   0.3MGD, commencing when the invoice is issued by Cocoa during the January 2017 billing cycle.

   0.2MGD, commencing when the invoice is issued by Cocoa during the October 2017 billing cycle.

   0.1MGD, commencing when the invoice is issued by Cocoa during the October 2018 Cocoa billing cycle.

   It is understood by the parties that the purpose of the minimum guaranty of 0.1MGD is to allow for pressure stabilization at the point of interconnection between the two utilities and to continue to maintain an interconnect for emergency purposes.

However, in the event that the 0.1 MGD minimum flow is not sufficient to adequately maintain the interconnect in accordance with utility industry standards related to water quality and pressure stabilization, the parties agree to consider increasing the minimum flow to an amount that adequately maintains the interconnect in accordance with this Agreement.

2. The Water Rates provision set forth in Section 3 of the Second Amendment to Interlocal Agreement is revised to read as follows:

   'Water Rates: The rate charged for the purchase of potable water supplied to Titusville by Cocoa shall be the same rate charged to customers located within Cocoa's municipal boundaries plus a surcharge, as authorized by law, equal to: five percent (5%) of Cocoa's inside-city rate until Cocoa's billing cycle in October 2018 at which time the surcharge shall be equal to ten percent (10%) of Cocoa's inside-city rate. Cocoa shall provide written notice to the Titusville City Manager at least thirty (30) days prior to implementing a rate increase. In the event there is an increase in water rates, Titusville will be charged the same rate charged to customers located within Cocoa's municipal boundaries plus the above surcharge, as authorized by law."

   It is acknowledged that Cocoa's normal surcharge is equal to ten percent (10%) of its inside-city rate.

3. This Third Amendment shall be recorded in the Official Records of Brevard County, Florida in accordance with Section 163.01, Florida Statutes.

4. All other terms and provisions of the Interlocal Agreement, unless specifically modified by this Third Amendment, shall remain in full force and effect. Titusville shall remain a regular customer of Cocoa in perpetuity and shall, at its option, continue to be a regular customer.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

CITY OF TITUSVILLE, FLORIDA

_____

JAMES H. TULLEY, JR., Mayor

ATTEST:

_____

Wanda Wells, CITY CLERK

STATE OF FLORIDA:

COUNTY OF BREVARD:

I hereby certify that before me personally appeared **JAMES H. TULLEY, JR.,** Mayor of the City of Titusville, Florida, to me well known to be the individual described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purpose therein expressed. Affiant is personally known to me.

WITNESS my hand and official seal this ____day of _____, 2016.

_____
Notary Public, State of Florida
My Commission Expires

CITY OF COCOA, FLORIDA

_____
HENRY U. PARRISH, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

STATE OF FLORIDA:

COUNTY OF BREVARD:

I hereby certify that before me personally appeared **HENRY U. PARRISH, III**, Mayor of the City of Cocoa, Florida, to me well known to be the individual described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purpose therein expressed. Affiant is personally known to me.

WITNESS my hand and official seal this ____day of _____, 2016.

_____
Notary Public, State of Florida
My Commission Expires

TITUSVILLE 10" METER BASE BILLING

Current Methodology with 15 MG Minimum Monthly Base Charge

Annual Revenue with a 5% Increase		
FY 2017	FY 2018	FY 2019
$ 587,423.52	$ 616,794.70	$ 647,634.43

New Interlocal with Methodology Change, Decreasing the Minimum Consumption Billed Over Three Years

Annual Revenue with a 5% Increase in Water Rates and a Decrease in Billable Consumption		
FY 2017	FY 2018	FY 2019
3 Months @ 15MG $146,855.88 9 Months @ 9MG $271,547.54	12 Months @ 6MG $3.29 X 6MG = $19,740.00 $19,740.00+$2,102.06= $21,842.06 x 12 =	12 Months @ 3MG (With a 10% Surcharge) $3.62 X 3MG = $10,860.00 $10,860.00 + $2,102.06= $12,962.06 x 12 =
$ 418,418.55	$ 262,104.72	$ 155,544.72

Estimated Decrease in Water Revenue Annually

FY 2017	FY 2018	FY 2019
$ (169,004.97)	$ (354,689.98)	$ (492,089.71)

Currently the City of Cocoa bills the City of Titusville a minimum of 15 million gallons a month in their base fee. The City of Titusville usually goes slightly over that minimum, however the change in methodology within the new Interlocal Agreement allows a decrease to the required minimum is as follows:

January 2017, 9 Million Gallons (0.3MGD)
October 2017, 6 Million Gallons (0.2MGD)
October 2018 3 Million Gallons (0.1MGD)

Legislation Details (With Text)

File #:	16-529	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	11/17/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	Approve Renewal of Memorandum of Agreement (MOA) between the City of Cocoa, Orlando Utilities Commission, East Central Florida Services, Inc. and Farmland Reserve, Inc. for Permitting Additional Water from Taylor Creek Reservoir for Future Demands. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Amendment_extending_termination_date Original MOA				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 18, 2016
Agenda Date: December 13, 2016
Prepared By: John A. Walsh, P.E., Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Renewal of Memorandum of Agreement (MOA) between the City of Cocoa, Orlando Utilities Commission, East Central Florida Services, Inc. and Farmland Reserve, Inc. for Permitting Additional Water from Taylor Creek Reservoir for Future Demands

BACKGROUND:

In December 2011, Cocoa City Council signed a Memorandum of Agreement (MOA) with Orlando Utilities Commission and Farmland Reserve, Inc. for the purpose of outlining a framework for permitting additional water from Taylor Creek Reservoir for future demands. Per this agreement, the group submitted for joint consumptive use permit with St. Johns Water Management District (SJRWMD).

SJRWMD received competing consumption use applications for the same water and it was asked that Cocoa and the other water suppliers enter into mediation to resolve the use of the water. While the mediation has been underway, the competing applications with the District have been held in abeyance.

The original MOA expires in December 2017 and it is the collective desire of all three participants to renew the MOA for another five years and to maintain our permit application in abeyance.

Staff recommends the approval of the renewal retroactive to the date of expiration, December 5, 2016.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

In December 2011, Cocoa City Council signed a Memorandum of Agreement (MOA) with Orlando Utilities Commission and Farmland Reserve, Inc. for the purpose of outlining a framework for permitting additional water from Taylor Creek Reservoir for future demands. Per this agreement, the group submitted for joint consumptive use permit with St. Johns Water Management District.

RECOMMENDED MOTION:

To Approve Renewal of Memorandum of Agreement (MOA) between the City of Cocoa, Orlando Utilities Commission, East Central Florida Services, Inc. and Farmland Reserve, Inc. for Permitting Additional Water from Taylor Creek Reservoir for Future Demands.

powered by Legistar™

FIRST AMENDMENT TO
MEMORANDUM OF AGREEMENT
FOR
CONSUMPTIVE USE PERMITTING INFORMATION DEVELOPMENT
RELATED TO THE TAYLOR CREEK WATER SUPPLY PROJECT

This **FIRST AMENDMENT TO THE MEMORANDUM OF AGREEMENT FOR CONSUMPTIVE USE PERMITTING INFORMATION DEVELOPMENT RELATED TO THE TAYLOR CREEK WATER SUPPLY PROJECT** (MOA First Amendmnet) is made and entered into as of December 5, 2016, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation (the "City"), **ORLANDO UTILITIES COMMISSION**, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature (the "OUC"), **EAST CENTRAL FLORIDA SERVICES, INC**., a Florida corporation, ("ECFS") and **FARMLAND RESERVE, INC**., a Utah non-profit corporation ("FRI").

WHEREAS, on December 5, 2011, the City, OUC, ECFS, and FRI entered into that certain Memorandum of Agreement ("MOA") to seek appropriate permits to withdraw the Remaining Unpermitted Quantities of Water from the Taylor Creek Reservoir as further described in that MOA;

WHEREAS, the MOA was set to expire on December 5, 2016; and

WHEREAS, the City, OUC, ECFS and FRI desire to amend the term of the MOA so as to remain in effect for an additional period of five (5) years from December 5, 2016, or until completion of Scope of Work specified in Section 2, whichever occurs first.

NOW THEREFORE, in consideration of the foregoing premises, which are made a part of this amended Agreement, and the mutual covenants, terms and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City, OUC, ECFS, and FRI, agree as follows:

1. **AUTHORITY.** This MOA First Amendment is entered into by the City, OUC, ECFS, and FRI under the following authorities:

A. The City is entering into this Agreement under the authority of Sections 163.01, 166.021(1), 180.02, and 180.06(3), Florida Statutes, and Chapter 57-1232, Laws of Florida, which authorizes the City to enter into agreements to further their efforts to provide water to their customers.

B. OUC is entering into this Agreement under the authority of sections 6 and 9 of Chapter 9861, Laws of Florida (1923), as amended, and section 163.01, Florida Statutes.

C. ECFS enters into this Agreement under the authority of its corporate charter.

D. FRI enters into this Agreement under the authority of its corporate charter and under the authority afforded real property owners under the laws of Florida.

2. **MOA AMENDED TERM; TERMINATION.**

A. Unless terminated earlier pursuant to the provisions of section 7 of the MOA, the MOA as amended by this MOA First Amendment shall remain in effect until completion of Scope of Work specified in Section 2 of the MOA or for a period of five (5) years from December 5, 2016, whichever occurs first. The parties may renew or extend the term of the MOA, as amended by this First MOA Amendment, in writing signed by all parties prior to the expiration date.

3. **ENTIRE AGREEMENT.** This MOA First Amendment makes no other changes to the MOA beyond extending the MOA's term as described above. The other provisions of the MOA remain in effect without changes. The MOA and this MOA First Amendment, including exhibits, constitutes the entire contract among the parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with the subject matter hereof, except as specifically set forth herein.

IN WITNESS WHEREOF, the following authorized representatives of the parties have executed this Agreement on the date signed by each.

CITY OF COCOA

By:_____

Title:_____

Attest:_____

Date:_____

Approved As To Form:

_____

Attorney

ORLANDO UTILITIES COMMISSION

By:_____

Title:_____

Attest:_____

Date:_____

Approved As To Form:

_____

Attorney

EAST CENTRAL FLORIDA
SERVICES, INC.

By:_____

Title:_____

Attest:_____

Date:_____

Approved As To Form:

_____
Attorney

FARMLAND RESERVE, INC.

By:_____

Title:_____

Attest:_____

Date:_____

Approved As To Form:

_____

Attorney

MEMORANDUM OF AGREEMENT
FOR
CONSUMPTIVE USE PERMITTING INFORMATION DEVELOPMENT
RELATED TO THE TAYLOR CREEK WATER SUPPLY PROJECT

This **MEMORANDUM OF AGREEMENT** (Agreement) is made and entered into this 5th day of December, 2011 by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation (the "City"), **ORLANDO UTILITIES COMMISSION**, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature (the "OUC"), **EAST CENTRAL FLORIDA SERVICES, INC.**, a Florida corporation, ("ECFS") and **FARMLAND RESERVE, INC.**, a Utah non-profit corporation ("FRI").

WHEREAS, in 2005 the City, OUC, and ECFS were among several water suppliers that entered into a Memorandum of Agreement with the St. Johns River Water Management District (the District) to have an engineering firm prepare a preliminary design report for the Taylor Creek Reservoir/St. John's River Regional Water Supply Project (2005 Agreement). The 2005 Agreement was recorded in the Official Records of Brevard, Orange and Osceola Counties; and

WHEREAS, FRI is the fee simple owner of the land on which the Taylor Creek Reservoir is located and is a party to this Agreement only to the extent that the City, OUC, and ECFS require FRI's consent or cooperation with developing the permitting information required under this Agreement, and FRI has no other obligations under this Agreement; and

WHEREAS, the City, OUC, ECFS, and FRI acknowledge that the City is currently permitted by the St. Johns River Water Management District (the District) to withdraw 8.83 MGD (AADF) of water from Taylor Creek Reservoir for public potable water purposes; and

WHEREAS, the City, OUC, ECFS, and FRI acknowledge that ECFS is currently in the process of seeking consumptive use permits from the District to withdraw approximately 8 MGD (AADF) of water from Taylor Creek Reservoir for agricultural water purposes; and

WHEREAS, the City, OUC, ECFS and FRI acknowledge there is no unpermitted capacity available from the Taylor Creek Reservoir above 16.83 MGD (AADF) for public potable water purposes, unless the District completes levee improvements that allow storage of water up to 46 feet and legal access is provided to the Taylor Creek Reservoir by FRI and possibly the District; and

WHEREAS, the City, OUC, ECFS and FRI acknowledge and agree the quantity of water available from Taylor Creek Reservoir above the 16.83 MGD (AADF) currently permitted to the City and sought by ECFS for agricultural water use is estimated to be approximately 12.17 MGD (AADF), if the District completes levee improvements that allows storage of water up to 46 feet (the "Remaining Unpermitted Quantities of Water"); and

WHEREAS, the City, OUC, ECFS, and FRI acknowledge that the City has filed permit application number 2-009-125333-1with the District to permit the withdrawal of the Remaining Unpermitted Quantities of Water from Taylor Creek Reservoir for public potable water purposes; and

WHEREAS, as of the date of this Agreement, permit application number 2-009-125333-1 remains pending with the District and the District has not yet determined this application to be administratively complete to enable the District to review and take final agency action on this application; and

WHEREAS, the City, OUC, ECFS, and FRI recognize that the Remaining Unpermitted Quantities of Water in the Taylor Creek Reservoir can supplement their respective potable and agricultural water supply needs now and in the future; and

WHEREAS, the City, OUC, and ECFS desire to seek appropriate permits to withdraw the Remaining Unpermitted Quantities of Water from the Taylor Creek Reservoir in accordance with their respective current future allocated needs set forth herein and in furtherance of completing a specific regional alternative water supply project as generally contemplated by the 2005 Agreement, although the transfer of water from the St. Johns River to the Taylor Creek Reservoir is not contemplated at this time by the parties; and

WHERAS, the City, OUC, FRI and ECFS recognize the "TCR Deal Points" attached to this Agreement as Exhibit "A," while not legally binding, do accurately reflect the parties' intent regarding development, sale and payments for the Remaining Unpermitted Quantities of Water, which will be memorialized in the amendment to the 1993 settlement agreement and the regional water supply contract(s) specified below; and

WHEREAS, OUC and ECFS desire to enter into regional water supply contract(s) with the City for the City to treat and deliver finished potable water from their respective allocated permitted portion of water supply from the Taylor Creek Reservoir, which contracts will be consistent with the TCR Deal Points attached to this Agreement as Exhibit "A;" and

WHEREAS, FRI and the City are currently working on an amendment to the Settlement Agreement between the Corporation of the President of the Church of Jesus Christ of Latter Day Saints dated June 22, 1993, to allow the perpetual and expanded use of the Taylor Creek Reservoir for potable water and agricultural water supply purposes; and

WHEREAS, the City, OUC, ECFS, and FRI recognize the benefits of regional cooperation and have determined that cost sharing certain aspects of the permitting of the Remaining Unpermitted Quantities of Water in the Taylor Creek Reservoir is in the public interest and to the economic advantage of the parties; and

WHEREAS, the City, OUC, and ECFS agree that nothing in this Agreement shall affect the utility service areas of either party, the rights of either party to provide service within its utility service area, or any right or obligation that either party may have pursuant to its certificate of authorization or comparable local or general enabling law;

NOW THEREFORE, in consideration of the foregoing premises, which are made a part of this Agreement, and the mutual covenants, terms and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City, OUC, ECFS, and FRI agree as follows:

1. **AUTHORITY.** This Agreement is entered into by the City, OUC, ECFS, and FRI under the following authorities:

A. The City is entering into this Agreement under the authority of Sections 163.01, 166.021(1), 180.02, and 180.06(3), Florida Statutes, and Chapter 57-1232, Laws of Florida, which authorizes the City to enter into agreements to further their efforts to provide water to their customers.

B. OUC is entering into this Agreement under the authority of sections 6 and 9 of Chapter 9861, Laws of Florida (1923), as amended, and section 163.01, Florida Statutes.

C. ECFS enters into this Agreement under the authority of its corporate charter.

D. FRI enters into this Agreement under the authority of its corporate charter and under the authority afforded real property owners under the laws of Florida.

2. **SCOPE OF WORK.**

A. Pursuant to the terms described below, the City, OUC, and ECFS agree to seek the appropriate permits required to withdraw the Remaining Unpermitted Quantities of Water from the Taylor Creek Reservoir pursuant to the terms of this Agreement, the 1993 Settlement Agreement, as it will soon be amended by the City and FRI, and the TCR Deal Points, which are attached hereto as Exhibit "A." Within thirty (30) days of the Effective Date of this Agreement, the City shall provide OUC and ECFS a Scope of Work for their approval specifying all the permits required to withdraw the Remaining Unpermitted Quantities of Water, a description of the work required to obtain those permits, a detailed budget for this work and a timetable obtaining the permits. At a minimum, this Scope of Work will specify modifying the City's pending consumptive use permit application number 2-009-125333-1 to list OUC, ECFS and the City as the only co-applicants, completing the permit application and obtaining the final permit from the District. OUC and ECFS shall notify the City of their approval, disapproval or modification of the proposed Scope of Work within thirty (30) days of submission. The City shall revise the Scope of Work to address any concerns expressed by OUC and ECFS and re-submit the Scope of Work to OUC and ECFS within thirty (30) days for their review and

approval. If the City, OUC and ECFS cannot agree to a Scope of Work within the time frames specified herein, this Agreement shall terminate pursuant to Section 7.

B. At this time, the City, OUC, and ECFS, anticipate the modified consumptive use permit application will allocate the Remaining Unpermitted Quantities of Water, as follows:

1. 5 MGD (AADF) for ECFS's potable water needs

2. 5 MGD (AADF) for OUC's potable water needs

3 2.17 MGD (AADF) for the City's potable water needs

To the extent that the Remaining Unpermitted Quantities of Water are less than or greater than 12.17 MGD (AADF), each parties' allocated amount will be increased or decreased pursuant to mutual agreement in conformance with the 1993 Settlement Agreement, as it soon will be amended by the City and FRI. The Cit y, OUC, and ECFS may reallocate portions of the Remaining Unpermitted Quantities of Water to other potable water suppliers by mutual written agreement.

3. **CONTRACT MANAGEMENT.**

A. The City shall have overall responsibility for implementing the Scope of Work approved by OUC and ECFS and otherwise administering this Agreement. OUC and ECFS shall each designate a Project Representative charged with assisting the Project Administrator in implementing this Agreement and keeping his or her party informed concerning the work undertaken by the City in support of the approved Scope of Work.

B. In discharging its responsibility for implementing the approved Scope of Work and otherwise administering this Agreement, the City shall:

1. Designate a Project Administrator, who will be responsible for carrying out its duties under this Agreement.

2. Prepare a detailed Scope of Work, as specified in Section 2 of this Agreement.

3. Procure the services of consultants and other professionals or enter into agreements with OUC, ECFS or FRI, as needed, to implement the approved Scope of Work; provided, however, the City shall consult with and seek input from OUC and ECFS prior to entering any such agreement. The City's procurement policies and procedures shall be utilized in all procurement activities that implement this Agreement.

4. Defend any challenge or protest filed with regard to procurement decisions made by the City pursuant to this Agreement, including the retention of outside counsel to defend the action.

5. Prepare and execute contract(s) with consultant(s) and other professional(s) or with OUC, ECFS or FRI, as needed, to implement the approved Scope of Work.

6. Manage the activities of consultant(s) or other professional(s) to assure that the contract requirements are met.

7. Report on at least a quarterly basis to OUC and ECFS as to the status of the deliverables and expenditures, including projected schedules and expenditures for the next quarter.

8. Manage the review of interim and final deliverables.

9. Coordinate regularly with OUC, ECFS and FRI.

10. Initiate and process funding requests required for implementation of the approved Scope of Work to OUC and ECFS.

11. Receive and account for funds from OUC and ECFS.

12. Process and pay invoices from consultants or other professionals.

13. Submit and/or modify applications for permits identified in the approved Scope of Work. Respond to request for additional information or clarification from regulatory agencies. Provide information as needed to finalize the permit application and obtain the permit. The City shall consult with and seek input from OUC and ECFS prior to submitting a new or modified permit application or responding to requests for additional information or clarification from regulatory agencies.

14. Communicate with regulatory agencies and other interested persons and attend meetings as need for implementation of the approved Scope of Work.

15. Negotiate the terms of any permit or permit conditions with the regulatory agencies. However, the City shall confer with OUC and ECFS regarding any proposed permit or permit conditions before accepting the permit offered by a regulatory agency.

16. Within sixty (60) days after the expiration or termination of this Agreement, whichever is applicable, the City shall provide OUC and ECFS with an accounting of the expenditure of funds and shall reimburse to OUC and ECFS any unexpended funds contributed by the parties.

C. If either the OUC or ECFS Project Representative expresses disagreement in writing to the City Project Administrator regarding the submission of a new or modified permit application or a response to a request for additional information or clarification from a regulatory agency, or the acceptance of a proposed permit or permit conditions; then within five (5) business days of the consultation specified in Sections 3.B.13 and 3.B.15 above, the Project

Administrator will confer with both Project Representatives in an attempt to reach consensus over the disagreement. If after ten (10) days the Project Administrator determines that consensus is not achievable, the Project Administrator and the two Project Representatives will vote to resolve the dispute. The Project Administrator and the Project Representatives will each have one vote and a majority vote will resolve the disagreement.

D. In implementing the Scope of Work approved by OUC and ECFS, the City shall not make any decision or take any action, including action by majority vote, as described in Section 3.C above, which will have the effect of reducing or otherwise limiting the allocation of the Remaining Unpermitted Quantities of Water or any party's existing permitted allocation without the consent of OUC and ECFS. Additionally, the City, OUC and ECFS shall not accept the final consumptive use permit 2-009-125333-1 from SJRWMD to withdraw the Remaining Unpermitted Quantities of Water from the Taylor Creek Reservoir prior to execution of the amended 1993 Settlement Agreement by the City and FRI and, if necessary shall withdraw the permit application in order to avoid issuance of the permit. Finally, the City, OUC and ECFS shall cancel consumptive use permit 2-009-125333-1 to withdraw the Remaining Unpermitted Quantities of Water from the Taylor Creek Reservoir within two (2) years of permit issuance, if the City does not execute regional water supply contracts with both OUC and ECFS.

E. Under this Agreement, FRI's obligation shall be limited to providing information requested jointly by OUC, ECFS and the City, which relate to ownership of the land underlying the Taylor Creek Reservoir and providing such temporary consent as needed to process the consumptive use permit application 2-009-125333-1. Any permanent authorization or agreement to use the land underlying the Taylor creek Reservoir shall be addressed by the City's and FRI's proposed amendment to the 1993 Settlement Agreement.

F. The City, OUC and ECFS agree that consumptive use permit application 2-009-125333-1 shall be consistent with the 1993 Settlement Agreement, as it will soon be amended by the City and FRI, and the TCR Deal Points, which are attached hereto as Exhibit "A."

4. DEVELOPMENT OF INFORMATION TO DEMONSTRATE NEED FOR WATER.

A. ECFS will gather and prepare information needed to support a demand or need of 5 MGD for public suppl y purposes for the requested permit duration. This information shall include consideration of conservation measures, the reuse of reclaimed water and other factors typically taken into account by SJRWMD in determining reasonable-beneficial use. ECFS will furnish this information to the City no later than sixty (60) days following the Effective Date of this Agreement or thirty (30) days following submission of the Scope of Work by the City, whichever is later, with a copy to OUC. ECFS' deadline to furnish this information to the City may be extended by up to sixty (60) days by the mutual agreement of all the parties. In preparing this information ECFS will attempt to satisfy the applicable requirements of the District's

consumptive use permitting rules and the applicable provisions of Chapter 373, Florida Statutes. All costs of gathering, preparing and furnishing this information to the City and responding to questions raised by SJRWMD regarding this information during the permit review process will be borne by ECFS.

B. OUC will gather and prepare information needed to support a demand or need of 5 MGD for public supply purposes for the requested permit duration. This information shall include consideration of conservation measures, the reuse of reclaimed water and other factors typically taken into account by SJRWMD in determining reasonable-beneficial use. OUC will furnish this information to the City no later than sixty (60) days following the Effective Date of this Agreement or thirty (30) days following submission of the Scope of Work by the City, whichever is later, with a copy to ECFS. OUC's deadline to furnish this information to the City may be extended by up to sixty (60) days by the mutual agreement of all the parties. In preparing this information OUC will attempt to satisfy the applicable requirements of the District's consumptive use permitting rules and the applicable provisions of Chapter 373, Florida Statutes. All costs of gathering, preparing and furnishing this information to the City and responding to questions raised by SJRWMD regarding this information during the permit review process will be borne by OUC.

C. The City will gather and prepare information needed to support a demand or need of 2.17 MGD for public supply purposes for the requested permit duration. This information shall include consideration of conservation measures, the reuse of reclaimed water and other factors typically taken into account by SJRWMD in determining reasonable-beneficial use. The City will complete collection and preparation of this information no later than sixty (60) days following the Effective Date of this Agreement or thirty (30) days following submission of the Scope of Work by the City, whichever is later. The City will provide copies of this information, at the City's expense, to ECFS and OUC. The City's deadline to furnish this information may be extended by up to sixty (60) days by the mutual agreement of all the parties. In preparing this information, the City will attempt to satisfy the applicable requirements of the District's consumptive sue permitting rules and the applicable provisions of Chapter 373, Florida Statutes. All costs of gathering and preparing this information and responding to questions raised by SJRWMD regarding this information during the permit review process will be borne by the City.

D. If requested by the City, ECFS will gather and prepare information, which may include environmental, economic, timing and other conditions, needed to support a temporary demand or need for agricultural water use purposes in excess of the 8 MGD (AADF) it is currently seeking to withdraw from the Taylor Creek Reservoir in order to demonstrate an immediate need for the Remaining Unpermitted Quantities of Water. This information shall include consideration of conservation measures, the reuse of reclaimed water and other factors typically taken into account by SJRWMD in determining reasonable beneficial use. ECFS will furnish this information to the City no later than sixty (60) days following the request by the City, with a copy to OUC. ECFS' deadline to furnish this information to the City may be

extended by up to sixty (60) days by the mutual agreement of all the parties. In preparing this information, ECFS will attempt to satisfy the applicable requirements of the District's consumptive use permitting rules and the applicable provisions of Chapter 373, Florida Statutes. All costs of gathering and preparing this information and responding to questions raised by SJRWMD regarding this information during the permit review process will be borne by ECFS.

E. The parties may communicate with each other regarding their respective demand information and may suggest to each other means by which such demand information could be improved or refined to better support the permit application or demonstrate compliance with the District's applicable consumptive use permitting criteria. However, nothing in this agreement shall be construed to authorize or empower any party to oppose in any way any demand information prepared or presented by another party. This limitation includes providing adverse comments or information to the District or information to the District that attempts to counter the demand information of any other party to this Agreement.

5. **FUNDING IMPLEMENTATION OF SCOPE OF WORK.**

A. The City, OUC, and ECFS agree to participate financially in the cost of implementing the approved Scope of Work, as specified in Section 2 above.

B. Within thirty (30) days of the Effective Date of this Agreement, the City, OUC, and ECFS agree to make the following initial funding contributions, which are only intended to finance the estimated total shared costs incurred by the City prior to approval of the detailed Scope of Work specified in Section 2. The City shall account for these initial funding contributions in preparing the detailed Scope of Work specified in Section 2 of this Agreement.

City	$ 17,800
OUC	$ 41,100
ECFS	$41,100

C. Upon approval of the detailed Scope of Work specified in Section 2 of this Agreement by OUC and ECFS, the parties may approve future contributions beyond the $100,000.00 contributed by the parties pursuant to Section 5.B. of this Agreement. Cost sharing for future contributions required to implement the Scope of Work will be based on each party's respective pro-rata share of the Remaining Unpermitted Quantity as follows: City 17.8%, ECFS – 41.1% and OUC – 41.1%. Temporary agricultural allocations, if any, provided by ECFS shall not be used to determine ECFS' percentage of future contributions. Upon approval future contributions by the parties, the City shall establish a funds contribution schedule by year through full implementation of the Scope of Work. If the contributions made by the parties exceed the actual costs incurred in implementing the Scope of Work, the City shall reimburse each party in proportion to its contribution.

D. The City will be credited, up to $15,000, for the CUP application fee and other costs incurred in preparing consumptive use permit application number 2-009-125333-1 previously submitted to the District; provided, however, all costs shall be documented by written receipts or invoices. However, the City may only apply this credit to future contributions beyond the $100,000.00 contributed by the parties pursuant to Section 5.B. of this Agreement.

E. ECFS will be credited, up to $24,000, representing the modeling work previously performed by ECFS to determine permittable quantities of water that can be withdrawn from the Taylor Creek Reservoir, only to the extent said work is actually used by the Project Administrator in obtaining issuance of consumptive use permit application number 2-009-125333-1 and all costs are documented by written receipts and invoices. In order to be eligible for this credit, ECFS must make available to the Project Administrator all materials relating to the modeling work, including but not limited to, model source code, input and output files and pre and post processors used by ECFS. Additionally, ECFS may only apply this credit to future contributions beyond the $100,000.00 contributed by the parties pursuant to Section 5.B. of this Agreement.

F. The City will invoice OUC and ECFS for their respective pro rata share of the out-of-pocket expenses incurred on a monthly basis pursuant to the funds contribution schedule specified in Section 5.C. of the Agreement. Payment of any amounts due under said invoices shall be made to the City within thirty (30) days of receipt of the invoice by OUC and ECFS. All payments of funding invoices shall be submitted by OUC and ECFS to the City and shall reference this Agreement.

G. If the City is unable to obtain a 20-year or longer consumptive use permit from the District for a quantity of water sufficient to provide OUC's 5 MGD (AADF) allocation under this Agreement, but which is otherwise sufficient to provide the City and ECFS their respective allocation of the Remaining Unpermitted Quantities under Section 2.B, or Cocoa does not obtain the necessary property rights from FRI and SJRWMD to provide public water supply from the Taylor Creek Reservoir after the issuance of the Technical Staff Report on consumptive use permit application number 2-009-12533-1, but prior to initiation of litigation by the City, OUC, ECFS or any third party, at OUC's option the City and ECFS shall reimburse OUC for all of its contributions under this Agreement. However, OUC shall not be entitled to reimbursement of its contributions under this Agreement if the reason the District was unwilling to issue a permit granting OUC a 5 MGD (AADF) allocation was solely because of OUC's failure to demonstrate a need for this quantity during the term of the permit requested by the City. In the event OUC seeks reimbursement of its cost contributions under this Agreement, it shall relinquish its allocation to the Remaining Unpermitted Quantities of Water under Section 2.B of the Agreement.

6. **AGREEMENT TO COOPERATE**. During the term of this Agreement, the parties will work together to implement the approved Scope of Work specified in Section 2 above, as follows:

A. The parties shall not submit any information to the District conflicting with information submitted by the party to the City in support of consumptive use permit application number 2-009-125333-1.

B. The parties shall not separately submit or seek a consumptive use permit for public potable water supply from the Taylor Creek Reservoir or submit or seek a consumptive use permit for any other use, which is inconsistent with the Taylor Creek Water Division contained in the TCR Deal Points, which are attached hereto as Exhibit "A."

C. The parties shall oppose any proposed agency action regarding a consumptive use permit, which would interfere with the City, OUC and ECFS being able to obtain their allocations of the Remaining Unpermitted Quantities under Section 2.B of the Agreement.

7. **TERM; TERMINATION.**

A. The term of this Agreement shall commence upon its complete execution by the parties. Unless terminated earlier, this Agreement shall remain in effect until completion of Scope of Work specified in Section 2 or for a period of five (5) years, whichever occurs first. The parties may renew this Agreement in writing signed by all parties at least 120 days prior to the expiration date.

B This Agreement may be terminated prior to the regular termination date specified in Section 7.A, as follows:

1. If the City, OUC and ECFS cannot agree as to the Scope of Work, as specified in Section 2.A of the Agreement.

2. OUC or ECFS may terminate their participation in this Agreement by giving ninety (90) days notice to the City and the other party(ies). Upon termination of this Agreement, OUC or ECFS shall be relieved of all obligations and covenants under this Agreement. Provided, however, OUC or ECFS shall relinquish its allocation to the Remaining Unpermitted Quantities of Water under Section 2.B of the Agreement and the obligation of OUC or ECFS to participate in the funding of the Scope of Work for the services for which it has, by execution of this Agreement, affirmatively agreed to cost-share shall survive its termination if a contract for said services has been executed at the time OUC or ECFS gives its written notice of termination.

3. OUC's or ECFS' participation may be terminated in whole or in part by the remaining parties in the event of substantial failure by the party to fulfill its obligations under this Agreement; provided, that no termination may be effected unless the alleged defaulting party is given: (a) not less than ninety (90) days written notice, delivered by certified mail, return receipt

requested, and (b) an opportunity to consult with other parties and remedy the default prior to termination. If either OUC's or ECFS' participation in this Agreement is terminated by the other parties, the terminated party shall be relieved of all obligations and covenants contained in this Agreement.

4. If OUC obtains reimbursement of its contributions under this Agreement pursuant to Section 5.G. of the Agreement.

5. If ECFS terminates its participation in this Agreement or is terminated from participation in this Agreement, FRI shall be considered to simultaneously terminate or be terminated from participation in this Agreement without action from FRI, unless the parties agree otherwise.

C. This Agreement may be amended in writing signed by all the parties.

D. Sections 5.G and 7.B.2 of the Agreement and all remedies provided for in the Agreement shall survive termination.

8. **DEFAULT AND REMEDY.**

A. The occurrence of any of the following events shall be deemed a default by any party and the other parties shall be permitted to seek all remedies set forth herein in the event such defaults are not timely cured within thirty (30) days, unless such default is not capable of being cured within thirty (30) days or the defaulting party is not diligently and continuously prosecuting a cure of the default.

1. Failure to observe, comply with, perform and/or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained or arising out of this Agreement.

2. The violation of any law, rule, regulation, order, ordinance or decree of any governmental agency having or claiming jurisdiction over the subject matter of this Agreement, or any act or omission that results in an enforcement action by any agency having jurisdiction that would impair the party's ability to perform its obligation under this Agreement.

3. Failure in material respects to perform its obligations under this Agreement.

B. In the event of a default, which is not cured or the cure period is not extended, the non-defaulting parties may:

1. Terminate the Agreement.

2. Seek and pursue all rights and remedies under law and in equity, including specific performance arising from such default.

9. **APPLICABLE LAW AND VENUE.** The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement and venue for any suit involving this Agreement shall be in Orange County, Florida.

10. **ASSIGNMENT.** No assignment, delegation, transfer or novation of this Agreement or any part hereof shall be made unless approved in writing by all parties.

11. **TIME EXTENSIONS.** The parties may by mutual consent extend any of the deadlines specified in this Agreement.

12. **NOTICES.** All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses or sent by certified or registered mail, postage prepaid with return receipt requested, at such addresses; provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or a day on which United States Mail is not delivered.

If to the City	City of Cocoa 65 Stone Street Cocoa, Florida 32922 Attention: City Manager
If to OUC	Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802 Attention: General Manager & CEO
If to ECFS	East Central Florida Services, Inc. 4550 Deer Park Road St. Cloud, Florida 34773 Attention: Vice-President
If to FRI	Farmland Reserve, Inc. 13754 Deseret Lane St. Cloud, Florida 34773 Attention: Assistant Vice-President

Any party, may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notices hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

13. **THIRD PARTY BENEFICIARIES.** No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any other person not expressly named as a party in this Agreement.

14. **LIABILITY AND INSURANCE.**

A. This Agreement shall not be construed as a waiver of sovereign immunity by the City or OUC.

B. The City agrees that all contracts and sub-contracts for any work described in the Scope of Work specified in Section 2 of this Agreement shall include hold harmless and indemnification provisions to protect OUC, ECFS and FRI in a form acceptable to OUC, ECFS and FRI. The consultant(s) and sub-consultants shall provide evidence of said hold harmless and indemnity prior to commencement of work and access to any of the property of the parties.

15. **OWNERSHIP OF DOCUMENTS AND PUBLIC RECORDS.**

A. Ownership and copyright to all written documents and all accompanying data or modeling (in all formats) produced pursuant to work done under this Agreement shall be vested in all parties to the Agreement. Any source document or any other documents or materials developed, secured or used in the performance of this Agreement shall be considered property of the parties.

B. The parties shall allow public access to all project documents and materials that are subject to the provisions of Chapter 119, Florida Statutes. Should any party assert an exemption to the requirements of Chapter 119 and related statutes or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon that party.

16. **ENTIRE AGREEMENT.** This Agreement, including exhibits, constitutes the entire contract among the parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with the subject matter hereof, except as specifically set forth herein.

17. **SEVERABILITY.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

IN WITNESS WHEREOF, the following authorized representatives of the parties have executed this Agreement on the date signed by each.

CITY OF COCOA

By: Brenda Fettrow

Title: City Manager

Attest: [illegible]

Date: December 9, 2011

Approved As To Form:

Attorney

ORLANDO UTILITIES COMMISSION

By: Robert D Teagarden

Title: VICE PRESIDENT-WATER BUSINESS UNIT

Attest: Audrey Schiffy

Date: (12/12/11)

Approved As To Form:

12/12/11

Attorney

EAST CENTRAL FLORIDA
SERVICES, INC.

By: Taylor D. Coon

Title: Vice President

Attest: Robin W. Hill

Date: 8 December 2011

Approved As To Form:

Attorney

FARMLAND RESERVE, INC.

By: _____

Name/Title: Paul C. Genho. President

Attest: Bella Jeanne Jensen

Date: 5 December 2011

Approved As To Form:

_____
Attorney

EXHIBIT A

TCR DEAL POINTS

Contract Documents

- Cocoa/ECFS/OUC execute contract to obtain consumptive use permit (CUP) authorizing withdrawal of 12.17 MGD (AADF) from TCR for public water supply.
- Upon issuance of TCR CUP, completion of SJRWMD improvements to TCR levee (46' and 29 MGD total yield at 90% reliability) and Cocoa obtaining necessary property rights from FRI and SJRWMD to provide public water supply from TCR, Cocoa will enter into regional water supply contracts with ECFS and OUC for public water supply.
- Contracts will provide mechanism for possible participation by other public water supply customers.

TCR Water Division (assumes TCR @ 46' NGVD and 29 MGD total yield at 90% reliability)

- FRI gets 8 MGD (AADF) for agriculture. This is a pre-condition to the 1993 settlement agreement amendment and regional water contract and has priority over potable use.
- Cocoa gets 21 MGD (AADF) for potable use.
    - Cocoa keeps 11 MGD (AADF) of finished water for its own use.
    - Cocoa sells 5 MGD (AADF) of finished water to ECFS.
    - Cocoa sells 5 MGD (AADF) of finished water to OUC.
- Cocoa/ECFS/OUC permit additional potable water quantities of 12.17 MGD (AADF) for 20-year year duration or greater, which is sufficient to provide the specified potable water quantities.
- Cocoa/ECFS/OUC may modify their contract allocations so as to provide a finished water allocation to other public potable water suppliers on a temporary or long-term basis.

Design and Operation of Water Supply Facilities

- The 10 MGD (AADF) of finished water sold by Cocoa to third parties shall be 100% reliable.
- OUC and ECFS will have input in the design of facilities and the location of easement/transmission line routes.
- OUC or ECFS may request evaluation of water treatment options by Cocoa.

Capital Contribution and Regional Water Rates

- Transmission pipeline and easement costs will be paid by capital contributions from regional water purchasers prior to pipeline construction.
- Transmission pipeline easements may be acquired by one of the following: (a) purchase at fair market value based on appraisal prepared by appraiser using agreed upon appraisal method within 1 year of entering into regional water agreement; or (b) obtaining pipeline easement option at fair market value determined by appraiser using agreed upon appraisal method. Option price is 10% of fair market value. If option is selected, remaining purchase price paid prior to pipeline construction and adjusted based upon re-appraisal at time of purchase. Dyal Plant and TCR withdrawal improvements paid by capital contribution from regional water purchasers and Cocoa according to proportionate share needed to fund design, permitting and construction improvements.
- TCR permitting costs paid by capital contribution from regional water purchasers and Cocoa according to proportionate share.

- ECFS and OUC will share in pipeline construction and pipeline easement acquisition costs for the shared portion of the route to OUC's and ECFS' point of connection ("POC") according to proportional share of water. ECFS and OUC will pay the respective costs of the pipelines beyond the shared portion of the route.
- OUC and ECFS shall each pay Cocoa a reasonable regional water rate for the purchase of finished water from Cocoa for use of TCR and Dyal Plant existing infrastructure, including supply and treatment facilities, based on Cocoa's actual capital and O&M Costs (attributable to Cocoa's, OUC's and ECFS' regional water allocation), the TCR Water Storage Fee and a rate of return not to exceed 10%. The water rate shall be set annually based on Cocoa's capital and budgeted O&M Costs (attributable to Cocoa's, OUC's and ECFS' regional water allocation), with adjustments after the end of the fiscal year based on Cocoa's capital and O&M Costs (attributable to Cocoa's OUC's and ECFS' regional water allocation), as determined by audit.
- Upon execution of the regional water supply contract with Cocoa, OUC will annually pay a portion (5/16th – 31.2%) of the TCR Water Storage Fee which is assessed Cocoa under the 1993 Settlement Agreement, as amended by Cocoa and FRI. Such fee shall be paid by OUC until such time finished water is made available to OUC pursuant to the terms of the regional water supply contract with Cocoa. Said portion shall be calculated by taking 31.2% of the sum of the total current TCR Water Storage Fee paid by Cocoa under the 1993 Settlement Agreement, as amended by Cocoa and FRI, minus the last TCR Water Storage Fee paid by Cocoa for its 12 MGD water allocation from TCR under the current 1993 Settlement Agreement. Payment of the annual fee may be deferred by OUC in accordance with the same deferral rights, if any, granted Cocoa under the 1993 Settlement Agreement, as amended by Cocoa and FRI.
- At such time finished water is made available at OUC's request, Cocoa shall pass through the TCR Water Storage Fee to ECFS and OUC in the rate charged for the purchase of water based on the percentage of their vested allocation to the total 29 MGD (AADF) of TCR Water available for agriculture and public use. For example, OUC's percentage of the annual TCR Water Storage Fee will be 5 MGD out of 29 MGD or 17.24 percent.

TCR Water Storage Fee

- $200 per acre, per year tied to highest elevation of the regulation schedule and adjusted for inflation by some agreed upon index (approximately 11 cents per 1000 gallons at 29 MGD).
- The TCR Water Storage Fee shall not be calculated based on any change to the current regulation schedule, which results in greater water storage than present, unless the new regulation schedule and increased storage is requested by Cocoa, OUC and ECFS.
- Cocoa shall receive a credit for FRI's vested allocation under the 1993 settlement agreement amendment.
- Cocoa may defer the increase in TCR fee for a period of not greater than 5 years. Repayment of the deferred amount will begin at the end of the deferral and over a period of time equal to period of deferral.
- Cocoa shall be solely responsible for paying FRI the annual TCR Water Storage Fee.
- OUC may negotiate with Cocoa a lump sum payment of its portion of the TCR Water Storage Fee.

Perpetual Property Interests

- Potable water supply easement over TCR to Cocoa subject to mutually acceptable terms.
- FRI acknowledges the public supply rights granted to Cocoa through an amendment to the 1993 settlement agreement, which should justify SJRWMD expenditure of monies for TCR improvements needed to maintain 46' regulation schedule.
- SJRWMD will quit claim or otherwise transfer any public supply interests asserted under its flowage easements to Cocoa.

- No party provides service in any other party's service area without the consent of the other party.

Legislation Details (With Text)

File #:	16-541	**Version:** 1	**Name:**	TDO Billboard/Marketing Co-op Program	
Type:	Informational Item		**Status:**	Consent Agenda	
File created:	11/22/2016		**In control:**	City Council	
On agenda:	12/13/2016		**Final action:**		
Title:	Approve participation in the Space Coast Tourism Development Office's 2017 Marketing Co-op program through either Billboards or Digital Marketing and Billboards. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2015 boards.pdf SS_video_reporting.PNG 24Hrs_CB_video_report.PNG				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 22, 2016
Agenda Date: December 13, 2016
Prepared By: Samantha Senger
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approve participation in the Space Coast Tourism Development Council's 2017 Marketing Co-op program through either Billboards or Digital Marketing and Billboards.

BACKGROUND:

In 2014 and 2015, the City of Cocoa participated in the Space Coast Tourism Development Council's (TDC) Outdoor Billboard Co-op Program. Several Space Coast communities participated in this billboard campaign aimed at promoting and marketing the Space Coast to travelers along major highways leading to our area. The program each year was a $25,000 buy-in from the City of Cocoa with a match from the TDC. Previous examples of the billboards are attached.

The first year we received as part of the pre-emptive billboard buy approximately 28 billboards. The second year, the number increased to about 50 billboards due to an atypical buy that became available in Orlando. These boards were pre-emptive billboards which meant that they could be moved or taken down based on availability. These agreements were for 10 months and we could not pick the locations of these billboards. This meant that we never knew how many boards were up at one time and where those billboards would be located.

This year's outdoor billboard agreement has been presented and is structured differently. The new billboards will be permanent and the City would lock in a 12-month contract. The billboards stay in

the location we choose for the entire 12-month period. They will not be moved and we get to choose the location of the boards we want subject to space availability. They also allow extensions on the billboards. With the newly structured arrangement, we will get anywhere between 3-8 billboards.

Staff discussed the possibility of entering into a hybrid co-op agreement where we would also get some digital marketing that is easily trackable. The TDC maintains a significant and active Facebook presence that they have been heavily marketing this past year. They have been creating short videos to promote the Space Coast Destination and then pushing those through their Facebook page. Attached are reports generated by their Facebook advertising partner, HYFN which show the reach and cost per click on some of their recent video campaigns.

With this hybrid co-op, the TDC would create 1-2 short videos on Cocoa Village and promote those videos through their Facebook channels as well as purchase 2 billboards promoting Cocoa Village where we get to choose the location (again, subject to space availability). The look and feel of the videos as well as the billboards will have the same branding used by the TDC to create brand awareness for the Space Coast, but with an emphasis on Cocoa Village.

Staff has researched, but there is no way to accurately track the results and demographics reached by the billboards. The billboards create brand awareness only and do not have a call to action. It would make the billboards less effective to have a call to action due to the short amount of time they are seen by the consumer. With the digital marketing through Facebook, we would be able to see the reach and demographics of the marketing efforts and would be able to include a call to action.

With the hybrid co-op agreement, we are still able to participate in the TDC's Outdoor Billboard Campaign to brand the Space Coast destination and include Cocoa Village, and also participate in their digital marketing efforts that have proven so successful over the past year.

STRATEGIC PLAN CONNECTION:

Emotional Image - Participation in the TDC's Marketing Co-op program will significantly impact our image by effectively utilizing our resources to market and promote our area and by gaining visibility as a tourist attraction along Florida's Space Coast.

BUDGETARY IMPACT:

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

Amount Requested	$25,000.00
Account Number	001-1100-512.49-00
Account Name	Other Charges & Obligations

PREVIOUS ACTION:

The City of Cocoa participated in the 2014 & 2015 Co-op Billboard programs with the TDC which on average has provided approximately 40 billboards along major highways throughout Florida and some in other states as well.

RECOMMENDED MOTION:

Staff recommends approving the City of Cocoa's participation in the hybrid co-op program that would allow us the ability to purchase 2 billboards in available locations of our choosing, as well as participate in the TDC's digital marketing efforts through Facebook promotions and authorize the City Manager to sign the agreement with the TDO.


DINE
COCOA VILLAGE
FLORIDA'S SPACE COAST


DISCOVER
COCOA VILLAGE
FLORIDA'S SPACE COAST


HISTORIC
COCOA VILLAGE
FLORIDA'S SPACE COAST


PLAY
COCOA VILLAGE
FLORIDA'S SPACE COAST


SHOP
COCOA VILLAGE
FLORIDA'S SPACE COAST

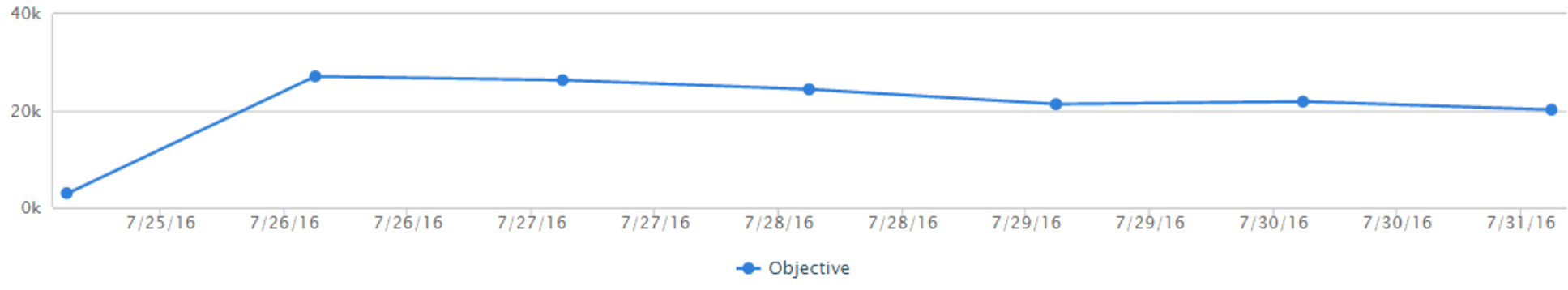
Visit Space Coast - HYFN / 2016_Surfing Santas_Cocoa Beach_Video Views

07/01/2016 - 07/30/2016 Lifetime

Status: Delivery: All Ad Sets completed Spend Limit: $1,500.00 Budget Rebalancing: Manage

144,251	$0.01	$1,499.99	207,262	396,886	1.91	1,436	0.36%	$3.78	$1.04	147,110
Video View	CPA	Spend	Reach	Impressions	Frequency	Link Clicks	CTR (link)	CPM	CPC (link)	Total Actions

Compare vs. Select a KPI



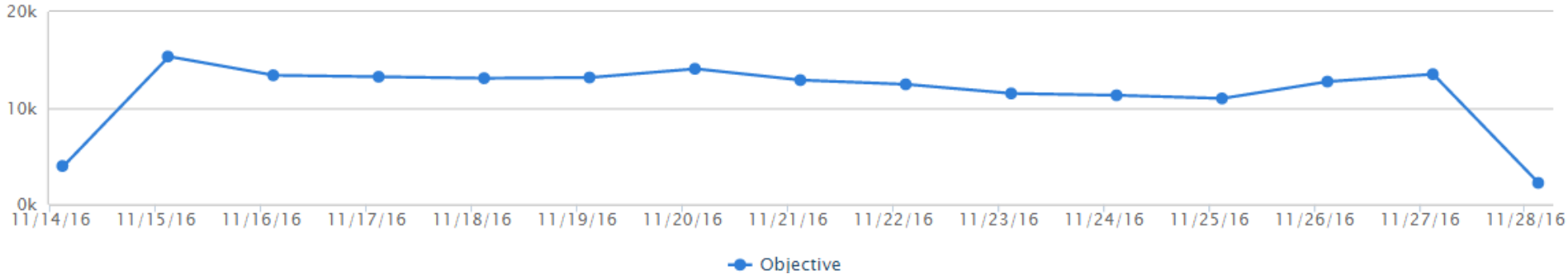
Visit Space Coast - Client Account / 2016_24 Hour_HYFN_Video Views

11/14/2016 - 11/29/2016 Lifetime

Status: Delivery: Delivering Spend Limit: $10,000.00 Budget Rebalancing: Manage

174,090	$0.03	$4,505.37	383,227	867,524	2.26	1,569	0.18%	$5.19	$2.87	176,269
Video View	CPA	Spend	Reach	Impressions	Frequency	Link Clicks	CTR (link)	CPM	CPC (link)	Total Actions

Compare vs. Select a KPI



Legislation Details (With Text)

File #:	16-550	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	11/29/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	Approve a Resolution requesting a substantial amendment to the State Fiscal Year (SFY) 2013-2016 Local Housing Assistance Plan (LHAP) and submission of the LHAP to the Florida Housing Finance Corporation for approval by the State. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa 2013-2016 LHAP-amended.pdf Housing Delivery Goals Chart amended.pdf 45-Housing Delivery Goals Chart.pdf City of Cocoa Housing Policies 11-3-2016.pdf SHIP20142015Certification.pdf SHIP20152016Certification.pdf SHIP20162017Certification.pdf Resolution - 2013-16 LHAP.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 29, 2016
Agenda Date: December 13, 2016
Prepared By: Nancy A. Dresser, Deputy Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve a Resolution requesting asubstantial amendment to the State Fiscal Year (SFY) 2013-2016 Local Housing Assistance Plan (LHAP) and submission of the LHAP to the Florida Housing Finance Corporation for approval by the State.

BACKGROUND:

The State of Florida requires jurisdictions receiving State Housing Initiatives Partnership (SHIP) funds submit a three (3) year Local Housing Assistance Plan (LHAP) for implementation of local housing assistance and incentive strategies that create or preserve affordable housing. Once completed and adopted by City Council, the LHAP is submitted to the Florida Housing Finance Corporation (FHFC) for review and State approval. On April 9, 2013, Council adopted the City of Cocoa's LHAP for SFY 2013-2016 through resolution 2013-029.

Additionally, on April 12, 2016, City Council approved the SFY 2016-2019 LHAP. It is staff's intent to

use SFY16/17 funds to reconstruct a new home for a property owner whose home is beyond repair. This would be completed under the City's demolition/reconstruction strategy. However, due to the cost of demolition/reconstruction staff will not only need to use SFY16/17 SHIP funds but also prior year unencumbered funds of $106,255.46. These funds fall under the SFY2013-2016 LHAP. Since a demolition/reconstruction strategy was not initially approved in the SFY2013-2016 LHAP staff is requesting City Council approve a technical amendment to add this strategy into the plan, this would allow staff to have enough funds to cover the entire project. Upon City Council approval staff will submit the FY2013-2016 LHAP technical amendment to the state for their approval.

STRATEGIC PLAN CONNECTION:

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

BUDGETARY IMPACT:

The substantial amendment would allow staff to expend the funds already budgeted in the 105 account.

PREVIOUS ACTION:

On April 9, 2013, City Council adopted the City of Cocoa's LHAP for SFY 2013-2016.

RECOMMENDED MOTION:

Approve a Resolution requesting a substantial amendment to the State Fiscal Year (SFY) 2013-2016 Local Housing Assistance Plan (LHAP) and submission of the LHAP to the Florida Housing Finance Corporation for approval by the State.

powered by Legistar™



State Housing Initiatives Partnership (SHIP) Program

SFY 2013-2016
Local Housing Assistance Plan

Prepared by the
Community Development Department
Housing & Neighborhood Services Division

Approved by Cocoa City Council
on April 09, 2013 - Resolution # 2013-029

TABLE OF CONTENTS

Title	Page(s)
PROGRAM DESCRIPTION	3
1. Purpose of Program	3
2. Fiscal Years Covered	3
3. Governance	3
4. Local Housing Partnerships	3
5. Leveraging	3
6. Public Input	3
7. Advertising and Outreach	3
8. Discrimination	4
9. Support Services and Counseling	4
10. Purchase Price Limits	4
11. Income Limits, Rent Limits and Affordability	4
12. Welfare Transition Program	4
13. Monitoring and First Right of Refusal	5
14. Administrative Budget	5
15. Essential Services Personnel	5
16. Green Building Initiatives	5
LHAP HOUSING STRATEGIES	6
Homeownership Strategies	6
A. Purchase Assistance	7
B. Owner-Occupied Rehabilitation	8
C. Owner-Occupied Minor Rehabilitation	9
D. Emergency/Natural Disaster Recovery	11
E. Demolition/Reconstruction	
LHAP INCENTIVE STRATEGIES	12
A. Expedited Permitting	12
B. Ongoing Overview Process	12
C. Impact Fees	12
D. Allowance of Flexibility of Densities for Affordable Housing	12
E. Reservation of Infrastructure Capacity for Housing for Very Low-Income Persons, Low-Income Persons, and Moderate-Income Persons	13
F. The Allowance of Affordable Accessory Residential Units in Residential Units in Residential Zoning Districts	13
G. The Reduction of Parking and Setback Requirements for Affordable Housing	13
H. Allowance of Flexible Lot Configurations, Including Zero-Lot Line Configurations for Affordable Housing	14
I. Modification of Street Requirements for Affordable Housing	14
J. The Preparation of a Printed Inventory of Locally Owned Public Land Suitable for Affordable Housing	14
K. Support of Development Near Transportation Hubs and Major Employment Centers and Mixed Used Developments	14

EXHIBITS

A. Administrative Budget
B. Timelines for Encumbrance and Expenditure for 2013-2016
C. Housing Delivery Goals Charts for Fiscal Years 2013-2016
D. Certification to Florida Housing Finance Corporation
E. City Council Resolution 2013–29 - Adoption of SHIP LHAP
F. Information Sheet
G. City Council Resolution 2006-20 – Waiver of Building Permit and Inspection Fees for City Projects or Projects Completed on City Owned Property
H. City Council Resolution 2008-141 – Amendments to Affordable Housing Incentives Plan

PROGRAM DESCRIPTION

(Chapter 67-37.005 F.A.C. and Section 420.9072, F.S.)

Purpose of the Program: *(Section 420.9072, F.S. and Chapter 67-37.005(3), F.A.C.)*
Creation of this Plan is for the purpose of meeting the housing needs of the very low, low and moderate income households, to expand production of and preserve affordable housing, and to further the housing element of the local government comprehensive plan specific to affordable housing.

Fiscal years covered by the Plan: *(Chapter 67-37.002, F.A.C.)*

- 2013-2014
- 2014-2015
- 2015-2016

Governance: *Chapter 67-37.005(3) and (5)(i) F.A.C. and Section 420.9071(14) F.S.*
The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67—37.007 Florida Administrative Code. The SHIP Program does further the housing element of the City of Cocoa's Comprehensive Plan.

Local Housing Partnership: *Section 420.9072(1)(a), F.S.*
The SHIP Program encourages building active partnerships between government, lenders, builders and developers, real estate professionals, advocates for low-income persons and community groups.

Leveraging: *Chapter 67-37.007(1)(b)(c), F.A.C. and Section 420.9075(1)(a) and (1)(b)(3), and (1)(c), F.S.*
This Plan is intended to increase the availability of affordable residential units in the City of Cocoa by combining local resources and cost savings measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be used to supplement the Florida Housing Finance Corporation programs and to provide a local match to obtain federal housing grants or programs

Public Input: *Chapter 67-37.005(3), F.A.C.*
Public input was solicited in the local newspaper in the advertising of public meetings, the Local Housing Assistance Plan and the Notice of Funding Availability. Public input was received from housing providers, social service providers and citizen of Cocoa - residents in attendance at public meetings. Also, the Affordable Housing Advisory Committee met to review and approve the Local Housing Assistance Plan.

Advertising and Outreach: Chapter 67-37.005(3), F.A.C.
The City of Cocoa or its administrative representative will advertise the notice of funding availability in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

Discrimination: Section *420.9075(3)(c), F.S.*
In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, creed, religion, color, age, sex, marital status, familial status, national origin, or handicap in the award application process for eligible housing.

Support Services and Counseling: *Chapter 67-37.005(3), F.A.C.*
Support services are available from various sources. Available support services include but are not limited to:

- Child Care Services
- Housing Counseling
- Employment Counseling
- Job Training
- Consumer Credit Counseling
- Florida Housing Coalition

Purchase Price Limits: *Section 420.9075(3)(c), F.S. and Chapter 67-37.007(6), F.A.C.*
The sale price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. Mobile homes are not eligible for assistance. The maximum purchase price or value for new and existing units can be lower but may not exceed 90% of the median area purchase price as established by the U.S. Treasury. The City adopted the following Purchase Price Limits:

- New Homes: $189,682
- Existing Homes: $189,682

Income Limits, Rent Limits and Affordability: *Chapter 67-37.005(5)(e), F.A.C. .and Section 420.9071(2), F.S.*
The Income and Rent Limits used in the SHIP Program are updated annually from the Department of Housing and Urban Development and distributed by Florida Housing Finance Corporation. Affordable means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071 (19), (20) and (28), F.S. However it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and the City approves such affordability.

Welfare Transition Program:
Should an eligible sponsor be used, the City has developed a qualification system and selection criteria for applications for award to eligible sponsors, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

Monitoring and First Right of Refusal: *Section 420.9075(3)(e) and (4) (f), F.S.*
Currently the City of Cocoa does not have a rental housing strategy. However, should an amendment be granted that includes such a strategy, the City shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides the same monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $3,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored for at least annually for 15 years or the term of assistance, whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program, must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continue occupancy by eligible persons.

Administrative Budget: *Chapter 67-37.005(6)(f)3, F.A.C.*
A detailed listing including line-item budget of proposed Administrative Expenditures is attached as **Attachment "A"**. These are presented on an annual basis for each State fiscal year submitted.

The moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan. The cost of administering the plan may not exceed 5 percent of the local housing distribution moneys and program income deposited into the trust fund. A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs.

The City of Cocoa finds that 5 percent of the SHIP allocation and 5 percent of program income is insufficient to adequately pay the administrative costs of the Local Housing Assistance Plan. Therefore, up to 10 percent of the annual SHIP allocation and up to 10 percent of program income will be used for administrative expenses pursuant to s. 420.901 and s. 120.52(17) et seq., Florida Statute and as approved by City Council, Resolution 2007-31 on April 10, 2007 (see **Attachment "B").**

Essential Service Personnel: *Chapter 67-37.002(6), F.A.C.*
"Essential Personnel" is defined as all persons who contribute to the growth and well-being of the City. This includes but is not limited to any person employed by an educational, governmental, or health care institution or any skilled building trade personnel.

Green Building Initiatives: *Section 420.9075(3)(d), Florida Statutes*

In accordance with Section 420.9075(3)(d), F.S, the City of Cocoa shall expend SHIP funds in a manner that encourages reduced long-term costs relating to maintenance, utilities, and/or insurance. Innovative design, green building principles, storm-resistant construction, or other

elements will be incorporated in all housing strategies both for sustainability and to promote greater affordability.

LHAP HOUSING STRATEGIES *Chapter 67-37.005(5), F.A.C.*

Homeownership Strategies:

A. Purchase Assistance Program

a. Description of Activities: The Purchase Assistance Program assists eligible homebuyers with a forgivable loan to be applied towards down payment, closing cost and/or principal reduction and rehabilitation for the purchase of eligible owner-occupied housing which includes single family homes, townhouses, condominiums or villas. Eligible housing types under this strategy are existing and newly constructed homes. The City of Cocoa requires the use of low energy products and encourages the use of green building principles in new construction and rehab. Basic amenities may include energy efficient appliances such as range, refrigerators, water heaters, and air conditioning units to reduce long term costs relating to maintenance and utilities. Housing repairs completed as part of purchase assistance to increase energy efficiency and green housing shall include but not be limited to the following: window repair, replacement and weather stripping; paints and primers that meet the Green Seal G-11 Environmental Standard; commodes with 1.3 gallons per flush capacity; building envelop seal specifications; installation of Energy Star ceiling fans.

b. State Fiscal Years Covered: 2013-2014; 2014-2015; 2015-2016

c. Income Categories to be served: Very- low, low- and moderate-income households as defined by the U.S. Department of Housing and Urban Development (HUD) and adopted by the State of Florida and distributed by the Florida Housing Finance Corporation for use in the SHIP Program.

d. Selection Criteria for Eligible Households and Properties: Applicants must meet and comply with all requirements stated in the City of Cocoa's Purchase Assistance Policy. Eligible applicants will be selected on a first-qualified, first-served basis, within income groups. Public housing residents and special needs populations, as defined in 67-37.002(21) F.A.C. shall be given application priority.

Applicants cannot have owned a home within 30 days prior to closing. Applicants that have previously received state or federal down payment assistance are not eligible for assistance for six (6) months.

The home to be purchased must be located in the City of Cocoa limits. With the exception of an agency with a development agreement, new construction housing must consist of a minimum 1,200 square feet living space; 3 bedroom; 2 bath; 1 car garage.

The maximum purchase price or value limit for housing activities assisted under the SHIP Program is $189,682. Maximum allowed fees shall be those established in the City of Cocoa's Purchase Assistance Policy.

e. Minimum Contributions: Eligible applicants must provide a minimum contribution as outlined below:

Very-Low Income (0-50% MFI)	$500
Low-Income (51%-80% MFI)	$750
Moderate Income (81-140% MFI)	$1,000

f. Maximum Award: The minimum award shall be $5,000. The maximum award is outlined below which includes up to $5,000 for rehabilitation:

Very-Low Income (0-50% MFI)	$40,000
Low-Income (51%-80% MFI)	$35,000
Moderate Income (81%-140% MFI)	$30,000

g. Terms, Recapture and Default: Ten (10) years, 0% interest forgivable loans as long as the applicant remains the primary occupant and does not sell or transfer title. The forgivable loan will be secured by a 10 year lien against the property. Funds will be recaptured if: 1) The borrower sells, transfers or disposes of the assisted unit (either by sales, bankruptcy, foreclosure, etc.); or 2) The borrower no longer occupies the unit as their principal residence for a period of more than 120 days unless approved by the City; or 3) The borrower dies or if a married couple, the survivor dies at any time prior to the end of the lien period. Recaptured funds will be payable in full to the City, deposited into the Local Housing Assistance Trust Account and will be used for SHIP housing programs. For the purpose of the Agreements between the City and the Homeowner "sold" shall mean the property is sold, title transferred, Agreement of Deed executed, or the owner no longer resides at the property as their principal residence. Principal residence is defined as the dwelling where the mortgagor maintains his or her permanent place of abode, and typically spends the majority of the calendar year. A person may have only one principal residence.

In the event of sale (voluntary or involuntary) or foreclosure of the housing unit during the lien period, the City will recapture SHIP funds from net proceeds based on the appraised value of the property. In the event of a voluntary sale, the City reserves the right to select the appraiser at the homeowner's expense. Net proceeds are defined as the sales price minus loan repayments and closing costs. In the event that the net proceeds, based on the appraised value, are insufficient to repay the loan in its entirety, the City shall agree to accept less than the full amount of these proceeds in satisfaction of the loan.

h. Sponsor Selection Criteria: Oversight and management of this program shall be the responsibility of the City's Community Development Department, Housing & Neighborhood Services Division and non-profits that are contracted to provide infill housing for the City.

B. Owner-Occupied Rehabilitation Program

a. Description of Activities: The owner-occupied Housing Rehabilitation Strategy provides for the upgrading of substandard owner-occupied housing units through the elimination of housing code violations and the construction or installation of non-luxury general property improvements to provide basic amenities and to bring units into conformity with other standard units on the housing market. Basic amenities will include energy efficient appliances such as range, refrigerators, water heaters, and air conditioning units to reduce long term costs relating to maintenance and utilities. Hurricane preventative measures are also eligible, examples

include: hurricane shutters; garage doors; exterior doors; or windows that meet the current Florida Building Code. Also, the City of Cocoa requires the use of low energy products and encourages the use of green building principles in new construction and rehab. Housing repairs to increase energy efficiency and green housing shall include but not be limited to the following: window repair, replacement and weather stripping; paints and primers that meet the Green Seal G-11 Environmental Standard; commodes with 1.3 gallons per flush capacity; building envelop seal specifications; installation of Energy Star ceiling fans; and proper ventilation when undertaking substantial rehabilitation.

b. State Fiscal Years Covered: 2013-2014; 2014-2015; 2015-2016

c. Income Categories to be served: Very- low and low- income households as defined by the U.S. Department of Housing and Urban Development (HUD) and adopted by the State of Florida and distributed by the Florida Housing Finance Corporation for use in the SHIP Program.

d. Selection Criteria for Eligible Households and Properties: Eligible applicants will be selected on a first-qualified, first-served basis, within income groups. First time applicants will be given priority over previously assisted persons. Exceptions may be made for eligible property owners in cases where living conditions threaten the personal health and safety of the household. However, persons with special needs as defined in Florida Statutes 420.9075 (1)(a) will be given priority.

Persons with special needs is defined as individual who have incomes not exceeding moderate-income and because of a particular social, economic, or health-related circumstance, may have greater difficulty acquiring or maintaining affordable housing. Such persons may have, for example, encountered resistance to their residing in particular communities and may have suffered increased housing costs resulting from their unique needs and high risk of institutionalization. Such persons include: persons with Acquired Immune Deficiency Syndrome ("AIDS") and Human Immunodeficiency Virus ("HIV") disease; runaway and abandoned youth; public assistance recipients; homeless people, migrant and seasonal farm workers; refugees and entrants; the elderly; and persons with disabilities.

Applicants must be in good standing with the City (e.g. city utility account). Applicants must demonstrate the ability to pay property taxes, insurance, utilities, and existing mortgage payment; and must be able to maintain the property free of non-structural code violations. Applicants must agree to participate in a City sponsored or approved home maintenance education program.

The home to be rehabilitated must be located in the City of Cocoa limits. Property must be free of code enforcement liens or any other assessment unless owner has made arrangements to pay-off or such violation will be addressed in the work write-up.

e. Maximum Award: The maximum award under this strategy is $45,000. This level of award is supported by the fact that fifty-five percent (55%) of the City's existing housing was built prior to 1970 and is in need of extensive amounts of rehabilitation to alleviate code violations and to bring them in line with other units on the housing market.

f. Terms, Recapture and Default: Deferred payment loan, 0% interest secured by a 10 year lien against the property, forgivable at a rate of 10% per year. Funds will be recaptured if the property ceases to be the principal residence of the owner, property is sold, or title is transferred within the lien period. If the owner of the property dies during the lien period an income-qualified heir of the property may live out the term of the lien period in accordance with the established Housing Policy. If the heir of the property does not income qualify, funds will be recaptured in full and deposited into the Local Housing Assistance Trust Account and will be used for SHIP housing programs. For the purpose of the Agreements between the City and the Homeowner "sold" shall mean the property is sold, title transferred, Agreement of Deed executed, or the owner no longer resides at the property as their principal residence. Principal residence is defined as the dwelling where the mortgagor maintains his or her permanent place of abode, and typically spends the majority of the calendar year. A person may have only one principal residence.

g. Sponsor Selection Criteria: Oversight and management of this program shall be the responsibility of the City's Community Development Department, Housing & Neighborhood Services Division.

C. Owner Occupied Minor Rehabilitation Program

a. Summary of the Strategy: The City shall provide funds to correct code violations or other conditions that create an immediate health or safety threat to the persons residing in the home, examples include: severe roof damage; plumbing; electrical; or structural damage that needs to be immediately addressed, and installation of grab bars, ramps, and other necessary fixtures for persons with special needs. The City of Cocoa requires the use of low energy products and encourages the use of green building principles in housing rehab. Basic amenities will include energy efficient appliances such as range, refrigerators, water heaters, and air conditioning units to reduce long term costs relating to maintenance and utilities. Hurricane preventative measures are also eligible, examples include: hurricane shutters; garage doors; exterior doors; or windows that meet the current Florida Building Code. Housing repairs to increase energy efficiency and green housing shall include but not be limited to the following: window repair, replacement and weather stripping; paints and primers that meet the Green Seal G-11 Environmental Standard; commodes with 1.3 gallons per flush capacity; building envelop seal specifications; and installation of Energy Star ceiling fans.

b. State Fiscal Years Covered: 2013-2014; 2014-2015; 2015-2016

c. Income Categories to be served: Very- low and low- income households as defined by the U.S. Department of Housing and Urban Development (HUD) and adopted by the State of Florida and distributed by the Florida Housing Finance Corporation for use in the SHIP Program.

d. Maximum Award: The maximum SHIP award per unit under this strategy shall be $15,000.

e. Terms, Recapture and Default: All assistance will be provided in the form of a forgivable loan. The loan will be in the form of a 0% interest rate, secured by a ten (10) year lien against the property rehabilitated and forgiven at a rate of ten (10) percent per year. Funds will be recaptured if, at any time prior to the end of the lien period, the property ceases to be the principal residence of the owner, the property is sold or the title is transferred. If the owner of

the property dies during the lien period, an income-qualified heir of the property may live out the term of the lien period in accordance to the established Housing Policy. If the heir of the property does not income qualify, funds will be recaptured in full and deposited into the Local Housing Assistance Trust Account and will be used for SHIP housing programs. For the purpose of the Agreements between the City and the Homeowner "sold" shall mean the property is sold, title transferred, Agreement of Deed executed, or the owner no longer resides at the property as their principal residence. Principal residence is defined as the dwelling where the mortgagor maintains his or her permanent place of abode, and typically spends the majority of the calendar year. A person may have only one principal residence.

f. Recipient Selection Criteria: Clients are accepted for the Minor Home Repair Program on a first-qualified, first-served basis. However, persons with special needs as defined in Florida Statutes 420.9075 (1)(a) will be given priority.

Owners of properties must be the primary residents, owned the property for at least one year, and properties assisted must be located in the city limits. Applicants must demonstrate the ability to pay property taxes, insurance, utilities, and existing mortgage payment; and must be able to maintain the property free of non-structural code violations. Applicants must be in good standing with the City (e.g. city utility account). Properties will be inspected for eligibility/feasibility. Property must be free of code enforcement liens or any other assessment unless owner has made arrangements to pay off or such violation will be addressed in the work write-up.

g. Sponsor Selection Criteria: Oversight and management of this program shall be the responsibility of the City's Community Development Department, Housing & Neighborhood Services Division.

h. Additional Information: The appraised value of the home may not exceed the maximum sales price allowed in the SHIP Program.

D. Emergency/Natural Disaster Recovery Program

a. Summary of the Strategy: The City shall use SHIP funds to provide emergency repairs to very- low and low- income owner-occupied city residents on a first-qualified, first-served basis, in the aftermath of a federal or state declared disaster. Generally, such needs may include: purchase of emergency supplies for eligible households to weatherproof damaged homes; interim repairs to avoid further damage; tree and debris removal required to make individual housing units habitable; and post disaster assistance with non-insured repairs. This strategy shall be implemented only in the event of a federal or state declared disaster declaration using any funds that have not been encumbered.

b. State Fiscal Years Covered: 2013-2014; 2014-2015; 2015-2016

c. Income Categories to be served: Very- low and low- income households as defined by the U.S. Department of Housing & Urban Development (HUD) and adopted by the State of Florida and distributed by the Florida Housing Finance Corporation for use in the SHIP Program.

d. Maximum award is noted on the Housing Delivery Goals Charts:

The maximum SHIP award per unit under this strategy shall be $45,000.

e. Terms, Recapture and Default: The appraised value of the home may not exceed the maximum sales price allowed in the SHIP Program. All assistance will be given in the form of a 10 year, 0% interest rate loan forgivable at a rate of 10% per year. No payments will be due until the property is sold or there is a transfer of title. If the owner of the property dies during the lien period an income-qualified heir of the property may live out the term of the lien period in accordance with the established Housing Policy. If the heir of the property does not income qualify, funds will be recaptured in full and deposited into the Local Housing Assistance Trust Account and will be used for SHIP housing programs. All properties are subject to recapture of funds, through a recorded lien placed on the property. Funds expended on the property are payable in full to the City, deposited into the Local Housing Assistance Trust Account and will be used for SHIP housing programs. For the purpose of the Agreements between the City and the Homeowner "sold" shall mean the property is sold, title transferred, Agreement of Deed executed, or the owner no longer resides at the property as their principal residence. Principal residence is defined as the dwelling where the mortgagor maintains his or her permanent place of abode, and typically spends the majority of the calendar year. A person may have only one principal residence.

f. Recipient Selection Criteria: An eligible recipient shall be assisted on a first-qualified, first-served basis. The beneficiary shall have a household income at or below 80% of the area median income adjusted for household size and shall meet all eligibility requirements of the SHIP program.

Sponsor Selection Criteria: Oversight and management of this program shall be the responsibility of the City's Community Development Department, Housing & Neighborhood Services Division.

E. Demolition/Reconstruction

a. Summary of the Strategy: The City shall provide funds to demolish and replace single-family homes when upon inspection, the estimated cost to rehabilitate the home exceeds 75 percent of the cost of demolition and new construction and the condition of the home compromises the life, health, and/or safety of the household.

b. State Fiscal Years Covered: 2013-2014; 2014-2015

c. Income Categories to be served: Very-Low and Low

d. Maximum Award: Maximum Award is noted on the Housing Delivery Goals Chart, the maximum SHIP award per unit this strategy is $150,000, this includes construction costs and eligible non-construction costs.

e. Terms, Recapture, and Default: Funding for this program will be provided in the form of a 0% interest, 20 year deferred payment loan, forgivable at 5 percent per year secured by a recorded mortgage and note. The mortgage and note shall provide for prorated repayment, which shall be due if the home is sold, title is transferred or conveyed, or the home ceases to be the primary residence for the owner during the affordability period. Also refer to death or relocation of property owners in housing

policy. Only subordination requests which increase the affordability of the housing unit or assist a household with medical expenses will be considered.

f. **Recipient Selection Criteria:** Applicants must meet and comply with all requirements stated in the City of Cocoa's Housing Program Policies and Procedures. See attached document.

g. **Sponsor Selection Criteria:** The City of Cocoa intends to administer this program. However, if the need for a sponsor should arise, the City of Cocoa will use a Request for Proposals process in accordance with Chapter 67-37.005(6) b (7) of the Florida Administrative Code to select an eligible sponsor. Eligible persons, sponsors or other recipients of assistance under this program will be required to contractually commit and comply with all SHIP Program requirements.

LHAP INCENTIVE STRATEGIES: *Section 420.9071(16), F.S.*

A. Expedited Permitting

Permits, as defined in s. 163.3164(7) and (8) for affordable housing projects, are expedited to a greater degree than other projects. On February 14, 2006, City Council adopted Resolution No. 2006-20 waiving building permits and inspection fees for City projects or projects completed on City property (**see Attachment "H")**.

The City of Cocoa's Affordable Housing Incentives Plan was adopted by Council through Resolution No. 94-34 and last amended through Resolution No. 2008-141 by a newly created Affordable Housing Advisory Committee to comply with F.S. 420.9076 and Rule 67-37.010(5). Incentives include a provision that will allow for review and approval of expedited permitting on a priority basis for all housing activities needing any type of city permits which are expected to result in the creation or preservation of affordable housing in the City (**see Attachment "I"**).

B. Ongoing Review Process

The City of Cocoa utilizes a development review process that reviews all proposed changes to ordinances, resolutions, regulations procedures or policies to determine the impact on housing cost prior to the adoption by City Council. The ongoing review process was adopted through Resolution No. 94-34 by Council on June 28, 1994 and amended on December 13, 1994. The City's Affordable Housing Incentives Plan was amended by Resolution No. 2008-141 on December 9, 2008, to further clarify the review process and to append policies for such reviews (see **Attachment "I"**). The enabling legislation and implementing regulations for the SHIP Program can be found in F.S. 420.907 through 420.9079 and Rule 67.37, respectively.

C. Impact Fees

Resolution No. 98-2 allows for the reduction or waiver of rates, fees, charges, and assessments for individual users located within the City limits of any component or components of the water and sewer system if the City determines and finds that it is in the best interests of the health, safety and general welfare of its citizens to grant such reduction or waiver. The waiver or reduction of such rates, fees, charges or assessments will require prior findings of the City Council that (i) such action will result in a substantial increase in the City's tax base or offer additional jobs to the citizens of the City and (ii) such action will not impair the City's ability to meet the covenants contained in Resolution No. 98-2. Such action shall require the affirmative vote of at least four (4) members of City Council.

The City will continue the process established in Resolution No. 98-2 allowing for reduction or waiver of rates, fees, charges, and assessments for individual users located within the city limits of any component or components of the water and sewer system.

D. Allowance of Flexibility in Densities for Affordable Housing

The Council has the right to enter into development agreements pursuant to the Florida Municipal Home Rule Powers Act. Any agreement may also provide for variances or waivers from any applicable Land Development Regulation (LDR) of the City, provided the owner of real property demonstrates a bona fide need for the variance or waiver and agrees to provide significant enhancements to the subject property in exchange for the variance or waiver. The

enhancements must significantly bring the overall quality of the proposed development above and beyond the minimum requirements set forth in the land development regulations, must be consistent with the City's Comprehensive Plan, and must serve the public health, safety, and welfare of the citizens and visitors of the city.

In order to encourage the creation of new affordable housing within the City and in order to preserve and augment the residential character of the RU-2-10 Single-Family and Multifamily Dwelling District within the Redevelopment Area, a Housing Bonus Program was created to provide a transferable floor area bonus for the development of new affordable housing within the Redevelopment Area. This Floor Area Bonus may be generated in the RU-2-10 Single-Family and Multifamily Dwelling District, and may be used in the CBD, Central Business District.

For each newly constructed unit of qualifying affordable housing, the developer shall be entitled to an increase of ten thousand (10,000) square feet of floor area bonus for new construction within the CBD. For each substantial rehabilitation of qualifying affordable housing, the developer shall be entitled to an increase of five thousand (5,000) square feet of floor area bonus for new construction within the CBD. Such bonus is transferable.

The City will continue to encourage the creation of new affordable housing within the city through the creation of a Housing Bonus Program.

E. Reservation of Infrastructure Capacity for Housing for Very-Low-Income Persons, Low-Income Persons, and Moderate-Income Persons

The City will continue ongoing concurrency management system which ensures that public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's Comprehensive Plan.

F. The Allowance of Affordable Accessory Residential Units in Residential Zoning Districts

The Planning & Zoning (P&Z) Division will review the City code definition of accessory structures in relation to compatibility of the comprehensive plan and provide for accessory dwelling units in residential zoning districts as applicable.

G. The Reduction of Parking and Setback Requirements for Affordable Housing

Requests for a reduction of parking and/or setback requirements for affordable housing will be reviewed by the City staff and the appropriate board (Planning & Zoning, Board of Adjustment) and/or City Council. Any reductions will be allowed on a case by case basis if appropriate through development agreements. Development agreements must be approved by City Council. Since 2007, the City has entered into three (3) affordable housing development agreements for setback reductions, two (2) with Habitat for Humanity of Brevard County, Inc. and Central Florida Community Development Corporation.

On June 5, 2007, City Council approved a zoning textual amendment to add a "Senior/Elderly Only Housing" Special Exception Use to the C-N (Neighborhood Commercial) District regulations and to add a definition for "Senior/Elderly Only Housing" this special exception allows for a reduction of parking requirements for senior/elderly housing.

H. Allowance of Flexible Lot Configurations, Including Zero-Lot-Line Configurations for Affordable Housing

Requests for flexible lot configurations will be reviewed by the City staff and the appropriate board (Planning & Zoning, Board of Adjustment) and/or City Council. Flexible lot configurations will be allowed on a case by case basis if appropriate through development agreements. Development agreements must be approved by City Council.

I. Modification of Street Requirements for Affordable Housing

Through the City's current development review process, street requirements can be modified, if appropriate, through a development agreement. Request for modification of street requirements will be reviewed by the City staff and the appropriate board (Planning & Zoning, Board of Adjustment) and/or City Council. Development agreements must be approved by City Council.

J. The Preparation of a Printed Inventory of Locally Owned Public Land Suitable for Affordable Housing

The Housing & Neighborhood Division will ensure that the Finance Department continues to monitor and update locally owned public land suitable for affordable housing. A copy of the list can be obtained from the Finance Department.

K. Support of Development Near Transportation Hubs and Major Employment Centers and Mixed Used Developments

The City will support development near transportation hubs and major employment centers and mixed use development. In the City, the Future Land Use Element (FLUE) identifies areas appropriate for residential development and the appropriate density for those areas. The objective of the FLUE is to create a land use pattern that situates residential development in close proximity to schools, health care facilities, employment centers, and major roadways. The FLUE is an important tool in establishing appropriate locations for residential development.

As recommended in the 2008 Evaluation & Appraisal Report (EAR) the City's Planning & Zoning Division shall coordinate with the FLUE and Transportation Element to encourage affordable housing near shopping and employment areas, and transit opportunities. The City shall provide incentives, such as expedited permitting and fee reductions for residential developments locating near shopping and employment areas, and transit opportunities. In addition, the City shall add a policy that encourages or requires multi-modal linkages and connections from affordable housing developments or any housing development of medium to high density to residential-serving commercial uses, employment centers and transit hubs. To accommodate and enhance transit opportunities, amenities in the form of attractive transit stops and shelters, loading spaces for transit buses, and bicycle and pedestrian connections are needed. The City can provide these facilities in public rights-of-way and on City-owned

land; however, this only provides a small portion of the facilities needed. Provision of transit facilities by developers would allow more of these facilities.

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

STRATEGIES FOR THE LOCAL HOUSING ASSISTANCE PLAN FOR STATE FISCAL YEAR: 2013-2014

Please check applicable

New Plan:

Amendment:

Fiscal Yr. Closeout:

City of Cocoa

Estimated Funds: $6,767.00

Strategy # From Plan Text	HOME OWNERSHIP STRATEGIES (strategy title must be same as the title used in plan text.)	VLI Units	VLI Max. SHIP Award	LI Units	LI Max. SHIP Award	MI Units	MI Max. SHIP Award	A New Construction SHIP Dollars	B Rehab/Repair SHIP Dollars	C Without Construction SHIP Dollars	D Total SHIP Dollars	E Total Percentage
1	Purchase Assistance Program	0	$0.00	0	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
2	Owner-Occupied Rehab Program	0	$0.00	0	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
3	Owner-Occupied Minor Rehab Program	1	$3,045.15	1	$3,045.15	0	$0.00	$0.00	$6,090.30	$0.00	$6,090.30	90.00%
4	Emergency/Natural Disaster Recovery	0	$0.00	0	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
	Demolition/Reconstruction	0	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	0.00%
											$0.00	0.00%
											$0.00	0.00%
											$0.00	0.00%
	Subtotal 1 (Home Ownership)	1	$3,045.15	1	$3,045.15	0	$0.00	$0.00	$6,090.30	$0.00	$6,090.30	90.00%

	RENTAL STRATEGIES	VLI Units	VLI Max. SHIP Award	LI Units	LI Max. SHIP Award	MI Units	MI Max. SHIP Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage
											$0.00	0.00%
											$0.00	0.00%
											$0.00	0.00%
											$0.00	0.00%
											$0.00	0.00%
	Subtotal 2 (Non-Home Ownership)	0	$0.00	0	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
	Administration Fees										$676.70	10.00%
	Admin. From Program Income										$0.00	0.00%
	Home Ownership Counseling										$0.00	0.00%
	GRAND TOTAL											
	Add Subtotals 1 & 2, plus all Admin. & HO Counseling	1	$3,045.15	1	$3,045.15	0	$0.00	$0.00	$6,090.30	$0.00	$6,767.00	100.00%

Percentage Construction/Rehab — Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt. — 90%

Maximum Allowable Purchase Price: New $0 Existing $189,682

Allocation Breakdown	Amount	%
Very-Low Income	$3,045.15	45.0%
Low Income	$3,045.15	45.0%
Moderate Income	$0.00	0.0%
TOTAL	$6,090.30	90.0%

Projected Program Income:	$0.00
Projected Recaptured Funds:	$0.00
Distribution:	$6,767.00
Total Available Funds:	$6,767.00

Max Amount Program Income For Admi: $0.00

07-Dec-16

box
x
F
Total
Units
0
0
2
0
0
0
0
0
2
Total
Units
0
0
0
0
0
0
2

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

STRATEGIES FOR THE LOCAL HOUSING ASSISTANCE PLAN FOR STATE FISCAL YEAR: 2014-2015

Please check applicable

New Plan:

Amendment:

Fiscal Yr. Closeout:

City of Cocoa

Estimated Funds: $6,767.00

Strategy #	HOME OWNERSHIP	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	A	B	C	D	E
								New Construction	Rehab/Repair	Without Construction	Total	Total
From Plan Text	STRATEGIES (strategy title must be same as the title used in plan text.	Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage
1	Purchase Assistance Program	0	$0.00	0	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
2	Owner-Occupied Rehab Program	0	$0.00	0	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
3	Owner-Occupied Minor Rehab Program	1	$3,045.15	1	$3,045.15	0	$0.00	$0.00	$6,090.30	$0.00	$6,090.30	90.00%
4	Emergency/Natural Disaster Recovery	0	$0.00	0	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
5	Demolition/Reconstruction	0	$0.00	0	$0	0	$0	$0.00	$0.00	$0.00	$0.00	0.00%
											$0.00	0.00%
											$0.00	0.00%
											$0.00	0.00%
	Subtotal 1 (Home Ownership)	1	$3,045.15	1	$3,045.15	0	$0.00	$0.00	$6,090.30	$0.00	$6,090.30	90.00%

	RENTAL	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total
	STRATEGIES	Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage
											$0.00	0.00%
											$0.00	0.00%
											$0.00	0.00%
											$0.00	0.00%
											$0.00	0.00%
	Subtotal 2 (Non-Home Ownership)	0	$0.00	0	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
	Administration Fees										$676.70	10.00%
	Admin. From Program Income										$0.00	0.00%
	Home Ownership Counseling										$0.00	0.00%
	GRAND TOTAL											
	Add Subtotals 1 & 2, plus all Admin. & HO Counseling	1	$3,045.15	1	$3,045.15	0	$0.00	$0.00	$6,090.30	$0.00	$6,767.00	100.00%
	Percentage Construction/Rehab	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.									90%	
	Maximum Allowable											
	Purchase Price:							New	$0	Existing	$189,682	

Allocation Breakdown	Amount	%
Very-Low Income	$3,045.15	45.0%
Low Income	$3,045.15	45.0%
Moderate Income	$0.00	0.0%
TOTAL	$6,090.30	90.0%

Projected Program Income:		$0.00	Max Amount Program Income For Admi
Projected Recaptured Funds:		$0.00	
Distribution:		$6,767.00	
Total Available Funds:		$6,767.00	

07-Dec-16

box
x
F
Total
Units
0
0
2
0
0
0
0
0
2
Total
Units
0
0
0
0
0
0
2

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

STRATEGIES FOR THE LOCAL HOUSING ASSISTANCE PLAN FOR STATE FISCAL YEAR: 2015-2016

Please check applicable

New Plan:

Amendment:

Fiscal Yr. Closeout:

City of Cocoa

Estimated Funds: $6,767.00

Strategy #	HOME OWNERSHIP	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	A New Construction	B Rehab/Repair	C Without Construction	D Total	E Total
From Plan Text	STRATEGIES (strategy title must be same as the title used in plan text.	Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage
1	Purchase Assistance Program	0	$0.00	0	$0.00	0	$0	$0.00	$0.00	$0.00	$0.00	0.00%
2	Owner-Occupied Rehab Program	0	$0.00	0	$0.00	0	$0	$0.00	$0.00	$0.00	$0.00	0.00%
3	Owner-Occupied Minor Rehab Program	1	$0.00	1	$0.00	0	$0	$0.00	$0.00	$0.00	$0.00	0.00%
4	Emergency/Natural Disaster Recovery	0	$0.00	0	$0.00	0	$0	$0.00	$0.00	$0.00	$0.00	0.00%
5	Demolition/Reconstruction	1	$6,090	0	$0	0	$0	$0.00	$6,090.30	$0.00	$6,090.30	90.00%
											$0.00	0.00%
											$0.00	0.00%
											$0.00	0.00%
	Subtotal 1 (Home Ownership)	2	$6,090.30	1	$0.00	0	$0.00	$0.00	$6,090.30	$0.00	$6,090.30	90.00%

	RENTAL STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage
											$0.00	0.00%
											$0.00	0.00%
											$0.00	0.00%
											$0.00	0.00%
											$0.00	0.00%
	Subtotal 2 (Non-Home Ownership)	0	$0.00	0	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
	Administration Fees										$676.70	10.00%
	Admin. From Program Income										$0.00	0.00%
	Home Ownership Counseling										$0.00	0.00%
	GRAND TOTAL											
	Add Subtotals 1 & 2, plus all Admin. & HO Counseling	2	$6,090.30	1	$0.00	0	$0.00	$0.00	$6,090.30	$0.00	$6,767.00	100.00%

	Percentage Construction/Rehab	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.									90%	
	Maximum Allowable											
	Purchase Price:							New	$0	Existing	$189,682	

Allocation Breakdown	Amount	%		Projected Program Income:	$0.00	Max Amount Program Income For Admi	$0.00
Very-Low Income	$3,045.15	45.0%		Projected Recaptured Funds:	$0.00		
Low Income	$3,045.15	45.0%		Distribution:	$6,767.00		
Moderate Income	$0.00	0.0%		**Total Available Funds:**	$6,767.00		
TOTAL	$6,090.30	90.0%					07-Dec-16

box
x
F
Total
Units
0
0
2
0
1
0
0
0
3
Total
Units
0
0
0
0
0
0
3

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2016-2017

Name of Local Government: City of Cocoa

Allocation: $85,193.00

Please check applicable box

New Plan:	
Amendment:	x
Fiscal Yr. Closeout:	19/20

									A	B	C	D	E	F
Strategy #		HOME OWNERSHIP	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total
From Plan Text	Code	STRATEGIES (strategy title must be same as the title used in plan text.	Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units
1	1, 2	Purchase Assistance		$40,000								$0.00	0.00%	0
2	4	Demolition/Reconstruction	1	$150,000						$76,673.70		$76,673.70	90.00%	1
3	3	Owner Occupied Rehabilitation		$49,000								$0.00	0.00%	0
4	5	Disaster Repair/Mitigation		$20,000								$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
		Subtotal 1 (Home Ownership)	1		0		0		$0.00	$76,673.70	$0.00	$76,673.70	90.00%	1

		RENTAL	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total
		STRATEGIES	Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units
												$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
		Subtotal 2 (Non-Home Ownership	0		0		0		$0.00	$0.00	$0.00	$0.00	0.00%	0
		Administration Fees										$8,519.30	10.00%	
		Admin. From Program Income											0.00%	
		Home Ownership Counseling											0.00%	
		GRAND TOTAL												
		Add Subtotals 1 & 2, plus all Adr	1		0		0		$0.00	$76,673.70	$0.00	$85,193.00	100.00%	1
		Percentage Construction/Rel	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.									90%		
		Maximum Allowable Purchase Price:							New	$258,691	Existing	$258,691		

		Allocation Breakdown	Amount	%
3	3	Very-Low Income	$76,673.70	90.0%
		Low Income		0.0%
		Moderate Income		0.0%
		TOTAL		90.0%

Projected Program Income:	
Projected Recaptured Funds:	
Distribution:	$85,193.00
Total Available Funds:	$85,193.00

Max Amount Program Income For Admi	$0.00

	FLORIDA HOUSING FINANCE CORPORATION										Please check applicable box		
	HOUSING DELIVERY GOALS CHART										New Plan:		
	2017-2018										Amendment:		x
											Fiscal Yr. Closeout:		20/21
	Name of Local Government:	City of Cocoa						Estimated Funds:	$85,193.00				
								A	B	C	D	E	F
	HOME OWNERSHIP	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total
Code	STRATEGIES (strategy title must be same as the title used in plan text.	Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units
1, 2	Purchase Assistance		$40,000								$0.00	0.00%	0
4	Demolition/Reconstruction	1	$150,000						$76,673.70		$76,673.70	90.00%	1
3	Owner Occupied Rehabilitation		$49,000								$0.00	0.00%	0
5	Disaster Repair/Mitigation		$20,000								$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
	Subtotal 1 (Home Ownership)	1		0		0		$0.00	$76,673.70	$0.00	$76,673.70	90.00%	1
	RENTAL	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total
	STRATEGIES	Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
	Subtotal 2 (Non-Home Ownersh	0		0		0		$0.00	$0.00	$0.00	$0.00	0.00%	0
	Administration Fees										$8,519.30	10.00%	
	Admin. From Program Income											0.00%	
	Home Ownership Counseling											0.00%	
	GRAND TOTAL												
	Add Subtotals 1 & 2, plus all Ad	1		0		0		$0.00	$76,673.70	$0.00	$85,193.00	100.00%	1
	Percentage Construction/Re	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.									90%		
	Maximum Allowable												
	Purchase Price:							New	$258,691	Existing	$258,691		
	Allocation Breakdown	Amount		%				Projected Program Income:		Max Amount Program Income For Admi		$0.00	
3	Very-Low Income		$76,673.70		90.0%			Projected Recaptured Funds:					
	Low Income				0.0%			Distribution:	$85,193.00				
	Moderate Income				0.0%			Total Available Funds:	$85,193.00				
	TOTAL				90.0%								

	FLORIDA HOUSING FINANCE CORPORATION										Please check applicable box		
	HOUSING DELIVERY GOALS CHART										New Plan:		
	2018-2019										Amendment:		x
											Fiscal Yr. Closeout:		21/22
	Name of Local Government:	City of Cocoa					Estimated Funds:	$85,193.00					
							A	B	C	D	E	F	
	HOME OWNERSHIP	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total
Code	STRATEGIES (strategy title must be same as the title used in plan text.	Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units
1, 2	Purchase Assistance		$40,000								$0.00	0.00%	0
4	Demolition/Reconstruction	1	$150,000						$76,673.70		$76,673.70	90.00%	1
3	Owner Occupied Rehabilitation		$49,000								$0.00	0.00%	0
5	Disaster Repair/Mitigation		$20,000								$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
	Subtotal 1 (Home Ownership)	1		0		0		$0.00	$76,673.70	$0.00	$76,673.70	90.00%	1
	RENTAL	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total
	STRATEGIES	Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
	Subtotal 2 (Non-Home Ownership)	0		0		0		$0.00	$0.00	$0.00	$0.00	0.00%	0
	Administration Fees										$8,519.30	10.00%	
	Admin. From Program Income											0.00%	
	Home Ownership Counseling											0.00%	
	GRAND TOTAL												
	Add Subtotals 1 & 2, plus all Adm	1		0		0		$0.00	$76,673.70	$0.00	$85,193.00	100.00%	1
	Percentage Construction/Reh	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.									90%		
	Maximum Allowable												
	Purchase Price:							New	$258,691	Existing	$258,691		
	Allocation Breakdown	Amount		%			Projected Program Income:			Max Amount Program Income For Admi		$0.00	
3	Very-Low Income		$76,673.70		90.0%		Projected Recaptured Funds:						
	Low Income				0.0%		Distribution:		$8,519.30				
	Moderate Income				0.0%		Total Available Funds:		$8,519.30				
	TOTAL				90.0%								

CITY OF COCOA

COMMUNITY SERVICES DEPARTMENT

HOUSING & NEIGHBORHOOD SERVICES DIVISION

HOUSING PROGRAM POLICIES & PROCEDURES
FOR PURCHASE ASSISTANCE, OWNER-OCCUPIED REHABILITATION, DEMOLITION/REPLACEMENT PROGRAMS, SUBSIDY LAYERING AND MONITORING

Council Adoption of Revision – 2/09/2016

TABLE OF CONTENTS

	PAGES:
I. OBJECTIVE	3
II. DEFINITIONS & REFERENCES	3
III. DIRECTIVES	7
A. PROGRAM ADMINISTRATION	7
B. ELIGIBILITY	7
C. MARKETING	9
D. DETERMINATION OF WORK	10
E. OWNER CONTRIBUTION	12
F. CONTRACTOR PROCUREMENT	12
G. AGREEMENT AND LIEN	12
H. TEMPORARY RELOCATION	14
I. SWEAT EQUITY	14
J. PAYMENT PROCEDURE	14
K. CLOSE-OUT PROCEDURE	15
L. ASSISTING PREVIOUSLY ASSISTED UNITS & MAXIMUM ASSISTANCE LIMIT	16
M. SUBORDINATION OF CITY HOUSING ASSISTANCE LIENS	16
N. DEATH OR RELOCATION OF ELIGIBLE PROPERTY OWNERS	16
O. APPEALS	17
P. FOLLOW-UP	18
IV. PURCHASE ASSISTANCE PROGRAM POLICY	19
V. SUBSIDY LAYERING POLICY	26
VI. MONITORING POLICY AND PROCEDURES	30
VII. RESERVATION OF AUTHORITY	37

I. OBJECTIVE

This policy is designed to be utilized by the City of Cocoa's Community Services Department's Housing & Neighborhood Services Division staff in implementation of its federally funded *Community Development Block Grant* (CDBG) and the *HOME Investment Partnership Programs* (HOME) administered by the U.S. Department of Housing and Urban Development (HUD), and the State funded State Housing Initiatives Partnership (SHIP) Program, and any other grant funding the City may receive.

The intent of this policy is to clearly identify the specifications under which staff will implement programs that provide purchase assistance, housing rehabilitation, minor housing repair, and housing replacement (when it has been determined economically unfeasible to rehabilitate) assistance to owner occupied households at or below 80% of median income. Additionally, subsidy layering guidelines are identified within this policy. The Program will be implemented in partnership with private funding whenever available. The policy identifies authority levels for approval and eligibility restrictions, which exceed federal and state requirements.

II. DEFINITIONS & REFERENCES

- Section 420.907 et seq. Florida Statutes, State Housing Initiatives Partnership Act.
- Administrative Rule of the Florida Housing Finance Corporation, 67-37 et seq., State Housing Initiatives Partnership Program.
- Titles I and II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625, HOME Investment Partnerships Program.
- 24 CFR Part 92, Final Rule, HOME Investment Partnerships Program.
- 24 CFR Part 570, regulations, Community Development Block Grant Program.

Appeal Procedure: Established procedure by which an applicant or client may make a complaint or appeal a decision made by the Community Services Department's Housing and Neighborhood Services Program Staff.

Applicant: A person or household who submits a signed and completed program application for assistance.

Assets: Assets are defined by Section 8 regulations, 24 CFR Part 813. Actual or "Imputed" Income from assets is included in projected annual income. The Liquid Assets owned by the household of an Eligible Property Owner are limited to a cash value equivalent to the HUD determined annual income for a household at or below 80% of median income, adjusted for family size. Liquid assets do not include retirement accounts.

Brevard County HOME Consortium: a legal entity created through an intergovernmental agreement between Brevard County and the Cities of Titusville, Cocoa, Melbourne, and Palm Bay.

CDBG: Community Development Block Grant funds are provided to the city by the U.S. Department of Housing & Urban Development (HUD).

Contractor: Licensed contractor who has met City Housing Program requirements to perform work on housing projects and has not been debarred from performing work on federally financed projects.

Deferred Loan: A zero interest loan provided to qualified households which is forgiven without repayment upon satisfaction of all requirements of the household's agreement with the City of Cocoa.

Department: City of Cocoa Community Services Department's Housing & Neighborhood Services Division.

Eligible Property: A Single Family property, occupied as a principal residence by an Eligible Household, including the following:

1. The Owner occupied portion of a one to four family property.
2. A condominium or cooperative unit except that attached units will not be eligible for replacement under this policy.
3. Any of the above moved to a new foundation constructed with HOME funds.
4. Halfway housing, dormitories (including farmworker dormitories), and all types of student housing, not just student dormitories are excluded from assistance. These types of residence constitute facilities or provide short-term or transitory housing.

The Property must be located within the City of Cocoa, and have an after rehabilitation value not to exceed 95% of the median purchase price for the area, as published by HUD *(Projects performed in conjunction with the Brevard County HOME Consortium are not restricted to the city limits of Cocoa, but must be located within the boundaries of the Brevard County HOME Consortium Area).*

Eligible Property Owner: The household of the Eligible Property Owner must have a projected annual income at or below 80% of the median income level adjusted for family size. The Property Owner must occupy the property as his or her Principal Residence. A household owns the property if they:

1. Have a fee simple title; or
2. Maintain a 99 year leasehold interest; or
3. Have ownership or membership in a cooperative; or
4. Have a Life Estate; or
5. Have other forms of ownership approved by the City of Cocoa's Attorney's office.
6. Do not have any restrictions or encumbrances that would unduly restrict the good and marketable nature of the ownership interest; and
7. For HOME funded homeowner rehabilitation, §92.254(c) permits four (4) additional forms of ownership: heir property, life estate, living trust, and beneficiary deed.

Fair Housing: Requirements for non-discrimination based on race, color, sex, religion, handicap, familial status or national origin in accordance with Federal Regulations found at 24 CFR 100-146 and State Law FS 750.

General Property Improvements: These improvements include rehabilitation items which are corrections of health and safety code violations, but are improvements which place the unit in a readily maintainable condition for a useful life of at least five (5) years.

HOME: HOME Investment Partnership Program administered by the U.S. Department of Housing and Urban Development and disbursed through the Brevard County HOME Consortium.

HUD: United States Department of Housing and Urban Development.

Income: Projected annual income established in compliance with HOME, CDBG and SHIP regulations, specifically established at 24 CFR Part 813, the Section 8 regulations.

Income Limits: The City shall use the most current income limits issued for the program that is assisting the client (HUD or the State).

Liquid Asset: Liquid assets are those in the possession of the household seeking assistance which can readily and promptly be turned into cash in a savings or checking account or a CD less than 3 years old. The following are excluded: retirement accounts, CDs over 3 years old, savings bonds, jewelry, guns, cameras, and equity in boats, RVs, and campers.

Minimum Investment: The City shall ensure that the minimum HOME investment (or whichever funding source is used) is met.

Minimum Property Standards: Minimum Property Standards establish certain minimum standards for buildings constructed under various HUD programs. The Standards include specific requirements for the durability of such items as doors, windows, painting and wall coverings, kitchen cabinets and carpeting. The standards ensure that the value of the home is not reduced by the deterioration of these components. (HUD Handbook 4910.1)

Ownership interest: must be in good, marketable title, subject to only certain restrictions (such as HOME resale restrictions, mortgages, deeds of trust, or liens or instruments that secure debt on the property), provided these are approved by the City.

Principal Residence: The household must utilize the property as their primary residence, as established by eligibility for the State Department of Revenue Property Tax Homestead Exemption. The household may not vacate the unit for more than 120 non-consecutive days in any one calendar year for any reason, other than a hospital or nursing home stay.

Program: Housing & Neighborhood Services Division's Purchase Assistance, Owner-Occupied Rehabilitation, and Demolition/ Reconstruction Programs.

Reconstruction: permitted for units that were destroyed by disaster and are not standing on the site at the time of project commitment, provided that HOME funds are committed within 12 months of the date of destruction.

Rehabilitation: All units determined to require rehabilitation through housing grant funds shall be brought up to meet, at a minimum, the Florida Building Code approved by the City of Cocoa and the Program's written rehabilitation standards. Properties must meet local codes, grant funding requirements, including zoning regulations. Each major system must have a remaining useful life of at least five (5) years. Major systems include: structural support; roofing; cladding and weatherproofing (e.g. windows, doors, siding, gutters); plumbing; electrical; heating; ventilation; and air conditioning.

Replacement: All units that exceed $45,000 in rehabilitation assistance may be determined to require replacement. In cases where it is determined that the housing structure cannot be reconstructed on the same site, the eligible applicant will receive assistance in obtaining a new site and the original property will be deeded to the City of Cocoa, or to an organization designated by the City (i.e., CHDO or Habitat for Humanity).

Standard Housing Code: Minimum standards for basic equipment and facilities for all buildings intended for occupancy by owner-occupants or renters shall be in accordance with the Florida Housing and Building Codes. This is also the minimum standard for rehabilitation performed with grant program funds.

Students:
The 2013 Rule specifically excludes certain students from participating independently in the HOME program. The HOME program adopts the Section 8 Housing Choice Voucher (HCV) program restrictions on student participation found at 24 CFR 5.612, which exclude any student that:

1. Is enrolled in a higher education institution
2. Is under age 24
3. Is not a veteran of the U.S. military
4. Is not married
5. Does not have a dependent child(ren)
6. Is not a person with disabilities
7. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income.

Excluded students are prohibited from receiving any type of HOME assistance, including renting HOME-assisted rental units, receiving HOME tenant-based rental

assistance, or otherwise participating in the HOME program independent of their low- or very low-income families.

Subordination: The process of placing, ranking, or positioning a mortgage as secondary to the primary mortgage.

Uniform Physical Conditions Standards (UPCS): uniform national standards established by HUD for housing that is decent, safe, sanitary, and in good repair, pursuant to 24 CFR 5.703. These standards are newly adopted for HOME rehabilitation, acquisition, and tenant-based rental assistance projects in accordance with revisions made to the property standards requirements at §92.251.

III. DIRECTIVES

A. PROGRAM ADMINISTRATION:

The City of Cocoa's Community Services Department's Housing & Neighborhood Services Division shall be responsible for the administration of the Purchase Assistance, Owner-Occupied Rehabilitation, and Demolition/Reconstruction Programs.

B. ELIGIBILITY:

1. Applications shall only be received from homeowners that reside within the city limits of Cocoa. Homeowners whose property lies outside the City of Cocoa will not be accepted. These homeowners will be referred to the appropriate office within that municipality.

2. Applications from owners of trailers, mobile homes and other manufactured housing will not be accepted for this Program except when the unit is eligible for replacement with a site-built home or the city receives a grant which specifically allows assistance of such units. Applicants must submit a signed and dated application (provided by the Housing and Neighborhood Services Division) verification of ownership of an eligible property, verification of current homeowners' insurance, verification of payment of all taxes, verification of current mortgage statement (if any) and utilities, and verification of income and assets in a format approved by the City in accordance with the regulations of the grant funding. Completed applications are reviewed by staff in order of date received.

3. In the event a County, State, or Federal Disaster declaration is made, applicants who need assistance due to damage or destruction incurred during the disaster event will be given precedence over other applications; and

4. If property insurance proceeds or disaster assistance (FEMA, SBA) is received, proceeds must first be applied towards the repairs/rehabilitation of the property before the City provides any form of assistance. A statement of benefits along with proof of repairs must be provided.

5. Applicant must be a homeowner named on a Warranty Deed, Quit Claim Deed or other recorded document which the City Attorney's office has determined demonstrates a valid ownership interest.

6. The assistance level is determined by income level as listed in Section III.D.5.

7. If a property is owned by more than one individual, the residency of the co-owner(s) (spouse, former spouse, family member, friend, etc.) must be verified.
   a) If the co-owner(s) reside in the household, then the co-owner(s) income must be included in the eligibility determination.
   b) If the co-owner(s) has documented his/her residence at another location, then the co-owner(s) income is not calculated in to the household income. However, he/she must sign the Agreement with the City and the mortgage lien.

   It is important to note that the State of Florida does not have a "legal separation" provision. As a result, if an applicant is still married, it doesn't matter if he or she does not still reside in the property with their spouse.

8. Applicants who have been determined to be Eligible Property Owners are served on a first qualified, first served basis, based on the date of determination of eligibility after review of the completed application. Applicants may be required to re-verify income and residence, after a time period determined by the grant funding, whichever is strictest. In addition, the City reserves the right to request additional or updated information at any time during participation in the program. In the event that there is an income, elderly or special needs preference, those grant required preferences will be shown priority in assistance.

9. Applicants may not be given assistance if they have demonstrated their intention to sell or transfer their property within the next year; have a judgment, tax lien or other government lien on their property; or are determined to not have a good ownership interest through the underwriting review conducted by Program staff. Additionally, applicants may not be given assistance if they are more than one (1) month behind on their mortgage payment or utility payments.

10. To complete determination of applicant eligibility, the Program staff will request a title search (Ownership & Encumbrance Report) of the proposed property to determine ownership interest and eligibility of the property.

11. An underwriting review is conducted to ensure that City administered funds are utilized in a manner that ensures that financial accountability standards are met. An Applicant whose property has liens recorded against it which in total are in excess of the Property Appraiser's assessment of value of the property for the most recent assessment year shall be restricted to assistance or may be deemed ineligible and not assisted at all.

12. If an Applicant is determined to have impediments (e.g. liens, judgments, water liens, code enforcement liens/issues) to receiving assistance through these City Programs, staff will provide guidance and counseling to the Applicant to remove these impediments. Applicants are not Eligible Property Owners until all impediments have been removed or, alternatively, the level of assistance may be restricted due to the severity of the impediment(s). In these instances, limited assistance may be provided which eliminate public health or severe code deficiencies.

13. Applicants who are determined to be ineligible for assistance or who decline assistance through the Program must first show proof that their circumstances have changed to warrant a review and complete a new application. They will be considered new applicants at that point.

14. All properties assisted with federal or state funds, may be subject to an environmental review, lead based paint testing and abatement, and/or asbestos testing.

15. If it is determined that the property lies in a flood zone, the owner will be asked to demonstrate that there is flood insurance carried on the property until close-out of the project.

16. All housing rehab applicants must have homeowners insurance. If the home is uninsurable due to code issues, the applicant must provide documentation that homeowners insurance shall be obtained upon completion of rehab assistance.

17. Ineligible Applicants will be counseled on the City Approved Appeal Procedure.

18. Assistance shall not be provided to any property owner with an active code enforcement lien. All code liens must be satisfied prior to housing assistance.

19. Items in project case file shall consist of: underwriting information, applicant information, legal documents, property information, and construction management.

20. Items in case file shall consist of: project documentation, participant eligibility, property eligibility, property standards, eligible costs, contractor selection, construction management, loan processing and servicing, and on-site inspection.

21. The timeframe for income source documentation shall be 2 months for HOME assisted activities.

C. MARKETING:

I. The City of Cocoa shall abide by the Brevard County HOME Consortium Affirmative Marketing Policy.

II. The City shall take affirmative marketing steps to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the

housing market area. A wide range of marketing strategies will be implemented to ensure that eligible persons have a reasonable opportunity to be informed about the program opportunities being carried out by the City of Cocoa and the Brevard County HOME Consortium.

III. On an annual basis, the City will review its marketing efforts to assess fair housing outreach and comply with fair housing regulations.

D. DETERMINATION OF WORK/OWNER-OCCUPIED REHABILITATION:

I. Upon determination of property eligibility, Program staff will inspect the unit utilizing the Florida Building Code for existing housing adopted by the Cocoa City Council and Department approved rehabilitation standards, and will prepare work specifications and a cost estimate.

II. Rehabilitation Standards must be adequate to extend the useful life of the property for at least five (5) years, preferably longer, to protect the security of the rehabilitation deferred payment loan. Department approved rehabilitation standards shall include, at a minimum:

a) Correction of all violations of the Florida Building Code.

b) Correction of observable and identifiable problems which would lead to the violation of the Florida Building Code within the lien period.

c) Incidental repairs related to work performed under 2.a) or b) of this Section. (e.g. repair and painting of wall due to roof leak)

d) Addition of energy efficiency improvements which decrease the operating cost of the unit.

e) All replacement materials will meet FHA Minimum Property Standards and applicable industry standards.

f) Household systems and equipment shall be replaced on a unit for unit basis. Determination shall be based on need and safety of the household, including size of household and handicapped status of household member(s).

g) Barrier free items, such as, building/installing wheelchair ramps, grab bars, accessible showers, handicap toilets, sinks/faucets and widening of doors.

h) In accordance with Section 420.9075(3)(d), F.S, the City of Cocoa shall expend SHIP funds in a manner that encourages reduced long-term costs relating to maintenance, utilities, and/or insurance. Innovative design, green building principles, storm-resistant construction, or other elements will be incorporated in all housing strategies both for sustainability and to promote greater affordability.

III. All units assisted with federal funds will be evaluated for the potential presence of lead-based paint and asbestos. Owners will be noticed on the hazards of lead based paints. The treatment of defective paint surfaces is required.

IV. Property Owners who are determined to be eligible for assistance shall receive financial assistance for the repair, rehabilitation or replacement of their home in accordance with the following schedule, under the requirements defined in Paragraph 6 of this section:

INCOME LEVEL ADJUSTED BY FAMILY SIZE*	MAXIMUM ASSISTANCE
0 – 50% Median Income	$40,000 - Homebuyer
51 – 80% Median Income	$35,000 - Homebuyer
80 – 120%	$30,000 - Homebuyer
0 – 80% Median Income	$49,000 – Rehabilitation $20,000 – Minor Repairs $150,000 – Replacement

**The median family income is based on census data on family incomes updated using a combination of bureau of labor statistic earnings and employment data, Census P-60 median family income data, and Census American Community Survey data on changes of state median family incomes.*

6. The following requirements are placed upon the determination of Maximum Assistance:
   a) The level of award is supported by the average age of the City's current housing stock, increase in construction materials, and the increase in replacement costs.

7. Upon completion of the work specifications by Program staff, the Owner will review the proposed work specifications and consent to the specifications in writing. Any issues relating to the proposed work will be resolved before proceeding to Contractor procurement.

8. If a property is determined to require rehabilitation in excess of the funds available through the Program, the owner will be notified. The owner will be provided the opportunity to secure private financing for necessary rehabilitation/replacement whose cost is in excess of available funds. If additional funding is not identified, the property will be assisted to the extent possible with the available financial resources or in the case of rehab put on a replacement waiting list until funds are available.

9. Occupancy and special needs of replacement units:

   1. All persons living in the household at the time of application shall be included when computing family size and income.

   2. Occupancy standards shall be consistent with the Florida Building Code approved by the Cocoa City Council and local zoning requirements. The

existing number of bedrooms shall be replaced unless determined to be inadequate for the size of the household.

REPLACEMENT HOUSING The following requirements apply to units which are demolished and replaced through this Program. Replacement housing can be carried out by demolishing the existing structure and constructing a new home on the same site or by having the homeowner deed the existing property to a Community Housing Development Organization (CHDO) or a non-profit organization that owns property and is willing to, with an agreement with the City, exchange properties and construct a replacement home on a different lot within the City:

a) Unless the existing mortgage holder agrees to the demolition and replacement, the property must be free of encumbrances and mortgages.

b) $150,000 is the maximum amount allotted per unit for replacement house, this includesconstruction costs and eligible non-construction costs. The eligible property owner will be required to obtain other financing (or funds) for the remainder of the cost to construct, if needed.

c) The Building Valuation Data published annually by the Florida Building Code as adjusted for the region which includes Brevard County will be utilized to determine reasonable cost of construction by the Florida Building Code plus 5%, shall serve as the maximum cost allowable under this Program for construction of the new unit.

d) Applicants may not have a vested interest in any other property, which could be used as their primary residency.

The City has the right to replace homes based on the severity of the condition of the home and the imminent danger of the structure to the people living within the unit.

E. OWNER CONTRIBUTION:

If the recipient receives FEMA assistance or insurance proceeds, those funds must go towards the rehabilitation or reconstruction of their home first.

Households with more than $4,000 in liquid assets must apply those additional assets beyond the $4,000 towards the rehabilitation or reconstruction of their home. Liquid assets do not include retirement accounts.

F. CONTRACTOR PROCUREMENT:

All Local, State and Federal procurement policies must be adhered to during the program's Contractor selection process. The City's local procurement policy is the Financial Operations Manual (FOM). The FOM is adhered to for all housing related procurements.

G. AGREEMENT AND LIEN:

1. Upon receipt of an approved quote or bid, the Eligible Property Owner will be requested to sign an agreement which stipulates restrictions on the transfer or resale of the property, includes the scope of work to be performed; and identifies the City as a party to the Agreement as the Owner's agent to contract for and carry out the agreed upon repairs and improvements. All Eligible Property Owners must demonstrate adequate insurance coverage, including flood insurance, if so required, for the duration of the construction period. Eligible Property Owners are counseled on the importance of maintaining coverage after construction is completed.

2. Agreements will be executed in accordance with the City's Financial Operations Manual (FOM).

3. Assistance will be provided in the form of a deferred payment loan, secured by a mortgage lien recorded against the property. The mortgage shall not incur interest, nor shall payment be required if the property continues to be used as the Principal Residence.

4. The affordability period is determined by the grant or the following (whichever is stricter):

Minor Repairs less than $20,000	5 year lien forgivable at 20 percent per year
Housing Rehab $20,001 - $49,000	10 year lien forgivable at 10 percent per year
Housing Replacement	20 year lien forgivable at 5 percent per year
Homebuyer Assistance	10 year lien forgivable at 10 percent per year

5. If HOME funds are used, HOME affordability rules apply over the above affordability periods. The HOME affordability period starts from the date that the activity is closed in IDIS.

6. The lien recorded against participant's properties will specifically state that transfer of ownership "shall constitute a default and the balance of the Note unforgiven shall become due and payable in full." In addition, the Note shall specify that "the remaining balance will accrue interest at 3% annum at the time of default. If the City does not demand payment upon default, such action does not constitute a waiver." The mortgage amount is depreciated on an annual basis if the following conditions occur:

    - The homeowner continues to reside in the unit in accordance with the terms of the Agreement; and

    - The eligible homeowner provides proof that all insurance, mortgage payments and taxes are current; and

- The property is free of all code violations.
- The property has not been rented out.
- Deployment does not constitute a default.

On, and only on, each anniversary date of the execution of the mortgage, the value of one year's payment will be deducted (if applicable) from the balance owed when all of these conditions are satisfied.

7. The deferred mortgage lien is recorded prior to commencement of the construction project.

8. Minor housing grants, used for handicap accessibility or retrofit improvements, may be disbursed as a grant.

9. Any post-construction agreements or warranties are between the Homeowner and the Contractor and should only be completed after all the work is completed with under the City's Agreement.
10. Homeowner is required to pay for the cost of the satisfaction of mortgage upon expiration of the lien.

H. TEMPORARY RELOCATION:

The Uniform Act, passed by Congress in 1970, is a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes. The Uniform Act's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects. In the case of minor repairs, housing rehabilitation, and homebuyer assistance, it is anticipated that temporary relocation is not necessary. Relocation assistance provided by the City to Owners, when determined to be necessary by Program staff, shall be in accordance with the URA.

- 49 CFR Part 24 is the government-wide regulation that implements the URA.
- HUD Handbook 1378 provides HUD policy and guidance on implementing the URA and 49 CFR Part 24 for HUD funded programs and projects.

I. SWEAT EQUITY:

In order to prevent costly delays and interruptions to the Contractor's schedule, an owner (including relatives and/or friends) may not perform work on the Eligible Property during the construction period. Should an Eligible Owner wish to perform some improvements to the Property which is outside the scope of the work write-up, those

improvements must be performed prior to the Contractor solicitation, or after the job has been completed and final payment has been made.

In addition, the homeowner may not change the scope of services with a Contractor by offering to complete a certain task(s) in exchange for other work to be done. If this occurs, it will constitute a violation of the Construction Contract and could result in the Contract being terminated. In addition, any monies expended would then become the responsibility of the Contractor and/or homeowner.

J. PAYMENT PROCEDURE:

1. Funds are secured by a Purchase Order prior to the start of construction, as stipulated in the agreement. Funds are disbursed in accordance with the disbursement schedule, (upon written request of the Contractor, and authorization of the Owner, Housing Program Manager and Deputy Director of Community Services Department).

2. Change orders shall be approved by the City and the property owner. The Change Order shall be added or deducted from the purchase order and all documents will be amended accordingly.

3. Upon receipt of an invoice from the Contractor, both the owner, Housing Program Manager, and the City of Cocoa Building Inspector shall inspect work for quality and completion.

4. Payment will be issued to the Contractor within 30 days for such amount as the City determines to be properly due. If payment is withheld, the City will state in writing, within 5 days, cause for withholding a payment. The City reserves the right to withhold payment for defective work and/or pay subcontractors directly.

5. The City on the basis of reasonable and verifiable evidence, may withhold from any payment, such amounts as may be necessary for protection of the Owner against loss caused by:
   a) Defective work not remedied;
   b) Third party claims filed;
   c) Failure of the Contractor to make payments to Subcontractors;
   d) Failure to pay for material, equipment or labor; and/or
   e) Failure to perform the work in accordance with the Agreement documents or to provide a construction schedule as required by the Agreement.

6. Contractors contracted for rehabilitation/replacement work in which the City's funding commitment exceeds $15,000 will have ten percent (10%) of their progress payment requests subject to retainage. The retainage will not be released until all work is completed, all necessary paperwork is received and the City closes out the project. If there is a dispute over quality or completion of work, the retainage shall be held until resolution occurs.

7. Final payment shall not made until the Contractor provides Release(s) of Liens, copies of permits to the Department, all inspections are completed, and copies of the Project Warranty and the Close-out form are submitted.

8. Any incidence of inadequate performance by a Contractor will be documented in accordance with City policy and procedure. Contractors may be suspended or debarred from further participation in the City's Housing Programs.

K. CLOSE-OUT PROCEDURE:

Assistance is completed upon final acceptance by the Owner of completed work and Program authorization for final payment.

L. ASSISTING PREVIOUSLY ASSISTED UNITS & MAXIMUM ASSISTANCE LIMIT:

Households which have previously been assisted through the City's housing programs shall be limited to receiving one additional instance of minor repairs. These repairs shall be limited to health/safety repairs whose cost shall be no more than $20,000 if the household has no need for handicap accessibilities. If client is elderly or has need of handicap accessibilities, assistance will be up to $49,000 for handicap accessibilities to include (but not limited to) ramps, grab bars, and walk-in showers.

Households which have previously been assisted with HOME funds may be assisted during the first year of project completion. After the first year, no additional HOME funds will be provided to a HOME-assisted project during the relevant period of affordability.

M. SUBORDINATION OF CITY LIENS:

1. An Owner requesting a subordination of the City's lien must make this request in writing, indicating the reason for the request.

2. Only subordination requests which increase the affordability of the housing unit, or assist a household with medical expenses, not associated with consumer debt, shall be considered.

3. As indicated in Resolution 97-18, The City Manager or Designee must authorize any subordination requested. Staff will identify for the City Manager or Designee, the current status of the City's equity position and the equity position if the subordination request is approved.

4. The Owner may be charged any recording fees necessary for the subordination.

N. DEATH OR RELOCATION OF ELIGIBLE PROPERTY OWNERS:

Upon the death or relocation of the Eligible Property Owner during the mortgage period, the mortgage balance shall become due in full. The City of Cocoa will require

repayment of the mortgage balance at the time of refinancing of the property. If no refinancing of the property occurs at the time of death or relocation of the Owner, the mortgage balance shall cease to depreciate and will be frozen at the balance in place at the date of death or relocation. The lien will continue against the property until repayment is made or the lien period is concluded. At any time during the lien period, the Owner, or heir shall have the right to repay the current balance without penalty.

In cases wherein death or relocation of the Eligible Property Owner has occurred, the City will notify the owner or surviving heir(s) of the following options:

OPTION I. Housing Unit Remains an Affordable Housing Unit:
The City will allow the property to continue to be used as is if both of the following conditions are met:

- The individual(s) who inherits the home wishes to reside in the home as their primary (Homestead Exemption) residence; and

- The individual(s) are willing to meet all program requirements, including but not limited to, certification of their income/assets and assuming responsibility for the City's lien.

Option I satisfies the City's goal of promoting decent and safe affordable housing units while eliminating slum and blight. However, if the heir is unable or unwilling to meet the requirements of Option I, the City will pursue Option II.

Option I. is not offered to owner or surviving heir(s) of a replacement home. Owners or surviving heir(s) of a replacement will be notified of Option II and Option III.

OPTION II. Satisfaction of the City's Lien:
The City will request that the heir satisfy the remaining balance of the lien. This will be accomplished through either of the following:

- The individual(s) who inherits the property pays the balance due; or

- The individual(s) who inherits the home obtains a new lien against the property in their name satisfying the City's lien; or

- The individual(s) who inherits the property sells the home, thereby satisfying the City's lien. The remaining proceeds from the sale of the home once the City's lien is satisfied would belong to the heir(s).

Option II is still in line with the City's goal of promoting decent and safe affordable housing units while eliminating slum and blight because the recaptured funds are then used to help other projects. However, if the heir is unable or unwilling to pursue either of the strategies in Option II, the City will pursue Option III.

OPTION III. Declare the Notes in Default & Bring Foreclosure Action:
If Option I or II cannot be satisfied, the City will declare the notes in default and bring foreclosure action on the property. Option III is still in line with the City's goal of promoting decent and safe affordable housing because the home will then be used to provide housing to another qualified applicant.

O. APPEALS:

Any Applicant or client wishing to make a complaint or appeal a decision made by the Program shall be given a copy of the City Approved Appeal Procedure.

P. FOLLOW-UP:

Periodic follow-up contacts with the property owner(s) at 30 day, 60 day and 12 month intervals are scheduled by the Program Staff to ensure compliance with program guidelines and ascertain additional counseling needs. In addition, on an annual basis City staff will request updated copies of the homeowner's insurance, taxes and mortgage (if applicable) statements to ensure that the are current.

IV. PURCHASE ASSISTANCE PROGRAM POLICY

I. PURPOSE

The purpose of this document is to establish the policies of the City of Cocoa's Purchase Assistance Program (PAP) so as to promote fairness and equitable treatment of applicants and recipients of program assistance. The scope of the program is to provide purchase, closing costs, and rehabilitation assistance to very low-, low- and moderate-income buyers purchasing housing units in the City limits of Cocoa. Policies are written in accordance with the enabling legislation and implementing regulations of the State Housing Initiatives Partnership Program (SHIP), administered by the Florida Housing Finance Corporation (FHFC) and the HOME Investment Partnership Program (HOME), a housing grant of the U.S. Department of Housing and Urban Development (HUD).

II. PROGRAM GOALS

In accordance with the needs identified, the priorities established, and the objectives and strategies outlined in the City's Consolidated Plan, annual Action Plan, SHIP Local Housing Assistance Plan, and the Housing Element of the City's Comprehensive Plan, and in accordance with the 2013 HOME Final Rule, the goals of the Purchase Assistance Program are:

- *the provision of affordable housing to low income households; and*
- *the preservation of existing housing stock.*

III. REFERENCES

- Section 420.907 et. seq. Florida Statutes, *State Housing Initiatives Partnership Act.*
- Administrative Rule of the Florida Housing Finance Corporation, 67-37 et. seq., *State Housing Initiatives Partnership Program.*
- 24 CFR Part 92, 2013 HOME Final Rule*, US Department of Housing and Urban Development*.

IV. DEFINITIONS

Affordable means that monthly mortgage payments including taxes and insurance do not exceed 30% of that amount which represents the percentage of the median annual gross income for the household's income group (e.g. very low- or low-income group). It is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark.

Applicant means a person or household who submits a signed and completed Purchase Assistance Program application for assistance.

CDBG means Community Development Block Grant.
Department means the Housing and Community Services Department of the City of Cocoa.

FHFC means the Florida Housing Finance Corporation.

General Property Improvements mean those improvements which are not corrections of health and safety violations, but which place the unit in a readily maintainable condition and conform it to other standard units in the local housing market.

HOME means HOME Investment Partnership Program.

Homeownership defined in §92.2 and is revised to clarify that, contract for deed, installment contracts and land sales contracts are specifically excluded.

Low income means that the household income is 51% to 80% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA.

Melbourne-Titusville-Palm Bay (Brevard) MSA means the Metropolitan Statistical Area used for demographic data purposes.

Moderate income means that the household income is 81% to 120% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA.

Principal Residence means the household must utilize the property as their primary residence, as established by eligibility for the State Department of Revenue Property Tax Homestead Exemption.

Rehabilitation means repairs or improvements that are needed for safe or sanitary habitation, correction of substantial code-violations, or the creation of additional living space in accordance with the Florida Building Code.

SHIP means the State Housing Initiatives Partnership Program.

Very low income means that the household income is below or equal to 50% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA.

V. ELIGIBILITY

1. Household Eligibility
   a. The applicant's household income may not exceed 120% and 80% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA as determined annually by HUD when using SHIP and HOME or CDBG funds respectively.
   b. Households with more than $4,000 in liquid assets within a savings or checking account must use the difference towards the purchase of the home.
   c. The applicant and/or co applicant must have received City-approved homebuyer education and one-on-one housing counseling.
   d. The applicant must be able to obtain to obtain a 30 year first mortgage through a non-predatory lending institution.
   e. The applicant must be able to provide proof of responsible lending and sustainable (e.g., no predatory loans) in accordance with §92.254(f).

2. Unit Eligibility
   a. The unit must be located in the city limits of Cocoa.
   b. The purchase price of the unit may not exceed 90% and 95% of the median area purchase price for existing homes or new construction in the Melbourne-Titusville-Palm Bay (Brevard) MSA as established by the United States Department of Treasury when using SHIP or HOME funds respectively.
   c. The assistance may not be used to purchase a mobile or modular home.
   d. Existing units may have a swimming pool or similar amenity.
   e. Reasonable closing fees may be charged. However, all fees shall be reviewed by the Housing Program Manager and approved.

   i. Eligible forms of homeownership when using HOME funds:

- Fee simple title in a 1- to 4- unit dwelling or condominium unit or at least a 99-year leasehold interest, except:
    - Housing located in insular areas must have a ground lease for at least 40 years
    - Housing located on an Indian trust or restricted Indian land, for at least 50 years
    - Housing located on land owned by a community land trust, for at least 50 years
    - Manufactured housing on a ground lease that is at least equal to the applicable affordability period §92.251(e).

3. Levels of Assistance

The actual assistance will be the *minimum* amount needed to get the applicant into an affordable unit.

a. The maximum assistance for households with incomes at or below 50% of the median is $40,000.
b. The maximum assistance for households with incomes at 51% - 80% of median is $35,000.
c. The maximum assistance for households with incomes at 80% - 120% of median is $30,000.
d. When used to purchase an existing home requiring rehabilitation, $5,000 is available for any combination of down payment, closing costs and rehabilitation. Rehabilitation shall be completed in accordance with Florida Building Code. Any rehab completed shall have a minimum useful life of at least five (5) years for major systems. Work write-ups and written cost estimates shall be reviewed and approved by the City. The City shall determine if the costs are reasonable, and plans and specifications are in compliance with the City's written standards.

In order to prevent over subsidization of the homeowner or the excessive closing costs charged by the lender, the City reserves the right to refuse assistance. In such cases, the homebuyer will be asked to renegotiate the loan or to seek another lender.

3. Other Loan Terms

The assistance will be in the form of a deferred payment loan, secured by a zero percent (0%) interest mortgage in favor of the City of Cocoa and forgiven at the end of the term. In addition to the affordability period, the following terms will apply to each loan:

1. Death of the mortgagor: The passing of title due to the death of the mortgagor to other than a spouse or co-mortgagor holding an interest in the property as a co-tenant is deemed a conveyance.
2. Leasing: Leasing the premises for any period of time is deemed a conveyance.

3. Continued Occupancy: The mortgagor must reside in the assisted property as his/her principal residence for the life of the loan. If for any reason, other than a hospital or nursing home stay, the mortgagor vacates the premises for more than a period of 120 days in any one calendar year, such vacation shall constitute default.
4. Interest: There is zero interest on the loan except in the case of default, at which time the remaining balance shall accrue interest at five percent (5%) per annum.
5. Maintenance: The mortgagor must keep the property maintained and in good repair according to the Florida Building Code and all applicable codes of the City of Cocoa.
6. The homeowner will be required to pay for the cost of the satisfaction of mortgage upon expiration of the lien term.

4. Subordination of Liens

Subordination of liens will be considered for the following reasons only:

- Only subordination request which increase the affordability of the housing unit, decreases the term of the loan, provides a lower interest rate or not associated with consumer debt.
- Each request shall be reviewed on a case by case basis. The Housing and Neighborhood Services Manager has the right to deny or agree to subordination.

5. Affirmative Marketing

It shall be the policy of the City of Cocoa to affirmatively market the Purchase Assistance Program in such a way as to promote fair housing in accordance with the applicable marketing requirements of the SHIP Program regulations and the HOME rules. The City adheres to the Brevard County Affirmative Marketing Policy.

6. Selection Criteria

All assistance is subject to the availability of funds. Assistance will be on a first come, first ready basis.

Applicants cannot have owned a home within 30 days of closing and any net proceeds from the sale of a previous home should be applied to the purchase of the new home prior to receiving down payment assistance.

Applicants that have previously received state or federal down payment assistance are not eligible for assistance for six (6) months.

7. Owner Contribution

The applicant must make a minimum cash contribution towards the purchase of the home.

- Households with incomes at or below 50% of the median must contribute a minimum $500.
- Households with incomes at 51-80% of median must contribute a minimum of $750.
- Households with incomes at 81-120% of median must contribute a minimum of $1,000.
- Households with more than $4,000 in liquid assets in a savings or checking account must apply those additional assets beyond the $4,000 towards the purchase of their home.

8.Notification of Award

An award letter, also called a letter of commitment, will be issued within 30 days after the income has been certified. The award letter will be good up-to six months. Clients may be subject to a re-certification if more than 120 days have lapsed and the client has not received assistance. This will be determined on a case by case basis.

8. Purchase Assistance Program

In the event that the City shall desire to have a sub-recipient/non-profit administer the Purchase Assistance Program, the selection process shall be done according to the City's Financial Operations Manual as it relates to procurement. The sub-recipient/non-profit will administer the program based on the City of Cocoa's Housing Policies and Procedures.

10. Housing Counseling/Homebuyer Education

The Housing Counseling/Homebuyer Education Program shall at all times be administered as follows:

a) DESCRIPTION OF WORK TO BE PERFORMED

The Housing Counseling/Homebuyer Education Program shall be implemented as a turnkey operation. The agency administering the program shall market the program, schedule and make all arrangements (sites, speakers, materials, etc.) for homebuyer education classes, and provide housing counseling on an individual basis to each homebuyer. The agency must also provide proof of attendance by homebuyers.

A. LEVELS OF ACCOMPLISHMENT

Activity #1 Housing Counseling to individual homebuyers.

Performance standards by which success will be measured include, but are not limited to, the following:

(a) Keeping of accurate time sheet records of housing counseling staff, demonstrating actual time spent on housing counseling activities;
(b) Housing counseling must be carried out by a certified housing counselor (as defined by the National Federation of Housing Counselors, or its

equivalent);
(c) File evidence of housing counseling notes.
(d) Housing counseling shall be provided in accordance with §92.254(a)(3) when using HOME funds.

Activity #2 Homebuyer Education Classes

Performance standards by which success will be measured include, but are not limited to, the following:

(a) Classes must follow, at a minimum, the Fannie Mae recommended homebuyer education course outline.
(b) Classes must include a Fair Housing Law education component.
(c) File evidence of classes, including, but not limited to copies of agendas, sign-in sheets, and class evaluations by participants.

11. SUSTAINABLE HOMEOWNERSHIP UNDERWRITING

The City shall have written underwriting standards that evaluate the homebuyer in accordance with §92.254(f) regarding:

- Housing debt and overall debt
- Monthly expenses of the family
- Assets available to acquire housing
- Financial resources available to sustain housing

12. SPECIFIC HOME REQUIREMENTS

- HOME statute requires initial purchase price/after rehab value not to exceed 95% of area median purchase price in accordance with §92.254(s)(2)(iii).
- City sponsored homebuyer units which remain unsold after six (6) months after construction shall be converted to rental units, for the rental affordability period, or HOME funds must be repaid. A ratified sales contract is sufficient to demonstrate a sale. Units can become lease-purchase only if: the City has an established lease-purchase program, and an Agreement with the homebuyer is executed before the deadline.
- In accordance with §92.254(f) the City shall ensure that loan terms of any loans to which HOME funds are subordinated are reasonable and sustainable.
- If a non-governmental lender is providing both first mortgage financing and HOME assistance (as a subrecipient or contractor), the City shall verify income eligibility and inspect housing for compliance with applicable property standards.
- For HOME funds, lenders cannot charge fees.
- The City shall follow the resale and recapture requirements of §92.254(a)(5) within the Brevard County HOME Consortium Consolidated Plan and annual Action Plans. The resale provisions clearly define “fair return” and “reasonable range of low-income homebuyers.”
- In accordance with §92.251(c) the City shall determine assisted housing is decent, safe, sanitary and in good repair. All assisted housing shall meet the Florida Building Code and shall not contain deficiencies proscribed by HUD based on inspectable items and areas pursuant to 24 CFR 5.702 (UPCS Checklist).

- The City shall inspect housing and document compliance no earlier than 90 days before commitment of HOME funds.
- The City shall rehab housing that fails to meet these property standards or HOME funds cannot be used to acquire it, in accordance with §92.251(c).
- A contract for deed (also known as an installment contract or land sales contract) is *not* an eligible form of homeownership.

13. Complaints and Appeals

Any complaint or appeal shall be submitted by the applicant in written form within 5 business days from notification of funding recommendation for disposition by the Housing Program Manager who shall respond in writing within 5 days of receipt of same, where practicable.

The Housing Program Manager's reply shall indicate the avenue of appeal which shall be to the Deputy Community Services Director. The Deputy Community Services Director will make the final determination unless the determination warrants a legal opinion, in which case, the final determination will be made by the City Attorney.

V. SUBSIDY LAYERING POLICY

I. PURPOSE

The purpose of these local guidelines is to provide guidance in evaluating projects using HOME funds in combination with other governmental assistance to ensure that no more than the necessary amount of HOME Program funds are invested in any one project to provide affordable housing.

II. BACKGROUND

Both Section 212(f) of the Cranston-Gonzalez National Affordable Housing Act, as amended, and 24 CFR Part 91, the consolidated plan final rule, require the City of Cocoa to provide a certification with the consolidated plan. This certification asserts that prior to the commitment of funds to a project, the City will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other governmental assistance than is necessary to provide affordable housing.

III. DEFINITIONS

Governmental Assistance - Governmental assistance includes any loan, grant, (including Community Development Block Grant), guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal, State or local government for use in, or in connection with, a specific housing project.

Maximum Per Unit Subsidy Limits - The amount of HOME funds that the City may invest on a per-unit basis in affordable housing may not exceed the per unit dollar limits established under section 221(d)(3) of the National Housing Act for elevator-type projects, involving nonprofit mortgagors that apply to the area in which the housing is located. These limits are available from the Multifamily Housing Division in the HUD Field Office. If the City's per unit subsidy amount has already been increased to 210% as permitted under section 221(d)(3)(ii) of the National Housing Act, upon request to the Field Office, HUD will allow the City’s per unit subsidy amount to be increased on a program-wide basis to an amount up to 240% of the original per unit limits.

As a general rule, the City will consider all the factors relevant to feasibility of a project, which may include, but are not limited to, past rates of returns (in that area for that type of project) to owners, sponsors, investors; the long-term needs of the project and its tenants; and the usual and customary fees in the development of the project. In addition, the City will also consider the population that is being served when conducting the layering review. For instance, if the targeted population is 60 percent of median income for the area, that results in one level of assistance; if the targeted population is very low-income, e.g., below 30 percent of area median income, that will result in an increased level of HOME or other assistance. If low-income housing tax credits or any HUD funding source is used, the City will rely upon the allocating agency's evaluation to ensure that HUD subsidies are not greater than necessary to provide affordable housing.

Project Evaluation:

1. Source/Uses of Funds

The applicant should provide supporting documentation for all other costs as specified in the Sources/Uses of Funds statement. If the documentation is not adequate and does not support the costs as stated, the City will request additional documentation, a second opinion and/or reference from the appropriate source (i.e. another construction cost estimator, another architect or lawyer), or deny the project HOME funding. It should be noted that for projects with tax credits to be sold, the proceeds from the sale of these credits must be identified as a source of funding.

The Sources/Uses of Funds statement should reflect the project development budget and should list all proposed sources (both private and public) of funds and the dollar amount(s) for each respective source; and all uses of funds (including acquisition costs, rehabilitation/or construction costs, financing costs and professional fees) associated with the project.

The Sources/Uses of Funds should include the commitment letters with all terms and conditions for all mortgages, grants, subordination agreements, bridge (interim) loans and investment tax credits (historical, low-income, if applicable); and if the applicant is a partnership, a copy of the partnership agreement, which will indicate the cash contributions by the general partner(s) and/or limited partner(s).

The City shall request the following: (1) earnest money agreement, option or closing statement for land and/or building(s); (2) construction cost estimate; (3) construction contract or preliminary bid(s); (4) agreements governing the various reserves which are capitalized at closing (to verify that the reserves cannot be withdrawn later as fees or distributions); (5) appraisal (to substantiate the value of the land and the value of the property after rehabilitation or the structure being built); and (6) if low-income housing tax credits are utilized, documentation on the syndication costs (legal, accounting, tax opinion, etc.) from the organization/individual who will syndicate and sell the offering to ensure that the project can support the fees necessary to syndicate/fund the project. All assumptions in the offering should be verified in the supporting documentation.

2. Certification of Federal Assistance

A formal certification from the applicant(s) will be reviewed concerning the governmental assistance provided or to be provided to a project. If no such governmental assistance is to be provided at the time of the application or in the future, the applicant(s) should certify to that fact. The applicant(s) should also certify that should other governmental assistance be sought in the future, the City will be notified promptly. These assurances may take the form of a certification.

3. Project Development Budget

Ensure that the costs being funded by the HOME Program are eligible and HOME funds per unit do not exceed the maximum per-unit subsidy limits. Focus will be on the project's quality, and construction costs, architectural and engineering fees and consulting fees. The determination of "reasonableness" of the costs will be based

on all of the following factors: (1) costs of comparable projects in the same geographical area; (2) the qualifications of the costs estimators for the various budget line items and (3) comparable costs published by recognized industry cost index services.

4. Rate of Return on Equity Investment

Scrutinize the proforma to ensure the cash flow projections are reasonable in light of the present economic conditions since the rate of return on the investment is partially predicated on the cash flow. All proformas should include, but are not limited to project income and expense statement, which should include achievable rent levels, market vacancies and operating expenses and also specify the consequences of tax benefits, if any, and any other assumptions used in calculating the project cash flow to determine the reasonableness of the rate of return on the equity investment. The proforma should represent, at a minimum, the term of the HOME affordability requirements, but longer if applicable (e.g., 15 years for low-income housing tax credit projects).

The project cash flow shall be defined as: the spendable cash generated annually (at the end of the yearly period) after all operating expenses and debt service payments have been deducted from the gross revenues of the property. The determination of a reasonable rate of return on the equity investment will be based on an evaluation of the individual project as it compares to market standards for similar investments. Using data contained in the project application, the City may evaluate several factors (e.g., cash on cash return, the internal rate of return, net equity) in determining a "reasonable" rate of return for the project. (See Table “2” for cash on cash illustration)

The City will not allow an excessive gain/profit to be derived from the project, in part due to the financing (low-income housing tax credits, low interest loans, grants, tax abatements, etc.), therefore, will establish specific standards for reasonable rates of return on the invested equity based on the project.

Overall Evaluation

If the City determines that the total amount of HOME assistance and other governmental assistance exceeds the amount necessary to make the project feasible due to the unreasonableness of the costs and/or the projected rate of return, the City will consider several options:

1) Reduce the amount of HOME assistance through reducing the development budget accordingly or increasing the non-public funding of the project;

2) Make other adjustments to the project, such as lower the rents to be charged, reduce the term of the loan in order to lower the rate of return; or

3) Deny HOME assistance if the applicant refuses to make reasonable adjustments or to limit its return/costs.

VI. MONITORING POLICY AND PROCEDURES

USING SUBRECIPIENTS, NON-PROFITS, FOR-PROFITS, AND COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS (CHDOS) TO CARRY OUT ACTIVITIES

I. Definitions and References

A. Section 420.907-9079, F.S. and Rule Chapter 67-37.019 (10), Florida Administrative Code. (State Housing Initiative Partnership Program)

B. Titles I and II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625, HOME Investment Partnerships Program.

C. 24 CFR Part 92, Final Rule, HOME Investment Partnerships Program.

D. 24 CFR Part 570, regulations, Community Development Block Grant Program.

E. Office of Management and Budget (OMB) issued Super Circular, December 26, 2013, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” The Super Circular supersedes and streamlines requirements from OMB Circulars A–21, A–87, A–110, and A–122 (which have been placed in OMB guidances); Circulars A–89, A–102, and A–133; and the guidance in Circular A–50 on Single Audit Act follow-up.

F. Subrecipient – CDBG: A public or private non-profit agency or organization receiving CDBG from a grantee or another subrecipient to undertake eligible activities.

G. Subrecipient – SHIP: The SHIP rule defines a subrecipient as any person or non-state entity. This would include any non-profit, consultant or other entity actively performing any administrative function of the program including application intake, income verification, contract oversight, counseling, etc.

H. Subrecipient – HOME: means a public agency or nonprofit organization selected by the City to administer all or a portion of the City’s HOME program. A public agency or nonprofit organization that receives HOME funds solely as a developer or owner of housing is not a subrecipient. The City’s selection of a subrecipient is not subject to the procurement procedures and requirements.

I. CHDO – Community Development Housing Organization – a qualified non-profit housing organization that is eligible for set-aside funds through the Home Investment Partnership Program (HOME).

J. Non-Profits – A 501(c) (3) certified organization eligible to receive grant funds.

K. For-Profits – A legally registered business eligible to receive grant funds.

L. High-Risk Subrecipient/CHDO: Subrecipients, Non-Profits, For-Profits, and CHDO's that fit one or more of the following criteria:

- New to the particular funding program,
- Experiencing turnover in key staff positions,
- Plagued by past compliance or performance problems,
- Inability to expend funds in a timely manner,
- Undertaking multiple formula program-funded activities for the first time, and
- Not submitting timely reports.

J. Desk Review: Examination of information and materials provided to grantee by funded subrecipients, as a means to track performance and identify potential problem areas.

K. On-Site Review: A physical visit to a site or sites wherein the subrecipient administers and/or carryout programs for which it have been funded by the grantee.

II. Directives - Program Administration

The City of Cocoa's Community Services Department's Housing & Neighborhood Services Program shall be responsible for managing the day-to-day operations of the City's federal and state funded grant programs and for ensuring that the funds are used in keeping with the individual program requirements.

III. Selecting Subrecipients, CHDO's, Non-Profits, and For-Profits

Subrecipients, Non-profits, For-profits, and CHDO's are selected through a Request for Proposal Process (RFP) which is conducted annually, or on a project specific basis. Factors that are considered in selecting an entity to administer a grant funded activity include:

- The nature of the activity;
- The proposed plan for carrying out the activity or activities;
- The organizations capacity to fulfill the contractual obligations;
- The possibility of any conflicts of interest;
- Past performance;
- The organizations ability to meet all required state and federal regulations, laws and/or statutes;

- The organizations ability to meet the required U. S. Department of Housing and Urban Development (HUD) national objective, and;
- The organizations ability to produce beneficial measurable outcomes

IV. Subrecipient/CHDO/Non-Profit/For-Profit Agreements

Before disbursing funds to any organization that is awarded funding, a written agreement must be executed. Written agreements are a vital tool in:

- Meeting all applicable state and federal requirements;
- Providing a tool for managing CDBG activities;
- To serve as a training tool; and
- Applicable to all administered grant programs.

The Final HOME Rule must be adhered to prior to execution of a written agreement, including but not limited to; CHDO capacity determination, market analysis, and subsidy layering.

The CDBG/HOME/SHIP regulations stipulate that certain requirements be included in all written agreements with subrecipients, non-profits, for-profits, and CHDO's: At a minimum, all agreements must include the following provisions:

1. A Statement of Work – A description of the work to be provided, including a schedule and budget. Specifically:
   - The purpose and nature of work to be provided, including location and days/hours of services provided.
   - The specific task to be performed.
   - The specific quantifiable level of service that will be provided for each activity (the number of people served and the number of units of service).

2. Records and reports – The specific records which must be maintained and the reporting requirements;

3. Program income – Whether program income received is to be returned to the City or retained by the entity;

4. Uniform administrative requirements - Compliance with all applicable uniform administrative requirements;

5. Other program requirements – Compliance with all applicable "other federal requirements (e.g. Davis Bacon, Lead Based Paint, etc.);

6. Suspension and termination – Conditions by which suspension or termination can occur; and

7. Reversion of assets – Upon expiration of the agreement, any CDBG funds on hand as well as any accounts receivable attributable to CDBG funds must be

transferred to the grantee. The agreement must also include the requirements covering the use of real property acquired with CDBG funds.

Once the written agreement has been negotiated and signed by an authorized agent of the agency and an authorized City official, staff must complete the required purchase requisition for the issuance of a purchase order prior to any work commencing.

V. MONITORING PROCEDURES

Objective

The primary intent of these procedures are to ensure production and accountability, compliance with applicable program requirements, federal and state regulations, and to develop standards for evaluating organizational and project performance.

These procedures are designed to create conformity and consistently in the monitoring of subrecipients receiving funding from the City of Cocoa and at a minimum will:

- Standardize procedures for reporting by funding subrecipients;
- Standardize procedures for review and monitoring;
- Set standards for how risk will be identified and addressed;
- Standardize procedures for determining the frequency of meetings, monitoring reviews and inspections;
- Set standards for pre-monitoring preparation and utilizing staff and other resources for monitoring; and
- Identify tools to be used for ease in carrying out the process.

Monitoring

Monitoring can be conducted in two ways. The first is to conduct a “desk review”. Desk reviews will be conducted at least quarterly for each subrecipient awarded funding. Staff performing desk reviews will examine progress reports, compliance records, measurable outcome achievements and financial information, to adequately assess performance and look for indicators of performance or compliance problems. Staff provides each agency with financial reimbursement and progress reporting forms. If questions or concerns arise from the review, staff will gather additional information through telephone calls or additional documents or other written materials.

The second, more intensive way the Agency will be monitored is through an on-site monitoring review. An on-site monitoring review will be conducted at a minimum of annually for all subrecipients awarded funding. The following are steps that will be taken when preparing for and conducting an on-site monitoring review:

Step 1: Preparing for the Monitoring Visit: Before the monitoring visit, staff will familiarize themselves with applicable program rules and establish a monitoring protocol. In addition the following will be reviewed prior to the visit.

- Application for funding
- Written Agreement
- Progress Reports
- Drawn-down/Reimbursement requests
- Integrated Disbursement and Information System (IDIS) reports.
- Correspondence between the Agency and the City
- Previous monitoring reviews
- Copies of financial audits

Step 2: Conducting the Monitoring Visit: The four (4) basic elements to conducting the monitoring visit are notification, entrance conference or meeting, data collection and analysis, and exit conference or meeting. These steps are defined as follows:

a. Notification: The monitoring process will always begin with staff calling the recipients to explain the purpose of the visit and to agree upon dates for the visit. A formal notification letter will follow at least two weeks before the planned visit and will include:
   - Confirmation of the dates for the review
   - Scope of the monitoring
   - Information needed for review during the visit
   - Staff needed for interviews or other assistance during the review

b. Entrance Conference: The entrance conference will be held at the beginning of the monitoring visit, usually with the executive director or other top officials of the organization, to make sure the subrecipient's have a clear understanding of the purpose, scope and schedule for the monitoring.

c. Documentation, data gathering and analysis: A clear record of all information reviewed and received during conversations with the agency should be kept. This information will be obtained utilizing the monitoring checklist. The information gathered will serve as the basis for conclusions to be included in the monitoring report and follow-up letter. The subrecipient may request identification of sources if any conclusions are disputed.

d. Exit Conference: At the end of the monitoring visit, the staff conducting the review will meet again with key agency representatives to:
   - Present preliminary results of the monitoring.
   - Provide an opportunity for the subrecipient to correct any misconceptions or misunderstandings.
   - Secure additional information to clarify or support their position.
   - If applicable, provide an opportunity for the subrecipient to report on steps the organization may already be taking to address areas of noncompliance or non-performance.

Step 3: Follow-up: At the end of the process, staff will provide the subrecipient with formal written notification of the results of the monitoring review. This letter will both recognize successes and identify and concerns or findings. In addition, the letter will set deadlines for a written response and corrective actions on any concerns or findings.

C. FINANCIAL PERFORMANCE MONITORING

During site visits staff will monitor the subrecipient's financial management system to ensure:

- Funds are being efficiently and accurately controlled.
- Subrecipients are maintaining an accounting system in which transactions are handled, records are kept, and records are generated in a manner that contents of the financial reports are traceable to the original supporting documentation of all financial transactions.

Staff will ensure that the following elements are present in all financial management systems of subrecipients awarded funding.

1. Accurate, current and complete disclosure of the financial results of each federally sponsored program, including scores and application of funds.
2. Effective control over and accountability for all funds, property, and other assets.
3. Comparison of outlays with budgeted amounts for each award.
4. Sound internal controls over purchases, cash disbursements, and cash receipts, including segregation of duties and proper authorization and approvals of transactions.
5. Periodic internal and external audits or evaluations (annual audits for all sub-recipients receiving $700,000 or more in federal or state funds.
6. Record retention policies.
7. Documentation of accounting policies, particularly those pertaining to cost charging, timesheet preparation, and procurement.
8. An accounting system that meets the following requirements;
    - Segregation of unallowable costs from allowable costs.
    - Segregation of direct from indirect costs.
    - Proper assignment and allocation of costs to functional classifications.
    - Matching of income applicable credits with associated expenditures.
    - Timely reconciliation of accounts and sub-ledgers.
    - Time-charging systems that allocate labor costs among program activities and comply with OMB issued Super Circular.
    - Consistency with accounting treatment over time and from one function or award to another.
    - Timely and accurate financial reporting
    - Maintenance of proper supporting documentation for all transactions, estimates, and calculation.

D. CORRECTIVE ACTIONS:

When identifying performance problems deeming corrective actions staff will utilize the following to determine the appropriate monitoring finding response. The approach to utilize will depend on the seriousness of the problem identified:

Stage 1: Low-level Intervention: At this stage, staff will do one or more of the following:

- Clearly identify problem areas and required corrective actions.
- Plan a strategy with the subrecipient that includes any training or technical assistance that may help to address identified problems.
- Require more frequent or more thorough reporting by the recipient.
- Conduct more frequent monitoring reviews.

Stage 2: Moderate-level Intervention: If low-level intervention steps do not remedy the identified problems, staff will take increasingly tougher steps, such as:

- Restrict payment request.
- Disallow certain expenses or require repayment of funding provided for certain expenses.
- Impose probationary status.

Stage 3: High-level Intervention: At this point, the City must take the most serious actions to put an end to noncompliance problems. Steps may include but are not limited to:

- Temporary suspension of the organization from participation.
- No consideration of the activity or organization for the next program year.
- Terminate the agreement.
- Require repayment of funds.
- Initiate legal action.

E. TECHNICAL ASSISTANCE & TRAINING

Technical assistance and training will be provided as a means to assistance subrecipients with avoiding problems and improving performance. Technical assistance and training will be provided throughout all phases of the process to assure the greatest success of subrecipients awarded funding.

F. PROJECT MONITORING

Under all Agreements, monitoring begins when activities are selected for funding or at the beginning of project development and continues through project completion.

Once construction has started a minimum of weekly site visits will be conducted accompanied by progress notes that identify and flag any pending or anticipated problems. In addition, a site visit will be conducted before processing all draw requests to ensure satisfactory completion of work.

Site visits and desk reviews will be conducted to ensure that;

- The project is meeting standards established in the written agreement
- The cost are on target;
- The number of proposed units are being produced, and;
- The quality and quantity of work is acceptable.

Contractors selected to carry out public facilities and improvement projects will submit a project schedule, projecting all major milestones.

On completed projects, a schedule will be developed to identify all required annual reviews and re-certifications.

G. RENTAL HOUSING MONITORING

For HOME assisted rental housing, all applicable HOME Rule regulations shall be followed. The financial health and physical condition of the property will be examined on an annual basis for projects with ten (10) or more units. The following reports will be examined:

- Operating budget
- Balance Sheet
- Income statement

A Certification from the property owner will be required stating that HOME-assisted housing units are suitable for occupancy and meet local property standards.

On-site inspections will be done within 12 months after project completion and then once every three (3) years during the period of affordability. During inspections the following information will be required:

- Compliance with applicable property standards requirements.
- Verification of information regarding rent and occupancy.
- Verification of information regarding leases, tenant income, rents, and utility allowances.
- Compliance with provisions of written agreements.
- Review of financial health, management capacity, and long term viability of the project.

VI. RESERVATION OF AUTHORITY

The authority to issue and/or revise Policies is reserved by the Cocoa City Council.

State Housing Initiative Partnership (SHIP) Program
Fiscal Year 2014-2015 Funding Certification

Name of Local Government City of Cocoa

Projected Allocation* $80,301

See estimated allocation chart attached to this document. Funds are subject to approval of the Governor and transfer of funds to Florida Housing Finance Corporation.

Strategies	Does this strategy serve: HO or Rental?	Is this an approved strategy in current LHAP? (Y/N)	Will this strategy be eligible for Special Needs Applicants? (Y/N)	Total $ Amount to be Expended
Demolition/Reconstruction	HO	Y	Y	$72,271
				$
				$
				$
				$
Total must equal total allocation for 2014-2015 minus administrative costs				$72,271
For strategies targeting the Special Needs requirement, describe any additional information that will be utilized to ensure this goal is met:				

Legislative Proviso Language

From the funds in Specific Appropriation 2247, each local government must use a minimum of 20 percent of its allocation to serve persons with special needs as defined in section 420.0004, Florida Statutes. Before this portion of the allocation is released by the Florida Housing Finance Corporation (FHFC), a local government must certify that it will meet this requirement through existing approved strategies in the local assistance plan or submit a new local housing assistance plan strategy for this purpose to the FHFC for approval to ensure that it meets these specifications. The first priority of these special needs funds must be to serve persons with developmental disabilities as defined in section 393.063, Florida Statutes, with an emphasis on home modifications, including technological enhancements and devices, which will allow homeowners to remain independent in their own homes and maintain their homeownership.

_____

420.0004 (13), F.S. "Person with special needs" means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

393.063 (9), F.S. "Developmental disability" means a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.

Certifications for SHIP Fiscal Year 2014-2015 Funding:

City of Cocoa **agrees that:**
Local Government Name

1. The city/county has read and understands the legislative language above.
2. The city/county understands that we are required to meet the goals as described in the language for the allocation of SHIP funds for fiscal year 2014-2015 in addition to meeting all other SHIP program requirements in section 420.9071-9079, Florida Statutes, and chapter 67-37, Florida Administrative Code.
3. The city/county will use at least 20% of the allocation of SHIP funds for fiscal year 2014-2015 for special needs households as defined in section 420.0004 (13), Florida Statutes, and included below through approved strategies or by incorporating new strategies, prioritizing funding for persons with developmental disabilities as defined in section 393.063 (9), Florida Statutes, and included below with an emphasis on home modifications, including technological enhancements and devices.
4. The city/county agrees to tracking each household for special needs and will report such data as part of the annual report or as required by FHFC.

Authorized Signature:

Henry U. Parrish, III, Mayor _____
Name Signature

Date: _____

Please return this completed form as a PDF document to robert.dearduff@floridahousing.org

State Housing Initiative Partnership (SHIP) Program
Fiscal Year 2015-2016 Funding Certification

Name of Local Government City of Cocoa

Projected Allocation* $85,193

See allocation chart attached to this document.

Strategies	Will this strategy serve HO or Rental?	Is this an approved strategy in current LHAP? (Y/N)	Will this strategy be eligible for Special Needs Applicants? (Y/N)	Total $ Amount to be Expended
Demolition/Reconstruction	HO	Y	Y	$76,673.70
				$
				$
				$
				$
Total must equal total allocation for 2015-2016 minus administrative costs				$76,673.70
For strategies targeting the Special Needs requirement, describe any additional information that will be utilized to ensure this goal is met:				

Legislative Proviso Language

From the funds in Specific Appropriation 2241, each local government must use a minimum of 20 percent of its allocation to serve persons with special needs as defined in section 420.0004, Florida Statutes. Before this portion of the allocation is released by the Florida Housing Finance Corporation (FHFC), a local government must certify that it will meet this requirement through existing approved strategies in the local assistance plan or submit a new local housing assistance plan strategy for this purpose to the FHFC for approval to ensure that it meets these specifications. The first priority of these special needs funds must be to serve persons with developmental disabilities as defined in section 393.063, Florida Statutes, with an emphasis on home modifications, including technological enhancements and devices, which will allow homeowners to remain independent in their own homes and maintain their homeownership.

From the funds in Specific Appropriation 2241, local governments may create regional partnerships across jurisdictional boundaries through the pooling of appropriated funds to address homeless housing needs identified in local housing assistance plans.

Statutory Revision (new subsection added to 420.9072)

420.9072 (10) Notwithstanding ss. 420.9071(26) and 420.9075(5) and subsection (7), for the 2015-2016 fiscal year:
(a) The term "rent subsidies" means ongoing monthly rental assistance.
(b) Up to 25 percent of the funds made available in each county and each eligible municipality from the local housing distribution may be used for rental assistance and rent subsidies as provided in paragraph (c).
(c) A county or an eligible municipality may expend its portion of the local housing distribution to provide the following types of rental assistance and rent subsidies:

1. Security and utility deposit assistance.
2. Eviction prevention subsidies not to exceed 6 months' rent.
3. Rent subsidies for very-low-income households with at least one adult who is a person with special needs as defined in s. 420.0004 or a person who is homeless as defined in s. 420.621 when the person initially qualified for a rent subsidy. The period of rental subsidy may not exceed 12 months for any eligible household or person.
(d) This subsection expires July 1, 2016.

References

420.0004 (13), F.S. "Person with special needs" means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

393.063 (9), F.S. "Developmental disability" means a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.

Certifications for SHIP Fiscal Year 2015-2016 Funding:

_City of Cocoa_____agrees that:

Local Government Name

1. The city/county has read and understands the proviso and statutory language above.
2. The city/county understands that we are required to meet the goals as described in the language for the allocation of SHIP funds for fiscal year 2015-2016 in addition to meeting all other SHIP program requirements in section 420.9071-9079, Florida Statutes, and chapter 67-37, Florida Administrative Code.
3. The city/county will use at least 20% of the allocation of SHIP funds for fiscal year 201-2016 for special needs households as defined in section 420.0004 (13), Florida Statutes, and included below through approved strategies or by incorporating new strategies, prioritizing funding for persons with developmental disabilities as defined in section 393.063 (9), Florida Statutes, and included below with an emphasis on home modifications, including technological enhancements and devices.
4. The city/county agrees to tracking each household for special needs and will report such data as part of the annual report or as required by FHFC.
5. The city/county understands that use of SHIP funds for the activities described in the proviso and statutory language in this certification must be completed through a strategy approved by FHFC.

Authorized Signature:

__Henry U. Parrish III, Mayor_____ _____

Name Signature

Date: _____

Please return this completed form as a PDF document to robert.dearduff@floridahousing.org

State Housing Initiative Partnership (SHIP) Program
Fiscal Year 2016-2017 Funding Certification

Name of Local Government City of Cocoa

Projected Allocation* $115,796.00

See estimated allocation chart attached to this document. Funds are subject to transfer of funds to Florida Housing Finance Corporation.

Strategies	Strategy Code	Will this strategy serve HO or Rental?	Is this an approved strategy in current LHAP? (Y/N)	Will this strategy be eligible for Special Needs Applicants?* (Y/N)	Total $ Amount to be Expended
					$
Demolition/Re-construction	4	HO	Y	Y	$104,216.40
					$
					$
					$
Total-must equal allocation for 2016-2017 less administrative costs					$104,216.40

*For strategies targeting the Special Needs requirement, describe any additional information that will be utilized to ensure this goal is met:

As per the City of Cocoa's FY2016-2019 SHIP LHAP: "Eligible applicants will be selected on a first-qualified, first-served basis, within income groups. First time applicants will be given priority over previously assisted persons. Exceptions may be made for eligible property owners in cases where living conditions threaten the personal health and safety of the household. However, persons with special needs as defined in Florida Statutes 420.9075 (1)(a) will be given priority."

The City of Cocoa will meet the goal of targeting special needs as required by giving priority as per the Special Needs requirement.

Special Needs Requirement

Each local government must use a minimum of 20 percent of its local housing distribution to serve persons with special needs as defined in s. 420.0004. A local government must certify that it will meet this requirement through existing approved strategies in the local housing assistance plan or submit a new local housing assistance plan strategy for this purpose to the corporation for approval to ensure that the plan meets this requirement. The first priority of these special needs funds must be to serve persons with developmental disabilities as defined in s. 393.063, with an emphasis on home modifications, including technological enhancements and devices, which will allow homeowners to remain independent in their own homes and maintain their homeownership.

Statutory Revision (new subsection added to 420.9072)

(b) A county or an eligible municipality may not expend its portion of the local housing distribution to provide ongoing rent subsidies, except for:
1. Security and utility deposit assistance.
2. Eviction prevention not to exceed 6 months' rent.
3. A rent subsidy program for very-low-income households with at least one adult who is a person with special needs as defined in s. 420.0004 or homeless as defined in s. 420.621. The period of rental assistance may not exceed 12 months for any eligible household.

References

420.0004 (13), F.S. "Person with special needs" means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

393.063 (9), F.S. "Developmental disability" means a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.

Certifications for SHIP Fiscal Year 2016-2017 Funding:

The City of Cocoa agrees that:

1. The city has read and understands the legislative requirements for SHIP for 2016-2017. These include: Special Needs set-aside (20%) requirement, the ability to provide limited rent subsidies, the ability to use up to 25% of allocation for rental, revised AHAC membership.
2. The city understands that we are required to meet the goals as described in the language for the allocation of SHIP funds for fiscal year 2016-2017 in addition to meeting all other SHIP program requirements in section 420.9071-9079, Florida Statutes, and chapter 67-37, Florida Administrative Code.
3. The city will use at least 20% of the allocation of SHIP funds for fiscal year 2016-2017 for special needs households as defined in section 420.0004 (13), Florida Statutes, through approved strategies or by incorporating new strategies, prioritizing funding for persons with developmental disabilities as defined in section 393.063 (9), Florida Statutes, with an emphasis on home modifications, including technological enhancements and devices.
4. The city agrees to tracking each household for special needs and will report such data as part of the annual report or as required by FHFC.
5. The city understands that use of SHIP funds for the activities described in the proviso and statutory language in this certification must be completed through a strategy approved by FHFC.

Authorized Signature:

Henry U. Parrish, III _____ _____

Signature

Mayor _____ _____

Date

Please return this completed form as a PDF document to robert.dearduff@floridahousing.org

RESOLUTION NO. 2016-129

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA APPROVING A SUBSTANTIAL AMENDMENT THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM (SHIP) ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES;AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF A SUBSTANTIAL AMENDMENT TO THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing

distribution of up to $350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS, the Community Development Department's Housing and Neighborhood Services Division has prepared an Amendment to the three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the City of Cocoa City Council finds that it is in the best interest of the public for the City of Cocoa to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

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

Section 1: **Plan Amendment Approval**: The City of Cocoa City Council hereby approves a substantial amendment to the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420.9079, Florida Statutes, for state fiscal years 2013-2014; 2014-2015; and 2015-2016.

Section 2: **Administrative Expense**: Up to ten (10%) percent of the SHIP annual allocation and up to ten (10%) percent of program income may be used for administrative expenses pursuant to section 420.907 et seq., Florida Statute.

Section 3: **City Manager Designation**: The City Manager, is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 4: **Recitals**: The foregoing recitals are affirmed and incorporated as part of this resolution.

Section 5: **Repeal of Prior Inconsistent Resolutions**: All prior inconsistent resolutions adopted by the City Council are herby repealed.

Section 6: **Severability**: If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, 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 resolution.

Section 4: **Effective Date**: This resolution shall take effect immediately upon its adoption by the City Council of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of December, 2016.

Henry U. Parrish, III
City of Cocoa Mayor

(SEAL)

ATTEST:

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	16-551	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	11/29/2016		**In control:**	City Council	
On agenda:	12/13/2016		**Final action:**		
Title:	Authorize the City Manager to execute the FDOT Construction Agreement and any other FDOT-required documents necessary for permits related to construction of Aesthetic Improvements in FDOT Right of Way along Willard St. and King St. from US #1 to the Indian River Bridges. These improvements include Paver Sidewalks, Textured Pavement surface, Pedestrian-level Lighting, Landscape and associated irrigation and electrical systems. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Const Agreement App 20216 jm.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 29, 2016
Agenda Date: December 13, 2016
Prepared By: Rhonda Dingman
Through: Everett J. Wegerif, Public Works Director
Requested Action:
Authorize the City Manager to execute the FDOT Construction Agreement and any other FDOT-required documents necessary for permits related to construction of Aesthetic Improvements in FDOT Right of Way along Willard St. and King St. from US #1 to the Indian River Bridges. These improvements include Paver Sidewalks, Textured Pavement surface, Pedestrian-level Lighting, Landscape and associated irrigation and electrical systems.

BACKGROUND:

In 2012 the segment of SR 520 from US1 to and the Indian River ranked #1 on the Space Coast Transportation Planning Organization's (SCTPO) annual State of the System Report (SOS). City staff in cooperation with SCTPO, identified funding for a FDOT Corridor Management Plan that was scheduled to start in the Fall of 2014. City staff along with the business and residential community felt the SOS report was of high importance and the Cocoa CRA funded a Corridor Management Plan in FY2014 to expedite the process. The Plan was completed in March of 2014 with numerous safety and pedestrian enhancement recommendations.

The Corridor Management Plan was provided to the FDOT contractor who was hired to complete the Corridor Study. The Florida Department of Transportation (FDOT) has completed a Corridor Study along Willard St. and King St. in downtown Cocoa. The SR 520 corridor is one of the heaviest-

travelled roadways in Brevard County and exhibits a high number of accidents. Some of the recommendations in the Corridor Study included the addition of aesthetic amenities on either side of the road to provide a means of traffic “calming”. FDOT has not yet funded the recommended improvements and due to the safety concerns identified the City has budgeted a Capital Improvement Project for Aesthetic Improvements along SR 520 in this area for the purpose of creating a sense of “Place” entering the downtown area. Improvements include Paver Sidewalks, Textured Pavement surface, Pedestrian-level Lighting, Landscape and associated irrigation and electrical systems. The intent is that these improvements will reduce traffic speeds and improve safety for pedestrians and other users of this corridor.

The City’s consultant, QLH, has designed the aesthetic improvements in accordance with FDOT standards and requirements. Execution of the FDOT Construction Agreement will allow for the city to begin the permit process and later, the phased construction of these facilities as budget allows. Staff requests council authorize the City Manager to execute this agreement and any other documents reviewed by the City Attorney as may be required in the future by FDOT to allow permitting and construction bidding to progress. Construction contracts requiring council approval will be submitted for council review as required in the future.

STRATEGIC PLAN CONNECTION:

This project will improve the image of the City as well as improve safety for users of the SR520 Corridor through Cocoa.

BUDGETARY IMPACT:

Budgeted	Yes
Amount Budgeted	$124,225.00
Account Number	001-3510-541.63-00_
Account Name	Infrastructure
Project Number	PW17VS

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Authorize the City Manager to execute the FDOT Construction Agreement and any other FDOT-required documents necessary for permits related to construction of Aesthetic Improvements in FDOT Right of Way along Willard St. and King St. from US #1 to the Indian River Bridges. These improvements include Paver Sidewalks, Textured Pavement surface, Pedestrian-level Lighting, Landscape and associated irrigation and electrical systems

CONSTRUCTION AGREEMENT

Construction Agreement No.: _____

THIS CONSTRUCTION AGREEMENT (this "Agreement") is made and entered into by and between the State of Florida, Department of Transportation, _____ (hereinafter referred to as the "DEPARTMENT") and **City of Cocoa 65 Stone St., Cocoa, FL 32922** (hereinafter referred to as the "Construction Coordinator").

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, pursuant to Section 339.282, Florida Statutes, the DEPARTMENT may contract with a property owner to finance, construct, and improve public transportation facilities; and

WHEREAS, the Construction Coordinator proposes to construct certain improvements to SR **520** Section _____ Subsection _____ from Begin MP _____ to End MP _____ Local Name **King St./Willard St.** located in **Brevard** County (hereinafter referred to as the "Project"); and

WHEREAS, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT'S right of way to construct the Project, which will become the property of the Department upon acceptance of the work.

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT'S right of way to perform all activities necessary for the construction of **See attached exhibit A scope of services/special provisions.**

2. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the DEPARTMENT Plans Preparation Manual ("PPM") Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the DEPARTMENT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.

3. The Construction Coordinator shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.

4. Pursuant to Section 7-13 of the DEPARTMENT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator's performance of the Project. Such amount shall be carried in a minimum amount of not less than _____ and 00/100 Dollars ($ _____) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than _____ and 00/100 Dollars ($ _____) for property damage, or a combined coverage of not less than _____ and 00/100 Dollars ($ _____). Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall provide the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a governmental entity they will be exempt from these requirements.

5. The Construction Coordinator shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the project in accordance with the latest edition of the DEPARTMENT Standard Specifications, section 102. The Construction Coordinator is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the Construction Coordinator that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.

6. The Construction Coordinator shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

7. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

8. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

9. The Construction Coordinator shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.

10. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

11. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.

12. All work and construction shall be completed within **365** days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate this Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days prior written notice of termination to the Construction Coordinator.

13. The Construction Coordinator shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.

14. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

15. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

16. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice.

17. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.

18. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below.

19. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.

20. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

21. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.

22. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

23. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

24. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

25. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

26. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

27. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

29. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.

30. Construction Coordinator:

(1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Coordinator during the term of the contract; and

(2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

31. <u>COMPLIANCE WITH LAWS</u>

The Construction Coordinator shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Construction Coordinator.

(2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Construction Coordinator upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Construction Coordinator shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the Department a copy of the Construction Coordinator's response to each such request.

CONSTRUCTION COORDINATOR CONTACT INFORMATION

Name **Ed Wegerif, P.E.** Title **Public Works Director**
Office No. **(321) 433-8770** Cell _____ Email **ewegerif@cocoafl.org**

Name _____ Title _____
Office No. _____ Cell _____ Email _____

Mail Address **155 N. Wilson Avenue, Cocoa FL 32922**

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CONSTRUCTION COORDINATOR

By: _____ (Signature)

Ed Wegerif, P.E. (Print Name)

Public Works Director (Title)

_____ (Date)

DEPARTMENT OF TRANSPORTATION

By: _____ (Signature)

_____ (Print Name)

_____ (Title)

_____ (Date)

Legal Review:

_____

Legislation Details (With Text)

File #:	16-556	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	12/1/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	Approve the Fourth Amendment to the Agreement Covering Water Service to Duda Lands, Inc. Property between the City of Cocoa and The Viera Company (TVC) fka Duda Lands, Inc. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Water Agreement - Fourth Amend CLEAN V2 (11-21-14; Rev. 9-19-16) Schedule 7.3 - Revised (10-19-2015)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 1, 2016
Agenda Date: December 13, 2016
Prepared By: John A. Walsh, P.E., Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:

To Approve the Fourth Amendment to the Agreement Covering Water Service to Duda Lands, Inc. Property between the City of Cocoa and The Viera Company (TVC) fka Duda Lands, Inc.

BACKGROUND:

On August 23, 1988, Cocoa City Council adopted Resolution 88-25 authorizing the City to enter into an agreement with Duda Lands, Inc., to supply water to an area described therein as the "South Mainland Water Service Area", which included lands owned by Duda Lands, Inc. referenced therein as the “Duda Property”. Resolution 88-25 also established the “South Mainland Connection Charge” applicable to users desiring to connect to the City’s water distribution system located within the South Mainland Water Service Area, which connection charge imposed different rates for users located within the Duda Property and for all others. To implement Resolution 88-25, Cocoa and Duda Lands, Inc. thereafter entered into that certain “Agreement Covering Water Service to Duda Lands, Inc. Property” dated August 26, 1988.

The Initial Agreement was subsequently modified by Amendment #1 to “Agreement to Provide Water Service to Duda Lands, Inc. Property” dated June 13, 1989. The Second Amendment to Water Service Agreement dated May 27, 1994. The Third Amendment to Agreement” dated as of February 1, 2008, further amending the Initial Agreement to address the proposed expansion of the Viera DRI

and modify the South Mainland Water Service Area (SMWSA) to include the entire Viera Property.

The Third Amendment requires that The Viera Company (TVC) specify the number of additional "ERCs" required for the entire Viera property based on the actual development program approved under the Restated Development Order and, based on such adjustment, adjust "Viera's Pro Rata Share" of the cost to construct the "SMWSA Capital Improvements" described in the Third Amendment, adjust "Viera's Contribution Amount" with respect to all SMWSA Capital Improvements commenced subsequent to the effective date of the Third Amendment, and adjust the SMWSA "Connection Charges" for users within the entire Viera property.

The Third Amendment revised the manner in which the number of additional ERCs are allocated to the entire Viera property and adjusted. The total number of additional ERCs, Viera's Pro Rata Share and Viera's Contribution Amount will be adjusted incrementally as the Village Plan for each of the four (4) Villages within the Viera DRI is approved by Brevard County.

Specifically, the Fourth Amendment to the Agreement will modify the existing agreement to take down the approved ERC's as needed. As incremental ERC's for villages are added to the total ERC's allocated to Viera, the approved ERC's to Viera will be raised. With each adjustment of Viera's allocation, there is a proportionate and simultaneous adjustment of the Viera's proportionate share and the Viera contribution amount.

There is no proposed change to the cap of 34,550 ERC's, also known as the Viera's Maximum ERC Allocation. TVC can take down more approved ERC's independent of Village Plan approvals by sending notification.

Finally, the revised agreement grants exclusive right to the approved ERC's for five years. Thereafter, the city may reallocate the unclaimed portion of the approved ERC's to any part of the South Mainland Water Service Area outside Viera with notice to TVC.

Staff has reviewed the agreement and recommends approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On August 23, 1988 Cocoa adopted Resolution 88-25 authorizing the City to enter into an agreement with Duda Lands, Inc., to supply water to an area described therein as the "South Mainland Water Service Area", which area included lands owned by Duda Lands, Inc. referenced therein as the "Duda Property".

The Initial Agreement was subsequently modified by Amendment #1 to Agreement to Provide Water Service to Duda Lands, Inc. Property" dated June 13, 1989.

The Second Amendment to Water Service Agreement dated May 27, 1994.

The Third Amendment to Agreement" dated as of February 1, 2008, further amending the Initial Agreement to address the proposed expansion of the Viera DRI and modify the South Mainland Water Service Area to include the entire Viera Property.

RECOMMENDED MOTION:

To Approve the Fourth Amendment to the Agreement Covering Water Service to Duda Lands, Inc. Property between the City of Cocoa and The Viera Company(TVC) fka Duda Lands, Inc.

powered by Legistar™

FOURTH AMENDMENT TO AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between **THE CITY OF COCOA**, a Florida municipal corporation (hereinafter referred to as "**Cocoa**" or the "**City**") and **THE VIERA COMPANY,** f/k/a Duda Lands, Inc., a Florida corporation (hereinafter referred to as "**TVC**").

W I T N E S S E T H:

WHEREAS, on August 23, 1988 Cocoa adopted Resolution 88-25 authorizing the City to enter into an agreement with Duda Lands, Inc., to supply water to an area described therein as the "South Mainland Water Service Area", which area included lands owned by Duda Lands, Inc. referenced therein as the "Duda Property"; and

WHEREAS, Resolution 88-25 also established the "South Mainland Connection Charge" applicable to users desiring to connect to the City's water distribution system located within the South Mainland Water Service Area, which connection charge imposed different rates for users located within the Duda Property and for all others (hereinafter referred to as the "**Connection Charges**"); and

WHEREAS, to implement Resolution 88-25, Cocoa and Duda Lands, Inc. thereafter entered into that certain "Agreement Covering Water Service to Duda Lands, Inc. Property" dated August 26, 1988 (the "**Initial Agreement**"); and

WHEREAS, the Initial Agreement was subsequently modified by that certain "Amendment #1 to Agreement to Provide Water Service to Duda Lands, Inc. Property" dated June 13, 1989 (hereinafter referred to as the "**First Amendment**"), by that certain "Second Amendment to Agreement" dated May 27, 1994 (hereinafter referred to as the "**Second Amendment**"), and by the "Third Amendment" (as defined below); and the Initial Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment, is hereinafter referred to as the "**Agreement**"; and

WHEREAS, TVC is the community developer of that certain multi-use development of regional impact located in Brevard County, Florida, known as the Viera Development of Regional Impact; as more particularly described in Resolution 95-106 adopted by the Brevard County Board of County Commissioners on April 5, 1995 (hereinafter referred to as the "**Viera DRI**"), which Viera DRI was formerly comprised of 9,079 acres of land (hereinafter referred to as the "**Former Viera Property**"); and

WHEREAS, TVC filed an Application for Development Approval for Substantial Deviation No. 2 to the Viera DRI on April 7, 2006 and, in connection therewith, filed an Application to Amend the Brevard County Comprehensive Plan on September 7, 2006 (which applications, together with all subsequent modifications and supplements, are collectively referred to in the Third Amendment as "**Viera's Substantial Deviation No. 2 Applications**; and

WHEREAS, Cocoa and TVC, in anticipation of Viera's Substantial Deviation No.2 Applications being approved by Brevard County, entered into that certain "Third Amendment to Agreement" dated as of February 1, 2008, further amending the Initial Agreement to address the proposed expansion of the Viera DRI and modify the South Mainland Water Service Area to include the "Entire Viera Property" (as defined below) (herein referred to as the "**Third Amendment**"); and

WHEREAS, Viera's Substantial Deviation No. 2 Applications were each approved by Brevard County on December 15, 2009 and the Development Order for the Viera DRI was amended and restated in accordance therewith by Resolution 09-272, adopted by Brevard County on December 15, 2009, which restated and amended Development Order was subsequently modified pursuant to Resolution 10-105 adopted by Brevard County on May 27, 2010, by Resolution 14-120 adopted by Brevard County on July 22, 2014, by Resolution 15-110 adopted by Brevard County on July 21, 2015 and by Resolution 16-126 adopted by Brevard County on August 23, 2016 (hereinafter collectively referred to as the "**Restated Development Order**"); and

WHEREAS, the Restated Development Order increased the total number of residential units authorized under the Viera DRI's development program from 18,945 to 29,945, and added ±11,567 acres to the land area within the boundary of the Viera DRI (hereafter referred to as the "**Additional Viera Property**") expanding the Former Viera Property from 9,079 acres to ±20,646 acres (referred to in the Third Amendment and herein as the "**Entire Viera Property**"); and

WHEREAS, under the Restated Development Order the Entire Viera Property is divided into various land use districts as follows: (i) previously developed areas within the Former Viera Property constitute the "Community District", "Commerce District" and "Town Center District"; (ii) developable areas within the Additional Viera Property include the "Interchange District" and the "Village District"; and (iii) areas in the Additional Viera Property limited to agricultural use consisting of the "Rural Area" and the "Conservation Area", which agricultural areas contain ±5,258 acres and are reserved for future use as the "Viera Wilderness Park"; and

WHEREAS, the Viera DRI Master Development Plan approved under the Restated Development Order contemplates that the Village District will be developed as four (4) distinct "Villages" shown and delineated as "Village 1", "Village 2", "Village 3" and "Village 4"on "Map H" attached to the Restated Development Order as Exhibit 3, and that development within each Village shall only occur in accordance with a "Village Sketch Plan" (hereinafter referred to as a "**Village Plan**"), reviewed and approved by Brevard County.

WHEREAS, the Third Amendment requires that TVC specify the number of additional "ERCs" required for the Entire Viera Property based on the actual development program approved under the Restated Development Order and, based on such adjustment, adjust "Viera's Pro Rata Share" of the cost to construct the "SMWSA Capital Improvements" described in the Third Amendment, adjust "Viera's Contribution Amount" with respect to all SMWSA Capital Improvements commenced subsequent to the effective date of the Third Amendment, and adjust the South Mainland Water Service Area "Connection Charges" for users within the Entire Viera Property.

WHEREAS, Cocoa and TVC desire to further amend the Agreement to, among other things, revise the manner in which (i) the number of additional ERCs allocated to the Entire Viera Property will be specified and (ii) Viera's Pro Rata Share and Viera's Contribution Amount will be adjusted, so that the total number of additional ERCs, Viera's Pro Rata Share and Viera's Contribution Amount will be adjusted incrementally as the Village Plan for each of the four (4) Villages within the Viera DRI is approved by Brevard County.

NOW, THEREFORE, in consideration of the mutual premises contained herein, Cocoa and TVC agree as follows:

1. Recitals; Defined Terms. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as fully as if set forth herein verbatim. Defined (capitalized) terms set forth herein shall have the same meanings herein as are given to such terms in the Agreement, unless otherwise expressly provided herein.

2. Projected Water Needs for Viera DRI. Paragraph 5 of the Third Amendment is deleted in its entirety and the following paragraph is substituted in lieu thereof:

> "*New Capacity. The City acknowledges that the Additional Viera Property is located within the City's water franchise area as granted by the State of Florida. Based on projections previously provided by TVC, the City shall include the projected water needs for the Entire Viera Property in the water sub-element of the City's Comprehensive Land Use Plan and utilize these projections for long-range water supply planning and permitting. Based upon the foregoing the City shall provide up to an additional 11,416 ERCs for the Entire Viera Property, thus making the maximum number of ERCs available for the Entire Viera Property under the Agreement, as amended by this Third Amendment, equal to 34,550 ERCs. Notwithstanding the foregoing, until such time as Viera's Substantial Deviation No. 2 Applications are approved by Brevard County and such approvals survive the applicable appeal process under Sections 380.07 and 163.3184, Florida Statutes, the number of ERCs available for the Entire Viera Property shall be limited to 23,134 ERCs. Upon such approvals and the successful conclusion of the applicable appeal process, the number of ERCs available for the Entire Viera Property under the Agreement, as modified by this Third Amendment, shall increase to a maximum of 34,550 ERCs, which maximum number is equal to the sum of 23,134 ERCs plus 11,416 ERCs; which 11,416 additional ERCs represent the maximum number of additional ERCs available for the development program proposed under Viera's Substantial Deviation No. 2 Applications (hereinafter referred to as the "**Approved ERCs**"). In no event shall the total number of ERCs available for the Entire Viera Property under the Agreement, as modified by this Third Amendment, exceed 34,550 ERCs calculated as the sum of (i) 23,134 ERCs plus (ii) the Approved ERCs.*

3. Status of Viera's Substantial Deviation No. 2 Applications. TVC represents and warrants to the City that (i) Viera's Substantial Deviation No. 2 Applications have each received all necessary governmental approvals; (ii) that all appeals filed by the Department of Community Affairs with respect to Viera's Substantial Deviation No. 2 Applications have been resolved and dismissed and all subsequent appeal periods have expired without the filing of an appeal by any party; and (iii) the specific number of additional ERCs projected to be required for the Entire

Viera Property based on the Master Development Plan authorized for the Viera DRI under the Restated Development Order approved by Brevard County do not exceed the 11,416 Approved ERCs and the total number of ERC's projected for the Entire Viera Property do not exceed 34,550 (hereinafter referred to as "**Viera's Maximum ERC Allocation**").

4. Incremental Adjustment of Viera's Pro Rata Share and Viera's Contribution Amount. Notwithstanding Viera's Maximum ERC Allocation of 34,550 ERCs for the Entire Viera Property, the parties acknowledge and agree that the actual water demand for the Entire Viera Property at build-out of the Viera DRI may, in fact, be less than Viera's Maximum ERC Allocation. Therefore, notwithstanding any contrary provision of the Agreement as modified by the Third Amendment, in lieu of adjusting Viera's Pro Rata Share and Viera's Contribution Amount at this time as a single adjustment based on Viera's Maximum ERC Allocation, such adjustments shall occur incrementally in conjunction with Brevard County's approval of the Village Plan for each of the four (4) Villages as hereafter expressly provided. Therefore, Viera's Pro Rata Share and Viera's Contribution Amount shall be adjusted incrementally as follows:

a) Adjustment of Viera's Pro Rata Share for Village 1. Viera's Pro Rata Share of the Construction Costs for all SMWSA Capital Improvements contemplated under the Agreement as modified by the Third Amendment, is sixty nine and 82/100 percent (69.82%) for all users within the Entire Viera Property and is equal to the number of ERCs formerly allocated to Viera (23,134) divided by the total number of ERCs previously allocated to the SMWSA (33,134). Viera's Pro Rata Share shall be adjusted to include Village 1 whose Village Plan was approved by Brevard County on August 3, 2012 (hereinafter referred to as the "**Approved Village 1 Plan**"). The Approved Village 1 Plan encompasses 1,800.41 acres and authorizes the development of up to 5,500 residential units, 150,000 s.f. of "Office" use, 120,000 s.f. of "Retail" use and 25,000 s.f. of "Institutional Use". Based on the current water demand within the Viera DRI and the land uses authorized under the Approved Village 1 Plan, the City shall allocate an additional 2,000 ERCs to the Entire Viera Property (hereinafter referred to as the "**Incremental Village ERCs**"), so that the total number of ERCs available for the Entire Viera Property under the Agreement, as amended by this Fourth Amendment, shall increase from 23,134 ERCs to 25,134 ERCs (hereinafter referred to as "**Viera's Allocated ERCs**"). Therefore, Viera's Pro Rata Share, as adjusted in accordance with this Fourth Amendment, is seventy-one and 54/100 percent (71.54%), which represents a fraction whose numerator equals the Viera's Allocated ERCs (23,134 + 2,000 = 25,134); and whose denominator equals 35,134, the total number of ERCs previously allocated to the SMWSA plus the number of Incremental Village ERCs for Village 1 (33,134 + 2,000 = 35,134).

b) Adjustment of Viera's Pro Rata Share for Each Subsequent Village. Viera's Pro Rata Share, together with Viera's Allocated ERCs, shall be hereafter adjusted each time a Village Plan for any subsequent Village is approved by Brevard County, which adjustment shall occur upon the City's receipt of notice from TVC of Brevard County's approval of the Village Plan for each subsequent Village in the Viera DRI (hereinafter referred to as an "**Adjustment Notice**"). Each Adjustment Notice shall conform to the requirements set forth in subparagraph 11(j) below. Upon the approval of each subsequent Village Plan and applying the specific number of Incremental Village ERCs

set forth in the applicable Adjustment Notice, Viera's Allocated ERCs shall be adjusted by the addition of the Incremental Village ERCs for the subject Village; and Viera's Pro Rata Share for purposes of the Agreement, as modified by this Fourth Amendment, shall be adjusted so that it equals a fraction whose numerator equals Viera's Allocated ERC's (as adjusted by the addition of the Incremental Village ERCs set forth in the applicable Adjustment Notice) and whose denominator equals the sum of (i) the total number of ERCs previously allocated to the SMWSA plus (ii) the number of Incremental Village ERCs set forth in the applicable Adjustment Notice.

c) Adjustment of Viera's Contribution Amount. Upon each adjustment of Viera's Pro Rata Share as provided above, Viera's Contribution Amount with respect to each SMWSA Capital Improvement then under construction or previously constructed (so long as such improvement was commenced subsequent to the effective date of the Third Amendment), shall also be recalculated using Viera's Pro Rata Share, as adjusted in accordance with the preceding subparagraphs. In such event, the following adjustments shall be made regarding the payment of Viera's Contribution Amount with respect to eligible SMWSA Capital Improvements (whether then under construction or previously constructed) not later than sixty (60) days after the date of the applicable Adjustment Notice establishing the number of Incremental Village ERCs required for the applicable Village; provided, however, that the adjustment of Viera's Contribution Amount arising from the adjustment of Viera's Pro Rata Share relating to Village 1 shall be made not later than thirty (30) days after the effective date of this Fourth Amendment:

(i) Completed SMWSA Capital Improvements: Upon each adjustment of Viera's Pro Rata Share in accordance with this Fourth Amendment, TVC shall pay to the City the lump-sum amount by which Viera's Contribution Amount for each eligible completed improvement is increased when recalculated in accordance with subparagraph 4(c) above.

(ii) SMWSA Capital Improvements under Construction: With respect to SMWSA Capital Improvements under construction at the time that an adjustment of Viera's Pro Rata Share occurs in accordance with this Fourth Amendment, Viera shall pay to the City the amount by which Viera's prior payment of Viera's Contribution Amount is increased (or the amounts by which all prior progress payments are increased to the extent Viera elects to pay Viera's Contribution Amount in installments as contemplated under the Third Amendment), when Viera's Contribution Amount is recalculated using Viera's Pro Rata Share, as adjusted. In the latter case, if Viera has elected to pay Viera's Contribution Amount in installments, the "Letter of Credit" (as defined in the Third Amendment) applicable to such improvement shall be re-issued in an amount equal to Viera's Contribution Amount, as recalculated using Viera's Pro Rata Share, as adjusted, less all prior progress payments (as adjusted pursuant to this subparagraph) actually paid by Viera.

d) Limitation on Viera's Allocated ERCs. Upon the City's receipt of an Adjustment Notice, the total number of ERCs available for the Entire Viera Property under the Agreement, as

modified by this Fourth Amendment, shall equal the sum of (i) the then existing number of Viera's Allocated ERCs plus (ii) the number of Incremental Village ERCs specified under the applicable Adjustment Notice. Provided, however, that in no event shall the number of Viera's Allocated ERCs exceed Viera's Maximum ERC Allocation.

5. TVC's Option to Increase Viera's Allocated ERCs Independent of Village Plan Approvals. During the term of the Agreement, TVC shall have the right and option to increase the number of Viera's Allocated ERCs at any time or from time to time independent of TVC's receipt of governmental approval of a Village Plan. In the event TVC elects to exercise such option, TVC shall notify the City of TVC's election to increase the then existing number of Viera's Allocated ERCs in a manner meeting the requirements for notice under this Fourth Amendment set forth in subparagraph 11(i) below, which notice shall state the number of additional ERCs by which TVC is electing to increase Viera's Allocated ERCs (hereinafter referred to as the "**Exercise Notice**"). Upon the City's receipt of TVC's Exercise Notice, the following adjustments shall occur:

(i) Viera's Allocated ERCs shall be adjusted by the addition of the additional ERCs set forth in the Exercise Notice; provided, however, that in no event shall the total number of Viera's Allocated ERCs exceed Viera's Maximum ERC Allocation.

(ii) Viera's Pro Rata Share shall be adjusted so that it equals a fraction whose numerator equals Viera's Allocated ERC's (as adjusted by the additional ERCs forth in the Exercise Notice) and whose denominator equals the sum of (i) the total number of ERCs previously allocated to the SMWSA plus (ii) the number of additional ERCs set forth in the Exercise Notice.

(iii) Viera's Contribution Amount with respect to any SMWSA Capital Improvement then under construction or previously constructed, so long as such improvement was commenced subsequent to the effective date of the Third Amendment, shall also be adjusted using Viera's Pro Rata Share, as adjusted in accordance with the preceding subparagraph. In such event, Viera's Contribution Amount shall be recalculated with respect to eligible SMWSA Capital Improvements (whether previously constructed or then under construction) and the additional amount due shall be paid by TVC to the City not later than sixty (60) days after the date of the applicable Exercise Notice.

6. Adjustment of Connection Charges. As provided in the Agreement, the City shall adjust Connection Charges for inflation and to take into consideration either the difference between the current estimated Construction Costs and the actual Construction Costs of the SMWSA Capital Improvements or revised estimates of anticipated Construction Costs based on current labor/material costs. The Agreement further provides that the Connection Charges shall be adjusted at the time the City accepts a contractor's bid for the installation of the "Barnes Blvd. Main Improvements" (as defined in the Third Amendment); at the time the installation of the Barnes Blvd. Main Improvements is completed, as evidenced by written notice from the City's Utilities Director that the installation of the Barnes Blvd. Main

Improvements is complete; and at the time Cocoa accepts a contractor's bid for the installation of the "Water Storage Improvements" (as defined in the Third Amendment); and at the time the installation of the Water Storage Improvements is completed, as evidenced in writing by written notice from the City's Utilities Director that the installation of the Water Storage Improvements is complete. Therefore, the City has evaluated the Connection Charges and hereby adjusts the Connection Charges in accordance with the Agreement so that the following minimum Connection Charges shall be hereafter charged for water service connections within the South Mainland Water Service Area as of the effective date of a resolution by the City approving this Fourth Amendment and the adjusted Connection Charges:

South Mainland Connection Charges Amount:

Users within the Entire Viera Property ---------- $789.77

All other SMWSA Users ---------- $887.98

The adjusted Connection Charges described above represent the minimum Connection Charges that the City shall collect hereunder within the SMWSA. The Connection Charges shall continue to be periodically adjusted in accordance with the Agreement and, if at any time either the City or TVC wish to establish Connection Charges higher than the minimum Connection Charges set forth above, the City and TVC agree to cooperate to determine a mutually agreeable schedule of adjusted Connection Charges. The Connection Charge for users within the SMWSA but outside the Entire Viera Property may be raised in the sole discretion of the City.

7. Revised Schedule 7.3. Schedule 7.3 attached to the Second Amendment describing the calculation of the Connection Charges applicable within the SMWSA, as revised in accordance with the Third Amendment, is hereby deleted in its entirety and the revised Schedule 7.3 attached hereto is substituted in lieu thereof.

8. Availability of the Approved ERCs; TVC's Right of First Refusal Regarding Approved ERCs. The City acknowledges and understands that approval of the Village Plans for Villages 2, 3 and 4 will occur at a rate dependent upon market conditions and other factors beyond TVC's control, so it is not possible to determine with certainty when the Adjustment Notice will be delivered regarding the Incremental Village ERCs required in connection with the approval of the Village Plan for each subsequent Village. Notwithstanding that uncertainty, the Approved ERCs shall remain available for TVC's exclusive use for five (5) years after the effective date of this Fourth Amendment. However, commencing on the fifth anniversary of the effective date of this Fourth Amendment, the City shall have the right to allocate that portion of the Approved ERCs which are not then included in the number of Viera's Allocated ERCs to areas of the SMWSA other than the Entire Viera Property. However, notwithstanding the foregoing sentence, the City shall not allocate any remaining Approved ERCs to areas of the SMWSA other than the Entire Viera Property without first providing notice to TVC of its intent to do so in whole or in part (hereinafter referred to as a "**City Re-allocation Notice**"). Such notice shall comply with the requirements of subparagraph 11(i) below and specify the number of remaining Approved ERCs the City desires to re-allocate within the SMWSA (hereinafter referred to as the "**Re-allocable ERCs**"). TVC shall have thirty (30) days from and after receipt of the applicable City Re-allocation Notice within which to deliver an Exercise Notice in

accordance with paragraph 5 above confirming TVC's election to increase the then existing number of Viera's Allocated ERCs by the number of Re-Allocable ERCs or some portion thereof. Upon the City's receipt of such Exercise Notice, Viera's Allocated ERCs, Viera's Pro Rata Share and Viera's Contribution shall be adjusted and/or recalculated as provided in paragraph 5 above. If TVC fails to deliver an Exercise Notice to the City in a timely manner after its receipt of a City Re-allocation Notice, then TVC's right to add the number of Re-allocable ERCs specified in the applicable City Re-allocation Notice to Viera's Allocated ERCs shall forever lapse and terminate and the number of Approved ERCs and Viera's Maximum ERC Allocation shall be reduced by the number of Re-allocable ERCs specified in the applicable City Re-allocation Notice. If TVC delivers a timely Exercise Notice, but it specifies a number less than all of the Re-allocable ERCs specified in the applicable City Re-allocation Notice, then TVC's right to add the number of declined Re-allocable ERCs to Viera's Allocated ERCs shall forever lapse and terminate and the number of Approved ERCs and Viera's Maximum ERC Allocation shall be reduced by the applicable number of declined Re-allocable ERCs.

9. Representations and Warranties. The City hereby represents and warrants to TVC that the City has the power and authority to execute, deliver and perform the terms and provisions of this Fourth Amendment and has taken all necessary action to authorize the execution, delivery and performance by it of this Fourth Amendment. This Fourth Amendment will, when duly executed and delivered by the City, constitute its legal, valid and binding obligation enforceable against the City in accordance with its terms. The City hereby further represents and warrants that the execution, delivery and performance by the City of the terms and provisions hereof will not (i) contravene any provisions of any law, statute, rule or regulation or any order, writ, injunction or decree, or (ii) conflict or be inconsistent with or result in a breach of any material terms, covenants, conditions or provisions of or constitute a default under the terms of any indenture, trust agreement, loan agreement or any other agreement, contract or instrument to which the City is a party of by which it or any of its property or assets is bound.

10. Ratification of Agreement and Effect of Fourth Amendment. Except as expressly modified by this Fourth Amendment, the Agreement, as heretofore amended, shall be and remains unchanged and in full force and effect, and is hereby expressly ratified and affirmed by the City and TVC. To the extent of any conflict between this Fourth Amendment and the Agreement, as modified by any prior amendment, this Fourth Amendment shall govern and control.

11. Miscellaneous Provisions.

a) Counterparts. This Fourth Amendment may be executed in two or more counterparts, each of which may be executed by one or more of the parties hereto, but all of which, when delivered and taken together, shall constitute but one agreement binding upon all of the parties hereto.

b) Attorneys' Fees. In connection with any arbitration or litigation arising out of this Fourth Amendment, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

c) Choice of Law. The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Fourth Amendment. Venue for any suit involving this Fourth Amendment shall be in Brevard County, Florida.

d) Exhibits and Schedules. All exhibits and schedules which are attached to this Fourth Amendment are incorporated in this Fourth Amendment and form a part of the provisions of this Fourth Amendment.

e) Amendment or Modification. This Fourth Amendment shall not be amended or modified except by written instrument signed by the City and TVC.

f) Headings. The paragraph headings contained herein are for convenience only and do not define, limit or construe the contents of such paragraph.

g) Successors and Assigns. This Fourth Amendment shall be binding upon and inure to the benefit of the City and TVC and their respective successors and assigns.

h) No Third Party Beneficiaries. This Fourth Amendment is only between TVC and the City. Third parties, including the users or potential users of the City of Cocoa water utility, whether or not located on the Entire Viera Property or any part thereof, are not to be construed as third party beneficiaries under this Fourth Amendment.

i) Notices. Any notices or other communications which may be required or desired to be given under the terms of the Agreement, as amended, or this Fourth Amendment shall be in writing and shall be deemed to have been duly given if personally delivered, delivered via overnight courier or if mailed by certified United States Mail, return receipt requested, as follows:

To the City:	City of Cocoa 600 School Street Cocoa, Florida 32922 Attn: Utilities Director
To TVC:	The Viera Company 7380 Murrell Road, Suite 201 Viera, Florida 32940 Attn: President; and General Counsel

j) The Adjustment Notice. Upon the approval of the Village Plan for Village 2 and each subsequent Village by Brevard County and the successful conclusion of all appeals with respect to such governmental approval or, in the alternative, the expiration of all applicable appeal periods without the filing of an appeal by any party, Viera shall certify to the City by written affidavit given by its President or any Vice President (i) that the Village Plan for the applicable Village has been approved by Brevard County and affirm the date of such approval, (ii) that all appeals relating to such governmental approval, if any, have been successfully concluded and/or all applicable appeal periods have expired

without the filing of an appeal by any party, (iii) the specific number of Incremental Village ERCs required for the applicable Village based on the actual development program authorized under the approved Village Plan, and (iv) the adjusted number of Viera's Allocated ERCs which shall reflect the addition of the Incremental Village ERCs for the Village which is the subject of the approved Village Plan. The Adjustment Notice shall be delivered to the City in accordance with the requirements of subparagraph 11(i) above.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment each by its duly authorized representatives.

ATTEST: CITY OF COCOA

_____

City Clerk By: _____
City Manager

WITNESSES: THE VIERA COMPANY, a Florida corporation

_____

By: _____
Stephen L. Johnson, President

_____

STATE OF FLORIDA }
}
COUNTY OF BREVARD }

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Stephen L. Johnson, President of THE VIERA COMPANY, a Florida corporation, on behalf of said corporation. He is personally known to me and did not take an oath.

Signature: _____
Printed Name: _____
Notary Public, State of Florida
(NOTARIAL SEAL) My Commission No. Is: _____
My Commission Expires: _____

SOUTH MAINLAND WATER SERVICE AREA

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1		ERC													
2		Inside Viera Connections	23,134		69.82%										
3		Outside Viera Connections	10,000		30.18%										
4															
5		**IMPROVEMENTS MADE IN ACCORDANCE WITH THE AGREEMENT, 1ST AMENDMENT and 2ND AMENDMENT:**													
6															
7					VIERA'S	OTHER'S		PER CONNECTION COST SHARE							
8		CONSTRUCTION	TOTAL COST		SHARE	SHARE		Viera	Others						
9															
10		Existing 24" X 20"	$1,200,000.00		$837,834.25	$362,165.75	*	($15.66)	$36.22	Completed					
11		Pump Station	$650,000.00		$453,826.88	$196,173.12		$19.62	$19.62	Completed					
12		16" Barnes Blvd.	$181,600.00		$126,792.25	$54,807.75		$5.48	$5.48	Completed					
13		16" Wickham Road	$463,500.00		$0.00	$463,500.00		$0.00	$46.35	Completed					
14		Subtotal	$2,495,100.00		$1,418,453.38	$1,076,646.62		$9.44	$107.67						
15															
16		**IMPROVEMENTS PER 3RD AMENDMENT:**													
18															
19					VIERA'S	OTHER'S		PER CONNECTION COST SHARE							
20		CONSTRUCTION	TOTAL COST		SHARE	SHARE		Viera	Others						
21															
22		Water Transmission Improvements (42")	$21,001,473.44		$14,663,228.76	$6,338,244.68		$633.84	$633.82	Project completed					
23		Water Storage Improvements (5mg)	$3,470,000.00		$2,422,754.00	$1,047,246.00		$104.73	$104.72	Estimate					
24		**Barnes Blvd. Main Improvements	$1,383,742.70		$966,129.15	$417,613.55		$41.76	$41.76	Based on Contract cost for 24" water main					
25		Subtotal	$25,855,216.14		$18,052,111.91	$7,803,104.23		$780.33	$780.31						
26															
27		TOTAL COST	$28,350,316.14		$19,470,565.29	$8,879,750.85		$789.77	$887.98						
28															
29		* Viera credit based on "Others" share of Existing 24"/20" divided by number of Viera connections													
30															
31		** Barnes Blvd Improvements includes replacing the 16" water main with an 8" water main due to the Barnes Blvd. widening (at City of Cocoa's sole expense) and installing a new 24" water line per the Viera Agreement													

SCHEDULE 7.3

SCHEDULE 7.3

Legislation Details (With Text)

File #:	16-534	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	11/17/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	Consider the Reappointment of Mrs. Lorraine Koss as a Regular member on the Utilities Advisory Board through November, 2019. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11_17_16 Koss Reappointment application.pdf 11_28_16 Koss Consideration letter.pdf UAB Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 17, 2016
Agenda Date: December 13, 2016
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Reappointment of Mrs. Lorraine Koss as a Regular member on the Utilities Advisory Board through November, 2019

BACKGROUND:

Mrs. Lorraine Koss was originally appointed as a Regular member of the Utilities Advisory Board on February 11, 2014. Her current term expired in November, and she has expressed an interest in serving another three year term.

Mrs. Koss meets all qualifications for serving on a City board and if reappointed, her term would be through November, 2019.

A current Utilities Advisory Board roster is attached. This board has two (2) Regular member vacancies and two (2) Alternate member vacancies.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council has appointed and reappointed members to various Cocoa boards and committees as vacancies and term expirations have occurred.

RECOMMENDED MOTION:

Consider the Reappointment of Mrs. Lorraine Koss as a Regular member on the Utilities Advisory Board through November, 2019

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

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

(Please Print)

Name: Lorraine L. Koss Application Date: 10-27-2016

Street Address, Including Zip Code: 2115 N. Indian River Drive, Cocoa, FL 32922

Telephones: Home: _____ Work: _____ Pager: _____ Cell: 703-201-8811

Place of Business: _____

Title/Position Held: consultant

Date of Birth[2] 5-25-1955

Email Address: lorraine.koss@gmail.com

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

	Affordable Housing Advisory Committee		Pension Board – General Employees
	Board of Adjustment		Pension Board – Police
	Code Enforcement/Other Related Boards		Planning & Zoning Board
	Economic Development Advisory Committee		Redevelopment Agency (CRA)
	Enterprise Zone Development Agency		Tree Advisory Board/Keep Cocoa Beautiful
	Historical Advisory Board		Redevelopment Agency (US 1)
	Pension Board – Fire Fighters	X	Utilities Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	X	No	_____
Do you own property or a business in Cocoa?	Yes	X	No	_____
Are you registered to vote in Brevard County, Florida?	Yes	X	No	_____
Have you ever been convicted or found guilty, regardless				

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

of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No X

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

MISCELLANEOUS INFORMATION

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

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

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

re-apointment to UAB as it has only been functional for one year of my current three year term.

STATE REPORTING REQUIREMENTS

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

RACE

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

GENDER

____ Male
X Female

DISABILITY

____ Physically Disabled

In response to inquiry by the Office of the City Clerk, I, Lorraine Koss

x seek reappointment

_____ do not seek reappointment

as a member of the Utilities Advisory Board for a three-year term.

Sincerely,



Digitally signed by Lorraine L Koss
DN: cn=Lorraine L Koss, o, ou, email=lorraine.koss@gmail.com, c=US
Date: 2016.10.27 14:50:56 -04'00'

Lorraine Koss

Additional Comments: _____

_____

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

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

November 28, 2016

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

Re: Reappointment to the Utilities Advisory Board

Dear Ms. Koss,

The City Council will consider your application for reappointment as a regular member of the Utilities Advisory Board at its Regular meeting on December 13, 2016.

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

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

Sincerely,

Carie Shealy

Carie Shealy, CMC
City Clerk

Utilities Advisory Board	**Meets Forth Wednesday Every Month @ 6pm**			**Expirations in November**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Lorraine Koss	2115 N. Indian River Drive Cocoa, FL 32922	703-201-8811 (cell)	02/14 appointed (to fill non-renewed term of Carol Noble)	2016
VACANCY-Zimmerman, Elliot resigned 4/8/14	3212 Westchester Drive, Cocoa FL 32926 EZCPA@cfl.rr.com	632-8861(H)	1/8/13 appointed to fill vacancy of Ardell Smith	2015
VACANCY- Ric Holt Resigned 4/14/16	4030 Pinyon Drive, Cocoa, FL 32926	633-7049 (H)	02/15 Reappointed (term exp. 11/2014) 01/12 appointed to Bruce Tate Sr. spot (expired in Nov. 2011)	2017
David H. Jollay	1515 N. Indian River Drive Cocoa, FL 32922 dhjollay@yahoo.com	452-8694 (H) 327-6479 (w) 432-2006 (C)	03/16 Appointed (fulfilled term of F. Barzee)	2017
Barbara Kinsey	1628 Manor Drive Cocoa, FL 32922	638-0269 (H) 652-9049 (C)	02/16 Appointed (fulfilled vacancy from A. Sims)	2017
Vacancy - 1st Alternate Member				
VACANCY-2nd Alternate				
Brevard County Member(s) ~~Mr. Robert G. Adolphe, P.E., Utility Services Director~~ Mark Reagan, JD, PE, Engineer III, Utility Services Department, Alternate	2725 Judge Fran Jamieson Way, Building A-213 Viera FL 32940 Address same as above	633-2089 mreagan@brevardcounty.us steve.peffer@brevardcounty.us	Notice of appointment received 6/11/2010	
~~Angela Apperson Acting City Manager, City of Cape Canaveral~~	105 Polk Avenue Cape Canaveral, FL 32920	868-1230		
Charles Billias City of Cocoa Beach	2 South Orlando Avenue Cocoa Beach, FL 32932			
David Henderson Deputy City Manager City of Rockledge	1600 Huntington Lane Rockledge, FL 32955			
LIAISON	Deputy Mayor Boisvert		Updated 11/14	
Counsel: None				
RECORDING SECRETARY	Norma Hernandez	433-8701		

Legislation Details (With Text)

File #:	16-546	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	11/28/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	Pursuant to Section 429.05(1), Florida Statutes, the Mayor should consider the reappointment of Ms. Chenita Joiner as a member of the Cocoa Housing Authority through December, 2020, subject to the concurrence of the City Council. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Joiner-Reappointment application 001.pdf Housing Authority Roster.pdf 11_28_16 Joiner Consideration letter.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 28, 2016
Agenda Date: December 13, 2016
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Pursuant to Section 429.05(1), Florida Statutes, the Mayor should consider the reappointment of Ms. Chenita Joiner as a member of the Cocoa Housing Authority through December, 2020, subject to the concurrence of City Council.

BACKGROUND:

Ms. Chenita Joiner currently serves as a member on the board for the Housing Authority of the City of Cocoa. Her current term expires December 20, 2016 and she has expressed a desire for reappointment to the board.

Housing Authority appointments require a nomination from the Mayor with the concurrence of City Council. Mayor Parrish supports and nominates Ms. Chenita Joiner for reappointment.

If reappointed, Ms. Joiner's term on the board would be a four-year term through December, 2020, in accordance with Section 421.05, *Florida Statutes.*

The Housing Authority of the City of Cocoa currently has no vacancies and a current roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

Ms. Joiner was originally appointed to the Housing Authority Board at a regular City Council meeting held on December 10, 2013 for a three-year term.

RECOMMENDED MOTION:

Pursuant to Section 429.05(1), Florida Statutes, the Mayor should consider the reappointment of Ms. Chenita Joiner as a member of the Cocoa Housing Authority through December, 2020, subject to the concurrence of City Council.

In response to inquiry by the Office of the City Clerk, I, Chenita Joiner

✓ seek reappointment

_____ do not seek reappointment

as a member of the Housing Authority for the City of Cocoa for a three-year term.

Sincerely,

Chenita Joiner

Chenita Joiner

Additional Comments: _____

_____

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

RECEIVED
NOV 28 2016
OFFICE OF THE CITY CLERK

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

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

(Please Print)

Name: Clemita Joiner Application Date: 11/21/16

Street Address, Including Zip Code: 2202 Mercer Dr. Cocoa, Fl 32926

Telephones: Home: 321-639-6413 Work: _____ Pager: _____ Cell: 321-591-4501

Place of Business: Retired

Title/Position Held: _____

Date of Birth[2] 7/12/54

Email Address: jjkelsj1@earthlink.net

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

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

ELIGIBILITY

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

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

purposes of this question. Yes ____ No ✓

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

MISCELLANEOUS INFORMATION

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

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

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

Recently retired [redacted] from Brevard County Government. Worked 35 years in Human Services & Community Development Programs. Previous Service on Diamond Square and Planning and Zoning Board for City Cocoa, 6 Previous Board Member for Alliance for Neighborhood Restoration. Resident of City of Cocoa over 25 years

STATE REPORTING REQUIREMENTS

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

RACE

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

GENDER

____ Male
✓ Female

DISABILITY

____ Physically Disabled

APPLICANT CERTIFICATION

Housing Authority of the City Of Cocoa - Terms of Office Fall Under The Housing Authority Program Requirements		**Meets Third Tuesday Every Month**		**Expirations in December**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Buzzell, Scott L. (resident member)	1119 Fern Avenue Cocoa FL 32922	321-458-2620 (home) 321-639-2233 (work) 321-458-2620 (cell) Scott.Buzzell@yahoo.com	12/10/2013	December 31, 2017
Cole, Thomas	3219 Bayfield Cocoa FL 32922	321-652-9676 (work) 321-288-9486 (cell) Thomas.cole@emmajewelcharter.com	02/10/15 Reappointed 12/10/2013	December 31, 2018
Jackson, Marian T.	1209 Heritage Acres Boulevard Rockledge FL 32955	321-633-9427 (home) 321-837-7081 (work) 321-537-6999 (cell) mjackson@cfl.rr.com	12/08/15 reappointed 12/10/2013	December 31, 2019
Joiner, Chenita	2202 Mercer Drive Cocoa FL 32926	321-639-6413 (home) 321-633-2007 (work) 321-591-4501 (Cell) Jkeds01@earthlink.net	12/10/2013	December 31, 2016
Robinson, Joe C. (Chairman)	5510 Bent Oak Drive Titusville FL 32780	321-383-4424 (home) 321-383-3026 (work) 321-361-2325 (cell) nbcsc@cfl.rr.com	12/10/2013	December 31, 2017
LIAISON	Mayor Parrish		Updated 11/14	
Contact Info:	828 Stone St. Cocoa, FL 32922	636-8535 (office) 632-4729 (fax)	Chief Exec. Officer Debra Krueger, Records Asst. Debra Krueger dkrueger@haccfl.com	

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

November 28, 2016

Ms. Chenita Joiner
2202 Mercer Drive
Cocoa, FL 32926

Re: Reappointment to the Housing Authority of the City of Cocoa

Dear Ms. Joiner,

The City Council will consider your application for reappointment as a regular member to the Housing Authority of the City of Cocoa at its Regular meeting on December 13, 2016.

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

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

Sincerely,

Carie Shealy

Carie Shealy, CMC
City Clerk

Legislation Details (With Text)

File #:	16-553	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	11/30/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	2017 Appointment of Space Coast League of Cities Voting Delegate/Director and Alternate. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2017 Appointment of League Voting Delegate Director Form (2).pdf Email from League Secretary 001.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 30, 2016
Agenda Date: December 13, 2016
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
2017 Appointment of Space Coast League of Cities Voting Delegate/Director and Alternate.

BACKGROUND:

Every December, the Space Coast League of Cities request that the governing body of a municipality appoint a Voting Delegate/Director and an Alternate to the League. The eligibility requirements and functions are listed below:

Eligibility: Only the member municipality's elected officials, manager, attorney, clerk, and department heads are eligible to be a Voting Delegate/Director and Alternate. Any Voting Delegate/Director or Alternate who ceases to hold such a position ceases at the same time to be a Voting Delegate/Director or Alternate.

Functions: The person appointed as Voting Delegate serves as both the member municipality's Voting Delegate at membership meetings and its representative to the Board of Directors. The Voting Delegate and the Director is the same person. The sole function of the Alternate for the Voting Delegate/Director is to vote in the absence of the Voting Delegate/Director.

Following this appointment, the City Clerk will provide the names in writing to the League Secretary and will certify its current population figures due to the fact that the number of votes allocated to member municipalities for membership meetings is based upon population.

The 2016 Voting Delegate/Director was former Councilman Michael C. Blake and the Alternate was Councilwoman Brenda Warner.

This appointment is typically done in conjunction with Board Liaison appointments; however, that will be done at the January 10, 2017 City Council meeting due to the District 1 vacancy.

The Voting Delegate/Director and Alternate appointees' names need to be submitted to the League by Friday, December 16, 2016.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The 2016 Voting Delegate/Director and Alternate were appointed at the Regular City Council Meeting held on December 8, 2015.

RECOMMENDED MOTION:

2017 Appointment of Space Coast League of Cities Voting Delegate/Director and Alternate

powered by Legistar™

SPACE COAST LEAGUE OF CITIES, INC.

A Florida Not-for Profit Corporation

CAPE CANAVERAL	*INDIALANTIC*	*MELBOURNE BEACH*	*ROCKLEDGE*
COCOA	*INDIAN HARBOUR BEACH*	*MELBOURNE VILLAGE*	*SATELLITE BEACH*
COCOA BEACH	*MALABAR*	*PALM BAY*	*TITUSVILLE*
GRANT-VALKARIA	*MELBOURNE*	*PALM SHORES*	*WEST MELBOURNE*

"CITIES OF BREVARD WORKING TOGETHER"

2017 Appointment of League Voting Delegate/Director

The Bylaws of the Space Coast League of Cities require the following:

- Every December, the governing body of each member municipality must appoint a Voting Delegate/Director and Alternate to the League.

  Eligibility: Only the member municipality's elected officials, manager, attorney, clerk, and department heads are eligible to be a Voting Delegate/Director and Alternate. Any Voting Delegate/Director or Alternate who ceases to hold such a position ceases at the same time to be a Voting Delegate/Director or Alternate.

  Functions: The person appointed as Voting Delegate serves as both the member municipality's Voting Delegate at membership meetings and its representative to the Board of Directors. The Voting Delegate and the Director is the same person. The sole function of the Alternate for the Voting Delegate/Director is to vote in the absence of the Voting Delegate/Director.

- Following the appointment, the names of the Voting Delegate/Director and the Alternate must be promptly certified in writing to the League Secretary.

- Because the number of votes allocated to member municipalities for membership meetings is based upon population, each member municipality must also certify its current population figures when it certifies its Voting Delegation/Director and Alternate.

Accordingly, please provide and certify the information requested below and return this form promptly to the League Executive Secretary at the email address: **execsec@scloc.org**.

Municipality: **City of Cocoa** **Current Population**: **18313**

Voting Delegate/Director: Click here to enter text.

Email address: Click here to enter text. **Telephone Number**: Click here to enter text.

Alternate Voting Delegate/Director: Click here to enter text.

Email address: Click here to enter text. **Telephone Number**: Click here to enter text.

I hereby certify that the above named persons were duly appointed by our governing body and the foregoing information is correct: Municipality Clerk's signature: Click here to enter text. **Date:** Click here to enter text.

Carie Shealy

From: Space Coast League of Cities <execsec@scloc.org>
Sent: Wednesday, November 30, 2016 9:40 AM
To: From SCLOC Executive Secretary
Subject: SCLOC 2017 Appointment of League Voting Delegate/Director Request
Attachments: 2017 Appointment of League Voting Delegate Director Form.docx

Importance: High

To: ***SCLOC Municipal Contacts***

Attached is the Space Coast League of Cities "***2017 Appointment of League Voting Delegate/Director***" form for you to complete.

Please return your completed form to me by ***Friday December 16, 2016***.

Regards,
Sheila

Space Coast League of Cities
Executive Secretary
Sheila Donahue
(321) 421-7171
E-mail: execsec@scloc.org

Click here to report this email as spam.

Legislation Details (With Text)

File #:	16-540	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	11/21/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	Approve a new Resolution to formally memorialize the City's interest in the State Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00), and to explicitly authorize, in the form of a Resolution, the City Manager to execute all necessary documents to effectuate the conveyance of the State Surplus Property to the City. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2016-133 Authorization for State Property Purchase.pdf 10_25_16 Revised_16-472_VIII.3_Page2.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 21, 2016
Agenda Date: December 13, 2016
Prepared By: Laura Rankin, Engineer
Through: Ed Wegerif, P.E., Public Works Director
Requested Action:
Approve a new Resolution to formally memorialize the City's interest in the State Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00), and to explicitly authorize, in the form of a Resolution, the City Manager to execute all necessary documents to effectuate the conveyance of the State Surplus Property to the City.

BACKGROUND:

Public Works Stormwater staff has been working to address the need for a Stormwater Treatment Facility in the Diamond Square Redevelopment Area, in order to enhance the ability to redevelop properties in that area. The City is seeking to purchase property that is owned by the State of Florida for construction of such new Stormwater Treatment Facility. In accordance with Florida law, the subject property was listed as surplus by the state and subsequently was offered to the City of Cocoa for purchase.

At the October 25, 2016 City Council meeting, the City Council authorized the City Attorney and City Manager to execute purchase documents for the subject property, and also approved a Resolution amending the FY2017 Budget for the purchase of Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00) from the State of Florida at appraised value. The State of Florida has requested that the City's interest in purchasing the property also be memorialized in a Resolution. Further, the State

has requested that the Resolution also explicitly authorize the City Manager to execute the documents required for conveyance of the surplus land to the City.

STRATEGIC PLAN CONNECTION:

The proposed stormwater project will encourage redevelopment and revenue generation in an economically depressed area within the Diamond Square Redevelopment Area by providing off-site stormwater management. Additionally, this project will further the City's compliance with mandated water quality improvement regulations such as the City's Total Maximum Daily Load reduction and the City's National Pollution Discharge Elimination permit.

BUDGETARY IMPACT:

NONE

PREVIOUS ACTION:

On October 25, 2016, City Council approved a Resolution adjusting the FY 2017 Budget and associated Budget Transfer Forms for the purchase of Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00) from the State of Florida at appraised value, and authorized the City Manager to execute the purchase contract and associated closing documents with the State of Florida.

RECOMMENDED MOTION:

Approve a new Resolution to formally memorialize the City's interest in the State Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00), and to explicitly authorize, in the form of a Resolution, the City Manager to execute all necessary documents to effectuate the conveyance of the State Surplus Property to the City.

RESOLUTION NO. 2016-133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, EXPRESSING INTEREST IN STATE SURPLUS PROPERTY AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE PURCHASE OF SAID PROPERTY FROM THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA; AND PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection ("FDEP") intends to sell Surplus State Property, which property is located within the City of Cocoa, Florida; and

WHEREAS, the State Surplus Property was first offered to other State agencies and departments, however, no interest was expressed by such State agencies and departments, and the State Surplus Property was then offered to the City; and

WHEREAS, the City is interested in the State Surplus Property because said purchase is in the best interest of the City of Cocoa; and

WHEREAS, the City Council formally expressed its interest in the State Surplus Property on October 25, 2016, and the State has requested a formal resolution regarding same; and

WHEREAS, this Resolution is hereby deemed by the City Council to be in the best interest of the City of Cocoa.

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

SECTION 1. Acknowledgment of Interest in State Surplus Property and Authorization for City Manager to Execute Purchase and Sale Contract and to Effectuate Conveyance. The City of Cocoa hereby formally memorializes its interest in the State Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00). The City Council formally recognizes that on October 25, 2016, it authorized the City Manager to enter into negotiations with the State for the purchase of the State Surplus Property from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and to execute all necessary documents in connection with same.

SECTION 2. Repeal of Prior Inconsistent Resolutions.

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

SECTION 3. 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 4. Effective Date.

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

SECTION 5. Certified Copy.

A certified copy of this Resolution shall be submitted to the Florida Department of Environmental Protection.

ADOPTED by the City Council of the City of Cocoa, Florida, in a special meeting assembled on the 13th day of December, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

JOURNAL-Revised

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

October 25, 2016

I. OPENING MATTERS:

- **Mayor Parrish called the meeting to order at 6:03 p.m.**

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of October 25, 2016 (16-471)
2. Minutes: N/A

- **The Agenda for the Regular meeting of October 25, 2016 was approved as presented above.**

III. AWARDS AND PRESENTATIONS:

1. Recognition of Accents Home Décor, located at 2712 N. Cocoa Blvd., as the 3rd Quarter Business Recognition Award recipient by the US 1 Corridor Redevelopment Agency. (16-439). (Community Services Director)

- **Awards and Presentations were conducted as printed above.**

IV. DELEGATIONS:

- **No formal actions were taken under Delegations. Speakers were: Katie Collette, Cocoa Village Merchant; and Brad Whitmore, HCVA.**

V. CONSENT AGENDA:

1. To authorize the City Manager to approve the Interlocal Agreement and to amend the existing agreement with Brevard County for Traffic Signal Maintenance Services and authorize a purchase order in the amount of $ 60,000 to Brevard County for the maintenance and repair of traffic signals and flashers in the City of Cocoa. (16-464). (Public Works Director)

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

VI. PUBLIC HEARINGS:

1. Ordinance No. 14-2016/1st Reading: Rezone the subject parcel from RU-2-15 and RU-2-25 (Multiple Family Dwelling Districts) to INST (Institutional). (16-470). (Community Services Director)

    - **Ordinance No. 14-2016 approved on 1st reading. Community Services to do legal advertisement for 2nd and final hearing.**

VII. COUNCIL BUSINESS:

1. Consider the appointment of Ms. Crystal McQueen as a Regular member of the US 1 Corridor Redevelopment Agency through June, 2018. (16-469). (Administrative Services Director)

    - **Approved. Correspondence to be handled through the City Clerk's office.**

VIII. CITY BUSINESS:

1. Approve a Resolution to amend the FY2017 Budget to transfer funds from Capital Projects Building to Capital Project Land to cover the cost of the Wetland Mitigation Agreement for Satellite Fire Station #2 (CP16F3) located on SR524; Authorize the City Manager to Execute the Conservation Easement on the remaining portion of the parcel; and Authorize the City Manager to Execute the Agreement with Kempfer Ranch dba Deer Park Ranch, Ltd. (16-467). (Public Works Director)

    - **Approved. Agreements to be executed and distributed as necessary.**

2. Approve an Interlocal Agreement between the Cities of Cocoa, Cocoa Beach, Rockledge, and Satellite Beach to share Employee Health Center services between locations at the City of Cocoa and Satellite Beach. (16-468). (Administrative Services Director)

    - **Approved. Agreement to be executed and distributed to each city as directed for execution.**

3. Approve a Resolution adjusting the FY2017 Budget and associated Budget Transfer Forms for the purchase of Surplus Property (Parcel ID 24-36-32-00-

00772.0-0000.00) from the State of Florida at appraised value. Authorize the City Manager to execute purchase contract and associated closing documents with the State of Florida. (16-472). (Public Works Director)

- **Approved. Resolution and contracts to be executed and distributed as necessary.**

4. Approve a Resolution providing for a temporary waiver of building permit fees related to building or structural damage caused by Hurricane Matthew. (16-474). (Community Services Director)

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

5. Approve a Resolution Adjusting the FY 2017 Budget using General Fund Contingency to complete the demolition and provide project management of 6 Forrest Avenue. (16-487). (Community Services Director)

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

MULTI-YEAR CONTRACTS:

6. Approve the Second Amendment to multi-year Purchase Agreement with Don Bell, Inc. d/b/a DBI Demolition, Melbourne Florida, Bid-14-14-COC, for multi-year demolition services effective October 1, 2016 through September 30, 2019. (16-451). (Community Services Director)

- **Approved. Agreement to be executed and distributed as necessary.**

IX. INFORMATIONAL AGENDA:

1. Review of the Employee Health Center usage report provided by CareATC. (16-356). (Administrative Services Director)

2. Review of Cumulative Purchase Approvals over ~~$25,000~~ $35,000 and under $50,000 for the period 10/01/2015 to 09/30/2016. (16-457). (Finance Director)

3. FY 2016 Budget Adjustment Report. (16-460). (Finance Director)

4. Relation between the estimated and actual income and expenses to date. (16-461). (Finance Director)

5. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (16-462). (Finance Director)

6. Cocoa Police Department District Event statistics for the month of August, 2016. (16-475). (Chief of Police)

7. New Local Business Tax Receipts. (16-477). (Community Services Director)

- **No formal actions were taken under the Informational agenda.**

X. REPORTS:

- **It was determined that Councilwoman Warner, Councilwoman Blanco, and City Manager Titkanich would be attending the Florida League of Cities Legislative Conference, December 8-9, 2016, in Orlando, Florida.**
- **There was a CONSENSUS from all Council members to have staff work with Brevard County in reserving the T-Dock for the Sail to the Sun Rally that is being held in December.**
- **A MOTION was made to move the Regular City Council meeting of Tuesday, November 8, 2016 to Monday, November 7, 2016 at 6 p.m. due to election day being November 8, 2016.**

IX. ADJOURNMENT.

- **The Regular meeting of October 25, 2016 adjourned at 7:22 p.m.**

Legislation Details (With Text)

File #:	16-544	**Version:**	1	**Name:**	
Type:	Report			**Status:**	City Business
File created:	11/28/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	

Title: Approve entering into a co-operative purchase agreement with Goodson Paving (DBA WWG) utilizing Brevard County Bid # B-4-15-57 in the amount not to exceed $170,478 to complete the paving and striping of Fiske Blvd from Highland Ave. to Dixon Blvd.; Approve entering into a co-operative purchase agreement with Goodson Paving utilizing Brevard County Bid # B-4-17-02 in the amount not to exceed $96,308 to complete curb, gutter and sidewalk repair and replacement on Fiske Blvd from Highland Ave to Dixon Blvd. ; Approve a resolution amending the 2017 budget. (Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments: WWG ASPHALT RENEWAL
GOODSON CONCRETE PROPOSAL
Goodson Curb Gutter Award
Resolution No. 2016-131.pdf
BAF-PW-3510-PWPAVE (12-13-16)~ Agenda 16-544 - FY17.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 28, 2016
Agenda Date: December 13, 2016
Prepared By: Michael Giorgio, Division Manager
Through: Everett Wegerif P.E, Public Works Director/City Engineer
Requested Action:
Approve a resolution amending the 2017 Budget to utilize reserves to complete a project on Fiske Blvd. started in FY 2016. Approve continuing the co-operative purchase agreement with Goodson Paving (DBA WWG) utilizing Brevard County Bid # B-4-15-57 in the amount not to exceed $ 170,478 to complete the paving and striping of Fiske Blvd from Highland Ave. to Dixon Blvd. Approve continuing the co-operative purchase agreement with Goodson Paving utilizing Brevard County Bid # B-4-17-02 in the amount not to exceed $ 96,308 to complete curb, gutter and sidewalk repair and replacement on Fiske Blvd from Highland Ave to Dixon Blvd.

BACKGROUND:

Fiske Blvd is an Urban Minor Arterial road that has 8260 vehicles per day traveling on it. (SCTPO 2016 Traffic Counts). Vehicles include automobiles, trucks and buses. Poor base material, numerous utility cuts and heavy traffic has caused the base to fail. The base has been re-constructing utilizing Full Depth Reclamation and the first lift of asphalt has been place. Sidewalk, curb and gutter work

continues. This is phase 1 of a 3 phase project to completely reconstruct Fiske Boulevard from Dixon Boulevard to State Road 520. Work had initially been anticipated to be completed by October 1, 2016, however heavy rains in September as well as the hurricane in early October has caused the schedule to fall behind. Because the project was not funded in FY 2017, the use of General Fund Reserves will be needed to complete the project

STRATEGIC PLAN CONNECTION:

Reconstruction of Fiske Boulevard is an action item within the strategic plan as identified within the community development (redevelopment of the City's core) strategic issue. A neighborhood improvement plan is being developed for the Fiske Corridor that is targeted at addressing the neighborhood conditions due to a long period of disinvestment and decline. The condition of Fiske Boulevard, specifically the roadway, is a central component of the items being considered in the plan. The reconstruction of Fiske Boulevard is the catalytic project within the Fiske Neighborhood Improvement Plan.

BUDGETARY IMPACT:

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

Amount Requested	$266,786
Account Number	001-0000-389.99-50_
Account Name	General Fund Reserves_

To:

Amount Requested	$266,786
Account Number	001-3510-541.63-00 PROJECT # PWPAVE
Account Name	Capital Infrastructure

PREVIOUS ACTION:

Council has previously approved this project at the regular meeting on July 26, 2016

RECOMMENDED MOTION:

Approve a resolution amending the 2017 Budget to utilize reserves to complete a project on Fiske Blvd. started in FY 2016. Approve continuing the co-operative purchase agreement with Goodson Paving (DBA WWG) utilizing Brevard County Bid # B-4-15-57 in the amount not to exceed $ 170,478 to complete the paving and striping of Fiske Blvd from Highland Ave. to Dixon Blvd. Approve continuing the co-operative purchase agreement with Goodson Paving utilizing Brevard County Bid # B-4-17-02 in the amount not to exceed $ 96,308 to complete curb, gutter and sidewalk repair and replacement on Fiske Blvd from Highland Ave to Dixon Blvd.

Brevard COUNTY
Central Services

Florida's Space Coast

PURCHASING SERVICES
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940

Telephone: (321) 617-7390
Facsimile: (321) 617-7391

April 28, 2016

Mr. Travis Goodson
Good IV - TLC, Inc.
5020 Nova Avenue
Rockledge, FL 32955
Email: goodsonpaving@bellsouth.net

Re: Contract Renewal – Brevard County Bid #B-4-15-57, Asphaltic Concrete

Dear Mr. Goodson:

As stated in the Notice of Award dated 06/10/2015, your company was awarded the above-referenced contract, which expires on **06/21/16**. Brevard County wishes, in accordance with the terms and conditions of the original bid, to renew this contract for a one (1) year period. The effective dates of this renewal will be **06/22/16 to 06/21/17**.

If Good IV - TLC, Inc., is interested in continuing this bid for an additional one (1) year under the same terms, prices, and conditions, please indicate your acceptance and acknowledgment by signing below and returning this document via e-mail to karen.dinatale@brevardcounty.us no later than 05/04/16 in order that this renewal may be made effective.

If renewing, you are required to submit your updated insurance certifications naming the Board of County Commissioners as the other insured. Brevard County reserves the right to re-bid if renewal is not received on all awarded items.

Brevard County looks forward to continuing this relationship with your company. If you have any questions/comments, please feel free to contact Jon McLester, Procurement Supervisor at (321) 617-7390.

Sincerely,

Leslie Rothering

Leslie Rothering
Purchasing Manager

☒ ACCEPTED // ☐ REJECTED

Signature _____ Name _____

Member

Title _____ Phone _____

goodson paving @ bellsouth .net

E-mail address _____ Date _____

cc: file

WWG Asphalt

Good IV TLC, Inc.
P.O. Box 560559
Rockledge, Fl. 32955

Telephone (321) 632-4340 / Fax (321) 631-9241

July 27, 2016

TO: City of Cocoa Public Works

ATTN: Mike Giorgio

FROM: Chris Brunais

RE: Fiske Boulevard Milling & Paving (#6538)

PROPOSAL

Scope of Work:
Milling and paving with SP-12.5 asphalt on Fiske Boulevard located in Cocoa, FL. This estimate is based on field measured quantities. Payment for these items of work will be made on actual construction quantities determined upon completion of work.

Milling & Paving

Priming	14,172 SY @ $0.70	=$ 9,920.4
Pave w/2.0" SP-12.5	1,630 TN @ $75.87	=$123,668.10
Temp Striping (Double Yellow, Solid White including bike paths, Arrows, Ped. Crossing, School Markings, Stop Bars)	1 LS @ $5,600.00	=$ 5,600.00
Thermoplastic Striping	1 LS @ $29,500.00	=$ 29,500.00

Concrete Work

Curb Demo	1,352 LF @ $6.75	=$ 9,126.00
New Curb	1,352 LF @ $15.25	=$ 20,618.00
Sidewalk Demo	945 SF @ $3.50	=$ 3,307.50
New Sidewalk	945 SF @ $4.70	=$ 4,441.50
Apron Demo	3,269 SF @ $3.50	=$ 11,441.50
New Aprons	3,269 SF @ $4.70	=$ 15,364.30
ADA Ramp Demo	1,000 SF @ $5.50	=$ 5,500.00
New ADA Ramps	1,000 SF @ $40.55	=$ 40,550.00
Basin Top Demo	6 EA @ $750.00	=$ 4,500.00
New Basin Tops	6 EA @ $1,250.00	=$ 7,500.00

TOTAL **=$291,037.30**

Brevard COUNTY
Central Services

Florida's Space Coast

Purchasing Services
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940

Phone (321) 617-7390
Facsimile (321) 617-7391

NOTICE OF AWARD
October 18, 2016
BID# B-4-17-02/Concrete Sidewalk, Curb and Gutter Construction

PROCUREMENT ANALYST: Jonathan McLester, CPPO, CPPB

VENDOR	MEETS MINIMUM REQUIREMENTS	ITEMS AWARDED	TOTAL OF FIVE SAMPLE PROJECTS	CITY/STATE
Goodson Paving	**YES**	**ALL - Primary**	**$435,118.08**	**Cocoa, FL**
P.A.V.C.O.	***YES***	***All - Secondary***	***$469,274.00***	***Melbourne, FL***
Professional Services Group	YES	NONE	$479,609.74	Deland, FL
RMS Constructors	YES	NONE	$956,665.00	Orlando, FL

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA): Leslie Rothering
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Leslie Rothering, Purchasing Manager

☒ Award to Overall Lowest, most Responsive, minimum three bids received.

☐ Award to other than low, with low bid being non-responsive: (copy to Manager)
REASON FOR NON-RESPONSIVENESS:

☐ Award to low bid, less than three responses received: (copy to Manager)
REASON FOR LESS THAN THREE RESPONSES:

AWARDED BY A COMMITTEE CONSISTING OF: Bruce Black, Public Works; and Jon McLester, Central Services/Purchasing

FOR PURCHASING USE ONLY:

☐ ONE TIME PURCHASE

☒ ANNUAL BID:
EFFECTIVE DATE 10/18/16 ENDING DATE 09/30/17
RENEWAL OPTION ☒ One year ☐ Other (fill in)

☐ Prompt Payment Discount Offered ☐ Yes_____(Terms) ☒NO

☐ Performance and payment bonds received with construction contract documents.

☐ Release Cashier's Or Certified Check Received For Bid Deposit On Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:

☒ Please provide certificate of insurance. (On file for Goodson)

☐ Please provide performance and payment bonds as required.

☐ OTHER:

Bid Tabulation

Bid Title: Concrete Sidewalk, Curb & Gutter Construction
Bid No: B-4-17-02
Opening Date & Time: September 15, 2016 @ 2:15 pm
Posting Date & Time: 9/30/16 through 10/7/16 @ 5pm

			Goodson Paving		P.A.V.C.O. Contracting		Professional Svcs Group		RMS Constructors Group	
	Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Kings Mill Box Culvert										
1. Poured in Place Stucture	30.5	CY	$ 815.00	$ 24,857.50	$ 950.00	$ 28,975.00	-	-	$ 600.00	$ 18,300.00
2. Type "F" Curb	475	LF	$ 13.05	$ 6,198.75	$ 16.00	$ 7,600.00	$ 13.50	$ 6,412.50	$ 25.00	$ 11,875.00
3. 18" MES	2	EA	$ 515.00	$ 1,030.00	$ 500.00	$ 1,000.00	$ 450.00	$ 900.00	$ 1,250.00	$ 2,500.00
4. 6" Concrete Sidewalk	87	SY	$ 34.74	$ 3,022.38	$ 40.50	$ 3,523.50	$ 45.18	$ 3,930.66	$ 75.00	$ 6,525.00
5. Index 210 Type II Inlet Tops	2	EA	$ 1,625.00	$ 3,250.00	$ 1,500.00	$ 3,000.00	$ 3,100.00	$ 6,200.00	$ 1,500.00	$ 3,000.00
Tropical Elementary Turn Lane										
1. 6" Concrete Sidewalk	428	SY	$ 34.74	$ 14,868.72	$ 40.50	$ 17,334.00	$ 45.18	$ 19,337.04	$ 75.00	$ 32,100.00
2. 12" concrete sidewalk w/truncated domes	16	SY	$ 367.50	$ 5,880.00	$ 45.50	$ 728.00	$ 90.36	$ 1,445.76	$ 1,250.00	$ 20,000.00
3. 24" Drop (Miami) Curb	66	LF	$ 11.35	$ 749.10	$ 15.00	$ 990.00	$ 15.60	$ 1,029.60	$ 25.00	$ 1,650.00
4. 30" MES	26	EA	$ 635.00	$ 16,510.00	$ 600.00	$ 15,600.00	$ 500.00	$ 13,000.00	$ 2,500.00	$ 65,000.00
Wickham Park Pedway										
1. 6" Concrete Sidewalk	4941	SY	$ 34.74	$ 171,650.34	$ 40.50	$ 200,110.50	$ 45.18	$ 223,234.38	$ 75.00	$ 370,575.00
2. 12" concrete sidewalk w/truncated domes	66	SY	$ 367.50	$ 24,255.00	$ 45.50	$ 3,003.00	$ 90.36	$ 5,963.76	$ 1,250.00	$ 82,500.00
3. 18" MES	5	EA	$ 515.00	$ 2,575.00	$ 500.00	$ 2,500.00	$ 450.00	$ 2,250.00	$ 1,250.00	$ 6,250.00
Minton Rd. Turn Lanes										
1. Type "A" Curb	984	LF	$ 10.70	$ 10,528.80	$ 12.00	$ 11,808.00	$ 10.00	$ 9,840.00	$ 20.00	$ 19,680.00
2. Type "E" Curb	646	LF	$ 13.97	$ 9,024.62	$ 16.00	$ 10,336.00	$ 13.60	$ 8,785.60	$ 20.00	$ 12,920.00
3. Type "F" Curb	95	LF	$ 13.05	$ 1,239.75	$ 16.00	$ 1,520.00	$ 13.50	$ 1,282.50	$ 25.00	$ 2,375.00
4. 6" Concrete Flat Work for Separator	80	SY	$ 34.74	$ 2,779.20	$ 40.50	$ 3,240.00	$ 45.18	$ 3,614.40	$ 75.00	$ 6,000.00
Veterans Memorial Park Phase II										
1. 6" Sidewalk	3473	SY	$ 34.74	$ 120,652.02	$ 40.50	$ 140,656.50	$ 45.18	$ 156,910.14	$ 75.00	$ 260,475.00
2. 12" concrete sidewalk w/truncated domes	5	SY	$ 367.50	$ 1,837.50	$ 45.50	$ 227.50	$ 90.36	$ 451.80	$ 1,250.00	$ 6,250.00
3. 24" Type "F" Curb	870	LF	$ 13.05	$ 11,353.50	$ 16.00	$ 13,920.00	$ 13.50	$ 11,745.00	$ 25.00	$ 21,750.00
4. 6" Type "D" Curb (Trenched in")	97	LF	$ 9.70	$ 940.90	$ 16.00	$ 1,552.00	$ 17.80	$ 1,726.60	$ 20.00	$ 1,940.00
5. 18" MES	2	EA	$ 515.00	$ 1,030.00	$ 500.00	$ 1,000.00	$ 450.00	$ 900.00	$ 1,250.00	$ 2,500.00
6. 36" MES	1	EA	$ 885.00	$ 885.00	$ 650.00	$ 650.00	$ 650.00	$ 650.00	$ 2,500.00	$ 2,500.00
Total:				**$ 435,118.08**		***$ 469,274.00***		$ 479,609.74		$ 956,665.00

Intended Award: **Primary - Goodson Paving**
Secondary - P.A.V.C.O. Contracting

Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. Filing of any disputes and appeals shall be in accordance with procedures specified in bid documents.

RESOLUTION NO. 2016-131

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of December, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: PW/3510 | DATE PREPARED: 12/02/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 266,786)	001-0000-389.99-50		GENERAL FUND RESERVE	$ 4,721,479	$ 5,071,415	$ 4,804,629	$ 4,804,629
$ 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
($ 266,786)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 266,786	001-3510-541.63-00	PWPAVE	INFRASTRUCTURE	$ 0	$ 0	$ 266,786	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 266,786	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Budget transfer is needed to complete the Fiske Blvd Phase 1 roadway and sidewalk rebuild. Agenda 16-544

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 12/13/16 RESOLUTION #: 2016-131

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.

12/2/16	Michael Giorgio Digitally signed by Michael Giorgio Date: 2016.12.02 13:26:01 -05'00'	12/2/16	Lea Taylor Digitally signed by Lea Taylor Date: 2016.12.02 13:58:34 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
12/2/16	Everett J. Wegerif	12/2/16	Lora Howell Digitally signed by Lora Howell Date: 2016.12.02 14:14:38 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/23/16 - IT

Legislation Details (With Text)

File #:	16-545	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	11/28/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	Approve a Resolution adjusting the Fiscal Year 2017 Budget, transferring a duplicate entry from the State Contribution in the Firefighter Pension Plan into General Fund Contingency. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2016-130.pdf BAF-1500-State Contributions (12-13-16)~ Agenda 16-545 - FY17.pdf 2016 Cocoa NAV Agreement executed.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 28, 2016
Agenda Date: December 13, 2016
Prepared By: Lora Howell, Deputy Finance Director
Through: Teri Butler, CGFO, Finance Director
Requested Action:
Approve a Resolution adjusting the Fiscal Year 2017 Budget, transferring a duplicate entry from the State Contribution in the Firefighter Pension Plan into General Fund Contingency and a portion into Contract Services for Non-Ad Valorem Assessment Fees.

BACKGROUND:

During the Fiscal Year 2017 budgeting process, the State Contribution for Firefighters' Pension Plan was inadvertently budgeted twice in the amount of $128,299. The budget was entered once within Fire Administration budget (2200), and the second time within Fire Operations budget (2201). This budget transfer will move $124,214 from Fire Operations into General Fund Contingency and the erroneous account has since been inactivated to prevent this from happening in the future.

The remaining funds of $4,085 will be moved into Contract Services to cover the costs of Non-Ad Valorem Assessment Fees, which the Property Appraisers Office began assessing the City this year. These fees are based upon the number of parcels which the City submitted to the Property Appraiser during the Fire Assessment process and will be invoiced to the City this Fiscal Year.

STRATEGIC PLAN CONNECTION:

To provide for financial transparency in budgeting.

BUDGETARY IMPACT:

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

Amount Requested	$124,214
Account Number	001-1600-513-39-00
Account Name	Contingency

Amount Requested	$4,085
Account Number	001-2201-522-34-00
Account Name	Contract Services

Source of Funds: 001-2201-522.22-02 Fire Operations State Pension Contribution

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution adjusting the Fiscal Year 2017 Budget, transferring a duplicate entry from the State Contribution in the Firefighter Pension Plan into General Fund Contingency and a portion into Contract Services for Non-Ad Valorem Assessment Fees.

RESOLUTION NO. 2016-130

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 13th day of December, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 11/28/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 128,299)	001-2201-522.22-02		STATE CONTRIBUTIONS	$ 128,299	$ 128,299	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 128,299)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 124,214	001-1600-513.39-00		CONTINGENCY	$ 325,000	$ 266,390	$ 390,604	$ 394,689
$ 4,085	001-2201-522.34-00		CONTRACT SERVICES	$ 0	$ 0	$ 4,085	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 128,299	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

During the FY17 budgeting process, the State Contribution for Fire Pensions was inadvertently budgeted in divisions 2200 and 2201. The excess amount is being moved to contingency and contract services due to a new fee incurred, by the Property Appraisers for processing and distributing Non-Ad Valorem assessment information. Agenda 16-545.

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 12/13/16 RESOLUTION #: 2016-130

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.

12/2/16	Lea Taylor Digitally signed by Lea Taylor Date: 2016.12.02 11:02:58 -05'00'	12/2/16	Lea Taylor Digitally signed by Lea Taylor Date: 2016.12.02 14:12:21 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
12/2/16	Gene Prince Digitally signed by Gene Prince DN: cn=org, o=cocoa fl, ou=Fire Administration, cn=Gene Prince, email=gprince@cocoafl.org Date: 2016.12.02 13:37:33 -05'00'	12/2/16	Lora Howell Digitally signed by Lora Howell Date: 2016.12.02 14:24:19 -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 #: _____

AGREEMENT

Between

BREVARD COUNTY PROPERTY APPRAISER

And

CITY OF COCOA

For

NON-AD VALOREM ASSESSMENTS

An AGREEMENT made this 1st day of May, 2016, between Dana Blickley, CFA, acting in her capacity as the Brevard County Property Appraiser ("Property Appraiser"), and CITY OF COCOA ("COCOA") located in Brevard County.

WITNESSETH:

WHEREAS, COCOA has adopted the uniform method of levying and collecting non-ad valorem assessments, pursuant to Section 197.3632, Florida Statutes, for the tax year 2016 and each succeeding year until this agreement is terminated pursuant to Paragraph 11 below.

WHEREAS, COCOA notified the Property Appraiser of said election to utilize the uniform method of collecting non-ad valorem assessments in compliance with the notice requirements of Section 197.3632, Florida Statutes; and

WHEREAS, pursuant to Section 197.3632(2), Florida Statutes, in order to accomplish that intent, COCOA is required to enter into a written agreement with the Property Appraiser regarding the method of reimbursement of necessary administrative costs incurred in effecting the uniform method of tax collection; and

WHEREAS, the parties hereto desire to enter into said written agreement as stated in section 197.3632, Florida Statutes; and

NOW THEREFORE, in consideration of the mutual promises, premises, covenants and conditions herein, it is hereby mutually agreed between the parties as follows:

1. The Property Appraiser agrees to perform the following services for COCOA:
   a) Create a Non-Ad Valorem Assessment Roll for COCOA continuing in the 2016 tax year and each succeeding year until this agreement is terminated by either of the parties pursuant to Paragraph 11 below, using data provided annually to the Property Appraiser by COCOA per the attached Calendar for Implementation of Non-Ad Valorem Assessment.

b) Provide COCOA with an annual data file in a compatible format that contains owner information and a preliminary estimate of each type of property within COCOA (e.g., single family residential, vacant land, condominium, etc.) for COCOA's planning purposes in establishing its non-ad valorem assessments.
c) Receive from COCOA its non-ad valorem assessment levy for each type of property and extend that amount against each parcel of real property within COCOA.
d) Deliver COCOA's Uniform Non-Ad Valorem Assessment Roll to the Brevard County Tax Collector's Office so that the tax bills mailed on or about November 1 will include the amount for COCOA's non-ad valorem assessment levies.

2) COCOA agrees to perform the following acts in connection with this agreement:
a) Advise the property owners within COCOA in an appropriate and lawful manner of COCOA's intention to utilize the uniform non-ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes, and carry out its responsibilities under said sections.
b) Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll pursuant to the Calendar for Implementation of Non-Ad Valorem Assessment.
c) Advise the property owners within COCOA as appropriate that the Property Appraiser's office is acting in a ministerial capacity for COCOA in connection with the non-ad valorem assessments.
d) Provide and pay for the legal defense of the Property Appraiser for any litigation arising out of, or related to, the levy and/or collection of non-ad valorem assessments by COCOA provided that the COCOA shall do so with its own attorneys and only to the extent that the litigation arises from the negligence or wrong-doing of COCOA. COCOA's liability hereunder shall not exceed the waiver of immunity afforded COCOA by statutory construction.

3) The parties understand that the Property Appraiser shall not warrant either the legal efficacy or validity of any levies made by COCOA as non-ad valorem assessments, or the correctness of the amount of levy or charge imposed against any parcel or parcels of real property subject to such levy. All requests of claims made by any affected property owner for correction of errors shall be processed by COCOA. Further, any errors made in the amount of the levy, or in the manner of said levy, or any other error associated with the levy of non-ad valorem assessments by COCOA, shall be processed and corrected by the COCOA subject to any agreements with other governmental agencies or officials.

4) Within 30 days of invoice, the Property Appraiser shall be compensated by COCOA for all administrative costs incurred in carrying out this agreement at the rate of $0.50 per parcel. The parties understand this rate per parcel does not include any amount for extraordinary programming or other services required by COCOA. For purposes of this agreement, "extraordinary programming" shall mean the creation of customized computer programs, assessment calculation routines or creation of data not normally used by the Property Appraiser. The parties acknowledge that the use of extraordinary programs or creation of data not normally used by the Property Appraiser is not anticipated. However, in the event that the use of extraordinary programming or creation of such data is required, the Property Appraiser shall estimate the cost of such programming or creation of such data and inform COCOA of such cost in writing in advance. The Property Appraiser will not engage in such extraordinary programming nor creation of such data without prior written approval from COCOA.

5) The specific duties to be performed under this agreement and their respective timeframes are contained in Attachment A, which is incorporated herein by reference.

6) This agreement constitutes the entire agreement of the parties and can only be modified in writing. If the Property Appraiser or COCOA determine this Agreement needs modification, said modification must be in writing, signed by both parties, and entered into prior to January 1st of the tax year in which such modification is to become effective.

7) This agreement is govern by and construed in accordance with Florida law. Any and all legal action necessary to enforce this agreement will be held in Brevard County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy

8) All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.

9) All communications required by this agreement shall be in writing and sent by first class mail or email to the other party. Notices to COCOA shall be addressed to:

CITY OF COCOA
Attention: Teri Butler
City of Cocoa (Fire)
65 Stone St.
Cocoa, Fl 32922
Phone: 321-433-8626
Email: tbutler@cocoafl.org

Notices to the Property Appraiser shall be addressed to:

Dana Blickley, CFA
Brevard County Property Appraiser
400 South Street, 5th Floor
Titusville, FL 32780
Phone: 321-264-6700
Email: appraiser@bcpao.us

10) This Agreement may be terminated by either party upon written notice by the terminating party to the other party, providing for termination for the succeeding year. Such notice shall be sent no later than January 1 of the succeeding year. Property Appraiser will perform no further work after the written termination notice is received. If any work is in progress at the time of notice of termination, any and all work, documents, reports, non-ad valorem assessment rolls prepared up to the date of termination shall be submitted to COCOA.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the say and year first above written.

PROPERTY APPRAISER

DANA BLICKLEY
BREVARD COUNTY PROPERTY APPRAISER

CITY OF COCOA

NAME: John A. Titkanich, Jr.

TITLE: City Manager

ATTACHMENT "A"

Calendar for Implementation of Non-Ad Valorem Assessment

TASK TO BE PERFORMED ON AN ANNUAL BASIS	DUE DATE
1. Property Appraiser to provide the COCOA with an electronic file that includes owner name, property address and parcel ID, property classifications and acreage. Note: The file shall be in a text or MS Excel file format and shall include a file layout of all data fields, as well as a description of all codes.	On or prior to June 1
2. COCOA reviews assessment data (unit counts, square footage amounts, property classifications, etc.) provided by the Property Appraiser for accuracy, and notifies the Property Appraiser of any corrections.	From June 1 to July 31
3. In conformance with Fla. Stat. 197.3632, COCOA certifies the final non-ad valorem assessment rates, and provides the Property Appraiser with a certified copy of the resolution adopting the rates.	Within 3 days of adoption of the final resolution.
4. Property Appraiser delivers COCOA's non-ad valorem non-ad valorem assessment rolls to the Brevard County Tax Collector.	At the time of ad valorem tax roll certification
5. Property Appraiser provides COCOA a file of the non-ad valorem assessment roll delivered to the Brevard County Tax Collector as the final record of delivery of non-ad current year assessment.	30 days after delivery of non-ad valorem assessment to Brevard County Tax Collector

Legislation Details (With Text)

File #:	16-549	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	11/29/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	Approve a Resolution Amending the FY2017 Budget to Cover the Continuation of Work for Capital Projects that were under budgeted or not budgeted in FY2017. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2016-132 BAF-UT-FY17 Addtional Project Budget pg 1 & 2 (12-13-16) Agenda 16-549 FY - 17.pdf Attachment 1 - List of Projects				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 29, 2016
Agenda Date: December 13, 2016
Prepared By: Norma E. Hernandez, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:

To Approve a Resolution Amending the FY2017 Budget to Cover the Continuation of Work for Capital Projects that were under budgeted or not budgeted in FY2017

BACKGROUND:

The Utilities Department has various ongoing capital projects budgeted in FY2016. Many of the projects are complex and their project durations are more than a single year. Some projects were not completed in FY2016 and need to continue in FY2017. These projects were budgeted in FY2016 under Accounts 421-4010-536.31-00, 421-4055-536.63-00, 421-4120-536.63-00, and 421-4125-536.63-00.

Because Staff prepares the budget months prior to the close out of the fiscal year, Staff uses its best judgement to estimate the needed funds in FY2017. Some of these projects were expected to be completed in FY2016; however, due to construction delays and other factors, they were not completed and need to continue in FY2017. Staff budgeted funds in FY2017 based on the amount of work completed in FY2016 but some projects have insufficient funds and some are not budgeted at all.

Staff is requesting City Council approval for the continuation of work of these projects as multi-year

contracts from FY2016 through FY2017. Attachment 1 shows the project balances after payment of the final invoice for FY2016 including the available contingency to true up the balances on all capital projects and the requested totals for each project include the costs of construction services or other consulting fees as necessary.

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

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, but insufficient
If not budgeted, is amendment/transfer attached?	Yes

Amount Requested $5,367,921

Account Number:	421-4055-536.63-00	$2,977,920	Multiple Projects
	421-4010-536.31-00	$479,454	WS17AF
	421-4120-536.63-00	$1,389,940	WS1222
	421-4125-536.63-00	$520,605	WSLS04

Source of Funds: 421-0000-389.99-50 $5,367,921
Fund Balance Unrestricted (Reserves)

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

PREVIOUS ACTION:

On November 25, 2014, City Council approved Bid B-15-01-COC, with Brandes Design-Build, Inc. for Construction to Replace the Five Million Gallon Industrial Park Tank and Pump Station as a multi-year contract from FY2015 through FY2016.

On August 12, 2014, City Council approved Task Order 2014-58 with CH2M Hill Engineers, Inc. for SCADA Support Hardware Integration Services.

On April 12, 2016, City Council approved Bid B-16-05-COC, Sellers WRF MCC and Conduit Replacement, to Chinchor Electric, Inc. for construction of the Motor Control Centers 1 - 6 and Conduit Replacement as a multi-year contract from FY2016 through FY2017.

On March 25, 2014, Sole Source with Baskerville-Donovan, Inc. was approved for the Dixon Blvd. 12” Water Main Replacement, Engineering Design Services.

On December 8, 2015, City Council approved Bid B-15-23-COC, Claude H. Dyal Water Treatment Plant Surface Water Plant Clearwell Addition and Reject Pond Rehabilitation Improvements with

Petticoat-Schmitt as a multi-year contract from FY2016 through FY2018.

On July 8, 2014, City Council approved Bid B-14-12-COC to IEM Power Systems LLC for the Dyal WTP Switchgear & Generator Closed Loop Transition Upgrades.

On July 26, 2016, City Council approved Bid B-16-10-COC, Florida Avenue Streetscape Project to DP Development of the Treasure Coast, LLC as a multi-year contract from FY2016 through FY2017.

On December 9, 2014, City Council approved Task Order 2015-65 with CH2M Hill Engineers, Inc. for bidding, permitting and Engineering Services During Construction (SDC) of the Claude H. Dyal WTP Elevated Walkway Improvements as a multi-year contract from FY2015 through FY2016.

On July 26, 2016, City Council approved Task Order 2016-75 with CH2M Hill; Task Order 2016-40 with CDM Smith; and Sole Source Purchase from Burton & Associates (Hawksley) for Privatization Services as a multi-year services from FY2016 through FY2017.

On June 14, 2016, City Council approved Bid B-16-14-COC, Lift Station No. 4 Improvements, with L7 Construction as a multi-year contract from FY2016 through FY2017.

On September 8, 2016, Sole Source with Allen Engineering, Inc. was approved for the Cocoa Fire Station #3 for design, construction drawings and specs for the proposed wastewater collections system.

RECOMMENDED MOTION:

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

powered by Legistar™

RESOLUTION NO. 2016-132

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 13th day of December, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Resolution No. 2016-
Page 1 of 1

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 4055 | DATE PREPARED: 11/30/16

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,796,910	421-0000-389.99-50		Bal Fwd/Fund Bal-Approp - Reserves	$ 22,505,433	$ 23,359,074	$ 26,155,984	$ 26,155,984
$ 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
$ 2,796,910	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 582,226	421-4055-536.63-00	WS1001	Infrastructure	$ 17,432,098	$ 18,285,739	$ 18,867,965	$ 7,238,404
$ 244,882	421-4055-536.63-00	WS1117	Infrastructure	$ 17,432,098	$ 18,867,965	$ 19,112,847	$ 7,483,286
$ 14,750	421-4055-536.63-00	WS1401	Infrastructure	$ 17,432,098	$ 19,112,847	$ 19,127,597	$ 7,498,036
$ 1,872,357	421-4055-536.63-00	WS1402	Infrastructure	$ 17,432,098	$ 19,127,597	$ 20,999,954	$ 9,370,393
$ 42,100	421-4055-536.63-00	WS1426	Infrastructure	$ 17,432,098	$ 20,999,954	$ 21,042,054	$ 9,412,493
$ 40,595	421-4055-536.63-00	WS1506	Infrastructure	$ 17,432,098	$ 21,042,054	$ 21,082,649	$ 9,453,088
$ 2,796,910	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer of funds to cover under budgeted or not budgeted capital projects to continue in FY2017. See attached table for detailed information.

This is page 1 of 2
Agenda File ID 16-549 for the December 13, 2016, Council meeting.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 12/13/16 *RESOLUTION #:* 2016-132

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.

11/30/16	Norma Hernandez	11/30/16	Lea Taylor Digitally signed by Lea Taylor Date: 2016.11.30 16:02:02 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/30/16	John "Jack" Walsh	11/30/16	Lora Howell Digitally signed by Lora Howell Date: 2016.11.30 16:36:01 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 4055 | DATE PREPARED: 11/30/16

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,571,011	421-0000-389.99-50		Bal Fwd/Fund Bal-Approp - Reserves	$ 22,505,433	$ 26,155,984	$ 28,726,995	$ 28,726,995
$ 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
$ 2,571,011	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 165,612	421-4055-536.63-00	WS16EW	Infrastructure	$ 17,432,098	$ 2,182,649	$ 2,348,261	$ 9,618,700
$ 15,400	421-4055-536.63-00	CP16F3	Infrastructure	$ 17,432,098	$ 2,348,261	$ 2,363,661	$ 9,634,100
$ 479,454	421-4010-536.31-00	WS17AF	Professional Services	$ 1,194,925	$ 1,194,925	$ 1,674,379	$ 1,561,802
$ 1,389,940	421-4120-536.63-00	WS1222	Infrastructure	$ 1,304,600	$ 1,304,600	$ 2,694,540	$ 2,521,260
$ 520,605	421-4125-536.63-00	WSLS04	Infrastructure	$ 55,500	$ 55,500	$ 576,105	$ 1,031,005
$ 0				$ 0	$ 0	$ 0	$ 0
$ 2,571,011	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To transfer of funds to cover under budgeted or not budgeted capital projects to continue in FY2017. See attached table for detailed information.

This is page 2 of 2
Agenda File ID 16-549 for the December 13, 2016, Council meeting.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 12/13/16 *RESOLUTION #:*

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

11/30/16 Norma Hernandez (Digitally signed by Norma Hernandez)	11/30/16 Lea Taylor (Digitally signed by Lea Taylor Date: 2016.11.30 16:05:53 -05'00')	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
11/30/16 John "Jack" Walsh (Digitally signed by John "Jack" Walsh)	11/30/16 Lora Howell (Digitally signed by Lora Howell Date: 2016.11.30 16:36:41 -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 #: _____

PROJECTS CONTINUING IN FY2017 (INSUFFICIENT FUNDS AND/OR NOT BUDGETED)

Proj #	FY16 P.O.	Description	Vendor Name	FY16 Beginning Balance	FY16 Remaining Balance as of 9-30-16	Amount Budgeted in FY2017	Funds Required
WS1001	67460	T.O. 2014-14 Industrial Park PS - Const Phase	Quentin Hampton	$ 94,034.11	$ 26,064.34		
WS1001	67318	Industrial Park Pump Station Improvements	Brandes	$ 1,604,706.41	$ 806,347.80		
WS1001		Contingency			$ 235,567.53		
		TOTAL PROJECT AMOUNT			**$ 1,067,979.67**	**$ 485,754.00**	$ 582,225.67
WS1117	67262	T.O. 2014-58 SCADA Support HW Integration Systems	CH2M Hill	$ 1,369,468.90	$ 13,217.56		
WS1117		Contingency			$ 231,664.40		
		TOTAL PROJECT AMOUNT			**$ 244,881.96**	$ -	$ 244,881.96
WS1222	68119	Sellers MCC & Conduit Replacement (4120) *	Chinchor Electric	$ 2,122,182.00	$ 1,938,748.67		
WS1222	67346	BNR Improvements (Account 4120-63-00)	Brandes	$ 78,987.55	$ 33,812.06		
WS1222	67329	T.O. 23 - Bid & Const Svcs - BNR Improvements	CDM Smith	$ 33,820.00	$ 670.00		
WS1222		Contingency Brandes			$ 4,490.41		
WS1222		Contingency Chinchor			$ 212,218.20		
		TOTAL PROJECT AMOUNT			**$ 2,189,939.34**	**$ 800,000.00**	$ 1,389,939.34
WS1401	67554	Dixon Blvd. 12" Water Main Replacement	Baskerville-Donovan	$ 14,750.00	$ 14,750.00		
		TOTAL PROJECT AMOUNT			**$ 14,740.00**	$ -	$ 14,750.00
WS1402	67619	Surface Water Clear Well and Reject Pond	Petticoat-Schmitt	$ 8,636,311.00	$ 6,815,828.77		
WS1402	67522	T.O. 2016-71 Surface Water Clear Well Addition SDC	CH2M Hill	$ 910,457.00	$ 692,838.42		
WS1402		Contingency			$ 789,589.00		
		TOTAL PROJECT AMOUNT			**$ 8,298,256.19**	**$ 6,425,900.00**	$ 1,872,356.19
WS1426	67525	Dyal Switchgear/Closed Loop Transmission Upgrades	IEM Power Systems	$ 342,291.40	$ 440.83		
		Contingency			$ 41,659.00		
		TOTAL PROJECT AMOUNT			**$ 42,099.83**	$ -	$ 42,099.83
WS1506	68726	Bid B-16-10-COC Florida Avenue Streetscape *	DP Development	$ 11,172.00	$ 1,117.20		
WS1506	68318	T.O. 2016-24 Florida Ave WM Replacement - Const Ph	Bussen-Mayer	$ 44,860.00	$ 39,476.80		
WS1506		Contingency			$ 312,139.00		
		TOTAL PROJECT AMOUNT			**$ 352,733.00**	**$ 1,898,159.00**	$ 40,594.05

Proj #	FY16 P.O.	Description	Vendor Name	FY16 Beginning Balance	FY16 Remaining Balance as of 9-30-16	Amount Budgeted in FY2017	Funds Required
WS16EW	67359	Bid B-15-09-COC Elevated Walkway Improvements	Brandes	$ 930,754.44	$ 130,380.44		
WS16EW	67360	T.O. 2015-65 Elevated Walkway Improvements - SDC	CH2M Hill	$ 167,417.65	$ 9,276.11		
		Contingency			$ 25,954.56		
		TOTAL PROJECT AMOUNT			**$ 165,611.11**	$ -	$ 165,611.11
WS17AF	68605	T.O. 2016-75 Utility Privatization Services (Potable Water)	CH2M Hill	$ 899,567.00	$ 847,086.89		
WS17AF	68606	T.O. 2016-40 Utility Privatization Services (Wastewater)	CDM Smith	$ 158,970.00	$ 158,970.00		
WS17AF	86807	T.O. 16 Pricing Proposal for PAFB/CCAFS Utility Privatization	Burton & Assoc	$ 189,591.00	$ 189,591.00		
		Contingency			$ 283,806.00		
		TOTAL PROJECT AMOUNT			**$ 1,479,453.89**	**$ 1,000,000.00**	$ 479,453.89
WSLS04	68282	T.O. 39 Bid & Const Services - LS #4 Improvements	CDM Smith	$ 25,000.00	$ 9,734.40		
WSLS04	68449	Bid B-16-14-COC Const of LS #4 Improvements Project	L7 Construction	$ 561,700.00	$ 534,700.00		
		Contingency			$ 56,170.00		
					$ 600,604.40	**$ 80,000.00**	$ 520,604.40
CP16F3	68825	Cocoa FS #3 - Regional Lift Station for additional svcs	Allen Engineering	$ 15,400.00	$ 15,400.00	$ -	$ 15,400.00
		TOTAL FUNDS REQUIRED				**$**	**5,367,916.44**

Legislation Details (With Text)

File #:	16-483	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	10/18/2016		**In control:**	City Council	
On agenda:	12/13/2016		**Final action:**		
Title:	Approve the First Amendment of a multi-year Continuing Services Agreement with Quentin L. Hampton Associates, Inc. (Port Orange) RFQ-14-18-COC, for multi-year streetscape engineering and design services effective December 23, 2016 through December 22, 2020. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	QLH COI 2016 Oct QLH CSA for Streetscape Engineering and Design Services QUENTIN L HAMPTON 1st Amendment - RFQ-14-18-COC				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 18, 2016
Agenda Date: December 13, 2016
Prepared By: Joan A. Junkala, Economic Development Manager
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
To approve the First Amendment of a multi-year Continuing Services Agreement with Quentin L. Hampton Associates, Inc. (Port Orange) RFQ-14-18-COC, for multi-year streetscape engineering and design services effective December 23, 2016 through December 22, 2020.

BACKGROUND:

In August 2014, staff followed Purchasing Policies and Procedures and submitted a bid specification document to the Purchasing Division for a competitive sealed bidding process. The bid consisted of streetscape design and engineering, including landscape, hardscape, and other streetscaping elements such as “complete streets” and traffic calming as well as construction oversight, bid preparation, and attend public meetings as needed, on a continuing basis from the start date indicated on the contract for two (2) years through December 22, 2016.

Purchasing prepared all required forms and sent out invitations and notifications to bid (Bid# B-14-18-COC). Sealed bids were opened on September 12, 2014 from ten (10) responding firms. On September 26, 2014, bids were reviewed, scored, and ranked by the Selection Committee consisting of the CRA Program Manager, Deputy Community Services Director, Community Services Director, and Public Works Director, with the recommendation that Quentin L. Hampton Associates, Inc. be

awarded the bid.

The Agreement is renewable for four (4) twelve (12) month periods, at the same rates, not to exceed a total contract term of six (6) consecutive years, at the approval of both parties and contingent on funds. The Agreement was effective December 23, 2014, through December 22, 2016, by approval of the Cocoa City Council.

Quentin L. Hampton Associates, Inc. has agreed to a multi-year Agreement commencing December 23, 2016 and terminating December 22, 2020. The attached Agreement is Amendment #1 for streetscape design and engineering services.

Staff requests Cocoa City Council approval to renew the first Amendment for another four (4) years commencing December 23, 2016 and terminating December 22, 2020.

STRATEGIC PLAN CONNECTION:

To approve the First Amendment of a multi-year Purchase Agreement with Quentin L. Hampton Associates, Inc. (Port Orange) RFQ-14-18-COC, for multi-year streetscape engineering and design services effective December 23, 2016 through December 22, 2020.

BUDGETARY IMPACT:

This is a multi-year agreement.

PREVIOUS ACTION:

On October 28, 2014, Cocoa City Council approved a Continuing Services Agreement with Quentin L. Hampton Associates, Inc. for streetscape design and engineering services.

RECOMMENDED MOTION:

To approve the First Amendment of a multi-year Continuing Services Agreement with Quentin L. Hampton Associates, Inc. (Port Orange) RFQ-14-18-COC, for multi-year streetscape engineering and design services effective December 23, 2016 through December 22, 2020.

powered by Legistar™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/18/2016

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
Caton-Hosey Insurance
3731 Nova Rd.
Port Orange FL 32129

CONTACT NAME: Melissa Adrian, CPSR
PHONE (A/C, No, Ext): (386)767-3161 **FAX (A/C, No):** (386)760-1770
E-MAIL ADDRESS: melissa@catonhosey.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : Westfield Insurance Company	24112
INSURER C : Commerce & Industry	19410
INSURER D : Continental Casualty Ins Co C/o Cna	20443
INSURER E :	
INSURER F :	

INSURED
QUENTIN L HAMPTON & ASSOCIATES INC
PO BOX 290247
PT ORANGE FL 32129

COVERAGES **CERTIFICATE NUMBER:** CL164814921 **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:	X		1069074479	4/5/2016	4/5/2017	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CWP0986697	4/5/2016	4/5/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			00009319	4/5/2016	4/5/2017	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1069060341	4/5/2016	4/5/2017	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Cocoa is included as an Additional Insured for Liability Only with respects to operations of the Named Insured.

CERTIFICATE HOLDER
jjunkala@cocoafl.org

City of Cocoa
65 Stone Street
Cocoa, FL 32922

CANCELLATION
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
John Hosey/ATHOMP

© 1988-2014 ACORD CORPORATION. All rights reserved.

Office of the City Clerk
Joan Clark, MMC, City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8488 I Fax: (321) 433-8455

December 24, 2014

Marcia L. Turner, Admin. Services Manager
Quentin L. Hampton Associates, Inc.
P.O. Drawer 290247
Port Orange FL 32129-0247

Re: Continuing Services Agreement for Streetscape Engineering and Design Services

Dear Ms. Turner:

I have enclosed the above referenced agreement as executed by all parties.

If you have any questions or require additional information, please feel free to call.

Sincerely,

Joan Clark, MMC
City Clerk
City of Cocoa

c: S. Belden, Community Services Director
S. McGrady, CRA Program Manager
T. Eastburn, Purchasing

CONTINUING SERVICES AGREEMENT
FOR STREETSCAPE ENGINEERING AND DESIGN SERVICES

THIS AGREEMENT is made and entered into this 23rd day of December, 2014, by and between the **City of Cocoa**, a political subdivision of the State of Florida, hereinafter referred to as "**City**", located at 65 Stone Street, Cocoa, FL 32922, and **Quentin L. Hampton Associates, Inc., 4401 Eastport Parkway, Port Orange, Florida 32129-0247,** a Florida Corporation, hereinafter referred to as "**Engineer**".

WITNESSETH

WHEREAS, the City wishes to obtain streetscape engineering and design services on a continuing basis; and

WHEREAS, Engineer responded to the City's RFQ was selected by the Streetscape Engineering and Design Services Selection Committee and has previously performed work for the City to the satisfaction of the City; and

WHEREAS, the Engineer is willing to provide such services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows;

1.0 INCORPORATION OF RECITALS

The foregoing recitals are true and correct and by this reference are fully incorporated into this Agreement.

2.0 TERM AND DEFINITIONS

The initial contract period shall be for two (2) years and will begin on the Effective Date and shall terminate two (2) years after the Effective Date. Annual contract renewal(s) may be based upon satisfactory performance by Engineer and funding as made available by the City through its regular budgeting process on an annual basis. Total Contract term will not exceed a period of six (6) consecutive years.

Terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task Order in effect at the termination of this Agreement shall remain in effect until completion of said Task Authorization, and all of the terms and conditions of this agreement shall survive until completion of all Task Orders.

Definitions: The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

A. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Engineer to provide the services approved by Task Authorization by the City.

B. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

C. "Engineer" shall mean Quentin L. Hampton Associates, Inc., and its principals, employees, resident project representatives (and assistants).

D. "Public Record" shall have the meaning given in Section 119.011(12), Florida Statutes.

E. "Reimbursable Expenses" shall mean the actual expenses the City agrees to reimburse by Task Authorization.

F. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Authorization.

G. "City" shall mean City of Cocoa, Florida.

H. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 3.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 4.0 herein, which sets forth the work to be performed by Engineer under this agreement.

I. "Request for Qualifications" or "RFQ" shall mean RFQ #Q-14-18-COC.

3.0 DESCRIPTION OF SERVICES

The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as Attachment "A." The detailed cost breakdown of the lump sum fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a

Task Order may include any engineering services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services.

4.0 CHANGES IN THE SCOPE OF WORK

City may make changes in the Services at any time by giving written notice to Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and Engineer shall be compensated for said services in accordance with the terms of Article 6.0 herein. All change orders shall be authorized in writing by City's and Engineer's designated representative.

All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

5.0 SCHEDULE

Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Engineer shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

No extension for completion of services shall be granted to Engineer without City's prior written consent, except as provided in Sections 4.0 and 20.0 herein.

Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

6.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

General Services. For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 3.0 and 4.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any

Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Engineer to render additional Services pursuant to paragraphs 3.0 and 4.0, the City agrees to pay the Engineer an amount equal to that billed Engineer by the independent professional associates and consultants. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

Witness Services. For witness or expert services rendered by Engineer's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Engineer or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act s.218.70 et. seq., Florida Statutes.

Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Engineer.

Errors and Deficiencies. Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Engineer's services provided under this Agreement.

Payment Offsets. To the extent that Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's performance of any services provided under this Agreement.

Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in

compensation be made or recognized. Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

7.0 RIGHT TO INSPECTION

The City or its affiliates shall at all times have the right to review or observe the services performed by Engineer. No inspection, review, or observation shall relieve Engineer of its responsibility under this Agreement.

8.0 PROGRESS MEETING

The City's designated Project Manager may hold periodic progress meetings on an as needed basis during the term of any streetscaping project entered into under this Agreement. Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

9.0 SAFETY

Engineer shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing services provided hereunder.

10.0 REASONABLE ACCESS

During the term of this agreement, City shall grant Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this agreement.

11.0 INSURANCE

During the term of this agreement, Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below:

A. Professional Liability: Proof of Professional Liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit for each occurrence.

B. The Engineer shall maintain Comprehensive General Liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Engineer from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which

may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

C. The Engineer shall maintain Comprehensive Automobile Liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Engineer from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

D. The Engineer shall maintain, during the life of this agreement, adequate Workers' Compensation Insurance Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the City pursuant to this agreement.

Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement.

The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policy included in subsection 11.0 A as "Certificate Holder." Further, the City shall be named on the insurance policies included in subsections 11.0 B, 11.0 C, and 11.0 D herein as "additional insured." The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement.

Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

12.0 COMPLIANCE WITH LAWS AND REGULATIONS

Engineer shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

13.0 REPRESENTATIONS

Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to conduct reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the Services (if any). The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement.

Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 3.0 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any

Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

Engineer represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

14.0 GUARANTEE AGAINST INFRINGEMENT

Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Engineer shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents, assigns, and servants from and against any and all liability including expenses, legal or otherwise, for actual or alleged infringement or any patent, copyright, or trademark resulting from the sue of any goods, services, or other item provided under this Agreement. Notwithstanding the foregoing, Engineer may elect to provide non-infringing services.

15.0 DOCUMENTS

Public Records: In accordance with section 119.0701, Florida Statutes, Engineer agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. Engineer agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. Engineer also agrees to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes or as otherwise provided by law. Engineer shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, Engineer shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Engineer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If Engineer does not comply with a public records request, the City shall have the right to enforce the provisions of this paragraph. In the event that Engineer fails to comply with the

provisions of this paragraph, and the City is required to enforce the provisions of this paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to Engineer's failure to comply with the provisions of this paragraph, the City shall be entitled to collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against Engineer. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of Engineer's failure to comply with the provisions of this Paragraph. This paragraph shall survive the termination of this Agreement.

Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

16.0 ASSIGNMENT

Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

If any part of this Agreement is subcontracted by Engineer, prior to the commencement of any Work by the subcontractor, Engineer shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

17.0 INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Engineer shall be considered an independent contractor and not an employee of the City.

18.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

A. Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

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

C. Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

D. Engineer has committed any act of fraud upon the City; or

E. Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or

F. Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

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

19.0 TERMINATION

Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to paragraph 18.0 herein; (b) Engineer makes a general assignment for the benefit of its creditors; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement.

In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice.

In the event of termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

20.0 FORCE MAJEURE

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement.

21.0 GOVERNING LAW & VENUE

This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

22.0 ATTORNEYS' FEES

In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation or controversy shall be entitled to recover from the other party or parties all reasonable attorneys' fees and paralegal fees, expenses and suit costs, including those associated with any appellate or post-judgment collection proceedings.

23.0 HEADINGS

Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

24.0 SEVERABILITY

In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable.

25.0 NON-WAIVER

No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

26.0 THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

27.0 PROHIBITION AGAINST CONTINGENT FEES

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

28.0 ENTIRE AGREEMENT

This Agreement, including any Task Authorizations, Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City

and Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

29.0 NO JOINT VENTURE

Nothing herein shall be deemed to create a joint venture or principal Agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

30.0 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement, but such counterparts shall together constitute but one and the same instrument.

31.0 INTERPRETATION

City and Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

32.0 NOTICE

Any notice, request, instruction, or other document to be given as part of this Agreement shall be in writing and shall be deemed given under the following circumstances: when delivered in person; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

For City:
City of Cocoa
John A. Titkanich, Jr., City Manager
65 Stone Street
Cocoa, FL 32922
Phone: 321-433-8660
Fax: 321-433-8690

For Engineer:
Quentin L. Hampton Associates, Inc.
David A. King, P.E., Vice President
4401 Eastport Parkway
Port Orange, FL 32127
Phone: 386-761-6810
Fax: 386-761-3977

Either party may change the notice address by providing the other party written notice of the change.

33.0 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two-hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three-hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

34.0 CORPORATE REPRESENTATIONS BY ENGINEER

Engineer hereby represents and warrants to the City the following:

A. Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

B. The undersigned representative of Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of Engineer.

35.0 INDEMNIFICATION

Engineer shall indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed by the Engineer in the performance of the Agreement and any Task Order.

Engineer shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Engineer's breach and caused by other persons employed by the Engineer in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in this Paragraph 35 shall survive termination of this Agreement.

36.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way

responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

37.0 RECORD DRAWINGS

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

38.0 ADDITIONAL ASSURANCES

The Engineer for itself and its Sub-consultants, if any, certifies that:

A. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

B. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement,

employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

C. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

D. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than Engineer's undersigned representative execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA, FLORIDA

BY: _____
JOHN A. TITKANICH, JR.
CITY MANAGER

ATTEST:

BY: _____ 12/23/2014
JOAN CLARK
CITY CLERK

CORPORATE SEAL

ENGINEER:

QUENTIN L. HAMPTON ASSOCIATES, INC.

BY: _____
DAVID A. KING, P.E.
VICE PRESIDENT

ATTACHMENT A

to Continuing Services Agreement for Streetscape Engineering and Design Services between City of Cocoa and Quentin L. Hampton Associates Inc.

HOURLY RATES AND FEES SCHEDULE

(Revised December 15, 2014)

Design, Permitting, Bidding and Construction Phase Services

Position	Hourly Rate
Principal	$178.50
Project Manager	$178.50
Professional Engineer	$142.80
Subsurface Utility Engineering (SUE) Project Manager	$142.80
Engineering Intern	$102.00
Production Supervisor	$76.50
GIS Technician	$76.50
SUE Project Coordinator	$76.50
Construction Services Supervisor	$76.50
CADD Technician	$76.50
SUE Field Technician	$63.25
Construction Project Representative (Inspector)	$63.25
Grant/Funding Coordinator/Federal Grant Compliance Specialist	$63.25
Federal Grant Compliance Specialist	$61.20
Sr. Administration Supervisor	$61.20
SUE Administrative Support	$51.00
Administration Support	$51.00

Additional Services

Position	Hourly Rate
Expert Witness	$255.00
Chief Building Official	$86.70
Fire Safety Inspector/Fire Systems Plan Review	$84.00
Building Plans Examiner	$76.50
Building Inspector	$63.25

Equipment Rates

Equipment	Daily Rate
Subsurface Utility Engineering (SUE) Vacuum Excavator	$612.00
SUE Ground Penetrating Radar (GPR)	$153.00
SUE Truck	$306.00

Reimbursable Expenses:

Item	Fee
Printing and Other Direct Costs	Actual Cost + 2%
Sub-Consultant Services	Actual Cost + 2%
Sales Tax	Actual cost if/when sales tax is applicable

Schedule Notes:

1. Schedule shall be subject to annual adjustments

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

December 18, 2014

Susan McGrady
CRA Program Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

CONTINUING SERVICES AGREEMENT FOR
STREETSCAPE ENGINEERING AND DESIGN SERVICES

Dear Susan,

As requested, enclosed are two copies of the referenced Agreement. It is our understanding that one copy of the Agreement will be returned to us once fully executed.

We appreciate the opportunity to continue to be of service to the City of Cocoa and look forward to working with the City on future projects. If you have any questions, please contact us.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.

Marcia L. Turner
Admin. Services Manager

MLT:dim

Enclosure(s): as stated

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

RFQ-14-18-COC

This amendment to the purchase agreement for Streetscape Engineering and Design Consultant Services is made and entered into as of August 5, 2016 by and between the **City of Cocoa** and **Quentin L. Hampton Associates, Inc., 4401 Eastport Parkway, Port Orange, Florida 32127.**

The agreement entered into on December 22, 2014, is hereby amended as a multi-year renewal for all four (4) renewal options available under the original contract documents, for forty-eight (48) additional months, at the same rate(s) as stated in **exhibit A**, terms, and conditions commencing on December 23, 2016 and terminating on December 22, 2020.

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

QUENTIN L. HAMPTON ASSOCIATES, INC.	CITY OF COCOA
By: DAVID KING P.E.	By: Henry U. Parrish III
(Name) Printed	(Name) Printed
VICE PRESIDENT	Mayor
(Title)	(Title)
Signature 10/18/16	Signature
Date	Date

CC: Carie Shealy, City Clerk
Steven Belden, Community Services Director
Nancy Dresser, Community Services Deputy Director
Joan Junkala, Economic Development Manager
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT - A

RFQ-14-18-COC

Amendment #1

CSA - Streetscape Engineering and design services

(Revised December 15, 2014)

POSITION	HOURLY RATES
Principal	178.50
Project Manager	178.50
Professional Engineer	142.80
Subsurface Utility Engineering (SUE) Project Manager	142.80
Engineering Intern	102.00
Production Supervisor	76.50
GIS Technician	76.50
SUE Project Coordinator	76.50
Construction Services Supervisor	76.50
CADD Technician	76.50
SUE Field Technician	63.25
Construction Project Representative (Inspector)	63.25
Grant/Funding Coordinator/Federal Grant Compliance Specialist	63.25
Federal Grant Compliance Specialist	61.20
Sr. Administration Supervisor	61.20
SUE Administrative Support	51.00
Administration Support	51.00

ADDITIONAL SERVICES

POSITION	HOURLY RATE
Expert Witness	255.00
Chief Building Official	86.70
Fire Safety Inspector/Fire Systems Plan Review	84.00
Building Plans Examiner	76.50
Building Inspector	63.25

EQUIPMENT RATES

EQUIPMENT	DAILY RATE
Subsurface Utility Engineering (SUE) Vacuum Excavator	612.00
SUE Ground Penetrating Radar (GPR)	153.00
SUE Truck	306.00

REIMBURSABLE EXPENSES

Printing and other direct costs	Actual Cost + 2%
Sub-Consultant Services	Actual Cost + 2%
Sales Tax	Actual Cost if/when sales tax is applicable

Schedule Notes: Schedule shall be subject to annual adjustments.

Legislation Details (With Text)

File #:	16-484	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	10/18/2016		**In control:**	City Council	
On agenda:	12/13/2016		**Final action:**		
Title:	Approve the First Amendment of a multi-year Continuing Services Agreement with Infrastructure Solution Services, LLC (Melbourne, Florida) RFQ-14-18-COC, for multi-year streetscape engineering and design services effective December 12, 2016 through December 11, 2020. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ISS-Cocoa Prof Liab COI ISS 1st Amendment - RFQ-14-18-COC ISS CSA for Streetscape Engineering and Design Services ISS-Cocoa Gen Liab-WC COI				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 18, 2016
Agenda Date: December 13, 2016
Prepared By: Joan A. Junkala, Economic Development Manager
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:

To approve the First Amendment of a multi-year Continuing Services Agreement with Infrastructure Solution Services, LLC (Melbourne, Florida) RFQ-14-18-COC, for multi-year streetscape engineering and design services effective December 12, 2016 through December 11, 2020.

BACKGROUND:

In August 2014, staff followed Purchasing Policies and Procedures and submitted a bid specification document to the Purchasing Division for a competitive sealed bidding process. The bid consisted of streetscape design and engineering, including landscape, hardscape, and other streetscaping elements such as “complete streets” and traffic calming as well as construction oversight, bid preparation, and attend public meetings as needed, on a continuing basis from the start date indicated on the contract for two (2) years through December 12, 2016.

Purchasing prepared all required forms and sent out invitations and notifications to bid (Bid# B-14-18-COC). Sealed bids were opened on September 12, 2014 from ten (10) responding firms. On September 26, 2014, bids were reviewed, scored, and ranked by the Selection Committee consisting of the CRA Program Manager, Deputy Community Services Director, Community Services Director,

and Public Works Director, with the recommendation that Infrastructure Solution Services, LLC be awarded the bid.

The Agreement is renewable for four (4) twelve (12) month periods, at the same rates, not to exceed a total contract term of six (6) consecutive years, at the approval of both parties and contingent on funds. The Agreement was effective December 12, 2014, through December 12, 2016, by approval of the Cocoa City Council.

Infrastructure Solution Services, LLC has agreed to a multi-year Agreement commencing December 12, 2016 and terminating December 11, 2020. The attached Agreement is Amendment #1 for streetscape design and engineering services.

Staff requests Cocoa City Council approval to renew the first Amendment for another four (4) years commencing December 12, 2016 and terminating December 11, 2020.

STRATEGIC PLAN CONNECTION:

Streetscape design and engineering projects will impact the strategic issues of Image, Community Development, and Public Safety.

BUDGETARY IMPACT:

This is a multi-year agreement.

PREVIOUS ACTION:

On October 28, 2014, Cocoa City Council approved a Continuing Services Agreement with Infrastructure Solution Services, LLC for streetscape design and engineering services.

RECOMMENDED MOTION:

To approve the First Amendment of a multi-year Continuing Services Agreement with Infrastructure Solution Services, LLC (Melbourne, Florida) RFQ-14-18-COC, for multi-year streetscape engineering and design services effective December 12, 2016 through December 11, 2020.

powered by Legistar™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/07/2016

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 Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines IA 50306	CONTACT NAME: PHONE (A/C, No, Ext): 800-338-1391 FAX (A/C, No): 888-621-3173 E-MAIL ADDRESS: acecclientrequest@marsh.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Beazley Insurance Company, Inc. — 37540
INSURED Infrastructure Solution Services, LLC 7827 North Wickham Rd, Suite D Melbourne FL 32940	INSURER B :
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			V19759160201	09/07/2016	09/07/2017	Per Claim	$2,000,000
							Aggregate	$2,000,000
							Deductible	$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
This policy is not project specific and therefore includes:City of Cocoa Streetscape Project

CERTIFICATE HOLDER

City of Cocoa
Attn:Tammy Eastburn
65 Stone Street
Cocoa, FL 32922

CANCELLATION

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT

CSA - RFQ-14-18-COC
STREETSCAPE ENGINEERING AND DESIGN SERVICES
AMENDMENT #1

This amendment to the purchase agreement for Streetscape Engineering and Design is made and entered into as of July 29, 2016 by and between the **City of Cocoa** and **Infrastructure Solutions Services, LLC 7827 North Wickham Rd, Suite D, Melbourne, Florida 32940.**

The original agreement, entered into on December 12, 2014 is hereby amended as a multi-year renewal for forty-eight (48) additional months, at the same rate(s), per **(Exhibit A),** terms, and conditions as stated in Original Contract Documents commencing on December 12, 2016 and terminating on December 11, 2020.

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

INFRASTRUCTURE SOLUTION SERVICES, LLC	**CITY OF COCOA**
By: Brian M Stahl	**By: Henry U. Parrish III**
(Name) Printed	(Name) Printed
Managing Member	**Mayor**
(Title)	(Title)
 10/18/16	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Steve Belden, Community Services Director
Tammy Eastburn, Procurement Card Coordinator
Joan Junkala, Economic Development Manager

EXHIBIT A

AMENDMENT #1

CSA - RFQ-14-18-COC / STREETSCAPE ENGINEERING AND DESIGN SERVICES

SCHEDULE OF AGREEMENT VALUES

Infrastructure Solution Services

Multi-Year -- Hourly Billing Rates

	CORPORATE POSITION	HOURLY BILLING RATE
1	ENGINEER INTERN	60.00
2	ENGINEER I	70.00
3	ENGINEER II	85.00
4	ENGINEER III	100.00
5	ENGINEER IV	115.00
6	ENGINEER V	125.00
7	ENGINEER VI	140.00
8	ENGINEER VII	150.00
9	PROJECT PROFESSIONAL I	100.00
10	PROJECT PROFESSIONAL II	120.00
11	PROJECT PROFESSIONAL III	140.00
12	PROJECT PROFESSIONAL IV	150.00
13	DRAFTSMEN/TECHNICIAN I	50.00
14	DRAFTSMEN/TECHNICIAN II	60.00
15	DESIGNER I	70.00
16	DESIGNER II	80.00
17	PROJECT REPRESENTATIVE I	60.00
18	PROJECT REPRESENTATIVE II	75.00
19	SURVEY CREW – 2 MAN	100.00
20	PROFESSIONAL SURVEYOR	100.00
21	ADMINSTRATIVE ASSISTANT	50.00

Schedule Note: Schedule of Agreement Values subject to annual adjustments with prior written notice. Annual meaning December 12th.

Office of the City Clerk
Joan Clark, MMC, City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8488 I Fax: (321) 433-8455

December 15, 2014

Infrastructure Solution Services, LLC
Kiran Kulkarni, PE, Managing Partner
7331 Office Park Place, Suite 500
Melbourne FL 32940

Re: Continuing Services Agreement for Streetscape Engineering and Design Services

Dear Mr. Kulkarni:

I have enclosed the above referenced agreement as executed by all parties.

If you have any questions or require additional information, please feel free to call.

Sincerely,

Joan Clark

Joan Clark, MMC
City Clerk
City of Cocoa

c: S. Belden, Community Services Director
S. McGrady, CRA Program Manager
T. Eastburn, Purchasing

CONTINUING SERVICES AGREEMENT
FOR STREETSCAPE ENGINEERING AND DESIGN SERVICES

THIS AGREEMENT is made and entered into this 12th day of December, 20 14 by and between the **City of Cocoa**, a political subdivision of the State of Florida, hereinafter referred to as "**City**", located at 65 Stone Street, Cocoa, FL 32922, and **Infrastructure Solution Services, LLC., 7331 Office Park Place, Suite 500, Melbourne, Florida 32940,** a Florida Corporation, hereinafter referred to as "**Engineer**".

WITNESSETH

WHEREAS, the City wishes to obtain streetscape engineering and design services on a continuing basis; and

WHEREAS, Engineer responded to the City's RFQ was selected by the Streetscape Engineering and Design Services Selection Committee and has previously performed work for the City to the satisfaction of the City; and

WHEREAS, the Engineer is willing to provide such services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows;

1.0 INCORPORATION OF RECITALS

The foregoing recitals are true and correct and by this reference are fully incorporated into this Agreement.

2.0 TERM AND DEFINITIONS

The initial contract period shall be for two (2) years and will begin on the Effective Date and shall terminate two (2) years after the Effective Date. Annual contract renewal(s) may be based upon satisfactory performance by Engineer and funding as made available by the City through its regular budgeting process on an annual basis. Total Contract term will not exceed a period of six (6) consecutive years.

Terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Authorization. Any Task Order in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this agreement shall survive until completion of all Task Orders.

Definitions: The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

A. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Engineer to provide the services approved by Task Authorization by the City.

B. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

C. "Engineer" shall mean Infrastructure Solution Services, LLC., and its principals, employees, resident project representatives (and assistants).

D. "Public Record" shall have the meaning given in Section 119.011(12), Florida Statutes.

E. "Reimbursable Expenses" shall mean the actual expenses the City agrees to reimburse by Task Authorization.

F. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Authorization.

G. "City" shall mean City of Cocoa, Florida.

H. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 3.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 4.0 herein, which sets forth the work to be performed by Engineer under this agreement.

I. "Request for Qualifications" or "RFQ" shall mean RFQ #Q-14-18-COC.

3.0 DESCRIPTION OF SERVICES

The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as Attachment "A." The detailed cost breakdown of the lump sum fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a

Task Order may include any engineering services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services.

4.0 CHANGES IN THE SCOPE OF WORK

City may make changes in the Services at any time by giving written notice to Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and Engineer shall be compensated for said services in accordance with the terms of Article 6.0 herein. All change orders shall be authorized in writing by City's and Engineer's designated representative.

All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

5.0 SCHEDULE

Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Engineer shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

No extension for completion of services shall be granted to Engineer without City's prior written consent, except as provided in Sections 4.0 and 20.0 herein.

Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

6.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

General Services. For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 3.0 and 4.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any

Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Engineer to render additional Services pursuant to paragraphs 3.0 and 4.0, the City agrees to pay the Engineer an amount equal to that billed Engineer by the independent professional associates and consultants. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

Witness Services. For witness or expert services rendered by Engineer's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Engineer or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act s.218.70 et. seq., Florida Statutes.

Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Engineer.

Errors and Deficiencies. Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Engineer's services provided under this Agreement.

Payment Offsets. To the extent that Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's performance of any services provided under this Agreement.

Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in

compensation be made or recognized. Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

7.0 RIGHT TO INSPECTION

The City or its affiliates shall at all times have the right to review or observe the services performed by Engineer. No inspection, review, or observation shall relieve Engineer of its responsibility under this Agreement.

8.0 PROGRESS MEETING

The City's designated Project Manager may hold periodic progress meetings on an as needed basis during the term of any streetscaping project entered into under this Agreement. Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

9.0 SAFETY

Engineer shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing services provided hereunder.

10.0 REASONABLE ACCESS

During the term of this agreement, City shall grant Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this agreement.

11.0 INSURANCE

During the term of this agreement, Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below:

A. Professional Liability: Proof of Professional Liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit for each occurrence.

B. The Engineer shall maintain Comprehensive General Liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Engineer from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which

may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

C. The Engineer shall maintain Comprehensive Automobile Liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Engineer from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

D. The Engineer shall maintain, during the life of this agreement, adequate Workers' Compensation Insurance Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the City pursuant to this agreement.

Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement.

The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in subsections 11.0 A, 11.0 B, and 11.0 C herein as "additional insured." The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this

agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

12.0 COMPLIANCE WITH LAWS AND REGULATIONS

Engineer shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

13.0 REPRESENTATIONS

Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to conduct reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement.

Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 3.0 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services

required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

Engineer represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

Engineer represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

14.0 GUARANTEE AGAINST INFRINGEMENT

Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Engineer shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents, assigns, and servants from and against any and all liability including expenses, legal or otherwise, for actual or alleged infringement or any patent, copyright, or trademark resulting from the sue of any goods, services, or other item provided under this Agreement. Notwithstanding the foregoing, Engineer may elect to provide non-infringing services.

15.0 DOCUMENTS

Public Records: In accordance with section 119.0701, Florida Statutes, Engineer agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. Engineer agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. Engineer also agrees to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes or as otherwise provided by law. Engineer shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, Engineer shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Engineer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If Engineer does not comply with a public records request, the City shall have the right to enforce the provisions of this paragraph. In the event that Engineer fails to comply with the provisions of this paragraph, and the City is required to enforce the provisions of this paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to Engineer's failure to comply with the provisions of this paragraph, the City shall be entitled to collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against Engineer. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of Engineer's failure to comply with the provisions of this Paragraph. This paragraph shall survive the termination of this Agreement.

Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

16.0 ASSIGNMENT

Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

If any part of this Agreement is subcontracted by Engineer, prior to the commencement of any Work by the subcontractor, Engineer shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

17.0 INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Engineer shall be considered an independent contractor and not an employee of the City.

18.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

A. Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

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

C. Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

D. Engineer has committed any act of fraud upon the City; or

E. Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or

F. Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

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

19.0 TERMINATION

Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to paragraph 18.0; (b) Engineer makes a general assignment for the benefit of its creditors; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement.

In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice.

In the event of termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

20.0 FORCE MAJEURE

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement.

21.0 GOVERNING LAW & VENUE

This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

22.0 ATTORNEYS' FEES

In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation or controversy shall be entitled to recover from the other party or parties all reasonable attorneys' fees and paralegal fees, expenses and suit costs, including those associated with any appellate or post-judgment collection proceedings.

23.0 HEADINGS

Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

24.0 SEVERABILITY

In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable.

25.0 NON-WAIVER

No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

26.0 THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

27.0 PROHIBITION AGAINST CONTINGENT FEES

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

28.0 ENTIRE AGREEMENT

This Agreement, including any Task Authorizations, Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City

and Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

29.0 NO JOINT VENTURE

Nothing herein shall be deemed to create a joint venture or principal Agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

30.0 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement, but such counterparts shall together constitute but one and the same instrument.

31.0 INTERPRETATION

City and Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

32.0 NOTICE

Any notice, request, instruction, or other document to be given as part of this Agreement shall be in writing and shall be deemed given under the following circumstances: when delivered in person; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

For City:
City of Cocoa
John A. Titkanich, Jr., City Manager
65 Stone Street
Cocoa, FL 32922
Phone: 321-433-8660
Fax: 321-433-8690

For Engineer:
Infrastructure Solution Services, LLC
Kiran Kulkarni, PE, Managing Partner
7331 Office Park Place, Suite 500
Melbourne, FL 32940
Phone: 321-622-4646
Fax: 321-256-5088

Either party may change the notice address by providing the other party written notice of the change.

33.0 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two-hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three-hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

34.0 CORPORATE REPRESENTATIONS BY ENGINEER

Engineer hereby represents and warrants to the City the following:

A. Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

B. The undersigned representative of Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of Engineer.

35.0 INDEMNIFICATION

Engineer shall indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed by the Engineer in the performance of the Agreement and any Task Order.

Engineer shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Engineer's breach and caused by other persons employed by the Engineer in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in this Paragraph 35 shall survive termination of this Agreement.

36.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way

responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

37.0 RECORD DRAWINGS

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

38.0 ADDITIONAL ASSURANCES



The Engineer for itself and its Sub-consultants, if any, certifies that:

A. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

B. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement,

employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

C. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

D. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than Engineer's undersigned representative execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA, FLORIDA

BY: _____
JOHN A. TITKANICH, JR.
CITY MANAGER

ENGINEER:

INFRASTRUCTURE SOLUTION SERVICES, LLC

BY: _____
KIRAN KULKARNI, PE
MANAGING PARTNER

ATTEST:

BY: _____
JOAN CLARK
CITY CLERK

CORPORATE SEAL

ATTACHMENT A

SCHEDULE OF AGREEMENT VALUES	
INFRASTRUCTURE SOLUTION SERVICES **CY 2015 HOURLY BILLING RATES** 	
CORPORATE POSITION	**BILLING RATE**
ENGINEER INTERN	$60.00
ENGINEER I	$70.00
ENGINEER II	$85.00
ENGINEER III	$100.00
ENGINEER IV	$115.00
ENGINEER V	$125.00
ENGINEER VI	$140.00
ENGINEER VII	$150.00
PROJECT PROFESSIONAL I	$100.00
PROJECT PROFESSIONAL II	$120.00
PROJECT PROFESSIONAL III	$140.00
PROJECT PROFESSIONAL IV	$150.00
DRAFTSMEN/TECHNICIAN I	$50.00
DRAFTSMEN/TECHNICIAN II	$60.00
DESIGNER I	$70.00
DESIGNER II	$80.00
PROJECT REPRESENTATIVE I	$60.00
PROJECT REPRESENTATIVE II	$75.00
SURVEY CREW - 2 MAN	$100.00
PROFESSIONAL SURVEYOR	$100.00
ADMINISTRATIVE ASSISTANT	$50.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/21/2016

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: Yvonne Parrish	
J.W. Edens & Company P.O. Box 278 Titusville FL 32781-0278	PHONE (A/C, No, Ext): (321)383-4554	FAX (A/C, No): (321)383-4523
	E-MAIL ADDRESS: yparrish@jwedens.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Cas. Co of Reading PA	20427
INSURED	INSURER B : CNA Commercial Insurance	
Infrastructure Solution Services, LLC 7827 N. Wickham Road Ste D Melbourne FL 32940	INSURER C : Transcontinental Insurance Co.	20486
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 16-17 **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: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		B5085402966	9/5/2016	9/5/2017	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS X NON-OWNED AUTOS X			B5085402966	9/5/2016	9/5/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Non-owned	$ $ $ $ $ 1,000,000
B	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			6023643269	9/5/2016	7/5/2017	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC585402997	9/5/2016	9/5/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Cocoa is named additional insured in respect to the General Liability- 30 days notice for cancellation other than non-payment only 10 days notice.

CERTIFICATE HOLDER

City of Cocoa
Att: Tammy Eastburn
65 Stone Street
Cocoa, FL 32922

CANCELLATION

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

J. Wayne Edens/YVONNE

© 1988-2014 ACORD CORPORATION. All rights reserved.

Legislation Details (With Text)

File #:	16-505	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	11/1/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	Council Approve a Multi-Year Contract with the Bancorp Bank/dba/Mears Motor Leasing and authorize the City Manager to negotiate, sign and execute the agreement and authorize the Police Department to enter into a purchase order for the negotiated amount. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	The Bancorp Executed Agreement 12.14.15.pdf Vehicle Lease 1.pdf Vehicle Lease 2.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 1, 2016
Agenda Date: December 13, 2016
Prepared By: Susan L. Austin, Administrative Assistant
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Council Approve a Multi-Year Contract with the Bancorp Bank/dba/Mears Motor Leasing and authorize the City Manager to negotiate, sign and execute the agreement and authorize the Police Department to enter into a purchase order for the negotiated amount.

BACKGROUND:

The Police Department Special Investigations Unit is requesting early-termination (early-term) the current lease with The Bancorp, operating as Mears Motor Leasing, due to better pricing options that coincide with the fiscal year. Bancorp has agreed to the early-term the existing lease for one vehicle and lease two new vehicles to the City at the lower cost. The early-term will allow the City to lease two vehicles for twelve months and save approximately $3200.00 over the terms of the leases. The current master lease is effective November 18, 2015 through March 31, 2017. However, the Master Lease is being reviewed by the City Attorney and may need to be amended or replaced in conjunction with this request. The Bancorp has agreed to early-term one lease, effective January 2017 and the other on March 31, 2017. The new multi-year lease agreement will be effective upon completion of the lease documents with the approval of the City Manager and City Attorney and delivery of each vehicle. Due to the confidential use of the vehicles and the need to change out the vehicles the lease Agreement amount may change at the time the Agreement is signed but will not exceed $13,000 in FY 2017 or FY 2018.

STRATEGIC PLAN CONNECTION:

This is an operational issue.

BUDGETARY IMPACT:

Budgeted Yes

Amount Requested $13,000
Account Number _001-2100-521.44-00
Account Name _Rentals & Leases

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Council Approve a Multi-Year Contract with the Bancorp Bank/dba/Mears Motor Leasing and authorize the City Manager to negotiate, sign and execute the agreement and authorize the Police Department to enter into a purchase order for the negotiated amount.

Sales/Customer Service
3905 El Rey Road
Orlando, FL 32808
(407) 298-2982

Billing
Lease Payment Center
P.O.Box 585550
Orlando, FL 32858-5550
(888) 632-7748

MASTER LEASE AGREEMENT
CLOSED-END LEASE

1. This Master Lease Agreement ("Agreement"), made as of the date set forth below, is by and between The Bancorp Bank ("Lessor"), and Cocoa Police Department ("Lessee").
2. LEASE. In consideration of the mutual covenants and upon the terms and conditions contained in this Agreement, Lessor leases to Lessee and Lessee hires from Lessor each motor vehicle described in one or more Schedules signed by Lessee and added from time to time to this Agreement (each, a "Vehicle") on the terms and conditions in the Schedule and as hereinafter set forth below.
3. TERM. The Term of the Lease of any Vehicle shall be listed on the Schedule. It shall commence on the date the Vehicle is delivered to Lessee or Lessee's representative or on the day Lessor pays a dealer or supplier for the Vehicle, whichever occurs first (the "Commencement Date").
4. THE MONTHLY PAYMENT shall be paid in advance on the tenth day of the month for each calendar month during the Term of the Lease, except that the Monthly Payment for the first month shall be paid on the Commencement Date. The first calendar month of the Term of this Lease shall be deemed to be (i) the calendar month in which the Commencement Date occurs, if the Commencement Date occurs on or before the 15th day of the month, or (ii) the calendar month following the Commencement Date, if the Commencement Date occurs after the 15th day of the month. The Lessee's obligation to make Monthly Payments shall continue during any period the Vehicle is inoperable due to mechanical failure, damage, repair, loss, seizure or any other reason.
5. MAINTENANCE; INSPECTION
   (a) Lessee shall be solely responsible, at its own expense, for maintaining and servicing the Vehicle, during the term of this Lease, as provided in Section 6 below. Lessor shall have the right to inspect the Vehicle upon request at any reasonable time.
6. STANDARDS FOR WEAR AND USE. Lessee shall, during the term of this Lease, use, maintain, operate and service the Vehicle so as fully to comply with the following standards:
   (i) The Vehicle shall be used in accordance with the monthly mileage allowance listed in the Schedule. Lessee shall pay to Lessor upon termination of the Lease of that Vehicle an excess mileage charge of the amount listed in the Schedule for each mile in excess of such allowance;
   (ii) Lessee shall fully comply with the manufacturer's warranty maintenance schedule for the Vehicle;
   (iii) The Vehicle shall be returned to Lessor (at the termination of the Lease or otherwise) in good operating condition and with the same equipment (or equipment reasonably equivalent in value and utility) as was installed in the Vehicle when delivered to Lessee. Lessee shall pay for any loss in value to the Vehicle caused by misuse, negligence or accident and for all damages to the Vehicle. Lessee shall pay all costs of restoring the Vehicle to good condition for resale, including (but not limited to) replacement or repair of missing or damaged parts and equipment, broken glass or lights, worn tires, cracked engine block, dents, scratches and other damage in excess of ordinary wear and tear; and
   (iv) Lessee shall not tamper (or permit any other person to tamper) with the odometer, air pollution controls or United States Department of Transportation-required safety equipment of the Vehicle.
7. RETURN OF VEHICLE. Lessee agrees to return the Vehicle to Lessor at the end of the term of the Lease. Lessee agrees to return the Vehicle at Lessee's expense to the Lessor's place of business or such other place as shall be agreed upon between Lessor and Lessee. Lessee agrees to return the Vehicle in good operating condition and working order, free from physical or mechanical damage, except for reasonable wear and tear. Lessee agrees to return with the Vehicle all license plates, the Vehicle registration and all other documents related to ownership or possession of the Vehicle. Lessee further agrees to accurately report to Lessor the correct mileage accumulated on the Vehicle. Lessee shall pay to Lessor all sums then due under the Lease, including but not limited to all sums due under Section 6 above.
8. MONTHLY STATEMENTS OR PAYMENT COUPON BOOKLETS. Prior to the date each Monthly Payment is due except for the first Monthly Payment, Lessor shall render to Lessee a single statement of the Monthly Payment payable for that calendar month. The Monthly Payment shall be paid at the office of Lessor designated in the monthly statement. In lieu of rendering monthly statements, Lessor may elect to issue a coupon booklet, in which case Monthly Payments shall be made by Lessee in accordance with the instructions and on the dates specified in the coupon booklet.
9. EXPENSES, FEES, TAXES, AND OTHER CHARGES. In addition to the Monthly Payment, Lessee agrees to pay: (i) all expenses, fees and taxes incurred in connection with the titling, licensing and registration of the Vehicle, whether disclosed or undisclosed; (ii) all expenses in connection with the possession, use and operation of the Vehicle including but not limited to gasoline, oil, grease, repairs, maintenance, tires, storage, parking, tolls, fines, towing and servicing; (iii) all sales, use, registration, personal property and other taxes related to the Vehicle; and (iv) all fees, expenses and taxes in connection with any re-registration of the Vehicle if the Lessee permanently garages the Vehicle in a locale other than that originally registered. Lessee agrees to reimburse Lessor upon demand for any and all costs covered under this Section 9 which Lessor may pay on Lessee's behalf.

10. LATE PAYMENTS. If Lessee does not make any Monthly Payment or pay any of the charges due under Sections 6, 7 and 9 of this Agreement within ten (10) days after the date on which such Monthly Payments or charges are due, Lessee agrees to pay a single late charge of five percent (5%) of the Monthly Payment. Lessee also agrees to pay all reasonable attorney's fees plus court costs, if the Lease is placed for collection in the hands of an attorney who is not a salaried employee of Lessor.
11. DEPOSIT. Lessee shall deposit with Lessor on the date of the Lease the sum indicated in the Schedule (the "Deposit") as security for the full and faithful performance by Lessee of all terms, covenants and conditions of the Lease evidenced by that Schedule. This sum shall be returned to Lessee at the end of the Term of the Lease or upon termination of the Lease provided that the Lessee has not breached any of the terms, covenants and conditions of the Lease. The Deposit may be applied by Lessor to pay any Monthly Payments past due or to pay any other sums due from Lessee under the terms of the Lease. If Lessee has leased more than one vehicle from Lessor under this or another Lease, Lessor may, at its option, transfer a Deposit for any Lease after Final Settlement of that Lease if Lessee has ever been delinquent in making any required payments or ever defaulted under the terms and conditions of either Lease.
12. CANCELLATION OF ORDER, DAMAGES. If Lessee shall instruct or otherwise cause Lessor to cancel the order for a Vehicle from any dealer, supplier or manufacturer after the execution of the Schedule, then Lessee shall reimburse the Lessor for any costs associated with the cancellation.
13. DELIVERY OF VEHICLE. The Vehicle shall be delivered to Lessee at the supplying dealer's place of business or at such other place as shall be agreed upon between Lessor and Lessee. If delivery is not made at the supplying dealer's place of business, then delivery of the Vehicle to Lessee shall be made within five (5) days after the Vehicle is delivered to Lessor by the dealer, supplier or manufacturer. Lessor shall have no liability if the dealer, supplier or manufacturer does not deliver the Vehicle to Lessor or to Lessee for whatever reason.
14. NO WARRANTIES. Lessee's acceptance of the Vehicle at the place agreed upon for delivery shall constitute an acknowledgement by Lessee that the Vehicle complies with the specifications for the Vehicle described in the Schedule added to this Lease. **LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN, CONDITION OR QUALITY OF THE MATERIAL, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE VEHICLE.**
    Lessee agrees that Lessor has no liability to Lessee for any damage or loss caused directly or indirectly by the Vehicle or which results from the condition, maintenance, possession, use or operation of the Vehicle.
15. VEHICLE USE.
    (a) Lessee *shall* not use or allow the use of the Vehicle for any illegal purpose or for the transportation of any material deemed extra hazardous by reason of being explosive or inflammable. Lessee will reimburse Lessor for all damages sustained by Lessor as a result of such use. Lessee will also reimburse Lessor for any Vehicle confiscated by any governmental agency, or other expense incurred as a result thereof, whenever such confiscation or expense is caused by the illegal use of the Vehicle.
    (b) Lessee *shall* not use or allow the use of the Vehicle for towing, pushing or any purpose other than that for which it is designed, nor for the transportation for hire of goods, passengers or animals.
    (c) Lessor shall not be responsible or liable for loss to any goods or other property placed or carried in or on the Vehicle.
    (d) Lessee shall not use or allow the use of the Vehicle outside of the United States without the prior consent of Lessor.
16. VEHICLE OPERATION.
    (a) The Vehicle shall be operated only by a safe, competent and duly licensed driver. If Lessee is an individual, Lessee represents and warrants that Lessee has a valid driver's license issued in Lessee's name by the Department of Motor Vehicles or other appropriate agency of the state in which Lessee resides. If Lessee's driver's license is ever revoked or suspended, Lessee must notify Lessor of this fact in writing within ten (10) days. Upon such an event, Lessor may demand redelivery of the Vehicle upon ten (10) days notice at Lessor's place of business or at any place agreed upon by Lessor and Lessee. If such an election is made, upon redelivery of the Vehicle, the termination provisions of this Lease shall govern.
    (b) Lessee and any person authorized by Lessee to operate the Vehicle shall be solely responsible for individual fines and penalties for parking, traffic and speeding violations. Should Lessor be required to pay any fine or summons, Lessee shall reimburse Lessor for same upon demand.
17. OWNERSHIP, REGISTRATION AND TITLE.
    (a) This is a contract of leasing only, and Lessee acquires no ownership, title, property rights or interest in or to the Vehicle (or any option therefor), but only the right of possession and use in accordance with the provisions of this Lease.
    (b) The Vehicle shall be registered in the name of Lessor during the term of the Lease and any certificate of title or similar documents shall likewise be in the name of Lessor. Lessor may elect to place title of the Vehicle in the name of a trustee or custodian with the same force and effect as though the Vehicle were titled in the name of Lessor.
18. POSSESSION AFTER THE LEASE HAS ENDED. If Lessee retains possession of the Vehicle after the Term of the Lease has ended, Lessee agrees that all the terms of this Lease shall remain in full force and effect and that Lessor shall continue to charge Lessee the Monthly Payment and any other charges under the Lease. This Section 18 shall not be construed as granting Lessee any right whatsoever to retain possession of the Vehicle after expiration of the Lease, nor as a waiver by Lessor of any of Lessor's rights under the default provisions of this Lease.
19. INSURANCE.
    (a) Lessee agrees to pay for and maintain public liability and property damage insurance for personal injury, death or property damage covered by the Vehicle or its operation, in compliance with applicable law, but in any event not less than One Hundred Thousand Dollars ($100,000) for any one person injured or killed, Three Hundred Thousand Dollars ($300,000) for more than one person injured or killed in any one accident, and Fifty Thousand Dollars ($50,000) for damage to property of others in any one accident.
    (b) Lessee further agrees to pay for and maintain collision insurance on the Vehicle with a One Thousand Dollar ($1,000.00) (or less) deductible and comprehensive coverage insurance including fire and theft with a One Thousand Dollar ($1,000.00) (or less) deductible. Lessee agrees to obtain and maintain any additional insurance coverage required in the state in which the Vehicle is operated.
    (c) Lessee agrees to furnish Lessor with insurance endorsements or other written evidence of the above-required insurance

coverage with insurance companies satisfactory to Lessor. Lessor and any other party in interest designated by Lessor shall be named as an additional insured and loss payee. Receipt of the written evidence of insurance by Lessor or its authorized agent shall be a condition of delivery of the Vehicle to Lessee. The insurance coverage shall begin on or prior to the date the Vehicle is delivered to Lessee and shall continue in full force until Final Settlement of the Lease. No cancellation or material change in and of the insurance required under this Section 19 shall be permitted without the prior approval of Lessor upon thirty (30) days advance written notice. If, at any time, notice of cancellation of insurance coverage is given by the carrier, Lessee agrees to deliver the Vehicle to Lessor or Lessor's representative prior to the effective date of cancellation.

(d) During the investigation, defense or prosecution of any claim or suit arising from possession, use or operation of the Vehicle, Lessee agrees to cooperate fully with the Lessor and the insurance carriers.

(e) In the event the insurance coverage required under this Section 19 is cancelled, or Lessee is unwilling or unable to obtain such insurance coverage, or Lessee is delinquent in making any premium or other payments required to keep such insurance coverage in effect, Lessor may, at its option, obtain the required insurance coverage or pay any delinquent premium or other payments on Lessee's behalf and Lessee hereby agrees to reimburse Lessor upon demand for any such costs or payments.

20. INDEMNITY.
    (a) Lessee agrees to assume all liability for injury, death and property damage occasioned by the operation, maintenance, use and possession of the Vehicle at all times prior to the termination or expiration of the Lease, redelivery of the Vehicle to Lessor and Final Settlement. Lessor does not assume any liability for any acts or omissions of Lessee or Lessee's drivers, agents or employees. Lessee hereby releases Lessor and agrees to indemnify and hold harmless Lessor and Lessor's agents and employees from any and all claims against Lessor or Lessor's agents and employees of any kind or nature whatsoever arising out of or resulting from the condition (including latent and other defects not readily discoverable) of the Vehicle, or the use or operation of the Vehicle by any person. Lessee agrees to indemnify Lessor for any expenses and legal fees related to such claims. The indemnity and assumption of liability in this Section 20 shall continue in full force and effect at all times prior to expiration or termination of this Lease, redelivery of the Vehicle to Lessor and Final Settlement.
    (b) Lessor agrees to give Lessee prompt notice of any claim or liability hereby indemnified against.
21. REPAIR, DAMAGE, LOSS, THEFT, DESTRUCTION AND SETTLEMENT THEREFOR.
    (a) Lessee shall bear all risks of damage, loss, theft or destruction, partial or complete, of the Vehicle. Lessee agrees to keep the Vehicle in efficient working order and repair.
    (b) The cost and expense of all replacement parts, repairs or substitution of parts or equipment on the Vehicle shall be borne by Lessee.
    (c) If the Vehicle is lost, stolen, destroyed or damaged beyond repair, Lessee shall promptly notify Lessor and hold the Vehicle or wreckage for disposal.
    (d) Lessee's obligation to make any payments under this Lease shall continue until Final Settlement.
22. REMOVAL OF VEHICLE. Lessee agrees that the Vehicle will not be permanently removed from the state of Lessee's residence or place of business or operation as indicated in this Lease. Lessee also agrees not to remove the Vehicle temporarily from such state for any period of time or otherwise under such circumstances as would require registration or licensing of the Vehicle in any other state, without the prior written consent of Lessor.
23. NO ABATEMENT OR SET-OFF. Lessee agrees that the sums payable to Lessor under any Section of this Lease shall not be subject to any defense, set-off, counter-claim or recoupment whatsoever by reason of any damage to or loss or destruction of the Vehicle, or by reason of any interruption for whatever cause in the use, operation or possession of the Vehicle.
24. DEFAULT OF LESSEE. Lessee shall be in default under the Lease under any one or more of the following circumstances:
    (a) If Lessee fails to make any payments specified under the Lease;
    (b) If Lessee fails to perform or permits the breach of any of the terms, conditions, covenants or agreements of the Lease;
    (c) If bankruptcy or insolvency proceedings are commenced by or against Lessee, or if Lessee shall make an assignment for the benefit of creditors, or if any action shall be taken against or by Lessee to accomplish any such purpose, or if a receiver of the property or business of the Lessee shall be appointed, or if Lessee has permitted or suffered any distress, attachment, levy or execution to be made or levied against any or all of the property of Lessee;
    (d) If Lessee is in default under any other agreement between Lessee and Lessor;
    (e) If any insurance company cancels any required insurance on the Vehicle or determines that Lessee is an uninsurable risk at standard rates;
    (f) If any other person obtains an interest in the Vehicle including a lien or encumbrance on the Vehicle; or
    (g) Upon the occurrence of any event which Lessor reasonably believes imperils the prospect of full performance or satisfaction of the Lessee's obligations herein.
25. REMEDIES OF LESSOR. If Lessee is in default of the Lease as defined in Section 24, Lessee agrees that Lessor may exercise any or all of the following rights and remedies:
    (a) Cancel this Lease and take possession of the Vehicle by lawful means. Once Lessor repossesses the Vehicle, Lessor will hold it free and clear of the Lease and any of Lessee's rights under the Lease;
    (b) Take such action as Lessor may deem necessary and/or appropriate in order to protect, preserve or otherwise safeguard the Vehicle;
    (c) Call all sums owing under the terms of the Lease immediately due and payable including without limiting any damages, late payments and indemnities provided for under the Lease;
    (d) **PROCEED TO COLLECT ALL SUMS DUE UNDER THE TERMS OF THE LEASE, IN WHICH EVENT LESSEE AGREES TO PAY ALL COSTS AND EXPENSES OF COLLECTION INCLUDING LESSOR'S COURT COSTS, ATTORNEY'S FEES AND OTHER COLLECTION EXPENSES; AND LESSEE: (I) AUTHORIZES ANY ATTORNEY CHOSEN BY LESSOR TO APPEAR FOR LESSEE, TO WAIVE THE ISSUANCE AND SERVICE OF PROCESS AND TO CONFESS JUDGMENT AGAINST LESSEE IN FAVOR OF LESSOR FOR SUCH AMOUNTS AS MAY BE UNPAID UNDER THE LEASE PLUS INTEREST, COSTS, EXPENSES AND FEES; AND (II) LESSEE WAIVES ALL RIGHTS UNDER ANY EXEMPTION LAWS OF THE STATE OF DELAWARE OR ELSEWHERE AND CONSENTS TO IMMEDIATE EXECUTION ON ANY JUDGMENT; AND**

(e) Exercise any right or remedy available at law, equity or otherwise, as a result of Lessee's breach or negligence. Repossession by Lessor and any sale by Lessor of any Vehicle repossessed shall not affect the right of Lessor, and Lessor shall nevertheless have the right, to recover from Lessee any and all damages which Lessor shall have sustained by reason of the breach by Lessee of any of the covenants and terms of the Lease. Lessor's rights and remedies with respect to any of the terms and conditions of the Lease shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies in Lessor's favor.
The failure by Lessor at any time to exercise any remedy or right reserved to it, or to require performance of any of the terms or provisions of the Lease, shall not be a waiver of any default under the Lease nor a waiver of any right of Lessor upon Lessee's default nor shall it affect the right of Lessor to enforce the provisions of the Lease thereafter.

26. ASSIGNMENT, TRANSFER, SUBLEASE, PLEDGE. Lessee's interest under this Lease or its right to possession of the Vehicle shall not be transferred by assignment, operation of law or otherwise. Lessee shall not sublet the Vehicle without the prior written consent of Lessor. Lessee shall not pledge, mortgage or otherwise encumber any right or interest it has under the Lease.
27. NOTICE. All notices, requests or consents that either party is required or desires to give the other party shall be in writing signed by or on behalf of the party giving the same, sent by United States registered or certified mail, addressed to the other party, at its respective address stated above or below or such other address as either shall hereafter furnish the other in writing, and shall be effective from the date of receipt, except for such sent by Lessor which shall be effective from the date of mailing. Lessee shall advise Lessor within thirty (30) days of any change in Lessee's address, or any change in the address of the driver of the Vehicle.
28. ENTIRE AGREEMENT. This Agreement and the Schedule or Schedules appended hereto constitute the entire agreement between the parties and shall not be amended or altered in any manner except by an instrument in writing executed by both parties and attached hereto.
29. DELAWARE LAW GOVERNS. The Lease shall not be effective unless and until accepted and executed by an officer of Lessor. The Lease and the rights and obligations of the parties hereunder shall be construed, interpreted and determined by the laws of the State of Delaware, where Lessor has its principal place of business.
30. SEVERABILITY. Any provision of the Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and no such prohibition or unenforceability in any jurisdiction shall invalidate such provision in any other jurisdiction.
31. JOINT AND SEVERAL LIABILITY. If more than one Lessee executes the Lease, their obligations under the Lease shall be primary, joint and several.

Dated: _____

LESSEE Cocoa Police Department

ADDRESS

Signature _____

Title John A. Titkanich, Jr.
City Manager

Signature _____

Title _____

Signature _____

Title _____

Signature _____

Title _____

LESSOR The Bancorp Bank

Signature _____

Title V.P. Lease Operations

Embedded Adobe XML Form

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4825654&GUID=8A74301F-0F17-4E95-8192-970031D2549C* is an Adobe XML Form document that has been embedded in this document. Double click the pushpin to view.



Embedded Adobe XML Form

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4825655&GUID=5431CB37-11ED-46AB-86B9-3D35554FE5EB* is an Adobe XML Form document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	16-543	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	11/22/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	Approval of a multi-year agreement with Target Solutions for a city-wide learning management system effective December 13, 2016 through September 30, 2018 and authorize the City Manager to approve the final terms and conditions of the agreement and execute the final agreement upon final approval by the City Attorney as to legal form and sufficiency. (City Manager)				
Sponsors:	Department Director				
Indexes:	Strategic Plan, Training				
Code sections:					
Attachments:	SS-AS-Target Solutions (09-26-2016).pdf Target Solutions all-industries-course-catalog.pdf City of Cocoa TSL Agreement 12-2-16 - FINAL.pdf Exhibit A - Cocoa TSL agreement 12-2016 - FINAL.pdf Exhibit B - Cocoa TSL Agreement 12-2016 - FINAL.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 30, 2016
Agenda Date: December 13, 2016
Prepared By: Tammy B. Gemmati, Administrative Services Director
Through: John A. Titkanich, Jr., City Manager
Requested Action:

Approval of a multi-year agreement with Target Solutions for a city-wide learning management system effective December 13, 2016 through September 30, 2018 and authorize the City Manager to approve the final terms and conditions of the agreement and execute the final agreement upon final approval by the City Attorney as to legal form and sufficiency.

BACKGROUND:

The City's current training program is extremely limited with the majority of the classes/programs being conducted by Human Resources (HR) staff. In large measure, the training content is narrow in scope including New Hire Orientation and safety/risk training.

A major challenge HR has is conducting city-wide training for all employees in a timely fashion due to employees assigned to multiple work areas with various work schedules and shifts, and this is further compounded by the number of field employees the City has. Moreover, it is extremely time consuming and tedious to track the requirements and completion of training manually, which is

currently being done utilizing an Access database. In light of these challenges, a solution was explored to implement a city-wide online learning management system (LMS).

City staff reviewed current internal processes along with reviewing several different external training programs and systems. Based on the research completed, the implementation of a LMS would support the objectives in the City's Strategic Plan. When exploring different vendors for online LMS, the following areas were identified as a need:

- Capability to create and deliver custom training courses.
- Ability to track training requirements and completion records by person, position, and department.
- Ability to track outside training completion and compliance, such as required FEMA training.
- Ability to incorporate the "onboarding" completion tracking for new hires into the LMS.
- Ability to access to training content with a large variety of HR/OSHA related courses.
- Meet the needs of local government training with specialized training programs for Water/Wastewater, Police, and Fire/EMS.
- Ability to customize a professional development program for supervisors and managers.

After researching existing and additional providers (vendors), one provider met all of the aforementioned needs, Target Solutions. Additionally, Target Solutions has been used by the Fire Department for their Emergency Medical Services training needs since Fiscal Year 2013 and the Department has had positive results. Target Solutions was the only provider we found which offers these services for all of the specialized local government needs. Therefore, a Sole Source Justification Form was completed and is attached to this agenda item.

City Staff worked to negotiate a multi-year agreement through September 30, 2018. During this period, all users will have access to the Professional Development Series Catalog content at no additional cost to the City. The course content of this series will help in developing our supervisor's and manager's leadership skills and aligns with the City's Strategic Plan. The value of this is $25 per person per year which equates to an estimated savings of $19,000 over this agreement term. Upon any renewal of this agreement, the annual cost would increase by an estimated $11,000 annually unless the City is able to negotiate additional terms.

A course catalog is attached to show all of Target Solutions offerings. With execution of this agreement, the City will have access to all courses listed in attachment with the exception of the School District category.

City Staff worked with the City Attorney's office to negotiate terms of this multi-year agreement through September 30, 2018. The attached agreement is only in draft form. The final terms of this agreement are being finalized now and is pending City Attorney approval. It is requested the City Manager approve the final terms and conditions of the agreement consistent with this agenda item and execute the agreement upon final approval by the City Attorney as to legal form and sufficiency.

STRATEGIC PLAN CONNECTION:

The City's Strategic Plan 2016-2021 adopted by City Council in May 2016, identified a strategic issue of working to retain a qualified workforce, and additionally prepare for the retirement of long-tenured employees. Specifically, the objectives under the strategic issues for Employees include:

- Objective 2.1: Ensure all employees have the proper training to complete their duties as assigned.

- Objective 2.2: Develop a success planning program to prepare the City for the retirement of long-tenured employees, especially in organizationally critical positions.

Approval of the learning management system will assist in ensuring all employees have the proper training to complete their duties as assigned. This Item will also assist in the development of a succession planning program to prepare for the retirement of long-tenured employees.

BUDGETARY IMPACT:

Budgeted	FY17 Yes
If not budgeted, is amendment/transfer attached?	N/A

Amount Requested	$19,518.70
Account Number	001-1600-513.52-00
Account Name	Operating Supplies

The estimated future budgetary impact for FY18 is $24,656.60, depending on the actual headcount of employees at that time.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of a multi-year agreement with Target Solutions for a city-wide learning management system effective December 13, 2016 through September 30, 2018, and authorize the City Manager to approve the final terms and conditions of the agreement and execute the final agreement upon final approval by the City Attorney as to legal form and sufficiency.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4825636&GUID=859E6707-A123-43B9-962D-636A718EF8F0* is a secure document that has been embedded in this document. Double click the pushpin to view.





TARGETSOLUTIONS

ONLINE COURSE CATALOG

TargetSolutions delivers employee training that helps public entities mitigate risk, reduce claims and save money.



ONLINE COURSE CATALOG :: TABLE OF CONTENTS

EMERGENCY MEDICAL SERVICES 3
- Preparatory 3
- Airway 3
- Patient Assessment 3
- Medical 3
- Trauma 3
- Special Considerations 4
- Operations 4

FIRE 5
- NFPA 1001 Series | Firefighter I & II 5
- NFPA 1021 Series | Company Officer 5
- NFPA 1500 Series 5
- General 5
- Wildland Firefighting 5
- ARFF Training 6

HUMAN RESOURCES 6
- Employment Practices for Supervisors 6
- California State Mandated Training 6

LAW ENFORCEMENT 7
- Corrections 7
- Dispatch 7
- Driver Training for Police 7
- Homeland Security 7
- Investigation 7
- Officer Survival 8
- Patrol 8

MOTOR VEHICLE SAFETY 10
- Driver Training 10
- Emergency Vehicle Operator Training 10
- Large Vehicle Driver Training 10
- Supervisor Training 10

OSHA & COMPLIANCE 11
- Occupational Health & Safety 11
- Compliance 11

PROFESSIONAL SECURITY 12
- Basic Security Officer Training Series 12
- Campus Security Series 12
- Casino Security Series 12
- Emergency Situations and Workplace Violence 12
- Ethics and Professional Development 12
- General Duties 12
- Homeland Security 12
- Human Resources and Public Relations 12
- Officer Safety and Survival 13
- Security Management 13
- Spanish Courses 13
- Supervisors Training Series 13
- Traffic Control and Vehicle Safety 13

SCHOOL DISTRICTS 14
- Driver Training 14
- Food Service 14
- Human Resources 14
- OSHA, Compliance & Safety 14

SPANISH 15
- Driver Training 15
- Occupational Health & Safety 15
- Human Resources 15

WATER & WASTEWATER 16
- General 16
- Human Resources & Employment Practices 16

EMERGENCY MEDICAL SERVICES

TargetSolutions offers a comprehensive catalog of online EMS continuing education courses that is accepted in most states. Our courses allow first responders, EMT-Basics, EMT-Intermediates and EMT-Paramedics to complete their continuing education requirements in an engaging and easy-to-use format.

PREPARATORY

- Clinical Decision-Making
- Common Infectious Pathogens
- Communication and Documentation
- Cultural Diversity for EMS Providers
- Diet & Nutrition
- Health & Wellness
- HIPAA Awareness
- Infectious Disease Control
- Medical, Ethical, and Legal Issues
- Protecting Yourself from Influenza
- Therapeutic Communications
- Workplace Stress

AIRWAY

- Advanced Airways: Intubation and Beyond (2 hours)
- Airway Management Advanced (2 hours)
- Airway Management Basic
- Blind Nasotracheal Intubation
- Capnography
- Mechanics of Breathing
- Orotracheal Intubation
- Respiratory System A&P Review
- Suctioning the Patient Airway
- Supplemental Oxygen
- Tracheostomies Advanced

PATIENT ASSESSMENT

- Assessing the Patient with Major Trauma
- Patient Assessment Advanced
- Patient Assessment Basic
- Rapid Secondary Assessment
- Special Challenges in Patient Assessment

MEDICAL

- Acute Respiratory Distress Syndrome Advanced
- Allergies and Anaphylaxis Advanced
- Allergies and Anaphylaxis Basic
- Altered Mental Status Advanced
- Altitude Emergencies
- Aquatic Emergencies
- Asthma Advanced
- Behavioral Emergencies Advanced
- Behavioral Emergencies Basic
- Carbon Monoxide Poisoning
- Cardiac Emergencies Advanced
- Cardiac Emergencies Basic
- Cardiovascular Anatomy & Physiology Review
- Complete Resuscitation: Integrating Post-Care Advanced
- Date Rape Drugs
- Diabetic Ketoacidosis Advanced
- Endocrine System Emergencies Advanced
- Epilepsy
- Fundamentals of 12 Lead ECG Operation and Interpretation
- H1N1 (Swine Flu)
- Heat Illness and Emergencies
- Hematology
- HIV/AIDS Awareness
- Intraosseous Infusion Advanced
- Intro to Arrhythmias: Escape Rhythms and Premature Complexes
- Intro to Arrhythmias: Tachy-arrhythmias and Fibrillation
- Managing Cardiac Arrest: During and After Resuscitation
- Medication Errors
- Methamphetamine
- MRSA Infections
- Non-Traumatic Abdominal Injuries
- Non-Traumatic Chest Pain
- Obsterical Emergencies Advanced (2 hours)
- Operating an AED
- Pharmacology Advanced
- Pharmacology Basic
- Poisoning and Overdose
- Prehospital Pulmonary Embolism Care
- Renal Failure Advanced
- Respiratory Emergencies Advanced
- Respiratory Emergencies Basic
- Toxicology and Substance Abuse Advanced
- Understanding the Basics of ECGs

TRAUMA

- Abdominal Trauma Advanced
- Abdominal Trauma Basic
- Amputation Injuries Advanced
- Bleeding and Shock Advanced
- Bleeding and Shock Basic
- Bomb Blast Injuries Advanced
- Burn Management Advanced
- Burn Management Basic
- CNS Injuries Advanced
- CNS Injuries Basic
- Environmental Emergencies Advanced
- Environmental Emergencies Basic
- Femur Fractures
- Gunshot Wounds
- Head and Facial Injuries Advanced
- Injuries and Infections of the Eye
- Kinematics of Trauma
- Musculoskeletal Injuries Advanced
- Musculoskeletal Injuries Basic
- Pelvic Fractures Advanced
- Spinal Cord Injuries
- Thoracic Emergencies Advanced
- Thoracic Emergencies Basic
- Traumatic Head and Brain Injuries Advanced
- Traumatic Injury During Pregnancy

SPECIAL CONSIDERATIONS

- Bariatric Patients
- Geriatric Behavioral Emergencies
- Geriatric Emergencies Advanced
- Geriatric Emergencies Basic
- Geriatric Hip Injuries
- Managing Chronic Care Patients
- Neonatology Advanced
- Obstetrical Emergencies Advanced (2 hour)
- Obstetrical Emergencies Basic
- Patient Abuse and Assault
- Patients with Special Challenges
- Pediatric Airway Management Advanced
- Pediatric Assessment
- Pediatric Burns Advanced
- Pediatric Cardiac Arrest Advanced
- Pediatric Emergencies Advanced
- Pediatric Emergencies Basic
- Pediatric Shock Advanced (2 hours)
- Pediatric Trauma Advanced
- Sudden Infant Death Syndrome (SIDS)

OPERATIONS

- Back Injury Prevention
- Confined-Space Entry
- Crime Scene Awareness
- Driving Safety
- Emergency Response to Terrorism (Modules 1–4)
- Fire & EMS Grant Writing
- First Responder Operations Level Refresher (Modules 1–4)
- Incident Command System
- Introduction to Hazardous Materials
- Managing Multiple Casualty Incidents
- Medical Extrication & Rescue
- Hazard Communication

FIRE

TargetSolutions' course catalog delivers more than 250 hours of recertification courses for emergency responders. Courses based on the NFPA codes and standards, including NFPA 1001, 1021 and the 1500 Series. Courses also cover wildland fire, response to terrorism and much more.

NFPA 1001 SERIES | FIREFIGHTER I & II

TargetSolutions has a complete library of Firefighter I & II awareness and refresher level courses based on NFPA codes and standards.

- Building Construction
- Fire Behavior
- Fire Control
- Fire Department Communications
- Fire Detection, Alarm & Suppression Systems
- Fire Hose
- Fire Prevention and Public Education
- Fire Streams
- Firefighter Orientation and Safety
- Firefighter Personal Protective Equipment
- Firefighting Foams
- Forcible Entry into a Structure
- Ground Ladders
- Loss Control
- Portable Extinguishers
- Protection of Evidence of Fire Origin & Cause
- Rescue and Extrication
- Self-Contained Breathing Apparatus
- Vehicle Extrication
- Ventilation
- Water Supply

NFPA 1021 SERIES | COMPANY OFFICER

TargetSolutions has developed a complete line of company officer awareness and refresher level courses based on NFPA codes and standards.

- Action Plan Implementation
- Assuming the Role of Company Officer
- Budgeting
- Community Awareness
- Company-Level Training
- Elements of Supervision and Management
- Fire and Life Safety Inspections
- Fire Department Communications
- Fire Department Structure
- Fire Investigation
- Firefighter Safety and Health
- Government Structure
- Incident Response Safety
- Incident Scene Communications
- Incident Scene Management
- Information Management
- Labor Relations
- Leadership as a Group Influence
- Legal Responsibilities and Liabilities
- Pre-Incident Planning
- Professional Ethics
- Public Education Programs

NFPA 1500 SERIES

This series of courses is designed specifically for the fire industry and meets the NFPA 1500 code requirements. These courses were developed in conjunction with the NFPA, and specific content experts at the NFPA participated in their creation.

- Advanced HAZWOPER Awareness (Modules 1–4)
- Bloodborne Pathogens Safety
- Combustible & Flammable Liquids
- Compressed Gas Safety
- Confined Space Entry
- CPR Academic
- Driving Safety
- Hazard Communication
- HAZMAT Spill Prevention & Control
- HAZMAT Transportation
- Laboratory Safety
- Materials Handling, Storage, Use & Disposal
- Personal Protective Equipment
- Respiratory Protection
- Welding Safety

GENERAL

- Assembly Occupancy Fire and Life Safety Inspection
- Building Construction
- Carbon Monoxide
- Customer Service for Fire Department Personnel
- Emergency Response to Terrorism (Modules 1–4)
- Ethics
- Fire & EMS Grant Writing
- Fire Alarm Systems
- Fire Industry Driver Intersection Safety
- Fire Industry Driver Operator
- Fire Industry Introduction to Wildland Fire Behavior
- Fire Prevention and Public Education
- Fire Service: Health & Safety
- First Responder Hybrid Vehicle Incidents
- First Responder Operations (Modules 1–4)
- Firefighter Rehabilitation (Modules 1-2)
- High Rise Fire and Life Safety Inspection
- How to Read a Building
- Leadership and Ethics
- NFPA 1403 Live Fire Training Evolutions
- NFPA 1584 Firefighter Rehabilitation Customer Service for Fire Department Personnel
- Portable Extinguishers: Types and Usages
- School Fire and Life Safety Inspection
- Water Supply

WILDLAND FIREFIGHTING

- RT-130 Annual Wildland Fire Safety Refresher (Modules 1–4)
- S-190 Intro to Wildland Fire Behavior (Modules 1–4)

ARFF TRAINING

TargetSolutions is pleased to offer valuable training for airport firefighters. The 17-course bundle delivers 13 hours of training featuring video- and scenario-based lessons.

- Adapting and Using Structural Equipment
- Aircraft Cargo Hazards (Parts 1-2)
- Aircraft Familiarization
- Aircraft Rescue - Emergency Communications
- Airport Rescue And Firefighting Ops
- Application of Extinguishing Agents (Parts 1-4)
- Aviation Incident Response/Crash Rescue Management
- Command and Control of Aircraft Incidents
- Emergency Aircraft Evacuation
- Out of the Blue
- Personnel Safety
- Vehicle Rescue
- Water Rescue

HUMAN RESOURCES

TargetSolutions' Human Resources courses are designed to supplement the course catalog by providing training that is relevant and essential to all employees. Courses covering Employment Practices for Supervisors cover issues encountered in the workplace for individuals tasked with making employment decisions, including issues of harassment, hiring and termination, discrimination, evaluation and documentation.

HUMAN RESOURCES

- Alcohol-Free Workplace
- Computer Security Awareness
- Customer Service
- Drug-Free Workplace
- Ethics in the Workplace
- General HIPAA Awareness
- General Office Ergonomics
- Health & Wellness
- Office Safety
- Red Flag Rules (Identity Theft Protection)
- Sexual Harassment Awareness
- Targeted Violence Considerations
- Workplace Diversity
- Workplace Stress
- Workplace Violence

EMPLOYMENT PRACTICES FOR SUPERVISORS

- Anger, Violence, and Conflict in the Workplace
- Dealing with Issues of Alcohol and Substance Abuse
- Discipline and Termination
- Employment Practices Overview
- Interviewing and Hiring
- Performance Management
- Preventing Discrimination in the Workplace
- Reasonable Suspicion of Alcohol for Supervisors
- Reasonable Suspicion of Drugs for Supervisors
- Understanding Employee Leave
- Motor Vehicle Incident Investigation for Supervisors
- Motor Vehicle Personnel Selection for Supervisors
- Motor Vehicle Safety Overview for Supervisors
- Sexual Harassment Awareness for Supervisors

CALIFORNIA STATE MANDATED TRAINING

- CA Local Agency Ethics (AB 1234)
- Cal/OSHA Log 300
- Sexual Harassment Prevention for Supervisors (California AB 1825)

LAW ENFORCEMENT

TargetSolutions' robust online course catalog features engaging courses covering dozens of topics germane to law enforcement officers. Courses are put through a rigorous creation process to ensure comprehensive information that features detailed lesson plans. The end result is a well-trained and prepared police force.

- Arrest and Control Techniques
- Arrest Procedures
- Computer Security Awareness (LAW)
- Crime Scene Investigation
- Critical Incident Response
- Dispatch
- Domestic Violence
- Drug Interdiction
- Drug Investigation
- Excessive Force
- Fatigue
- Gang Dynamics
- Gang Identification
- Mental Illness
- Use of Force
- Workplace Violence (LAW)
- Workplace Diversity (LAW)

CORRECTIONS

- Booking and Intake
- Community Corrections
- Con Games in Jail and Prisoner Transport
- Control, Verbal Judo and Defensive Tactics
- Corrections and Terrorism
- Corruption Continuum
- Court Tactics and Techniques
- Cross-Gender Supervision and Jail Crisis Response
- Direct Supervision
- Gangs and Jail Recreation
- Inmate Supervision
- Inmate/Cell Searches and Jail Escapes
- Integrity in the Workplace
- Interpersonal Communications and Weapon Control
- Jail Gangs
- Jail Suicides and Close Quarter Assaults
- Juvenile Corrections
- Juvenile Inmates
- Medical Emergencies
- Prisoner Escort
- Professional Communications Skills
- Stress Reduction and Improving Officer Morale
- Tactical Jaw and Limb Control
- Tuberculosis in Corrections
- Use of Force: Role of the 8th Amendment
- Violent Attacks
- Youth Gangs

DISPATCH

- Answering Suicidal Callers
- Calls from the Hearing Impaired
- Communication Essentials
- Handling Special Situations
- Managing a Communications Division
- Officer Line of Duty Death
- Stress Management:
- Team Building
- The AMBER Alert System

DRIVER TRAINING FOR POLICE

- Accidents and Emergencies
- Adjusting to Changing Conditions
- Characteristics of Law Enforcement Vehicles
- Dangers of Speeding
- Defensive Driving Strategies
- Distracted Driving
- Driver Safety Orientation
- Emergency Vehicle Operations
- Impaired Driving
- Intersection Safety
- Legal Consideration for Police Drivers
- Police Vehicle Technology
- Pursuit Driving
- Safe Backing
- Vehicle Inspection & Maintenance
- Vehicle Safety & Security

HOMELAND SECURITY

- Control Procedures for WMD Incidents
- Critical Infrastructure Protection (Modules 1-3)
- Homeland Security Awareness (Modules 1-6)

INVESTIGATION

- Bloodstain Evidence Analysis
- Bloodstain Evidence Documentation
- Body of Evidence
- Building Search Essentials
- Bullet Ricochet Phenomena
- Burned Evidence
- Cartridge Case Ejection Pattern Testing
- Cold Case Files
- Composite Interviewing
- Consent Searches: United States v. Drayton
- Dangers of Hidden Devices
- Detecting Strangulation
- DNA Evidence and Testing
- Elder Abuse
- Electron Microscopy
- Evidence Chain of Custody
- Evidentiary Reenactments
- Fatal Blood Loss Evidence
- Fiber Analysis
- Footprint Impressions Evidence
- Forensic Genetics
- Forensic Geology and Odontology
- Geophysics and Forensic Anthropology
- High Risk Warrants
- Home Seizures: Illinois v. McArthur
- Homicide Investigation
- Identity Crimes
- Insurance Fraud

- Intelligence Gathering and the U.S. Patriot Act
- Large Vehicle Bombs: Post-Blast Investigation (Modules 1-2)
- Mail Bombs
- Micro-Clues
- Motor Vehicle Theft
- Munchausen Syndrome by Proxy
- Open Source Investigations
- Post-Blast Investigation
- Profiling Criminal Violators
- Pyroanalysis and Toxicology
- Recognizing Fraudulent Identification Documents
- Retroactive Amnesia
- Rope Analysis
- Slow and Deliberate Searches
- The Proper Use of Trajectory Rods
- Tire Tread and Tire Track Evidence
- Toxicology
- Ultraviolet Microscopy
- Undercover Drug Buys
- Undercover Drug Reversals

OFFICER SURVIVAL

- Aerosol Defense Spray
- Collapsible Baton
- Combat Handcuffing
- Command Presence
- Concealed Carry Tactics
- Concepts of the Duty Pistol Training Course
- Confined Area Survival Tactics (Modules 1-2)
- De-escalating the Use of Force
- Edged Weapon Defense Tactics
- Electronic Control Devices
- Firearm Retention and Disarming
- Firearm Safety in the Home
- Firearms Training Paradigm
- Knife Defense Tactics
- Laser Sighting Systems
- Less Lethal Force
- Non-dominant Hand Skills
- O.C. Sprays
- Off-Duty Survival
- Officer Involved Shootings
- Operational Characteristics of the Pistol
- Physiokinetics and Time Framing
- Physiological Response to Stress
- Police Shooting Tactics
- Pressure Point Control Tactics
- Risk Assessment
- Survival Considerations for Female Officers
- Tactical Groundfighting
- The Paradigm of Pistolcraft
- Use of Deadly Force: Garner v. Tennessee
- Use of Force Decision Making
- Witness to Excessive Force

PATROL

- Achieving Peak Performance
- Approaching a Suspect on Foot
- Basic Medical Procedures
- Basic Physical Conditioning
- Basic Principles of Active Shooter Response
- Bike Patrol
- Bomb Tactics
- Child Abduction Response Teams (CART)
- Clandestine Drug Labs
- Coaching for High Quality Work Performance
- Commercial Vehicle Searches
- Communication Processes
- Community Injury Prevention Programs
- Conducting Traffic Stops
- Core Competencies of Leadership
- Crime Analysis Tools and Techniques
- Crime Prevention in the 21st Century
- Crimes in Progress
- Critical Incident Stress Management
- Danger on Traffic Stops
- Domestic Violence (Modules 1-2)
- Driving Safety
- Drug Informants
- Emergency Childbirth
- Emergency Vehicle Evacuation
- Ethics in Law Enforcement
- Evaluate and Use Non-Verbal Messages
- Explosives and Military Ordinance
- Field Sobriety Testing
- Foot Pursuits
- Geographic Information Systems and Crime Analysis
- Heart Health for Active Duty Officers
- Hostage Negotiations
- Hydroponics
- Infectious Diseases
- Law Enforcement Personnel Standards
- Major Supreme Court Decisions of 2004
- Managing Confrontation with Communication
- Managing Traumatic Injuries
- Mass Casualty Response
- Mentally Ill Crisis Intervention
- Military Courtesy for Uniformed Police Person
- Natural Disasters
- NHTSA Education Initiatives
- No Regard for Human Life (Parts 1-2)
- Non-Verbal Officer Communication
- Officer Training Techniques
- Patrol Strategies and Tactics
- Physical Control of a Raging Suspect
- Poison Exposure Hazards
- Police Response to Structure Fires
- Protection of Potential and Actual Crime Scenes
- Pursuit Driving
- Pursuit Phases and Technologies
- Rapid Vehicle Takedown
- Recognizing Possible Suspects
- Remote Area Techniques and Tactics
- Report Writing to Win Cases (Modules 1-2)
- Responding to Physical Child Abuse
- Safety Securing and Transporting Subjects
- School Resource Officers

- Sex Crimes Against Children
- Sex Offender Registrations
- Sharpening Facial Recognition Skills
- Single Officer Patrol
- Special Interest Aliens
- Sudden In-Custody Death Syndrome
- Suicide Bombers
- Suicide by Cop
- Tactical Felony Stops
- Tactical Response to Snipers and Mass Shootings
- Terrorism and the Municipal Police Department
- Traffic Stops and Racial Profiling (Modules 1-3)
- Training Techniques: SWAT
- Understanding Hate Crimes
- Vehicle Compartment Searches
- Vehicle Searches
- Verbal Judo
- Visual Sense Dominance
- Weapons of Mass Destruction Overview (Modules 1-2)
- WMD Decontamination Systems
- Women in Law Enforcement

MOTOR VEHICLE SAFETY

TargetSolutions' Online Driver Training & Compliance Program offers organizations a solution to reduce motor vehicle losses. Driver curriculum is designed to change unsafe driving behavior and reinforce critical safe-driving concepts. Courses have been tailored to meet the varied needs of drivers of automobiles, large trucks and passenger vans. Supervisor curriculum is designed to provide supervisors with the training necessary to maintain a staff of safe and capable drivers. Driver training courses and curriculum for supervisors are available.

DRIVER TRAINING

- Accidents and Emergencies
- Adjusting to Changing Conditions
- Aggressive Driving
- Dangers of Speeding
- Defensive Driving Strategies
- Distracted Driving
- Driver Safety Orientation
- Expressway and Highway Driving
- Impaired Driving
- Intersection Safety
- Passenger Van Safety
- Safe Backing
- Seat Belt & Airbag Safety
- Securing Materials for Transportation
- Sharing the Road
- Vehicle Inspection and Maintenance
- Vehicle Safety and Security

EMERGENCY VEHICLE OPERATOR TRAINING

- Accidents & Emergencies for Emergency Vehicle Operators
- Adjusting to Changing Conditions for Emergency Vehicle Operators
- Dangers of Speeding for Emergency Vehicle Operators
- Defensive Driving Strategies for Emergency Vehicle Operators
- Distracted Driving for Emergency Vehicle Operators
- Driver Safety Orientation for Emergency Vehicle Operators
- Emergency Vehicle Characteristics
- Emergency Vehicle Operations
- Impaired Driving for Emergency Vehicle Operators
- Intersection Safety for Emergency Vehicle Operators
- Legal Considerations for Emergency Vehicle Operators
- Safe Backing for Emergency Vehicle Operators
- Seat Belt & Airbag Safety for Emergency Vehicle Operators
- Securing Materials for Transportation for Emergency Vehicle Operators
- Vehicle Inspection and Maintenance for Emergency Vehicle Operators
- Fleet Program Vehicle Safety and Security for Emergency Vehicle Operators

LARGE VEHICLE DRIVER TRAINING

- Accidents & Emergencies for Large Vehicle Operators
- Adjusting to Changing Conditions for Large Vehicle Operators
- Aggressive Driving for Large Vehicle Drivers
- Dangers of Speeding for Large Vehicle Drivers
- Defensive Driving Strategies for Large Vehicle Drivers
- Distracted Driving for Large Vehicle Drivers
- Driver Safety Orientation for Large Vehicle Drivers
- Impaired Driving for Large Vehicle Drivers
- Intersection Safety for Large Vehicle Drivers
- Large Vehicle Characteristics
- Safe Backing for Large Vehicle Drivers
- Seat Belt & Airbag Safety for Large Vehicle Drivers
- Securing Materials for Transportation for Large Vehicle Drivers
- Sharing the Road for Large Vehicle Drivers
- Vehicle Inspection and Maintenance for Large Vehicle Drivers
- Vehicle Safety and Security for Large Vehicle Drivers

SUPERVISOR TRAINING

- Motor Vehicle Incident Investigation for Supervisors
- Motor Vehicle Safety Overview for Supervisors
- Motor Vehicle Personnel Selection for Supervisors

OSHA & COMPLIANCE

TargetSolutions' online courses can be used to help comply with OSHA and other federal and state regulatory agency training mandates. Complete all of your required compliance training courses online, eliminating the logistic issues inherent in traditional training methods. OSHA & Compliance courses cover the following categories: General Safety, Environmental Awareness, Human Resources and supervisor-related course topics.

OCCUPATIONAL HEALTH & SAFETY

- Advanced Construction Safety (Modules 1–4)
- Advanced HAZWOPER Awareness (Modules 1–4)
- Aerosol Transmissible Diseases
- Alcohol-Free Workplace
- Asbestos Awareness
- Back Injury Prevention
- Bloodborne Pathogens Safety
- Building Evacuation and Emergencies
- Combustible & Flammable Liquids
- Compressed Gas Safety
- Confined-Space Entry
- CPR Academic
- Diet & Nutrition
- Disaster Preparedness
- Driving Safety
- Drug-Free Workplace
- Electrical Safety
- Eye Safety
- Fall Protection
- Fire Extinguisher Safety
- Fire Prevention Safety
- First Responder Operations Level Refresher (Modules 1–4)
- Forklift Safety
- General Construction Safety
- General First Aid Part 1
- General First Aid Part 2
- General Office Ergonomics
- Hand & Power Tool Safety
- Hazard Communication
- HAZMAT Spill Prevention & Control
- HAZMAT Transportation
- Health & Wellness
- Hearing Conservation
- HIV/AIDS Awareness
- Incident Investigation
- Indoor Air Quality
- Industrial Ergonomics
- Laboratory Safety
- Ladder & Scaffolding Safety
- Laser Safety
- Lead Awareness
- Lock-Out / Tag-Out
- Machine Guarding
- Materials Handling, Storage, Use & Disposal
- Office Safety
- Personal Protective Equipment
- Radiation Safety
- Respiratory Protection
- Risk Assessment Analysis
- Slips, Trips, & Falls Prevention
- Trenching & Shoring
- Welding Safety
- Working in Extreme Temperatures
- Workplace Stress
- Workplace Violence

COMPLIANCE

- Cal/OSHA Log 300
- General HIPAA Awareness
- Sexual Harassment Awareness
- Workplace Diversity

PROFESSIONAL SECURITY

TargetSolutions offers accredited training covering various roles and duties of professional security, including campus security, casino security, private security, hospital security, shopping center security, etc. Courses feature scenario-based interactions and videos.

Basic Security Officer Training Series
- BSOTS: Asset Protection and Security
- BSOTS: Civil Law and Civil Liability
- BSOTS: Communications
- BSOTS: Criminal Law and Criminal Liability
- BSOTS: Emergency Situations
- BSOTS: Ethics, Deportment, and Professional Conduct
- BSOTS: Fire Protection and Life Safety
- BSOTS: Human and Public Relations
- BSOTS: Investigations
- BSOTS: Patrols and Fixed Posts
- BSOTS: Physical Security and Crime Prevention
- BSOTS: Report Writing

Campus Security Series
- Alcohol Abuse on Campus
- Campus and Community Relations
- Campus Awareness and Crime Prevention
- Crime and Incident Scene Protection
- Critical Incident Response in the School Environment
- Physical Security in the School Environment
- Fire and Emergency Response Planning
- Legal Responsibilities
- Report Writing
- Residence Hall Security
- Special Events

Casino Security Series
- Emergency Procedures in the Casino Industry
- Role of the Security Officer in the Casino Industry
- Security Officer Procedures in the Casino Industry

Emergency Situations and Workplace Violence
- Bomb Threat Response
- Emergency Department Security
- Emergency Response in the Retail Setting
- Evacuations
- Fire and Emergency Response
- Fire Apparatus and Response in a Healthcare Facility
- First Aid Essentials
- First Response to Felony Crimes
- Handling Emergency Situations
- Hate Crimes
- Infant Abduction (Part I)
- Infant Abduction (Part II)
- Introduction to Emergency Management (Part I)
- Introduction to Emergency Management (Part II)
- Medical Emergency Response (Part I)
- Medical Emergency Response (Part II)
- Tactical Responses to Practical Situations
- Workplace Violence Prevention

General Duties
- Access Control
- Building Searches
- Correcting Common Errors in Report Writing
- Crime and Incident Scene Investigations (Part I)
- Crime and Incident Scene Investigations (Part II)
- Customer Service as a Security Function
- Detection Procedures
- Effective Interviewing
- Enforcement Techniques
- Event Security (Part I)
- Event Security (Part II)
- Event Security (Part III)
- Gang Trends
- Inspections
- Intelligence Gathering
- Interviewing at the Scene
- Juveniles and Gangs
- Maintaining a Safe Work Environment
- Physical Fitness for Security Officers (Part I)
- Physical Fitness for Security Officers (Part II)
- Professional Communication (Part I)
- Professional Communication (Part II)
- Radio Communication (Part I)
- Radio Communication (Part II)
- Report Writing
- Report Writing and Crime Prevention
- Search and Escort
- Search and Seizure (Part I)
- Search and Seizure (Part II)
- Security and Police Relations
- Shoplifters
- Telephone Techniques
- Testifying as a Security Officer
- The Basics of Fixed Security Posts

Homeland Security
- Terrorism: The Security Challenge
- Threat of Terrorism in the U.S.

Human and Public Relations
- Command Presence
- Communicating With Angry People
- Communication Mistakes to Avoid
- Dealing With Mentally Ill Persons
- Defusing Conflict and Crisis
- Engaging the Customer
- Lobby or Reception Area Security
- Lost Children
- Proxemics and Personal Space
- Public Relations
- Tactical Communications

Officer Safety and Survival
- Edged Weapon Defense
- Evaluate and Use Non-Verbal Messages (Part I)
- Evaluate and Use Non-Verbal Messages (Part II)
- Handcuffing Techniques

- Legally Defensible Training Tactics (Part I)
- Legally Defensible Training Tactics (Part II)
- Non-aggressive Defense
- OC Sprays
- Principles for the Use of Force
- Security Officer Safety
- Tactical Thinking

Security Management

- Basics of Risk Management
- Emergency Preparedness and Crisis Management
- Fusion Centers
- Leadership Principles
- Preparing Performance Evaluations
- Professional Standards
- Reducing Business Risk
- Sexual Harassment
- Supervisor Communication
- Time Management

Spanish Courses

- Basic Security Tool Kit (Spanish)
- Controlling Aggressive Individuals (Spanish)
- Crime Scene Containment (Spanish)
- Emergency Situations (Spanish)
- Fire Alarms and Extinguishers (Spanish)
- General Duties (Spanish)
- Patrol (Spanish)
- Radio and Telephone Communications (Spanish)
- Report Writing (Spanish)
- Security Officer Safety (Spanish)

Supervisors Training Series

- Supervisors: Behavior and Motivation
- Supervisors: Counseling and Sexual Harassment
- Supervisors: Employee Performance Evaluations
- Supervisors: Substance Abuse
- Supervisors: Time Management

Traffic Control and Vehicle Safety

- Focus on Vehicles
- Parking Lot Security
- Safe Driving Strategies
- Traffic Safety and Control
- Vehicle Safety and Security

SCHOOL DISTRICTS

TargetSolutions offers a comprehensive catalog of online courses for school district employees. Courses are designed to enhance knowledge and ensure safety in scholastic environments, covering a wide range of topics for principals, teachers, supervisors, librarians, custodians, food service employees and school security personnel. Courses cover the following categories: Emergency Operations Management, Environmental, Health, Human Resources, Library Services, Nutrition Service, School Safety & Behavioral and Transportation.

DRIVER TRAINING

- Adjusting to Changing Driving Conditions
- Defensive Driving Strategies
- Distracted Driving
- Driver Safety Orientation
- Driving Accidents & Emergencies
- Large Vehicle Characteristics
- Passenger Van Safety

FOOD SERVICE

- Food Safety, Foodborne Illness & Kitchen Sanitation
- Food Service General Safety
- Food Services Proper Lifting
- School Meal Compliance

HUMAN RESOURCES

- Child Abuse: Mandated Reporter Training
- Ethics in the Workplace
- Introduction to Understanding the Rights of LGBT Students
- Maintaining Professional Staff/Student Boundaries
- Sexual Harassment Awareness
- Sexual Harassment Prevention for Supervisors (California AB 1825)
- Workplace Diversity

OSHA, COMPLIANCE & SAFETY

- Aerosol Transmissible Diseases
- Avoiding Slips, Trips, and Falls
- Back Injury Prevention
- Bloodborne Pathogens Safety
- Breaking Up Student Fights
- Computer Security Awareness
- Crossing Guard Safety
- Electrical Safety
- FERPA: Protecting Student Privacy
- Fire Extinguisher Safety
- Fire Prevention Safety
- General First Aid Part 1
- General First Aid Part 2
- General Office Ergonomics
- Hazmat Spill Prevention & Control
- Hearing Conservation
- Incident Investigation
- Lead Awareness
- Personal Protective Equipment
- Playground Safety
- Playground Supervision
- Proper Lifting
- Proper Lifting Library Operations
- Proper Use of Seclusion and Restraint
- Recognition of Hazards for Principals
- Respiratory Protection
- School Bullying
- School Bus Behavior and Discipline
- School Shooting Awareness
- School Violence and Weapons
- Student Concussions
- Working in Extreme Temperatures
- Workplace Violence
- Youth Suicide: Awareness and Prevention

SPANISH

TargetSolutions offers online training courses in Spanish. Courses cover the following categories: Driver Training, Environmental Awareness, General Safety, Human Resources and Occupational Health. If you would like more information about TargetSolutions' Spanish library, please contact us today.

DRIVER TRAINING

- Accidents & Emergencies
- Adjusting to Changing Conditions
- Aggressive Driving
- Dangers of Speeding
- Defensive Driving Strategies
- Distracted Driving
- Driving Safety
- Expressway and Highway Driving
- Impaired Driving
- Incident Investigation for Supervisors
- Intersection Safety
- Large Vehicle Characteristics
- Incident Investigation for Supervisors
- Safe Backing
- Seat Belt & Airbag Safety
- Securing Materials for Transportation
- Sharing the Road
- Vehicle Inspection and Maintenance
- Vehicle Safety and Security

OCCUPATIONAL HEALTH & SAFETY

- Advanced HAZWOPER Awareness (Modules 1-4)
- Asbestos Awareness
- Back Injury Prevention
- Bloodborne Pathogens Safety
- Combustible & Flammable Liquids
- Compressed Gas Safety
- Confined-Space Entry
- CPR Academic
- Diet & Nutrition
- Disaster Preparedness
- Driving Safety
- Electrical Safety
- Eye Safety
- Fall Protection
- Fall Protection
- Fire Extinguisher Safety
- Fire Prevention Safety
- Forklift Safety
- General Construction Safety
- General First Aid
- General Office Ergonomics
- Hand & Power Tool Safety
- Hazmat Spill Prevention & Control
- Hazmat Transportation
- Health & Wellness
- Hearing Conservation
- Indoor Air Quality
- Industrial Ergonomics
- Laboratory Safety
- Ladder & Scaffolding Safety
- Laser Safety
- Lead Awareness
- Lock-Out / Tag-Out
- Machine Guarding
- Materials Handling, Storage, Use, & Disposal
- Office Safety
- Personal Protective Equipment
- Radiation Safety
- Respiratory Protection
- Hazard Communication
- Risk Assessment Analysis
- Slips, Trips, & Falls Prevention
- Trenching & Shoring
- Welding Safety
- Working in Extreme Temperatures
- Workplace Stress
- Workplace Violence

HUMAN RESOURCES

- Alcohol-Free Workplace
- Drug-Free Workplace
- General Office Ergonomics
- Incident Investigation
- Sexual Harassment
- Workplace Diversity

WATER & WASTEWATER

TargetSolutions' Water and Wastewater continuing education courses have been designed to fulfill both the safety and technical recertification requirements for all levels of water industry professionals. Please contact TargetSolutions for details regarding how TargetSolutions' courses meet requirements for each state. Courses cover the following categories: Environmental Awareness, General Safety, Human Resources, Occupational Health and Technical.

GENERAL

- Advanced HAZWOPER Awareness (Modules 1–4)
- Asbestos Awareness
- Back Injury Prevention
- Backflow Prevention Methods
- Backflow Prevention Overview
- Building Evacuation and Emergencies
- CA AB 54 for Water
- CPR Academic
- Coagulation, Flocculation and Sedimentation
- Combustible & Flammable Liquids
- Compressed Gas Safety
- Confined-Space Entry
- Corrosion Control
- Disaster Preparedness
- Disinfection Basics
- Distribution Service to Customers
- Distribution System Materials and Equipment
- Driving Safety
- Effective Meter Reading
- Emergency Response to Terrorism (Modules 1–4)
- Eye Safety
- Fall Protection
- Filtration Basics
- Fire Extinguisher Safety
- Fire Prevention Safety
- Forklift Safety
- General Construction Safety
- General First Aid Part 1
- General First Aid Part 2
- General Office Ergonomics
- Ground Water Treatment
- HAZMAT Spill Prevention & Control
- HAZMAT Transportation
- Hand & Power Tool Safety
- Hearing Conservation
- Hydraulics
- Incident Investigation
- Indoor Air Quality
- Industrial Ergonomics
- Infectious Disease Control
- Laboratory Safety
- Ladder & Scaffolding Safety
- Laser Safety
- Lead Awareness
- Lock-Out / Tag-Out
- Low Voltage Electrical Safety
- Machine Guarding
- Maintenance on Pumps, Motors, and Circuits
- Materials Handling, Storage, Use, & Disposal
- Mathematics Applied
- Mathematics Basics
- Personal Protective Equipment
- Radiation Safety
- Respiratory Protection
- Hazard Communication
- Risk Assessment Analysis
- Slips, Trips, & Falls Prevention
- Storm Water Pollution Prevention
- Trenching & Shoring
- Wastewater Treatment
- Water Main Installation
- Welding Safety
- Working in Extreme Temperatures

HUMAN RESOURCES & EMPLOYMENT PRACTICES

- Alcohol-Free Workplace
- Diet & Nutrition
- Drug-Free Workplace
- Health & Wellness
- Office Safety
- Principles of Debt Collections
- Reasonable Suspicion of Alcohol for Supervisors
- Reasonable Suspicion of Drugs for Supervisors
- Sexual Harassment Awareness
- Workplace Diversity
- Workplace Stress
- Workplace Violence



TargetSolutions delivers employee training that helps public entities mitigate risk, reduce claims and save money.

CLIENT AGREEMENT

This Client Agreement (the "Agreement"), is made this ___ day of _____, 2016, by and between **TargetSolutions Learning, LLC** ("TSL"), a Delaware limited liability company, and the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation, ("Client"), and governs the purchase and ongoing use of the services described in this Agreement.

WHEREAS, the City of Cocoa desires to make available certain trainings and learning opportunities to its employees on a convenient basis such that trainings, certifications, and other related functions are both convenient for City employees and financially beneficial for the City; and

WHEREAS, the City of Cocoa finds that certain software and online trainings are offered by TSL which provide an acceptable method by which the City may offer trainings and learning opportunities to all City employees, including but not limited to fire department, law enforcement, utilities department, water and wastewater department, and all administrative City employees, as well as a convenient mechanism by which, in addition to other functions, the City may track the progress and educational needs and individualized requirements of City employees in relation to their respective positions.

IN CONSIDERATION of the mutual covenants and provisions, and other good, diverse, and valuable considerations, the receipt and sufficiency all or which is acknowledged, the parties desiring to be legally bound agree:

1. **Services.** TSL shall provide the following services:

1.1. Access. TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users"). Such Services ("Services") shall include, but not be limited to, all descriptions as provided on the "Platform Solutions Descriptions" attached hereto as Exhibit "A" and fully incorporated herein by this reference thereto.

1.2. Availability. TSL shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.

1.3. Help Desk. TSL will assist Users as needed on issues relating to usage via e-mail, and a toll free Help Desk five (5) days per week at scheduled hours.

2. **Client's Obligations.**

2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. Identify Users. Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features not identified by this Agreement, nor dependent on any public comments regarding future functionality or features not identified by this Agreement.

3. **Fees and Payments.**

3.1. Fees. Client will pay for the Services in accordance with the Local Government Prompt Payment Act. The total cost for Services under this Agreement is Forty-Four Thousand, One Hundred and Seventy-Five Dollars and 30/100. ($44,175.30), and is evidenced as set forth in the Proposal attached hereto as Exhibit "B" and fully incorporated herein by this reference hereto. Fees listed in Exhibit "B" may be increased by

up to 2.5% per year for any renewal terms. Standard course libraries shall be maintained and updated from time to time, which may include the addition of new accredited courses (which are courses that qualify for continuing education units or CEUs), at no additional charge.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars. TSL will invoice in advance of providing Services. Payment of invoices shall be made in accordance with the Local Government Prompt Payment Act. The payments of the total amount of the fees provided in Section 3.1 shall be made as follows: (i) Payment of Nineteen Thousand, Five Hundred and Eighteen Dollars and 70/100 shall cover all pro-rated fees for Services from the Effective Date of this Agreement through September 30, 2017 and shall become due upon execution of this Agreement; and (ii) Payment of Twenty-Four Thousand, Six Hundred and Fifty-Six Dollars and 60/100 shall cover all fees for Services between October 1, 2017 through September 30, 2018 and shall become due October 1, 2017.

3.3. Suspension of Service for Overdue Payments. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

4. **Intellectual Property Rights.**

4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, or recommendations provided by Client and relating to same. This Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.3. Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the Community Resources section of TSL's website with TSL's 3rd party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers. TSL hereby agrees that neither the uploading, nor conveyance otherwise, to TSL, or any third party, of any information, intellectual property, or otherwise, which belongs to Client shall create or transfer any rights, title or interest in or to any such information, intellectual property, or property otherwise, of Client.

5. **Term and Termination.**

5.1 Term. The term of this Agreement ("Term") shall commence on December 13, 2016 (the "Effective Date,") and shall terminate on September 30, 2018, unless extended by mutual written agreement of the parties in advance of the expiration of the Agreement.

5.2 Termination by Consent. This agreement may be terminated by the mutual written consent of both parties, and without penalty. Should the Agreement be so terminated, TSL shall reimburse Client on a pro rata basis, for the remainder of the term of the Agreement for which TSL will not provide services and for which Client has paid in advance.

5.3 Default; Termination for Cause. Should a defaulting party not cure a default in any term or condition of this Agreement, of which it is given written notice in accordance with this paragraph, this Agreement may be terminated for cause by the non-breaching party, as provided for

herein. Should either party desire to declare the other party in default of any term and condition of this Agreement, the non-defaulting party shall provide the defaulting party a written notice of default. The written notice shall, at a minimum, state with particularity the nature of the default, the manner in which the default can be cured, and a reasonable time period of not less than fifteen (15) days in which the default must be cured. If the default is not cured by the breaching party, this Agreement may be terminated by the non-breaching party. In the event that the Agreement is terminated due to default by TSL which is not cured, the Client shall be reimbursed on a pro-rated basis for the remainder of the Agreement for which it has provided payment and for which the Client will not utilize the Services post-termination.

6. **Mutual Warranties.**

6.1. Mutual Representations. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

7. **Miscellaneous.**

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2(b) of this Agreement, or TSL's gross negligence or intentional misconduct, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months or then current Agreement term, whichever is greater.

7.2. Indemnification.

(a) TSL shall, to the fullest extent permitted by law, indemnify and hold harmless Client and its employees, officers, and attorneys against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from the negligent acts, errors, omissions, intentional or otherwise, arising out of or resulting from: (i) TSL's performance of any Services provided under this Agreement; (ii) any breach of any material term and condition of this Agreement.

(b) TSL shall, to the fullest extent permitted by law, indemnify and hold harmless Client and its employees, officers, and attorneys against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from any third party claim that the Services performed by TSL under this Agreement infringe or violate any intellectual property right of any person.

The indemnification provided above shall obligate TSL to defend at its own expense or to provide for such defense, at the option of Client of all claims of liability and all suits and actions of every name and description that may be brought against Client or its employees, officers, and attorneys which may result from the Services under this Agreement whether the Services are performed by TSL or anyone directly or indirectly employed by TSL. In all events Client shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification. This section shall survive termination of this Agreement.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other. Unless otherwise specifically required by this Agreement, TSL shall not assign, sublet, or transfer any rights or Services under or interest in (including, but without limitations, moneys that may become due) this Agreement without the written consent of Client, except if any assignment, sublet, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Further, except for subject matter experts and 3rd party content development services used in the development of course content, software development quality assurance resources, 3rd party hosting services, TSL shall subcontract no portion or all portions of the Services without the written consent of Client. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and TSL, and all duties and responsibilities under this Agreement will be for the sole and exclusive benefit of Client and TSL and not for the benefit of any other party.

7.4. Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any "force majeure" act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, or computer virus.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.7. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

7.8 Insurance. During the term of this Agreement, TSL shall procure and maintain, at TSL's sole cost and expense, the following insurance coverages:

General Liability - $1,000,000 Per Claim/$2,000,000 Aggregate

7.9 Provision of Services is a Private Undertaking. Regarding all Services performed, it is specifically understood and agreed between the parties that the contractual relationship between Client and TSL is such that TSL is an independent contractor and not an agent or employee of Client. Nothing in this Agreement shall be interpreted to establish any relationship, other than that of an independent contractor, between Client and TSL, during or after performing the Services.

7.10 Governing Law; Venue. This Contract shall be governed by the law of the State of Florida. Venue of all disputes shall be properly placed in Brevard County, Florida. The parties agree that the Agreement was consummated in Brevard County, and the site of the Services is Brevard County. If any dispute concerning this Contract arises under Federal law, the venue will be Orlando, Florida.

7.11 Notices. All projects notices, demands, requests, instructions, approvals, and claims shall be in writing. All notices of any type shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

TO THE CLIENT:

John A. Titkanich, Jr.
City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922
321-433-8680 (Phone)

TO TSL:

Name: _____
Address: _____
_____
Phone: _____

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery, or if notice is given by first class U.S. mail, postage prepaid, then notice shall be deemed to have been given upon the date said notice was deposited in the U.S. Mail addressed in the manner set forth above. Any party hereto by giving notice in the manner set forth may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

7.12 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, TSL agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of TSL related, directly or indirectly, to the services provided to the Client under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the Client, may be deemed to be a public record, whether in the possession or control of Client or TSL. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of TSL are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the Client's designated custodian of public records.

IF TSL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TSL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CARIE SHEALY, CITY CLERK, AT (321) 433-8480, cityclerk@cocoafl.org**, 65 Stone Street, Cocoa, Florida, 32922.**

TSL is required to and agrees to comply with public records laws. TSL shall keep and maintain all public records required by Client to perform the services as agreed to herein. TSL shall provide the Client, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. TSL shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, TSL shall transfer to Client, at no cost, all public records in possession of TSL, provided the transfer is requested in writing by the City Clerk. Upon such transfer, TSL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, TSL shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Client, upon request from the City Clerk, in a format that is compatible with the information technology systems of Client. Should the Client not possess public records relating to this Agreement which are requested to be inspected or copied by the Client or any other person, the Client shall immediately notify TSL of the request and TSL shall then provide such records to the Client or allow the records to be inspected or copied within a reasonable time. If TSL does not comply with a public records request, the Client may enforce this Section to the extent permitted by law. TSL acknowledges that if TSL does not provide the public records to the Client within a reasonable time, TSL may be subject to penalties under Section 119.10, Florida Statutes. TSL acknowledges that if a civil action is filed against TSL to compel production of public records relating to this Agreement, the court may assess and award against TSL the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of TSL, be open and freely exhibited to the Client for the purpose of examination, audit, or otherwise. Failure by TSL to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the Client upon delivery of a written notice of cancellation. If TSL fails to comply with this Section, and the Client must enforce this Section, or the Client suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to TSL's failure to comply with this Section, the Client shall collect from TSL prevailing party attorney's fees and costs, and any damages incurred by the Client, for enforcing this Section against TSL. And, if applicable, the Client shall also be entitled to reimbursement of all attorneys' fees and damages which the Client had to pay a third party because of TSL's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

7.13 Attorney's Fees. Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.

7.14 Sovereign Immunity. The Client intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the Client's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the Client's potential liability under state or federal law. TSL agrees that Client shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim

which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph 7.14 shall survive termination of this Agreement.

7.15 Standard of Care. In performing its Services, TSL will use that degree of care and skill ordinarily exercised, under similar circumstances by reputable members of its profession practicing in the same or similar locality.

7.16 Execution of Counterparts. The parties may execute this Agreement in counterparts. Each executed counterpart of this Agreement shall constitute an original document. All executed counterparts, together, shall constitute the same agreement.

7.17 Headings. The Section headings preceding the text of the Sections of this Agreement are solely for ease of reference. The Section headings do not constitute a part of this Agreement and shall not affect its meaning or interpretation.

IN WITNESS WHEREOF, the Parties intending to be legally bound by the terms and conditions contained herein, have executed this Agreement to be effective on the last date indicated below.

[***Signature page follows***]

ATTEST:

CITY OF COCOA
65 Stone Street
Cocoa, FL 32922

_____
Carie Shealy, City Clerk

_____
Henry U. Parrish III, Mayor
As approved by the Council on_____

WITNESSES

_____

_____
(Witness Name typed or printed)

_____

_____
(Witness Name typed or printed)

Target Solutions Learning, LLC:

Signature: _____

By: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, [ ] who is personally known to me or [ ] who has produced _____ as identification and who did take an oath.

(NOTARY SEAL)

_____
Notary Public Signature

Typed or Printed Notary Name:

EXHIBIT "A"

PLATFORM SOLUTIONS Descriptions

LEARNING MANAGEMENT	**Organization & User Profiles**	Easily manage and update your employees' levels of access to the platform.
	Assignment Scheduler	Efficiently schedule out online training courses and department-specific activities, including daily drills, SOPs, inspections and more.
	Notifications	Set up e-mail alerts specific for each employee that informs site administrators and employees when a deadline is approaching. The platform also features a prominently displayed notification system that warns users when an assignment needs attention.
	Reports	Generate, analyze, save and print critical statistics covering the status of assignments, credentials and more on the platform's robust data dashboard.
	Custom Logo	Create your department's look and feel throughout the platform by uploading a high-resolution logo or image.
	Community Resources	Exclusive access to training videos, policies, inspection forms and more from other departments across the country. Shared material can be downloaded and delivered to your employees within the platform.
	File Center	Store departmental resources, including policies, SOPs, training videos and more in a password-protected and centralized online location.
	Calendar	Using the fire industry's standard color-coding system, administrators can manage shift schedules. Users can access pending assignment data and important notifications with this application.
	Bulletin Board	Communicate information, including departmental announcements and company news, for your entire organization to view.
	Forums	Foster discussion, solicit feedback and allow staff members to trade ideas in a password-protected online location.
	Events & Rosters	Schedule and deliver company events. This tool gives administrators the ability to manage event registration, monitor and review attendance records and set e-mail reminder alerts.
	Custom Content Delivery & Tests	Deliver department-specific content that can include training videos, PowerPoint presentations and much more. Require employees to verify they've received content with e-signatures. Easily create and deliver automatically graded tests to gauge comprehension.
RECORDS MANAGEMENT	**Daily Training Log**	Utilize all 19 of TargetSolutions' specially created pre-made drills to capture ongoing daily drill-yard activities and training evolutions. Drills can be customized to department specifications.
	Inspections	Assign activities that mandate routine analysis of self-contained breathing apparatus, personal protective gear, fire truck equipment and all other equipment in the fire station.
	Post Incident Evaluation	Create activities for employees to complete pertaining to incidents. Keep historical records of incidents and utilize them for future training opportunities.
	Activities Builder	Track and record data of all types in a single system. Create programs specific to your department's needs with this highly customizable application.
CAREER TRACKING	**License Management**	TargetSolutions tracks all necessary licenses and alerts you when expirations are approaching.
	Certification & Qualification Mgmt.	Keep track of your employees' progress as they move up the ladder. Avoid expirations of important licenses and qualifications.
	ISO Tracking	Easily comply with important audits including ISO's annual review. ISO reporting has been termed "seamless" by our clients.
	Skill Sheets & Task Books	Create activities to test skills, test employees and track results electronically. Take those completed activities and create a comprehensive Task Book to test employees and ensure they are up to speed and on the right track.
	ARFF Tracking	Easily track Aircraft Rescue & Fire Fighting training data and hour accumulation, plus deliver the FAA's ARFF Training DVD. You'll have access to 15 activities that have been recommended by the FAA.
	Credentials	TargetSolutions has created a customizable set of tools and reports that help departments stay ahead of important expirations.
ONLINE TRAINING	**HR & Employment Practices**	An overview of employment practices encountered in the workplace for individuals tasked with making employment decisions, including sexual harassment, hiring, termination, discrimination, evaluation and documentation.
	OSHA & Compliance	These courses comply with OSHA, DOT and other federal and state regulatory agency training mandates. Completing these required courses online helps eliminate logistical issues inherent with traditional training methods.
	Driving Safety	TargetSolutions' convenient, time-saving driver safety program helps organizations reduce motor vehicle losses. Our courses are designed to change unsafe driving behavior and reinforce helpful safe-driving concepts.
	NFPA / Fire / EVO	TargetSolutions' library features courses based on the NFPA codes and standards, including NFPA 1001, 1021 and the 1500 series. We also offer approved courses covering wildland fire, emergency response to terrorism, first responder operations level refreshers and emergency vehicle operators.
	EMS Recertification	First responders and EMTs of all levels can complete their continuing education requirements on our platform.

EXHIBIT "B"

TargetSolutions Learning, LLC.

4890 West Kennedy Blvd., Suite 300
Tampa, FL 33609
(866) 546-1212 TOLL FREE
(813) 864-2672 Fax

Regional Sales Manager: Rhianna Syvertsen
Email: rhianna.syvertsen@targetsolutions.com
Phone: 954-881-3121

DATE of SUBMISSION	12/2/2016
LICENSE TERMS:	1YR and 9.5mos

Proposal To:
City of Cocoa
Tammy B. Gemmati, PHR
Administrative Services Director
65 Stone St., Cocoa, FL 32922
(321) 433-8665 tgemmati@cocoafl.org

TargetSolutions for City of Cocoa- Includes complete Learning Management System. Includes the following Standard Course Suites; NFPA/FIRE/EVO, Driver Safety, OSHA and Compliance, HR and Employment Practices, Water/Waste Water, Fleet Management, Law Enforcement, and EMS Course Catalog.

DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL
TargetSolutions City-Wide Blended Rate ($55.14/pp Prorated 9.5mos) 12/13/16-9/30/17	$ 43.65	440	$ 19,206.00
Annual Maintenance Fee ($395 Prorated 9.5mos) 12/13/16-9/30/17	$ 312.70	1	$ 312.70
One Time Set Up	$ 1,500.00	0	waived
		Total Due 12/13/16	**$ 19,518.70**
TargetSolutions City-Wide Blended Rate ($55.14/pp 12months) 10/1/17-9/30/18	$ 55.14	440	$ 24,261.60
Annual Maintenance Fee ($395/YR) 10/1/17-9/30/18	$ 395.00	1	$ 395.00
		Total Due 10/1/17	**$ 24,656.60**

NOTES: 12/13/16-9/30/17 will be invoiced seperately. 10/1/17-9/30/18 will be invoiced on 10/1/17. The Annual Maintenance Fee covers automatic site maintenance, platform enhancements, and additions and revisions to the standard course catalogs purchased (Water/Waste Water, Fleet, HR, OSHA, EMS, NFPA/EVO/Fire). The Professional Development Series (value of $25 per person annually) will be included complimentary through September 30, 2018 for 440 employees, in exchange for a 2016 start date: http://media.targetsolutions.com/media/TSC/course-catalogs/professional-development-smartteam-course-catalog-june15.pdf. City of Cocoa has the option of purchasing the Professional Development Series at $25 per person for the first annual renewal period following the term of Agreement ending September 30, 2018.

TargetSolutions Learning, LLC. business proposal pricing is good for 90 days from Date of Submission listed above.

Legislation Details (With Text)

File #:	16-554	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Multi-Year Contract
File created:	11/30/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	Approve the first addendum to the Municipal Service Agreement between the City of Cocoa and Alternative Behavior Services Inc. for Grounds Maintenance in city maintained Right of Ways, from January 2, 2017 through September 30, 2017 in the amount of $58,122.72; Approve this addendum as a multi-year contract beginning October 1, 2017 in the amount of $77,497.00 for each additional fiscal year of the Agreement providing funds are budgeted and approved and authorize the City Manager to sign the agreement and any other necessary documents. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Attachment 1 to Exhibit A 11-16-16- GroundsMaintenanceLocationsMap - mar... Attachment 2 to Exhibit A 11-16-16- Trash removal form - marked as Attac... Exhibit _A_ Scope of Work 11-15-16 FINAL First addendum to Municipal Services ABS INC. - Final 11-2016				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 30, 2016
Agenda Date: December 13, 2016
Prepared By: Michael Giorgio, Division Manager
Through: Everett Wegerif P.E. Public Works Director/City Engineer
Requested Action:

Approve the first addendum to the Municipal Service Agreement between the City of Cocoa and Alternative Behavior Services Inc. for Grounds Maintenance in city maintained Right of Ways, from January 2, 2017 through September 30, 2017 in the amount of $58,122.72, approve this addendum as a multi-year contract beginning October 1, 2017 in the amount of $77,497.00 for each additional fiscal year of the Agreement providing funds are budgeted and approved and authorize the City Manager to sign the agreement and any other necessary documents.

BACKGROUND:

In the preparation for the Mayor's Crime Awareness and Prevention Summit on September 30, 2014 various contributing factors to crime in the City of Cocoa were generally identified. Research indicates the higher the concentration of prior offenders in a geographic area the higher the crime rate. The City determined within the corporate limits there are higher concentrations of career offenders per capita than all other Brevard County cities. The information and issue was discussed during the Mayor's Crime Awareness and Prevention Summit by both community and panel

powered by Legistar™

members. The conversation was summarized to express without the offender's basic needs being met, they would turn back to crime to meet their basic needs.

The information received at the Mayor's Crime Awareness and Prevention Summit was formed into topics for the Strategic Planning Crime Committee to address. The committee discussed how offenders in the community could have their basic needs met to prevent future offending. Members explored the current contract the City has with the Florida Department of Corrections for inmate labor to maintain the roadway right-of-way within the City of Cocoa. The current program provides for 2 inmate work crews for mowing, trimming and debris collection 5 days a week traveling from East Orlando. Through the current state contract the City pays $57,497.00 annually per inmate work crew, equivalent to the state cost for a Corrections Officer to supervise the prison inmates. In addition to the Corrections Officer, the City is obligated to provide transport to and from the Orlando facility, transport to work areas, a trailer and necessary maintenance equipment.

Crime Committee member Pastor Errol Beckford of Celebration Tabernacle Church currently offers an offender re-entry program through employment at other businesses operated by the Church and through ancillary service providers such as Alternative Behavior Services, Inc. Through his programming he provides housing, employment, GED attainment classes and faith based participation. Through discussion the committee felt a recommendation for consideration would be to offer a program mirroring the state inmate program within the City of Cocoa through partnership with a faith based organization. The committee felt the City could accomplish both objectives of maintaining the right-of-way as well as offering offender re-entry programming.

On January 26, 2016, City Council approved a Municipal Service Agreement with Alternative Behavior Services Inc. for grounds maintenance of city maintained right of ways. Alternative Behavior Services Inc. is a for profit corporation operated as an ancillary service of Celebration Tabernacle Inc., a non-profit church entity that offers an offender re-entry program providing employment, housing, GED attainment classes and faith based participation. With the funding available the program supports 3 prior offenders. The program was evaluated for effectiveness and was determined to be satisfactory by grounds management. Through discussions with Alternative Behavior Services during the course of the pilot program they employed 7 prior offenders with 3 program participants getting jobs with private landscaping companies and have since made successful transitions back into the community. One program participant re-offended and was removed from the program.

With the proposed contract, program participation will increase from 3 to 4 participants as well as enhanced responsibility of maintaining additional lots and rights-of-way. The increase in program funding will begin in January of 2017 and continue until either party wishes to terminate the Agreement or the City no longer budgets for the program. The revised Agreement also changes the term from being based on the calendar year to the City's fiscal year.

STRATEGIC PLAN CONNECTION:

Crime: By offering an offender re-entry program with local service providers, the City is able to offer an alternative lifestyle for prior offenders to re-enter the community successfully and increase the likelihood they will not re-offend in the community.

Image: By maintaining the City's right-of-way on a regular schedule, the physical appearance of the

City is consistent and aesthetically pleasing while encouraging for local residents and businesses to do the same.

BUDGETARY IMPACT:

- Annual contract amount: beginning January 1st : $57,497.00
- Additional contract services beginning January 1st: $20,000.00
- Total annual contract services: $77,497.00
- Total contract services from January 1st to September 30th 2017 (Pro-rated for 9 months): $6,458.08/month= $58,122.72

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

Amount Requested	$58,122.72
Account Number	001-3520-572.34-00
Account Name	Contract Services_

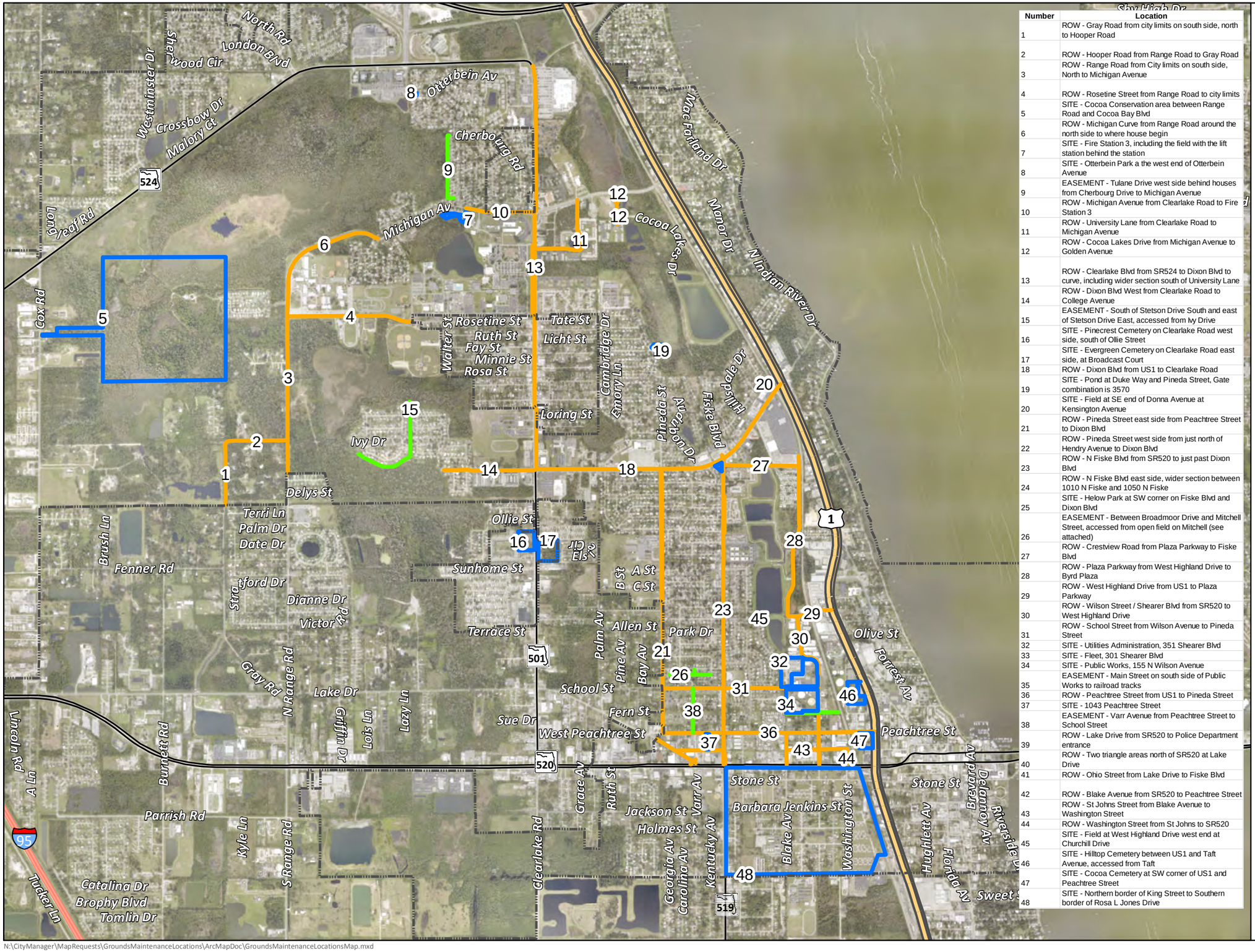
PREVIOUS ACTION:

Council approved the original Municipal Service Agreement on January 26, 2016

RECOMMENDED MOTION:

Approve the first addendum to the Municipal Service Agreement between the City of Cocoa and Alternative Behavior Services Inc. for Grounds Maintenance in city maintained Right of Ways, from January 2, 2017 through September 30, 2017 in the amount of $58,122.72, approve this addendum as a multi-year contract beginning October 1, 2017 in the amount of $77,497.00 for each additional fiscal year of the Agreement providing funds are budgeted and approved and authorize the City Manager to sign the agreement and any other necessary documents.

powered by Legistar™



Number	Location
1	ROW - Gray Road from city limits on south side, north to Hooper Road
2	ROW - Hooper Road from Range Road to Gray Road
3	ROW - Range Road from City limits on south side, North to Michigan Avenue
4	ROW - Rosetine Street from Range Road to city limits
5	SITE - Cocoa Conservation area between Range Road and Cocoa Bay Blvd
6	ROW - Michigan Curve from Range Road around the north side to where house begin
7	SITE - Fire Station 3, including the field with the lift station behind the station
8	SITE - Otterbein Park a the west end of Otterbein Avenue
9	EASEMENT - Tulane Drive west side behind houses from Cherbourg Drive to Michigan Avenue
10	ROW - Michigan Avenue from Clearlake Road to Fire Station 3
11	ROW - University Lane from Clearlake Road to Michigan Avenue
12	ROW - Cocoa Lakes Drive from Michigan Avenue to Golden Avenue
13	ROW - Clearlake Blvd from SR524 to Dixon Blvd to curve, including wider section south of University Lane
14	ROW - Dixon Blvd West from Clearlake Road to College Avenue
15	EASEMENT - South of Stetson Drive South and east of Stetson Drive East, accessed from Ivy Drive
16	SITE - Pinecrest Cemetery on Clearlake Road west side, south of Ollie Street
17	SITE - Evergreen Cemetery on Clearlake Road east side, at Broadcast Court
18	ROW - Dixon Blvd from US1 to Clearlake Road
19	SITE - Pond at Duke Way and Pineda Street, Gate combination is 3570
20	SITE - Field at SE end of Donna Avenue at Kensington Avenue
21	ROW - Pineda Street east side from Peachtree Street to Dixon Blvd
22	ROW - Pineda Street west side from just north of Hendry Avenue to Dixon Blvd
23	ROW - N Fiske Blvd from SR520 to just past Dixon Blvd
24	ROW - N Fiske Blvd east side, wider section between 1010 N Fiske and 1050 N Fiske
25	SITE - Helow Park at SW corner on Fiske Blvd and Dixon Blvd
26	EASEMENT - Between Broadmoor Drive and Mitchell Street, accessed from open field on Mitchell (see attached)
27	ROW - Crestview Road from Plaza Parkway to Fiske Blvd
28	ROW - Plaza Parkway from West Highland Drive to Byrd Plaza
29	ROW - West Highland Drive from US1 to Plaza Parkway
30	ROW - Wilson Street / Shearer Blvd from SR520 to West Highland Drive
31	ROW - School Street from Wilson Avenue to Pineda Street
32	SITE - Utilities Administration, 351 Shearer Blvd
33	SITE - Fleet, 301 Shearer Blvd
34	SITE - Public Works, 155 N Wilson Avenue
35	EASEMENT - Main Street on south side of Public Works to railroad tracks
36	ROW - Peachtree Street from US1 to Pineda Street
37	SITE - 1043 Peachtree Street
38	EASEMENT - Varr Avenue from Peachtree Street to School Street
39	ROW - Lake Drive from SR520 to Police Department entrance
40	ROW - Two triangle areas north of SR520 at Lake Drive
41	ROW - Ohio Street from Lake Drive to Fiske Blvd
42	ROW - Blake Avenue from SR520 to Peachtree Street
43	ROW - St Johns Street from Blake Avenue to Washington Street
44	ROW - Washington Street from St Johns to SR520
45	SITE - Field at West Highland Drive west end at Churchill Drive
46	SITE - Hilltop Cemetery between US1 and Taft Avenue, accessed from Taft
47	SITE - Cocoa Cemetery at SW corner of US1 and Peachtree Street
48	SITE - Northern border of King Street to Southern border of Rosa L Jones Drive

City of Cocoa

Grounds Maintenance Locations Map

Easement
Right of Way
Site
City Boundary

N
W E
S

0 0.75
Miles

Map Date: 11/1/2016

City of Cocoa
65 Stone St.
Cocoa, FL 32922
www.cocoafl.org

Map Disclaimer:
The map is created from theCity ofCocoa's GIS database. The data contained herein is intended to be a graphical representation only and is by no means an official survey or legal interpretation thereof. The City of Cocoa provides this data in good faith and makes no warranties, guarantees, or representations of any kind, either expressed or implied, as to the content, accuracy, completeness or reliability of this data.

City of Cocoa Compliance
NPDES Permit FLR04E032

Inmates Trash Material Removal Form

Date	Location	Type	Quantity	Unit	Disposal Location
		Wood - Paper - Plastic - Furniture Construction Debris - Tires			Public Works
		Wood - Paper - Plastic - Furniture Construction Debris - Tires			Public Works
		Wood - Paper - Plastic - Furniture Construction Debris - Tires			Public Works
		Wood - Paper - Plastic - Furniture Construction Debris - Tires			Public Works
		Wood - Paper - Plastic - Furniture Construction Debris - Tires			Public Works
		Wood - Paper - Plastic - Furniture Construction Debris - Tires			Public Works
		Wood - Paper - Plastic - Furniture Construction Debris - Tires			Public Works
		Wood - Paper - Plastic - Furniture Construction Debris - Tires			Public Works
		Wood - Paper - Plastic - Furniture Construction Debris - Tires			Public Works
		Wood - Paper - Plastic - Furniture Construction Debris - Tires			Public Works
		Wood - Paper - Plastic - Furniture Construction Debris - Tires			Public Works
		Wood - Paper - Plastic - Furniture Construction Debris - Tires			Public Works
		Wood - Paper - Plastic - Furniture Construction Debris - Tires			Public Works

Attachment 2 to Exhibit "A"

EXHIBIT "A"
SCOPE OF WORK

A. GENERAL OBLIGATIONS

1. The SERVICE PROVIDER shall supply all personnel necessary to provide grounds maintenance service for the specific work site locations delineated in Section D herein, as further identified on the Grounds Maintenance Locations Maps attached hereto and incorporated herein (Attachment 1). This shall include slope mowing, and maintenance of storm water pond embankments and ditch embankments.

2. The SERVICE PROVIDER shall mow and blow grass clippings back into the green scape from the roadways. Trash and excess green waste will be collected and hauled away from the work site by the SERVICE PROVIDER on the same day of collection. Trash can be disposed of at the City Public Works Department located at 155 N. Wilson Ave, Cocoa, Florida. Green Waste can be dropped off at our recycling yard off of Plaza Parkway. The SERVICE PROVIDER is required to use the City's NPDES form attached hereto and incorporated herein (Attachment 2) for tracking the amount of and locations of trash picked up.

3. The SERVICE PROVIDER shall be responsible for the pickup, removal and disposal from the Rights of Way any obstacle such as wood, tires, cans, etc., that the mowing equipment cannot traverse. It shall also be the SERVICE PROVIDER'S responsibility to remove any large items such as bags of trash, newspapers, magazines, large boxes, etc., that would be torn, ripped, or scattered by the mower and result in an objectionable appearance.

4. The SERVICE PROVIDER shall maintain around any fences, fence lines, and guardrails as appropriate to each specific location.

5. The SERVICE PROVIDER shall be responsible for any damage to the irrigation systems located within the City owned rights of way.

6. The SERVICE PROVIDER shall service each work site according to the frequency noted for each area.

7. The SERVICE PROVIDER shall repair all items damaged, as a result of the SERVICE PROVIDER or his subcontractor's operations, such as sidewalks, seating, bleachers, curbs, pipes, drains, water mains, pavement, item(s) of landscaping, turf, irrigation etc. shall be either repaired or replaced by the SERVICE PROVIDER, at his expense, in a manner prescribed by the City's representative, prior to any payment for the area or cycle.

8. The SERVICE PROVIDER shall follow DOT Maintenance of Traffic Specifications. Traffic shall be maintained in accordance with the Florida Department of Transportation Roadway Traffic Design Standards, 2014 Edition, and applicable revisions.

9. The foregoing requirements are to be considered as a minimum and the SERVICE PROVIDER'S compliance shall in no way relieve the SERVICE PROVIDER of final responsibility for providing adequate traffic control devices for the protection of the public and SERVICE PROVIDER'S employees and volunteers throughout the work area.

10. Grassed areas that are normally mowed which are saturated to the point where, in the opinion of the Project Manager, equipment may not be used without excessive damage to the turf, shall not be mowed when such conditions exist. These areas shall be mowed at subsequent times as determined by the City Parks and Grounds Supervisor.

11. Per the City of Cocoa Code of Ordinances, no work is permitted prior to 8 a.m. no later than 7 p.m. No work shall take place on Sundays. Also, work shall not be performed on Florida Department of Transportation's roadways during State of Florida Recognized Holidays.

12. The SERVICE PROVIDER shall be responsible for cleanup following a major storm event in a timely fashion. Cleanup shall include ensuring that all specific work site locations outlined in Section D below are free from debris, clean and presentable.

B. QUALITY OF WORK

All grass and vegetation shall be cut down to a height of three and one-half (3.5) inches, unless otherwise directed by the Parks and Grounds Supervisor, with no streaks or scalping of the areas mowed. Mowing areas of different widths shall be connected with smooth flowing transitions. The use of hand tools, such as string trimmers, when used shall comply with the 3.5 inch minimum height requirement. Sidewalks and other areas are to be edged with an edger. Left over grass clippings shall be blown or swept back into the green scape. Completed areas will be reviewed for quality and acceptance by the Project Manager. Areas determined to be unsatisfactory by the Project Manager shall be re-mowed at no additional cost to the City of Cocoa. Areas requiring re-mowing shall be completed with the cutting cycle time.

C. SAFETY REQUIREMENTS

1. SERVICE PROVIDER shall display a minimum of four (4) safety signs, 4'x4' ribbed signs, orange with black lettering. Reading "MOWERS AHEAD".
2. SERVICE PROVIDER shall use DOT Class 2 approved safety vest when mowing.
3. SERVICE PROVIDER shall follow DOT control of traffic specifications.
4. SERVICE PROVIDER shall use flashing beacons on the mower(s) and vehicle(s).
5. SERVICE PROVIDER shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, volunteers, resident project representatives (and assistants) while performing Services provided hereunder.
6. SERVICE PROVIDER shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Municipal Services under this Agreement.

D. SITE LOCATION & MOWING FREQUENCY

The following areas shall be mowed on or around the same two-week window:

Between Michigan and S.R. 524, Range Road, King Street (520) and Cocoa Boulevard (U.S. 1)

Twice a month: March through October
Once a month: November through February

1. ROW – Gray Road from City Limits on south side north to Hooper Road
2. ROW – Hooper Road from Range Road to Gray Road
3. ROW – Range Road from City Limits on south side, north to Michigan Avenue
4. ROW – Rosetine Street from Range Road to city limits
5. SITE - Cocoa Conservation area between Range Road and Cocoa Bay Blvd
6. ROW – Michigan Curve from Range Road around the north side to where house begin
7. SITE - Fire Station 3 including the field with the lift station behind the Fire Station
8. SITE - Otterbein Park at the west end of Otterbein Avenue
9. EASEMENT - Tulane Drive west side behind houses from Cherbourg Drive to Michigan Avenue
10. ROW – Michigan Avenue from Clearlake Road to Fire Station 3
11. ROW – University Lane from Clearlake Road to Michigan Avenue
12. ROW – Cocoa Lakes Drive from Michigan Avenue to Golden Avenue
13. ROW - Clearlake Blvd – from S. R. 524 to Dixon Boulevard to curve, including wider section south of University Lane

14. ROW - Dixon Blvd. West – from Clearlake Road to College Avenue.
15. EASEMENT – South of Stetson Drive South and east of Stetson Drive East, accessed from Ivy Drive
16. SITE - Pinecrest Cemetery on Clearlake Road west side, south of Ollie Street
17. SITE - Evergreen Cemetery on Clearlake Road east side, at Broadcast Court
18. ROW - Dixon Blvd – from U.S. 1 to Clearlake Road
19. SITE – Pond at Duke Way and Pineda Street – Gate Combination is 3570
20. SITE – Field at the southeast end of Donna Avenue at Kensington Avenue
21. ROW - Pineda Street – East side from Peachtree Street to Dixon Blvd
22. ROW – Pineda Street – West side from just north of Hendry Avenue to Dixon Blvd
23. ROW - North Fiske Blvd – S.R. 520 to just past Dixon Blvd
24. ROW – North Fiske Blvd – east side, wider section between 1010 N. Fiske and 1050 N. Fiske
25. SITE - Helow Park at southwest corner on Fiske Blvd. and Dixon Blvd.
26. EASEMENT – Between Broadmoor Drive and Mitchell Street, accessed from open field on Mitchell (see attached)
27. ROW – Crestview Road from Plaza Parkway to Fiske Blvd
28. ROW - Plaza Parkway – From West Highland Drive to Byrd Plaza
29. ROW – West Highland Drive from US 1 to Plaza Pkwy
30. ROW - Wilson Street / Shearer Blvd from S.R. 520 to West Highland Drive
31. ROW - School Street from Wilson Avenue to Pineda Street
32. SITE - Utilities Administration – 351 Shearer Blvd
33. SITE- Fleet – 301 Shearer Blvd
34. SITE - Public Works – 155 N. Wilson Ave
35. EASEMENT - Main Street on south side of Public Works to railroad tracks
36. ROW - Peachtree Street – from U.S. 1 to Pineda Street
37. SITE - 1043 Peachtree Street
38. EASEMENT - Varr Avenue from Peachtree Street to School Street
39. ROW - Lake Drive from S.R. 520 to the Police Department Entrance
40. ROW – Two triangle areas north of S.R. 520 at Lake Drive
41. ROW – Ohio Street from Lake Drive to Fiske Boulevard
42. ROW – Blake Avenue from S.R. 520 to Peachtree Street
43. ROW – St. Johns Street from Blake Avenue to Washington Street
44. ROW – Washington Street from St. Johns to S.R. 520
45. SITE – Field at West Highland Drive west end at Churchill Drive
46. SITE - Hilltop Cemetery between U.S. 1 and Taft Avenue, accessed from Taft Avenue
47. SITE - Cocoa Cemetery at southwest corner of U.S. 1 and Peachtree Street
48. SITE – Northern border of King Street to Southern border of Rosa L. Jones Drive; Western border of South Fiske Boulevard to Eastern border of railroad tracks.

Generally the right of way is identified as the property located between the power poles perpendicular to the roadway (i.e., from one set of power poles across any sidewalks and the roadway to the power poles on the opposite side of the roadway. In the absence of a power pole, look for other indicators like a sidewalk or a fence. If there are no other indicators just mow two widths of the zero turn mowers starting from the edge of the roadway (typically 100 inches).

FIRST ADDENDUM TO MUNICIPAL SERVICES AGREEMENT

THIS FIRST ADDENDUM TO MUNICIPAL SERVICES AGREEMENT ("First Addendum") is made and entered into this ____ day of _____, 2016, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation ("City") and **ALTERNATIVE BEHAVIOR SERVICES, INC.,** a Florida for profit corporation ("Service Provider") (collectively the "Parties").

RECITALS:

WHEREAS, the Service Provider is a Florida for profit corporation offering behavior modification counseling programs to promote the health and wellbeing of the community; and

WHEREAS, the Service Provider continues to operate an offender re-entry program for the purpose of assisting incarcerated individuals with a successful transition to the community upon their release by providing employment assistance, drug-free housing opportunities, and other supportive services; and

WHEREAS, the parties previously entered into a Municipal Services Agreement, with an Effective Date of February 1, 2016 (the "Agreement") and the initial term through June 30, 2016, for the performance of grounds maintenance on City-owned property; and

WHEREAS, the Agreement authorized the parties to extend the initial term of the Agreement by one (1) six (6)-month term, upon substantially the same terms and conditions, as provided for therein, and by which the City extended the initial term of the Agreement; and

WHEREAS, the Agreement further provides that the parties may, following a six (6)-month extension of the initial Agreement term, additionally renew the Agreement in writing and executed by both parties; and

WHEREAS, as part of the offender re-entry program, and given the success of the program over the past year, the City desires to continue to utilize, and expand, the services of the Service Provider for the performance of grounds maintenance on City-owned property; and

WHEREAS, the parties desire to enter this First Amendment to Municipal Services Agreement, adjusting the term to coincide with the City's Fiscal Year, as well as to adjust the Service Provider's compensation and to expand and update the locations of grounds maintenance, as further provided herein; and

WHEREAS, the City Council believes the offender re-entry program and services to be provided through Service Provider shall continue to benefit the many residents of the City, and, in furtherance of this benefit, the City Council has authorized an annual renewal therefor, pending annual budget expenditure approvals and continued satisfaction with the services provided; and

WHEREAS, the Parties agree that the services provided by the Service Provider hereunder serve a paramount public benefit as they are for the benefit of the public health, safety, welfare, convenience and morals of the citizens of the City of Cocoa.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, it is agreed by the parties as follows:

Section 1. Recitals. The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by reference as a material part of this First Addendum.

Section 2. Amendments. All provisions of the Agreement not amended by this First Addendum shall remain as stated in the Agreement. The Agreement is hereby amended as follows:

(A) Section 2.0 c) is hereby deleted in its entirety and shall be replaced with the following language:

c) "Effective Date" shall be January 2, 2017. The Agreement shall not be effective against any party until said date.

(B) Section 2.0 e) is hereby deleted in its entirety and shall be replaced with the following language:

e) "Public Record" is as described in Section 119.011(12), *Florida Statutes.*

(C) A new Section 2.0 i) is inserted to include the following language:

i) "First Amendment" shall refer to this First Amendment to the Municipal Services Agreement, as may be amended from time to time by mutual written agreement by the Parties, which shall constitute authorization for the Service Provider to provide the Municipal Services stated herein using the Funds provided in Paragraph 4.0.

(D) Section 3.0 is hereby deleted in its entirety and shall be replaced with the following language:

3.0 Engagement; Term of Agreement. The City hereby engages the Service Provider and the Service Provider agrees to perform the Municipal Services outlined in Paragraph 5.0 of this Agreement and under the terms and conditions herein. The Term of this Agreement shall commence on the Effective Date and shall continue in force and effect through September 30, 2017. If sufficient funds are appropriated in the City's budget, on October 1, 2017, and October 1 of each subsequent year, this Agreement shall automatically renew for one (1) year, with said future annual renewal Term(s) of Agreement(s) to coincide with the City's fiscal year (October 1st, through September 30th of the subsequent year), upon substantially the same terms and conditions contained herein, except that the payment owed to Service Provider for said one (1) year renewal term(s) shall be a maximum of Seventy-Seven Thousand, Four Hundred and Ninety-Seven and 00/100 Dollars ($77,497.00). The City Manager shall act for the City hereunder.

(E) Section 4.0 is hereby deleted in its entirety and shall be replaced with the following language:

4.0 Payment of Funds. The City agrees to pay to the Service Provider a maximum of Fifty-Eight Thousand, One Hundred and Twenty-Two and 72/100 Dollars ($58,122.72) during the term of this Agreement in one payment due within thirty (30) days of the Effective

Date of this Agreement.

Notwithstanding the City's commitment to the Service Provider hereunder, the source of such monies will lawfully be made from funds budgeted and appropriated for such purpose during the City's current fiscal year. Should the City fail to budget, appropriate or otherwise make available funds to fulfill its obligation under this Agreement, this Agreement shall be deemed terminated at the end of the then current term. The City agrees to provide the Service Provider with notice of non-appropriation at its earliest opportunity.

Unless otherwise specifically agreed in writing by the City, there shall be no other Funds paid to the Service Provider for the performance of the Work under this Agreement.

(F) Exhibit "A," as first provided in Section 5.0 of the Agreement, is hereby deleted in its entirety and hereby replaced with a revised Exhibit "A" (Scope of Work), inclusive of two attachments ("Attachment 1 to Exhibit 'A'" and "Attachment 2 to Exhibit 'A'"), attached hereto and fully incorporated herein by this reference thereto as Exhibit "A."

(G) Section 13.0 is hereby deleted in its entirety and shall be replaced with the following language:

13.0 <u>Public Records</u>. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Service Provider agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Service Provider related, directly or indirectly, to the services provided to the Client under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the Client, may be deemed to be a public record, whether in the possession or control of Client or Service Provider. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Service Provider are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the Client's designated custodian of public records.

IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CARIE SHEALY, CITY CLERK, AT (321) 433-8480, <u>cityclerk@cocoafl.org</u>**, 65 Stone Street, Cocoa, Florida , CAPE CANAVERAL, FLORIDA 32922.**

Service Provider is required to and agrees to comply with public records laws. Service Provider shall keep and maintain all public records required by Client to perform the services as agreed to herein. Service Provider shall provide the Client, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided by law. Service Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Service Provider shall transfer to Client, at no cost, all public records in possession of Service Provider, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, Service Provider shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Client, upon request from the City Clerk, in a format that is compatible with the information technology systems of Client. Should the Client not possess public records relating to this Agreement which are requested to be inspected or copied by the Client or any other person, the Client shall immediately notify Service Provider of the request and Service Provider shall then provide such records to the Client or allow the records to be inspected or copied within a reasonable time. If Service Provider does not comply with a public records request, the Client may enforce this Section to the extent permitted by law. Service Provider acknowledges that if Service Provider does not provide the public records to the Client within a reasonable time, Service Provider may be subject to penalties under Section 119.10, Florida Statutes. Service Provider acknowledges that if a civil action is filed against Service Provider to compel production of public records relating to this Agreement, the court may assess and award against Service Provider the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of Service Provider, be open and freely exhibited to the Client for the purpose of examination, audit, or otherwise. Failure by Service Provider to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the Client upon delivery of a written notice of cancellation. If Service Provider fails to comply with this Section, and the Client must enforce this Section, or the Client suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Service Provider's failure to comply with this Section, the Client shall collect from Service Provider prevailing party attorney's fees and costs, and any damages incurred by the Client, for enforcing this Section against Service Provider. And, if applicable, the Client shall also be entitled to reimbursement of all attorneys' fees and damages which the Client had to pay a third party because of Service Provider's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

(H) Section 36.0 is hereby deleted in its entirety and shall be replaced with the following language:

36.0 <u>Sovereign Immunity.</u> The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the 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. Service Provider agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph 36.0 shall survive termination of this Agreement.

Section 3. **Conflict.** In the event of any ambiguity, conflict or inconsistency between this First Addendum and the Municipal Services Agreement, the terms and conditions of this First Amendment shall prevail and control.

IN WITNESS WHEREOF, this First Addendum to Municipal Services Agreement is entered into as of the day and year referenced above.

WITNESS:

_____
Print Name: _____

_____
Print Name: _____

ALTERNATIVE BEHAVIOR SERVICES, INC.

_____
By: Errol Beckford, President

Date:

ATTEST:

_____
Carie Shealy, City Clerk

CITY OF COCOA:

_____
By: John Titkanich, City Manager

Date:

Legislation Details (With Text)

File #:	16-552	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Multi-Year Contract
File created:	11/30/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	Consider the Appointment of a Qualified Candidate to fill the Vacancy and unexpired term of City Council District 1 Seat through November, 2018. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2016-120 (Officially recognizing and declaring a vacancy in Seat 1).pdf 11_09_16 Whipple Applicant Packet.pdf Item VII.11-Agenda item from 11-07-16.pdf Public Notice Seat 1 Vacancy.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 30, 2016
Agenda Date: December 13, 2016
Prepared By: Carie Shealy, City Clerk
Through: John Titkanich, City Manager
Requested Action:
Consider the Appointment of a Qualified Candidate to fill the Vacancy and unexpired term of City Council District 1 Seat through November, 2018.

BACKGROUND:

On Monday, June 6, 2016, Councilman Michael Blake officially resigned from the District 1 Council Seat effective November 1, 2016, so that he could run for State Representative. At the Special City Council meeting held on November 7, 2016, Resolution No. 2016-120 was approved which officially recognized and declared a vacancy in Seat 1 of the City Council, pursuant to Article III, Section 10, of the City Charter.

At the Special City Council meeting held on November 7, 2016, City Council was provided options of action that they could take in order to fulfill the vacancy. It was determined that they would take the same approach that they did in the recent fulfillment of the District 4 Seat vacancy, which was to take a more structured approach and require that a public notice be published in various places advising interested candidates to file an application for serving in the District 1 Seat by 12:00 p.m., Monday, November 28, 2016. Candidate application packages that were timely submitted to the Office of the City Clerk would be reviewed to determine whether the person is qualified to serve in Seat 1. Qualified candidate applications would be distributed to the City Council by the end of the day on

November 28, 2016 and placed on the next Regular City Council agenda for consideration.

Public Notice was placed in the Florida Today Newspaper, the Central Brevard Public Library, and on the City's website and social media.

One candidate timely submitted an application to be considered for appointment. The candidate applications were transmitted to each City Councilmember on Monday, November 28, 2016.

The Candidate is:

Clarence Whipple, Jr.

He has submitted his application, which is attached, and is qualified to serve as a City Council member in District 1.

It was determined at the Special City Council meeting held on November 7, 2016, that this item would be placed on the December 13, 2016 agenda as the last item for discussion.

At this time, the City Council should deliberate and determine whether a majority of the City Council (3 votes) desire to appoint the candidate to fill Seat 1, pursuant to the City Charter.

In accordance with Resolution No. 2016-120, if a majority of the City Council cannot agree on a candidate to appoint this evening or the January 10, 2017 regular meeting, the City Clerk will be required to schedule a special election to fill the vacancy. Said election will not occur until the beginning of 2017.

Public Notice, Application & Backup Information, and Resolution No. 2016-120 are attached.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Consider the Appointment of a Qualified Candidate to fill the Vacancy and unexpired term of City Council District 1 Seat through November, 2018.

powered by Legistar™

RESOLUTION NO. 2016-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, OFFICIALLY RECOGNIZING AND DECLARING A VACANCY IN SEAT 1 OF THE CITY COUNCIL PURSUANT TO ARTICLE III, SECTION 10 OF THE CITY CHARTER; PROVIDING FOR A PROCEDURE TO FILL THE VACANCY; AND PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article III, Section 11 of the City Charter, the City Council is the sole judge of the election and qualifications of its members; and

WHEREAS, pursuant to Article III, Section 10 of the City Charter, a vacancy on the City Council occurs when a councilmember resigns; and

WHEREAS, the City Council desires to recognize that Councilmember Michael C. Blake resigned in writing on June 6, 2016, pursuant to Section 99.012, F.S., with a prospective effective date of November 1, 2016; and

WHEREAS, in recognition of Councilmember Blake's resignation, the City Council desires to officially declare Seat 1 on the City Council vacant pursuant to Article III, Section 10(a) of the City Charter; and

WHEREAS, pursuant to Section 99.012(f)(2), F.S., a vacancy created by a councilmember's resignation may be filled for that portion of the councilmember's unexpired term in a manner provided by the city's charter; and

WHEREAS, due to the creation of the vacancy, the City Council intends to exercise its duty under Article III, Section 10 of the City Charter to attempt to appoint, by majority vote of at least three remaining councilmembers, a duly qualified citizen to fill the vacancy during the next two duly held regular City Council meetings, or the City Clerk will schedule a special election; and

WHEREAS, the City Council desires to authorize the City Clerk to advertise the vacancy and determine if applicants are properly qualified to serve in Seat 1; and

WHEREAS, this Resolution is hereby deemed by the City Council to be in the best interest of the City of Cocoa.

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

SECTION 1. Vacancy on City Council.

Pursuant to Article III, Section 10(a) of the City Charter, the City Council hereby officially recognizes and declares City Council Seat 1 vacant due to the resignation of Councilmember Michael C. Blake.

SECTION 2. Procedure for Filling Vacancy.

(A). Pursuant to Article III, Section 10 of the City Charter, the City Council shall exercise its duty to attempt to appoint, by majority vote of at least three remaining councilmembers, a duly qualified citizen to fill the vacancy. The appointment shall be made at either of the next two (2) duly scheduled and held regular City Council meetings. If the City Council fails to fill the vacancy by appointment within the time prescribed by the City Charter and this Resolution, the City Clerk shall be required to schedule a special election pursuant to the provisions of Article III, Section 10(b) and Article XVII, Section 5 of the City Charter.

(B). The City Clerk shall publish, as soon as practicable, in various places a public notice advising interested candidates to file an application for serving in Seat 1 by Monday, November 28, 2016 at 12:00 p.m. Candidate applications that are timely submitted to the Office of the City Clerk will be reviewed to determine whether the person is qualified to serve in Seat 1. Qualified candidate applications will be distributed to the City Council at the next regularly scheduled City Council meeting on December 13, 2016. The City Council shall consider and attempt to appoint a qualified candidate at the December 13, 2016 and/or January 10, 2017 City Council meeting. The City Council may also interview candidates including, if necessary, by holding one or more special meetings to consider and interview candidates.

SECTION 3. Repeal of Prior Inconsistent Resolutions.

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

SECTION 4. 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 5. Effective Date.

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 special meeting assembled on the 7th Day of November, 2016.

Henry U. Parrish III, Mayor

ATTEST:

Carie Shealy, City Clerk

RECEIVED
NOV 09 2016
OFFICE OF THE CITY CLERK

CITY OF COCOA
APPLICATION FOR SEAT/DISTRICT 1 CITY COUNCIL VACANCY
(REMAINDER OF UNEXPIRED FOUR YEAR TERM)

The City Council will consider appointing a qualified person to serve as a Seat/District 1 City Councilmember. The appointment will be for the remaining balance of the unexpired term which expires in November 2018. The appointment shall be at the sole and absolute discretion of the City Council pursuant to the powers vested in the City Council by City Charter and applicable law.

The City Charter requires that any person serving on the City Council for Seat/District 1 must be domiciled in District 1 for at least one year prior to the date of qualification for office and shall have the qualifications of a city elector and shall be domiciled within the district during their term as councilmember. Further, City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1]. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Clarence Whipple, JR. Application Date: 11/9/2016

Street Address, Including Zip Code: 1201 Counts St Cocoa, FL. 32922

Telephones: Home: 321-720-3736 Work: _____ Pager: _____ Cell: 321-639-4797

Place of Business: _____

Title/Position Held: _____

Date of Birth[2] 7-31-49

Email Address: whipple8340@bellSouth.net

ELIGIBILITY

Have you been domiciled within District 1 for at least 1 year prior to the date of this Application?	Yes	✓	No	____
Do you own property or a business in Cocoa?	Yes	✓	No	____
Are you registered to vote in the City of Cocoa, Florida?	Yes	✓	No	____
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	Yes	____	No	✓

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

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

MISCELLANEOUS INFORMATION

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

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on the City Council. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the City Council. PLEASE INCLUDE A CURRENT RESUME IF AVAILABLE.

"See Attachments"
① Letter to Mayor & Council
② Prior Service & Personal Info

STATE REPORTING REQUIREMENTS

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

RACE

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

GENDER

✓ Male
____ Female

DISABILITY

NO Physically Disabled

APPLICANT CERTIFICATION

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

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

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

3. I consent to filing a Statement of Financial Interests (Form 1) and any other forms required by law to serve on the City Council.

4. If appointed to serve on the City Council, I acknowledge that this is my obligation and duty to comply with the following:

   a. Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III)
   b. Florida Sunshine Law (Florida Statutes, Chapter 286)
      http://www.flsenate.gov/Statutes
   c. Applicable City Council Rules of Procedure and Code of Conduct.

Signature: Clarence Whipple Date: 11/9/2016

Social Security No: [redacted]

Drivers License No:

This form must be fully completed and returned to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

THE DEADLINE TO FULLY COMPLETE AND SUBMIT THIS FORM AND OTHER APPLICABLE QUALIFIYING DOCUMENTS SHALL BE MONDAY, NOVEMBER 28, 2016 AT 12:00 NOON. LATE FILINGS WILL NOT BE ACCEPTED.

Candidate Advisory:

Please read carefully.

PLEASE BE ADVISED THAT AFTER THE APPLICATION DEADLINE, THE CITY CLERK'S OFFICE WILL REVIEW ALL SUBMITTED APPLICATIONS TO DETERMINE WHETHER EACH APPLICATION IS COMPLETE AND WHETHER A PERSON SUBMITTING A COMPLETED APPLICATION IS DULY QUALIFIED TO SERVE AS A DISTRICT 1 CITY COUNCIL MEMBER PURSUANT TO THE REQUIREMENTS OF THE CITY CHARTER. FURTHER, A BACKGROUND CHECK WILL BE CONDUCTED ON EACH QUALIFIED PERSON.

THE CITY CLERK WILL NOTIFY APPLICANTS OF THEIR QUALIFICATION STATUS.

ALL APPLICATIONS OF DULY QUALIFIED CANDIDATES WILL BE FORWARDED TO THE CITY COUNCIL FOR CONSIDERATION. THE CITY COUNCIL WILL CONDUCT A REVIEW OF ALL SUCH APPLICATIONS AT A CITY COUNCIL MEETING HELD ON TUESDAY, DECEMBER 13, 2016 AT 6:00 PM. QUALIFIED CANDIDATES ARE STRONGLY ENCOURAGED TO ATTEND THE MEETING IN THE EVENT THAT THE CITY COUNCIL DESIRES TO ASK QUESTIONS AND INTERVIEW THE CANDIDATE. SUCH QUESTIONS AND INTERVIEWS WILL BE CONDUCTED AT THE CITY COUNCIL'S DISCRETION.

IT IS ANTICIPATED THAT THE CITY COUNCIL WILL CONSIDER APPOINTING ONE CANDIDATE TO SERVE AS THE DISTRICT 1 COUNCIL MEMBER AT THE END OF THE CITY COUNCIL'S REGULAR MEETING SCHEDULED ON THE SAME DATE, DECEMBER 13, 2016, STARTING AT 6:00 PM, OR AT THE END OF THE REGULAR MEETING ON JANUARY 10, 2017, STARTING AT 6:00 PM. IF THE CITY COUNCIL CANNOT AGREE ON AN APPOINTMENT BY MAJORITY VOTE BY THE END OF THE JANUARY 10, 2017 MEETING, THE CITY CHARTER REQUIRES THAT THE CITY CLERK SCHEDULE A SPECIAL ELECTION TO FILL THE VACANCY IN SEAT/DISTRICT 1. IF SUCH ELECTION WERE REQUIRED, THE ELECTION WILL OCCUR AT A FUTURE DATE TO BE DETERMINED IN THE SPRING OF 2017.

THE SUCCESSFUL CANDIDATE APPOINTED BY THE CITY COUNCIL MUST BE PREPARED TO BE SWORN INTO OFFICE IMMEDIATELY UPON APPOINTMENT.

ALL MEETINGS OF THE CITY COUNCIL ARE OPEN TO THE PUBLIC.

RECEIVED

NOV 09 2016

OFFICE OF THE CITY CLERK

CITY OF COCOA, FLORIDA

QUALIFYING STATEMENT

In accordance with Section 1 of Article XVII of the Cocoa City Charter "Any elector of the City of Cocoa, having the qualifications herein provided for city councilmembers, and desiring to be a candidate for election as a councilmember, shall file with the City Clerk a qualifying statement", as follows:

"I am a candidate for City of Cocoa Council District 1.

I agree to serve if I am elected. I reside at

1201 Counts St Cocoa FL 32922 and

represent that my residence is located in Council District 1 and that I am a qualified voter in the State of Florida, have resided in the City of Cocoa, or in an area which has been annexed by the City of Cocoa and have lived at such address for at least one year immediately preceding my qualifying herein."

11/9/2016
Date

Signature of Candidate

ATTEST:

City Clerk

SEAL

RECEIVED
NOV 09 2016
OFFICE OF THE CITY CLERK

CITY OF COCOA, FLORIDA
AFFIDAVIT OF RESIDENCY
& STATEMENT OF CANDIDATE

"I am a candidate for City of Cocoa District 1, and I agree to serve if I am elected. I am a qualified voter in the State of Florida and I have resided in the City of Cocoa, or in an area which has been annexed by the City of Cocoa, for at least one year immediately preceding my qualifying herein.

Clarence Whipple, JR.
Printed name of candidate

Clarence Whipple Jr
Signature of Candidate

CURRENT RESIDENCE: _____

If in current residence for less than one year, please complete residence information for past year:

Dates: (from/to) Residential Address:

_____
_____
_____
_____
_____

STATE OF FLORIDA
COUNTY OF BREVARD

Sworn to (or affirmed) and subscribed before me this 9th day of November, 2016 by Clarence Whipple, Jr. candidate for City of Cocoa District 1.

Personally known ✓ or Produced identification ✓
Type of identification produced FLDL

Carie E Shealy
Notary Public, State of Florida

My Commission Expires:

CARIE E. SHEALY
MY COMMISSION # FF 040504
EXPIRES: August 30, 2017
Bonded Thru Notary Public Underwriters

CANDIDATE OATH – NONPARTISAN OFFICE

(Not for use by Judicial or School Board Candidates)

RECEIVED
NOV 09 2016
OFFICE OF THE CITY CLERK

OFFICE USE ONLY

OATH OF CANDIDATE

(Section 99.021, Florida Statutes)

I, Clarence W Kipple Jr.
(PLEASE PRINT NAME AS YOU WISH IT TO APPEAR ON THE BALLOT * – NAME MAY NOT BE CHANGED AFTER THE END OF QUALIFYING)

am a candidate for the nonpartisan office of City Council District #1 (office), _____ (district #), _____ (circuit #), _____ (group or seat #); I am a qualified elector of Cocoa Brevard County, Florida;

I am qualified under the Constitution and the Laws of Florida to hold the office to which I desire to be nominated or elected; I have qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with the office I seek; and I have resigned from any office from which I am required to resign pursuant to Section 99.012, Florida Statutes; and I will support the Constitution of the United States and the Constitution of the State of Florida.

X Clarence W Kipple Jr (321) 639-4797 WKipple834@bellsouth.net
Signature of Candidate | Telephone Number | Email Address

1201 Country St Cocoa FL 32922
Address | City | State | ZIP Code

Candidate's Florida Voter Registration Number (located on your voter information card): _____

* Please print name phonetically on the line below as you wish it to be pronounced on the audio ballot for persons with disabilities (*see* instructions on page 2 of this form):

_____

STATE OF FLORIDA
COUNTY OF Brevard

Sworn to (or affirmed) and subscribed before me this 9th day of November, 2016.

Personally Known: ✓ or

Produced Identification: ✓

Type of Identification Produced: FLDL

Carie E. Shealy
Signature of Notary Public
Print, Type, or Stamp Commissioned Name of Notary Public

CARIE E. SHEALY
MY COMMISSION # FF 040504
EXPIRES: August 30, 2017
Bonded Thru Notary Public Underwriters

DS-DE 25 (Rev. 5/11)

Rule 1S-2.0001, F.A.C.

11-9-2016 *Attachment 1*

TO: *City of Cocoa*
Mayor and Council

From: *Clarence Whipple, Jr.*
Former Cocoa City Councilman
District One

Subject: *District One City Council Vacancy*

This communication is to express my interest in filling the vacancy of District One City Council Seat.

The decision made to appoint a worthy citizen from the district to the vacant position is a noble one. I believe that I would be the best choice for our constituents and city leaders to continue the positive progress our city currently enjoys.

With the exception of the newly appointed Councilmember Mrs. Blanco I have had the pleasure of serving with each of you. During my tenure as district 1 representative and our past work relationship adds credence to the fact of my ability to begin the work-at-hand on day one.

I would be honored to accept the position as Cocoa City Council Representative for District One.

Sincerely,

Clarence Whipple, Jr.

RECEIVED
NOV 09 2016
OFFICE OF THE CITY CLERK

To: *City of Cocoa* *Attachment 2*
Mayor and Council

From: *Clarence Whipple, Jr.*
Applicant for Vacant District 1 Council Seat

Subject: *Prior Service and Personal Information*

In November 2006 I was elected to Cocoa City Council as District 1 Representative. After serving a four year term, I ran unopposed for a second four year term. During my tenure in 2009 and 2014 I was honored by my fellow Council Members to serve as Deputy Mayor of our City. Over the years of service many positive improvements for our City were accomplished, which aligned with my campaign platform, while in office for two four year terms. I never missed a City Council meeting. As a Councilman I was committed to make informed decisions on behalf of our citizens to move the City forward in positive ways.

I have lived in this Wonderful City for 65 years. I have been married to my Beautiful Wife Sally for 48 years and counting. We have two daughters and a host of grand and great grand children we love the City of Cocoa.

I support: Cocoa Police & Fire Department, Safe Schools, Safe Neighborhoods, Local Businesses, Planned Development and Redevelopment, Beautifying our City, High Ethical Standards within our Government. If chosen I will serve with Honor and Integrity.

Sincerely,

Clarence Whipple, Jr.

RECEIVED
NOV 09 2016
OFFICE OF THE CITY CLERK

Legislation Details (With Text)

File #:	16-506	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	11/2/2016			**In control:**	City Council
On agenda:	11/7/2016			**Final action:**	
Title:	Approve a Resolution officially recognizing and declaring a vacancy in Seat 1 of the City Council pursuant to Article III, Section 10 of the City Charter, and providing a procedure to fill the vacancy. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1. 06_06_16 Blake Resignation letter.pdf, 2. Resolution No. 2016-120 Declaring Vacancy on City Council Blake.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 2, 2016
Agenda Date: November 7, 2016
Prepared By: Carie Shealy, City Clerk
Anthony Garganese, City Attorney
Through: John Titkanich, City Manager
Requested Action:
Approve a Resolution officially recognizing and declaring a vacancy in Seat 1 of the City Council pursuant to Article III, Section 10 of the City Charter, and providing a procedure to fill the vacancy.

BACKGROUND:

On Monday, June 6, 2016, former Councilman Michael Blake officially resigned from the District 1 Council seat effective November 1, 2016, so that he could run for State Representative.

Pursuant to Article III, Section 10 of the City Charter, it states that *"A vacancy in a councilmember's office shall occur upon the death, resignation, removal from office as authorized by law, or forfeiture of office of the councilmember. In the event of such a vacancy, it shall be the duty of the remaining members, absent the councilmember that created the vacancy, at either of the next two regular meetings following the creation of such vacancy, to select a duly qualified citizen to fill said vacancy until the next general election; except that no such appointment shall be made during the period between any election and the time the newly elected councilmembers are seated. Appointment of such person shall be by the affirmative vote of three (3) councilmembers".*

As such, the City Council has a "duty" to attempt to fill the vacancy, by majority vote of at least 3 of the remaining City Councilmembers. The attached Resolution is officially recognizing and declaring a

vacancy in Seat 1 and providing a procedure for filling the vacancy.

Pursuant to the Resolution, the City Council will attempt to fill the vacancy at either of the next two (2) regular City Council meetings which are currently scheduled for December 13, 2016 and January 10, 2017 due to the cancellation of two regular meetings because of the Thanksgiving and Christmas Holidays.

Given that the vacancy is related to Seat (District) 1, any person appointed to fill the vacancy must meet all of the qualifications for Seat 1 in order to serve on the City. Specifically, pursuant to Article III, Section 1 of the City Charter, that person "shall have been domiciled within the district … for at least one year prior to the date of qualification for office and shall have the qualifications of a city elector and shall be domiciled within the district during their term as councilmember."

Any person appointed by the City Council to serve in Seat 1 will serve the remaining balance of the existing four (4) year term which will expire at the general election held in November of 2018

The Resolution directs the City Clerk to publish, as soon as practicable, in various places a public notice advising interested candidates to file an application for serving in Seat 1 by Monday, November 28, 2016 at 12:00 p.m. Candidate applications that are timely submitted to the Office of the City Clerk will be reviewed to determine whether the person is qualified to serve in Seat 1. Qualified candidate applications will be distributed to the City Council at the next regularly scheduled City Council meeting on December 13, 2016. The City Council shall consider and attempt to appoint a qualified candidate at the December 13, 2016 and/or January 10, 2016 City Council meeting. The City Council may also interview candidates including, if necessary, by holding one or more special meetings to consider and interview candidates. This procedure is similar to the procedure the City Council adopted for the vacancy related to former Councilmember Furbish. The City Clerk intends to use the same application and qualifying process created and used for filling the vacancy caused by the death of former Councilman Furbish.

If a special election is required, the special election will need to be coordinated with the Supervisor of Elections and will likely not occur until the Spring of 2017.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution officially recognizing and declaring a vacancy in Seat 4 of the City Council

pursuant to Article III, Section 10 of the City Charter, and providing a procedure to fill the vacancy.

A Daily Publication By:

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

CITY OF COCOA (TE)
65 STONE ST

COCOA, FL 32922

STATE OF FLORIDA COUNTY OF BREVARD:
Before the undersigned authority personally appeared **Kim Curro**, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY** , a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

Notice Public Hearing

as published in **FLORIDA TODAY** in the issue(s) of:

11/10/16

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 10th of November 2016, by Kim Curro who is personally known to me

Ruby Royer
Notary Public for the State of Florida
My Commission expires January 30, 2018

Publication Cost: $109.46
Ad No: 0001719950
Customer No: BRE-6CI200

RUBY ROYER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF088043
Expires 1/30/2018

Ad#1719950 11/10/16

CITY OF COCOA
NOTICE OF PUBLIC MEETING

Re: CONSIDER APPOINTING QUALIFIED PERSON TO FILL VACANCY ON THE CITY COUNCIL SEAT FOR SEAT/DISTRICT 1

NOTICE is hereby given that a Regular City Council Meeting will be held on Tuesday, December 13, 2016, at 6:00 p.m. for the purpose of considering applications of qualified persons desiring to serve on the City Council by filling a current vacancy for Seat/District 1. At the discretion of the City Council, consideration of said applications may be continued to a Regular Meeting to be held on Tuesday January 10, 2017, at 6:00 p.m.

Those interested in being considered must meet the qualification requirements in the City Charter and be domiciled in District 1 for at least one year prior to the date of qualification for office and shall have the quallfications of a city elector and shall be domiciled within the district during their term as councilmember. Prospective candidates must complete an application and qualifying package in accordance with the City of Cocoa Charter. Those who wish to be included in the selection process can pick up an application and packet from the City Clerk's Office, located in Cocoa City Hall, at 65 Stone Street, in Cocoa, Florida, 32922 from 8 a.m. until 5 p.m., Monday through Friday.

Applicant Packets will be due to the City Clerk by Monday, November 28, 2016, by 12:00 p.m. Packets submitted after this deadline will not be accepted.

For further information on application process, please contact the Office of the City Clerk by phone at 321-433-8484, by email to cshealy@cocoafl.org, or by visiting Cocoa City Hall at 65 Stone Street, Cocoa, Florida. City Hall hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Dated this the 8th day of November, 2016
/s/ Carie Shealy
Carie Shealy, CMC, City Clerk
City of Cocoa

Legislation Details (With Text)

File #:	16-510	**Version:**	1	**Name:**	October, 2016 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/22/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 10/31/2016. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.16 thru 10.31.16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	November 3, 2016
Agenda Date:	December 13, 2016
Prepared By:	Sonja D. Hamilton-Suarez, Purchasing/Contract Manager
Through:	Teri Butler, CGFO, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 10/31/2016**.**

BACKGROUND:

The following reports for the period October 01, 2016 through October 31, 2016 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

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

RECOMMENDED MOTION:

None. Information only.

powered by Legistar™



Purchase Order Approvals 10-01-16 thru 10-31-16

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 13

City Manager = 5

City of Cocoa CRA Board = 0

City Council = 8

Purchase Order Approvals 10-01-16 thru 10-31-16
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
68897	10/12/2016	Pace Analytical Services, Inc.	$ 41,310.00	10/10/2016	John A. Titkanich, Jr. AICP
68908	10/12/2016	H&H Liquid Sludge Disposal Inc.	$ 50,000.00	10/10/2016	John A. Titkanich, Jr. AICP
69039	10/19/2016	Garganese, Weiss & D'Agresta	$ 50,000.00	10/18/2016	Matthew J. Fuhrer (Acting)
69126	10/27/2016	Cardno, Inc.	$ 42,715.00	10/26/2016	John A. Titkanich, Jr. AICP
69171	10/31/2016	CDM Smith Inc.	$ 49,000.00	10/28/2016	John A. Titkanich, Jr. AICP

5 Purchase Order Approved by City Manager

Prepared by Purchasing 11/3/2016

Purchase Order Approvals 10-01-16 thru 10-31-16
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Purchase Order Approvals 10-01-16 thru 10-31-16
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
68880	10/11/2016	Cutwater Asset Management Corp.	$ 37,500.00	2/23/2010	City Council
68882	10/11/2016	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
68884	10/11/2016	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
68886	10/11/2016	Garganese, Weiss & D'Agresta	$ 35,000.00	8/29/2000	City Council
68983	10/17/2016	Florida Power & Light Miami	$ 35,000.00	9/27/2016	City Council
69033	10/19/2016	FL Dept of Corrections	$ 43,122.75	10/27/2015	City Council
69050	10/20/2016	Quentin L. Hampton Associates	$ 36,498.00	7/26/2016	City Council
69150	10/31/2016	Universal Steel of America, Inc.	$ 39,069.00	4/12/2016	City Council

8 Purchase Order Approved by City Council

Prepared by Purchasing 11/3/2016

Legislation Details (With Text)

File #:	16-511	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/7/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	FY 2017 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY 2017 October EXPENSE Budget Tracking Worksheet.pdf FY 2017 October REVENUE Budget Tracking.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 7, 2016
Agenda Date: December 13, 2016
Prepared By: Anthony Hagan / Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
FY 2017 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2017 thru October 31, 2016.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2017 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 10/31/2016

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1600 - GENERAL OPERATIONS					
10/25/16	001-1600-513.39-00	(33,610)	6 FORREST AVE DEMOLITION AGENDA 16-487		228
1 Budget Amendments/Transfers			Division 1600 Total	($33,610)	
2100 - POLICE ADMIN/OPERATIONS					
10/21/16	001-2100-521.52-00	2,016	PD REVISED QUOTE 1601001 COMM INTNTL REMOVE BATT		174
1 Budget Amendments/Transfers			Division 2100 Total	$2,016	
2101 - POLICE COMMUNICATIONS					
10/21/16	001-2101-521.64-00	(2,016)	PD REVISED QUOTE 1601001 COMM INTNTL REMOVE BATT		174
1 Budget Amendments/Transfers			Division 2101 Total	($2,016)	
3200 - ADMINISTRATION					
10/21/16	001-3200-515.61-00	118,000	PURCHASE 3 BREV CO TAX ID FROM HOUSING AUTH. 16-445		175
10/25/16	001-3200-515.49-00	33,610	6 FORREST AVE DEMOLITION AGENDA 16-487		228
2 Budget Amendments/Transfers			Division 3200 Total	$151,610	
3580 - CAPITAL PROJECTS MNGMT					
10/21/16	001-3580-519.62-00	231,936	PROJECT INADEQUATELY BUDG FOR FY17. NEED FUNDS ADD		176
1 Budget Amendments/Transfers			Division 3580 Total	$231,936	
6 Total Budget Amendments/Transfers			**GENERAL FUND**	**$349,936**	
3230 - CRA ADMIN/OPERATIONS					
10/25/16	110-3230-559.39-00	(6,942)	ACCOUNT FOR DECREASE IN CO MILLAGE RATES FOR CRA		230
1 Budget Amendments/Transfers			Division 3230 Total	($6,942)	
1 Total Budget Amendments/Transfers			**REDEVELOPMENT AGENCY FUND**	**($6,942)**	
3580 - CAPITAL PROJECTS MNGMT					
10/25/16	301-3580-519.62-00	(65,000)	WETLAND MITITGATION AGREE FUND X-FER AGENDA 16-467		231
	301-3580-519.61-00	65,000			
1 Budget Amendments/Transfers			Division 3580 Total	$0	
1 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$0**	
1515 - FIELD SERVICES					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/19/16	421-1515-536.52-00	(1)	ORIGINAL QUOTE FOR ITRON WAS OFF BY $.19		144
	421-1515-536.46-00	1			
1 Budget Amendments/Transfers			Division 1515 Total	$0	
4055 - ENGINEERING					
10/21/16	421-4055-536.63-00	853,641	ADD FUNDS FOR E PEACHTREE ST WATER MAIN IMPR		177
1 Budget Amendments/Transfers			Division 4055 Total	$853,641	
2 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$853,641**	
3570 - STORMWATER UTILITY					
10/24/16	423-3570-538.63-00	(1,600)	PURCHASE OF 3.25 ACRES FOR DIAMOND SQ RDA		199
	423-3570-538.61-00	1,600			
10/25/16	423-3570-538.63-00	(84,400)	PURCH 3.25 ACRES FROM FL FOR DIAM. SQ STORMWATER		232
	423-3570-538.61-00	84,400			
2 Budget Amendments/Transfers			Division 3570 Total	$0	
2 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$0**	

12 Transfers & Amendments between 10/1/2016 and 10/31/2016

FY 2017 TOTAL TRANSFERS & AMENDMENTS **1,196,635**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Worksheets\FY 2017 - Budget Tracking Worksheets\FY 2017 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 11/30/2016

FY 2017 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 10/31/2016

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/21/16	001-0000-389.99-50	231,936	PROJECT INADEQUATELY BUDG FOR FY17. NEED FUNDS ADD		176
	001-0000-389.99-50	118,000	PURCHASE 3 BREV CO TAX ID FROM HOUSING AUTH. 16-445		175
2	Budget Amendments/Transfers		Division 0000 Total	$349,936	
2	Total Budget Amendments/Transfers		**GENERAL FUND**	**$349,936**	
10/25/16	110-0000-338.00-00	(6,942)	ACCOUNT FOR DECREASE IN CO MILLAGE RATES FOR CRA		230
1	Budget Amendments/Transfers		Division 0000 Total	($6,942)	
1	Total Budget Amendments/Transfers		**REDEVELOPMENT AGENCY FUND**	**($6,942)**	
10/21/16	421-0000-389.99-50	853,641	ADD FUNDS FOR E PEACHTREE ST WATER MAIN IMPR		177
1	Budget Amendments/Transfers		Division 0000 Total	$853,641	
1	Total Budget Amendments/Transfers		**WATER/SEWER ENTERPRISE**	**$853,641**	

4 Transfers & Amendments between 10/1/2016 and 10/31/2016

FY 2017 TOTAL TRANSFERS & AMENDMENTS **1,196,635**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Worksheets\FY 2017 - Budget Tracking Worksheets\FY 2017 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocolit

Page 1

Date: 11/30/2016

Legislation Details (With Text)

File #:	16-512	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/7/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Orders Report Nov 2016.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 7, 2016
Agenda Date: December 13, 2016
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of November 30, 2016. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

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

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

Change Orders - CM authorized to execute

applied to contingency | as of: 11/30/2016

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures
CP11FS	Fleet Garage Addition									
Op. Rev.		202,887.00	10/11/2016	2016-109						
Project Manager:		10,000.00	contingency authorized							
account #	001-3580-519-62-00	192,887.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor name PARKIT CONSTR. PO # 69152		FY17 PO Issue		31559	192,886.65	192,886.65	192,886.65		n/a
	Bid No. B-16-03-COC Fleet									
		10,000	^contingency balance-->							
PW1501	Porcher House Roof									
Op. Rev.		51,100.00	10/11/2016	2016-108						
Project Manager:		1,100.00	contingency authorized							
account #	001-3580-519-46-02	50,000.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor Tech Systems PO#		FY17 PO Issue		Pending		-	-		n/a
		1,100	^contingency balance-->				v			
PW08PL	Florida Ave Streetscape									
Op. Rev.		606,870.00	7/26/16 #16-266	2016-85						
Project Manager:		51,536.00	contingency authorized							
account #	423-3570-538-63-00	555,334.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor DP Development PO# 69109		FY16 PO Issue	FY 2016	31032	38,828.00	38,828.00		$	34,945.20
	Bid No. B-16-10-COC		*PO 68774 FY16 Year End PO Liquidated*			(3,882.80)	34,945.20			
			FY17 PO Issue	FY 2017	31352	504,347.39	539,292.59	504,347.39		
		51,536	^contingency balance-->				v			
WS1506	Florida Ave Streetscape									
Op. Rev.		1,909,332.00	7/26/16 #16-266	2016-84						
Project Manager:		312,139.00	contingency authorized							
account #	421-4055-536-63-00	1,597,193.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor Bussen Mayer Engineering PO# 69303		FY17 PO Issued	FY 2017	31718	1,550,639.25	1,550,639.25	1,550,639.25	$	-
	Bid No. B-16-10-COC									
		312,139	^contingency balance-->				v			
CD1105	Florida Ave Streetscape									
		1,282,313.00	7/26/16 #16-266	2016-83						
Project Manager:		126,817.00	contingency authorized							
account #	001-3510-541-63-00	1,155,496.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor DP Development PO#69108		FY17 PO Issue	FY2017	31326	1,034,235.07	1,034,235.07	1,034,235.07		
	Bid No. B-16-10-COC									
		126,817	^contingency balance-->							
WS17AF	Utility Privatization									
Op. Rev.		1,531,934.00	7/26/16 #16-298	2016-74						
Project Manager:		283,806.00	contingency authorized							
account #	421-4055-536-63-00	1,248,128.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor name CH2M Hill PO#			FY 2017	Pending		-	-	$	-
	Bid No.									
		283,806	^contingency balance-->				v			

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures
WS1409	Sanitary Sewer Manhole and LS Rehab									
Op. Rev.		110,350.00	7/26/16 #16-296	2016-70						
Project Manager:		10,000.00	contingency authorized							
account #	421-4125-536-46-00	100,350.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor name Danus Utilities Inc PO# 68639		FY16 PO Issue	FY 2016	30836	41,300.00	41,300.00			$ 41,300.00
	Bid No. Co-op Purchasing Agreement									
	City of Clermont									
		10,000	^contingency balance-->				v			
WSLS04	Lift Station #4 Improvements									
Op. Rev.		617,870.00	6/14/16 VIII.6 (#16-225)	2016-63						
Project Manager:		56,170.00	contingency authorized							
account #	421-4125-536-63-00	561,700.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor name: L7 Construction Inc PO# 68449		FY16 PO Issue	FY 2016	30576	561,700.00	561,700.00			$ 27,000.00
	Bid No. B-16-14-COC		*Pending PO 68449 FY16 Year-End PO Liquidation*			(534,700.00)	27,000.00			
			FY 2017 PO Issued	FY 2017	Pending	534,700.00	561,700.00	534,700.00		
		56,170	^contingency balance-->							
WS1222	WRF Motor Controls Sellers									
Op. Rev.		2,334,400.20	4/12/2016	2016-37						
Project Manager:		212,218.20	contingency authorized							
account #	421-4120-536-63-00	2,122,182.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor name Chinchor Electric Inc PO# 68119		FY16 PO Issue	FY 2016	30162	2,122,182.00	2,122,182.00			$ 183,433.33
	B-16-05-COC		*Pending PO 68119 FY16 Year-End PO Liquidation*			(1,938,748.67)	183,433.33			
			FY 2017 PO Issued	FY 2017	Pending	1,938,748.67	2,122,182.00	1,938,748.67		
		212,218	^contingency balance-->							
CP16F3	Fire Station #3 Design									
Op. Rev.	SR524	161,916.30	12/8/2015	2016-16						
Project Manager:		7,710.30	contingency authorized 5%							
account #	301-3580-519-62-00	154,206.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor name Architects Design Group		FY16 PO Issue	FY2016	29395	154,206.00	154,206.00		$ 604.47	$ 123,672.40
	PO#67485/69346		*CO#1Design and Landscape revisions*		30999	6,460.00	160,666.00			
			Pending PO 67485 FY16 Year-End PO Liquidation			(36,993.60)	123,672.40			
	Bid No. RFQ-11-12-COC		FY 2017 PO Issue		31768	604.47	124,276.87	604.47		
		1,250	^contingency balance-->							
CP16F2	Fire Station #2 Design Bronson									
Op. Rev.		118,490.20	1/12/2016	2016-15 2016-104						
Project Manager:		15,166.20	contingency authorized 5% 9/27/16 Council Approved Increase							
account #	301-3580-519-62-00	103,324.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor Name Architects Design Group		FY16 PO Issue	FY2016	29612	103,324.00	103,324.00		$ 6,143.40	$ 75,350.09
	PO#67486/69348									
	Bid No. RFQ-11-12-COC		*CO#2*		30996	9,992.00	113,316.00			
			Pending FY17 Liquidation			(37,965.91)	75,350.09			
	**to Council 9/27/16 to add $10,000 to contingency*		*FY 17 PO Issue*		31770	6,143.40	81,493.49	6,143.40		
		5,174	^contingency balance-->							

* Fire Stations 1 and 2 were switched after Council

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures
CP16F1	Fire Station Dixon									
Op. Rev.		203,854.95	2/23/2016	2016-14						
Project Manager:		7,280.95	contingency authorized 5%							
account #	301-3580-519-62-00	145,619.00	exp authorized before contingency				Cumulative	FY17 cum		
		50,955.00	4/12/16 V.9							
	Vendor Name Architects Design Group		FY16 PO Issue	FY2016	29610	145,619.00	145,619.00		$ 2,119.60	$ 121,018.40
	PO#67682/69347									
	Bid No. RFQ-11-12-COC		*CO # 1 Design Criteria EOC at Fire Headquarters*		30171	50,955.00	196,574.00			
			CO #2 Landscaping & design changes		30995	2,600.00	199,174.00			
			Pending PO 67682 FY16 Year-End PO Liquidation			(78,155.60)	121,018.40			
			FY 17 PO Issue		31769	2,119.60	123,138.00	2,119.60		
* Fire Stations 1 and 2 were switched after Council		4,681	^contingency balance-->							
WS1402	Surface Water Plant Clearwell Addition and Reject Pond Rehab - Engineering Services									
Op. Rev.		9,425,900.00	12/8/2015	2015-091						
Project Manager:		856,900.00	contingency authorized							
account #	421-4055-536-63-00	8,569,000.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor Name PETTICOTT-SCHMITT PO#67619		FY16 PO Issue	FY2016	29508	8,569,000.00	8,569,000.00			$ 1,820,482.23
	Bid No. B-15-23-COC		*CO#1 temporary and permanent power for CVS-1 and ASR-4*		30691	67,311.00	8,636,311.00			
			Pending PO 67619 FY16 Year-End PO Liquidation			(6,815,828.77)	1,820,482.23			
		789,589	^contingency balance-->							
WS16MC	Relocate/Replace 12" and Smaller AC WM Cocoa Beach Minuteman Cswy Streetscape									
Op. Rev.		659,839.00	12/8/2015	2015-085						
Project Manager:		59,985.00	contingency authorized							
account #	421-4055-536-63-00	599,854.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor Name Certified General Contractors PO# 67555		FY16 PO Issue	FY2016	29456	599,854.00	599,854.00			$ 381,822.97
	Bid No. Sole Source		*Pending PO 67555 FY16 Year-End PO Liquidation*			(218,031.03)	381,822.97			
	Project number changing WS16MC									
		59,985	^contingency balance-->							
WS0904	Lining of Sanitary Sewer Mains									
Op. Rev.		325,756.87	12/8/2015	2015-083						
Project Manager:		20,000.00	contingency authorized							
account #	421-4125-536-63-00	305,756.87	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor Name Insituform Technologies PO# 67722		FY16 PO Issue	FY2016	29413	305,756.87	305,756.87			$ 313,326.17
	Contract No. 0113-1010 City of Daytona Beach		*CO#1 add five laterals*		30748	7,569.30	313,326.17			
		12,431	^contingency balance-->							
WS1201	Pipeline Condition Assessment to Subaqueous PCCP along S.R.520 and Subaqueous DIP along S.R. 401									
Op. Rev.		157,008.00	11/10/2015	2015-075						
Project Manager:		50,000.00	contingency authorized not to exceed $50,000			63-00				
account #	421-4055-536.63-00	107,008.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor Name Logan Diving & Salvage PO # 67251		FY16 PO Issue	FY2016	29144	107,008.00	107,008.00			$ 132,912.00
	Bid No. RFQ-14-19-COC		*CO#1 pre-repair outlet investigation, prelim outlet repair strategy*		30619	28,480.00	135,488.00			
	a/k/a Anderson Diving		*Pending PO 67251 FY16 Year-End PO Liquidation*			(2,576.00)	132,912.00			
		21,520	^contingency balance-->							

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures
WS16EW	Claude H. Dyal WTP Elevated Walkway Improvements									
Op. Rev.		1,213,820.00	3/24/2015 VIII. 3.	2015-012		63-00				
Project Manager:		110,347.00	10% contingency authorized of $1,103,473							
account # 421-4055-536-63-00		1,103,473.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor Name Brandes Design-Build, Inc. PO # 67359		FY15 PO Issue	FY 2015	27257	1,103,473.00	1,103,473.00			$ 800,374.00
	Bid No. B-15-09-COC		*PO 65796 FY15 Year-End PO Liquidation*			(883,423.00)	220,050.00			
			FY16 PO Issue	FY 2016	29146	883,423.00	1,103,473.00			
			CO#1		29489	7,268.19	1,110,741.19			
			CO#2		30181	7,419.37	1,118,160.56			
			CO#3		30320	32,643.88	1,150,804.44			
			Pending PO 67359 FY16 Year-End PO Liquidation			(130,380.44)	800,374.00			
		63,016	^contingency balance-->							
WS1001	Industrial Park Pump Station									
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138						
Project Manager:		444,500.00	10% contingency authorized			63-00				
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY17 cum		
	Vendor Name Brandes Design-Build. PO #67318		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00			$ 875,143.30
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41			
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91			
	Quentin Hampton P.O. #67460		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53			
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91	v	$	798,358.61
			*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98	v	$	8,814.92
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09	v	$	67,969.77
	CH2M PO #67455		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09			
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47			
			*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**	4,661,632.12			
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12			
			Pending PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	913,826.79			
			Pending PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	887,762.45			
			Pending PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	875,143.30			
		209,868	^contingency balance-->							
WS1117	SCADA Support Hardware Integration Services									
Op. Rev.		3,145,938.40	8/12/14 VIII.5	2014-090						
Project Manager:		231,664.40	10% contingency authorized			63-00	64-00			
account #421-4055-536.63-00		2,316,644.00	exp authorized before contingency							
		597,630.00	Change order to support the Repair of Deficiencies 8-25-15 V.5				Cumulative	FY17 cum		
	CH2M Hill Engineers, Inc. PO# 64202		FY14 PO Issue	FY 2014	25301	2,316,644.00	2,316,644.00			$ 1,356,251.34
	Task Order 2014-58		*FY14 Year-End PO Liquidation for Task Order 2014-58*			(2,316,644.00)	-			
	CH2M Hill Engineers, Inc. PO# 64883		*FY 2015 PO Issue*	FY 2015	26194	2,316,644.00	2,316,644.00			
					26634	(2,316,644.00)				
			CO#1-account number change only 421-4055-536.63-00		26634	2,253,869.00	62,775.00	2,316,644.00		
			CO#2-to support the repair of deficiencies identified through execution of the original task		28276	597,630.00		2,914,274.00		
			CO#3-to correct CO#2 Internal use only to put into right account		n/a			2,914,274.00		
			FY15 Year-End PO Liquidation			(1,369,468.90)	-	1,544,805.10		
	CH2M Hill Engineers, Inc. FY2016 PO# 67262		FY16 PO Issue	FY2016	29089	1,369,468.90	-	2,914,274.00		
			FY16 Year-End PO Liquidation			(13,217.56)		1,356,251.34		
	Same project, different task orders, not from "contingency"									
	CH2M Hill Engineers, Inc. PO# 67260									
	CH2M Hill Engineers, Inc. PO# 67261									
	CH2M Hill Engineers, Inc. PO# 67263									
	CH2M Hill Engineers, Inc. PO# 67264									
		231,664	^contingency balance-->							

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures
WS1426	Dyal Water Treatment Plant Switchgear & Generator Closed Loop Transition Upgrade									
Op. Rev.		645,947.00	7/8/14 V.3	2014-064						
		120,100.00	3/10/15, V.2	no Resolution: project amendment						
Project Manager:		47,804.00	10% contingency authorized			63-00				
account #421-4055-536.63-00		478,043.00	exp authorized before contingency				Cumulative	FY17 cum		
	IEM Power Systems LLC PO# 64076		FY14 PO Issue	FY 2014	25120	478,043.00	478,043.00			$ 347,995.57
	Bid No. B-14-12-COC		*FY14 Year-End PO Liquidation*			(478,043.00)	-			
	IEM Power Systems LLC PO#65274		FY15 PO Issue	FY 2015	26591	478,043.00	478,043.00			
	Bid No. B-14-12-COC		*CO #1 add funds by Council Approval 3/10/15, V2*		27169	110,600.00	588,643.00			
			FY15 Year End PO Liquidation			(342,291.40)	246,351.60			
	IEM Power Systems LLC FY2016 PO#67525		FY16 PO Issue	FY2016	29418	342,291.40	588,643.00			
			CO#1 rental of storage POD		30635	345.00	588,988.00			
			CO#2 add'l costs for delay in construction		30658	1,750.00	590,738.00			
			CO#3 add'l costs for delay in construction		30676	4,050.00	594,788.00			
			Pending FY16 Year-End PO Liquidation			(440.83)	347,995.57			
		41,659	^contingency balance-->							

Legislation Details (With Text)

File #:	16-513	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/7/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget by Classification Report October 2016.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 7, 2016
Agenda Date: December 13, 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 October 2016 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund.

Each of the major funds will have the following reports:

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

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

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

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

STRATEGIC PLAN CONNECTION:

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

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2017 Budget by Classification Report - Summary Listing

Through 10/31/2016

Target for October is 8%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 7,052,116		$ 24,269.04	$ 7,027,846.96	0%
OTHER PERMITS AND FEES	$ 3,412,358		$ 24,723.47	$ 3,387,634.53	1%
INTERGOVERNMENTAL	$ 3,228,830		$ -	$ 3,228,830.00	0%
CHARGES FOR SERVICES	$ 11,159,533		$ 347,950.91	$ 10,811,582.09	3%
FINES AND FORFEITURES	$ 24,000		$ -	$ 24,000.00	0%
MISCELLANEOUS	$ 803,618		$ 11,737.33	$ 791,880.67	1%
OTHER SOURCES (NON-REVENUE)	$ 11,691,203		$ -	$ 11,691,203.00	0%
REVENUE TOTALS	**$ 37,371,658**		**$ 408,680.75**	**$ 36,962,977.25**	**1%**
EXPENSE					
SALARIES AND BENEFITS	$ 20,935,432		$ 1,555,169.64	$ 19,380,262.36	7%
OPERATING EXPENDITURES	$ 10,546,337	$ 1,880,862.13	$ 217,777.48	$ 8,447,697.39	20%
CAPITAL OUTLAY	$ 3,824,536	$ 1,640,424.69	$ -	$ 2,184,111.31	43%
GRANTS, AIDS AND OTHER	$ 2,065,353	$ -	$ -	$ 2,065,353.00	0%
EXPENSE TOTALS	**$ 37,371,658**	**$ 3,521,286.82**	**$ 1,772,947.12**	**$ 32,077,424.06**	14%
REVENUE TOTALS	**$ 37,371,658**	**$ -**	**$ 408,680.75**	**$ 36,962,977.25**	**1%**
EXPENSE TOTALS	**$ 37,371,658**	**$ 3,521,286.82**	**$ 1,772,947.12**	**$ 32,077,424.06**	**14%**
	$ -	**$ (3,521,286.82)**	**$ (1,364,266.37)**		

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAXES								
311		AD VALOREM								
10	00	CURRENT TAXES	405,810	.00		405,810	.00		4,869,722	4,869,722.00
20	00	DELINQUENT TAXES	1,250	.00		1,250	.00		15,000	15,000.00
25	00	PENALTIES RE: TAXES	416	.00		416	.00		5,000	5,000.00
30	00	TAX CERTIFICATES	16,666	.00		16,666	.00		200,000	200,000.00
311	**	AD VALOREM	424,142	.00		424,142	.00		5,089,722	5,089,722.00
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	29,166	.00		29,166	.00		350,000	350,000.00
312	**	SALES USE AND FUEL TAXES	29,166	.00		29,166	.00		350,000	350,000.00
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	82,402	.00		82,402	.00		988,824	988,824.00
40	00	GAS	1,722	.00		1,722	.00		20,673	20,673.00
80	00	PROPANE	969	.00		969	.00		11,639	11,639.00
314	**	UTILITY SERVICE TAX	85,093	.00		85,093	.00		1,021,136	1,021,136.00
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	35,104	.00		35,104	.00		421,258	421,258.00
315	**	COMMUNICATION SERVICE TAX	35,104	.00		35,104	.00		421,258	421,258.00
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	14,166	24,269.04	171	14,166	24,269.04	171	170,000	145,730.96
316	**	LOCAL BUSINESS TAX	14,166	24,269.04	171	14,166	24,269.04	171	170,000	145,730.96
310	***	TAXES	587,671	24,269.04	4	587,671	24,269.04	4	7,052,116	7,027,846.96
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
00	00	BUILDING PERMITS	20,833	7,545.25	36	20,833	7,545.25	36	250,000	242,454.75
10	00	TRAINING SURCHARGE	58	.00		58	.00		700	700.00
322	**	BUILDING PERMITS	20,891	7,545.25	36	20,891	7,545.25	36	250,700	243,154.75
323		FRANCHISE FEES								
10	00	ELECTRICITY	66,587	.00		66,587	.00		799,054	799,054.00
40	00	GAS	1,846	.00		1,846	.00		22,158	22,158.00
70	00	SOLID WASTE	14,703	15,159.65	103	14,703	15,159.65	103	176,446	161,286.35
323	**	FRANCHISE FEES	83,136	15,159.65	18	83,136	15,159.65	18	997,658	982,498.35
325		SPECIAL ASSESSMENT								
12	01	FIRE PROTECTION	166,250	193.57		166,250	193.57		1,995,000	1,994,806.43

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	666	.00		666	.00		8,000	8,000.00
12 03	PENALTIES	83	.00		83	.00		1,000	1,000.00
12 04	TAX CERTIFICATES	12,500	.00		12,500	.00		150,000	150,000.00
12 *	SERVICE	179,499	193.57		179,499	193.57		2,154,000	2,153,806.43
325 **	SPECIAL ASSESSMENT	179,499	193.57		179,499	193.57		2,154,000	2,153,806.43
329	OTHER PERMITS & FEES								
00 00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
10 00	REPOSITORY FEES	0	.00		0	.00		0	.00
20 00	BUILDING PLANS REVIEW FEE	0	.00		0	.00		0	.00
25 00	PLANNING AND ZONING	833	1,825.00	219	833	1,825.00	219	10,000	8,175.00
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
329 **	OTHER PERMITS & FEES	833	1,825.00	219	833	1,825.00	219	10,000	8,175.00
320 ***	OTHER PERMITS & FEES	284,359	24,723.47	9	284,359	24,723.47	9	3,412,358	3,387,634.53
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	20,833	.00		20,833	.00		250,000	250,000.00
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	20,833	.00		20,833	.00		250,000	250,000.00
20 01	RES OFFCR - CTY CONTRACT	2,650	.00		2,650	.00		31,800	31,800.00
20 05	JAG GRANT	1,915	.00		1,915	.00		22,980	22,980.00
20 09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
20 10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
20 12	BULLET PROOF GRANT	1,024	.00		1,024	.00		12,298	12,298.00
20 13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20 14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20 15	VICTIMS OF CRIME ACT GRNT	5,126	.00		5,126	.00		61,516	61,516.00
20 *	PUBLIC SAFETY	10,715	.00		10,715	.00		128,594	128,594.00
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	76,083	.00		76,083	.00		913,000	913,000.00
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	107,631	.00		107,631	.00		1,291,594	1,291,594.00
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	2,916	.00		2,916	.00		35,000	35,000.00
333 **	PAYMENT IN LIEU OF TAXES	2,916	.00		2,916	.00		35,000	35,000.00

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	0	.00		0	.00		0	.00
50	*	ECONOMIC ENVIRONMENT	0	.00		0	.00		0	.00
61	10	BREVARD COUNTY EMS GRANT	0	.00		0	.00		0	.00
90	30	HISTORIC PRESERVATION GRT	21,271	.00		21,271	.00		255,256	255,256.00
334	**	STATE GRANT	21,271	.00		21,271	.00		255,256	255,256.00
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	38,805	.00		38,805	.00		465,670	465,670.00
12	20	8TH CNT MUNICIPAL GAS TAX	12,156	.00		12,156	.00		145,873	145,873.00
12	*	STATE REVENUE SHARING	50,961	.00		50,961	.00		611,543	611,543.00
14	00	MOBILE HOME LICENSES	1,666	.00		1,666	.00		20,000	20,000.00
15	00	ALCOHOLIC BEVERAGE	1,809	.00		1,809	.00		21,717	21,717.00
18	00	LOCAL GOVERNMENT 1/2 CENT	80,848	.00		80,848	.00		970,178	970,178.00
21	00	FIREFIGHTER SUPPLEMENTAL	0	.00		0	.00		0	.00
29	00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41	00	FUEL TAX REFUNDS	1,961	.00		1,961	.00		23,542	23,542.00
335	**	STATE SHARED REVENUES	137,245	.00		137,245	.00		1,646,980	1,646,980.00
337		GRANTS FROM LOCAL UNITS								
20	01	911 SURCHARGE FUNDS	0	.00		0	.00		0	.00
40	00	TRANSPORTATION	0	.00		0	.00		0	.00
40	01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40	*	TRANSPORTATION	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
10	01	EMS 1ST RESPONDER	0	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	269,063	.00		269,063	.00		3,228,830	3,228,830.00
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	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %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	447,865	.00		447,865	.00		5,374,389	5,374,389.00
31 00	ADMIN FEES STORMWATER	7,410	.00		7,410	.00		88,927	88,927.00
40 00	CERTIFY/COPY/SEARCH	8,333	235.51	3	8,333	235.51	3	100,000	99,764.49
90 12	PASSPORT EXECUTION FEES	863	200.00	23	863	200.00	23	10,356	10,156.00
341 **	GENERAL GOVERNMENT	464,471	435.51		464,471	435.51		5,573,672	5,573,236.49
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	0	.00		0	.00		0	.00
90 00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
90 01	FALSE ALARM FEES	833	1,500.00	180	833	1,500.00	180	10,000	8,500.00
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	833	1,500.00	180	833	1,500.00	180	10,000	8,500.00
342 **	PUBLIC SAFETY	833	1,500.00	180	833	1,500.00	180	10,000	8,500.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	33,574	.00		33,574	.00		402,888	402,888.00
37 11	ROCKLEDGE	21,209	.00		21,209	.00		254,510	254,510.00
37 12	SUN LAKE	279	.00		279	.00		3,357	3,357.00
37 13	COLONY PARK	150	.00		150	.00		1,810	1,810.00
37 16	COCOA BEACH	8,758	.00		8,758	.00		105,101	105,101.00
37 17	CAPE CANAVERAL	7,230	.00		7,230	.00		86,760	86,760.00
37 18	TITUSVILLE	315	.00		315	.00		3,783	3,783.00
37 *	WATER BILLING SERVICES	71,515	.00		71,515	.00		858,209	858,209.00
39 01	SERVICE CHARGES	33,333	28,023.80	84	33,333	28,023.80	84	400,000	371,976.20
39 03	ADMIN CHARGES	35,833	29,155.00	81	35,833	29,155.00	81	430,000	400,845.00
39 04	PENALTIES	75,000	77,600.23	104	75,000	77,600.23	104	900,000	822,399.77
39 05	NSF CHECKS	2,916	3,052.91	105	2,916	3,052.91	105	35,000	31,947.09
39 *	WATER OTHER INCOME	147,082	137,831.94	94	147,082	137,831.94	94	1,765,000	1,627,168.06
41 10	GARBAGE REVENUES	177,823	174,458.20	98	177,823	174,458.20	98	2,133,878	1,959,419.80
41 20	RECYCLING REVENUE	17,692	17,117.25	97	17,692	17,117.25	97	212,309	195,191.75
41 30	GREEN WASTE	15,130	14,495.35	96	15,130	14,495.35	96	181,563	167,067.65
41 *	GARBAGE COLLECTION	210,645	206,070.80	98	210,645	206,070.80	98	2,527,750	2,321,679.20
45 10	BILLING FEE - WEST WASTE	8,058	.00		8,058	.00		96,697	96,697.00
45 20	SALE - RECYCLING MATERIAL	83	.00		83	.00		1,000	1,000.00

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
340			CHARGES FOR SERVICES								
343			PHYSICAL ENVIRONMENT								
	45	*	GARBAGE - OTHER REVENUE	8,141	.00		8,141	.00		97,697	97,697.00
	46	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	90	01	MEDIAN MAINTENANCE	4,361	.00		4,361	.00		52,336	52,336.00
	90	02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
	90	03	FDOT MNT SIGNAL/HWY LIGHT	8,364	.00		8,364	.00		100,369	100,369.00
	90	*	OTHER PHYSICAL ENVIRON	12,725	.00		12,725	.00		152,705	152,705.00
343		**	PHYSICAL ENVIRONMENT	450,108	343,902.74	76	450,108	343,902.74	76	5,401,361	5,057,458.26
347			CULTURE/RECREATION								
	20	10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
	20	15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
	20	*	PARKS & RECREATION	0	.00		0	.00		0	.00
	39	00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
	39	10	PORCHER HOUSE - REVENUES	5,000	1,378.00	28	5,000	1,378.00	28	60,000	58,622.00
	39	11	TENANT MAINTENANCE FEES	166	37.84	23	166	37.84	23	2,000	1,962.16
	39	20	COCOA CIVIC CENTER	4,583	326.17	7	4,583	326.17	7	55,000	54,673.83
	39	21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
	39	30	RIVERFRONT PARK	1,416	21.83	2	1,416	21.83	2	17,000	16,978.17
	39	*	OTHER CULTURAL SERVICES	11,165	1,763.84	16	11,165	1,763.84	16	134,000	132,236.16
	40	01	COCOA VILLAGE 10% GROSS	2,083	50.00	2	2,083	50.00	2	25,000	24,950.00
	40	05	PERMIT FEES	208	50.00	24	208	50.00	24	2,500	2,450.00
	40	10	MARDI GRAS	0	.00		0	.00		0	.00
	40	*	SPECIAL EVENTS	2,291	100.00	4	2,291	100.00	4	27,500	27,400.00
	50	10	EVENT FEES	833	248.82	30	833	248.82	30	10,000	9,751.18
	50	20	CONCESSION SALES	0	.00		0	.00		0	.00
	50	30	ADVERTISING/SPONSORSHIPS	250	.00		250	.00		3,000	3,000.00
	50	40	SCHOOL BOARD	0	.00		0	.00		0	.00
	50	*	SPECIAL REC FACILITIES	1,083	248.82	23	1,083	248.82	23	13,000	12,751.18
347		**	CULTURE/RECREATION	14,539	2,112.66	15	14,539	2,112.66	15	174,500	172,387.34
349			OTHER CHARGES FOR SERVICE								
	01	00	CREDIT CARD FEES	0	.00		0	.00		0	.00
349		**	OTHER CHARGES FOR SERVICE	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	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	929,951	347,950.91	37	929,951	347,950.91	37	11,159,533	10,811,582.09
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
	10 00	COUNTY COURT CRIMINAL	0	.00		0	.00		0	.00
	50 00	800 MHZ FINES	0	.00		0	.00		0	.00
	90 00	OTHER	2,000	.00		2,000	.00		24,000	24,000.00
351	**	JUDGMENTS AND FINES	2,000	.00		2,000	.00		24,000	24,000.00
354		LOCAL ORDINANCE VIOLATION								
	00 00	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354	**	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355		FEDERAL								
	00 00	FEDERAL	0	.00		0	.00		0	.00
355	**	FEDERAL	0	.00		0	.00		0	.00
356		STATE								
	00 00	STATE	0	.00		0	.00		0	.00
356	**	STATE	0	.00		0	.00		0	.00
350	***	FINES AND FORFEITURES	2,000	.00		2,000	.00		24,000	24,000.00
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
	10 00	INTEREST	4,588	.00		4,588	.00		55,062	55,062.00
	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	4,588	.00		4,588	.00		55,062	55,062.00
362		RENT AND ROYALTIES								
	00 00	RENT AND ROYALTIES	9,313	9,083.33	98	9,313	9,083.33	98	111,760	102,676.67
362	**	RENT AND ROYALTIES	9,313	9,083.33	98	9,313	9,083.33	98	111,760	102,676.67
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

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	.00		6,250	.00		75,000	75,000.00
10 09	POLICE/FIRE DEPTS	0	.00		0	.00		0	.00
10 10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10 12	V-COP REVENUES	0	.00		0	.00		0	.00
10 13	VISIT FLORIDA GRANT	0	.00		0	.00		0	.00
10 20	TOY DRIVE	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	6,250	.00		6,250	.00		75,000	75,000.00
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		11,974	.00		143,695	143,695.00
22 00	FIRE STATE CONTRIBUTION	10,691	.00		10,691	.00		128,299	128,299.00
368 **	PENSION CONTRIBUTIONS	22,665	.00		22,665	.00		271,994	271,994.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	7,598	.00		7,598	.00		91,182	91,182.00
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	3,333	.00		3,333	.00		40,000	40,000.00
90 03	CODE ENF ABATE/DEMO REV	5,833	2,650.00	45	5,833	2,650.00	45	70,000	67,350.00
90 04	MISC. POLICE REVENUES	0	4.00		0	4.00		0	4.00-
90 05	INVESTIGATIVE COSTS REIM	3,791	.00		3,791	.00		45,500	45,500.00
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	833	.00		833	.00		10,000	10,000.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00
90 09	PROPERTY REGISTRATION	2,760	.00		2,760	.00		33,120	33,120.00
90 10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90 11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	24,148	2,654.00	11	24,148	2,654.00	11	289,802	287,148.00

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
360		MISCELLANEOUS REVENUES								
369		OTHER MISC REVENUES								
	96 00	INSURANCE REFUND PROCEEDS	0	.00		0	.00		0	.00
369	**	OTHER MISC REVENUES	24,148	2,654.00	11	24,148	2,654.00	11	289,802	287,148.00
360	***	MISCELLANEOUS REVENUES	66,964	11,737.33	18	66,964	11,737.33	18	803,618	791,880.67
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
	91 03	CDBG (103)	0	.00		0	.00		0	.00
	91 10	TRANSFER FROM REDEVELOP	2,343	.00		2,343	.00		28,125	28,125.00
	91 11	TRANSFER FROM DIAMOND SQ	0	.00		0	.00		0	.00
	91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
	91 21	WATER SEWER FUND (421)	1,166	.00		1,166	.00		14,000	14,000.00
	91 23	STORMWATER	0	.00		0	.00		0	.00
	91 25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
	91 30	CAP PROJECT FUND	0	.00		0	.00		0	.00
	91 41	TRANSFER FROM CONSFICATED	0	.00		0	.00		0	.00
	91 *	TRANSFER FROM	3,509	.00		3,509	.00		42,125	42,125.00
381	**	INTERFUND TRANSFER	3,509	.00		3,509	.00		42,125	42,125.00
382		CONTRIBUTIONS ENTERPRISE								
	40 00	CONTRIBUTIONS WATER REV.	454,916	.00		454,916	.00		5,459,000	5,459,000.00
	40 01	6% CONTRIBUTION	82,826	.00		82,826	.00		993,919	993,919.00
	40 *	CONTRIBUTIONS WATER REV.	537,742	.00		537,742	.00		6,452,919	6,452,919.00
382	**	CONTRIBUTIONS ENTERPRISE	537,742	.00		537,742	.00		6,452,919	6,452,919.00
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

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
380	OTHER SOURCES(NON-REV)								
385	PROCEEDS REFUNDING BONDS								
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	OTHER NONOPERATING SOURCE	10,395	.00		10,395	.00		124,744	124,744.00
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	422,617	.00		422,617	.00		5,071,415	5,071,415.00
99 *	BALANCE FORWARD	422,617	.00		422,617	.00		5,071,415	5,071,415.00
389 **	NON OPERATING SOURCES	433,012	.00		433,012	.00		5,196,159	5,196,159.00
380 ***	OTHER SOURCES(NON-REV)	974,263	.00		974,263	.00		11,691,203	11,691,203.00
FUND TOTAL	GENERAL FUND	3,114,271	408,680.75	13	3,114,271	408,680.75	13	37,371,658	36,962,977.25

REPORT SELECTIONS

Fiscal year . . . . . : 2017
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2550	.00	0	5100	2550.00	50	.00	30600	28050.00	8
11 **	EXECUTIVE SALARIES	2550	.00	0	5100	2550.00	50	.00	30600	28050.00	8
12-00	REGULAR SALARIES & WAGES	941543	199831.05	21	1883086	817935.79	43	.00	11298648	10480712.21	7
12-06	SALARIES/CONTRACTUAL	2222	193.75	9	4444	343.75	8	.00	26675	26331.25	1
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	5119	.00	0	10238	.00	0	.00	61451	61451.00	0
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	948884	200024.80	21	1897768	818279.54	43	.00	11386774	10568494.46	7
13-00	OTHER SALARIES & WAGES	81544	16473.81	20	163088	76540.33	47	.00	978569	902028.67	8
13 **	OTHER SALARIES & WAGES	81544	16473.81	20	163088	76540.33	47	.00	978569	902028.67	8
14-00	OVERTIME	25445	11215.76	44	50890	99242.32	195	.00	305413	206170.68	33
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	25445	11215.76	44	50890	99242.32	195	.00	305413	206170.68	33
15-00	SPECIAL PAY	28272	6754.25	24	56544	27616.76	49	.00	339277	311660.24	8
15 **	SPECIAL PAY	28272	6754.25	24	56544	27616.76	49	.00	339277	311660.24	8
20-00	CLOTHING/SHOE ALLOWANCE	1708	.00	0	3416	3800.00	111	.00	20530	16730.00	19
20 **	CLOTHING/SHOE ALLOWANCE	1708	.00	0	3416	3800.00	111	.00	20530	16730.00	19
21-00	FICA TAXES	84842	16908.87	20	169684	75581.10	45	.00	1018229	942647.90	7
21 **	FICA TAXES	84842	16908.87	20	169684	75581.10	45	.00	1018229	942647.90	7
22-00	RETIREMENT CONTRIBUTIONS	50183	10891.24	22	100366	47542.44	47	.00	602287	554744.56	8
22-01	LICENSED POLICE/FIRE	163002	43140.44	27	326004	131300.54	40	.00	1956047	1824746.46	7
22-02	STATE CONTRIBUTIONS	33356	.00	0	66712	.00	0	.00	400293	400293.00	0
22-03	ICMA - CITY MANAGER	674	152.27	23	1348	713.04	53	.00	8093	7379.96	9

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	247215	54183.95	22	494430	179556.02	36	.00	2966720	2787163.98	6
23-00	LIFE/HEALTH INSURANCE	255739	63413.76	25	511478	222540.60	44	.00	3068992	2846451.40	7
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	255739	63413.76	25	511478	222540.60	44	.00	3068992	2846451.40	7
24-00	WORKER'S COMPENSATION	47846	7423.03	16	95692	30222.97	32	.00	574288	544065.03	5
24 **	WORKER'S COMPENSATION	47846	7423.03	16	95692	30222.97	32	.00	574288	544065.03	5
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	1666	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	1666	.00	0	.00	10000	10000.00	0
27-00	CAFETERIA PLAN	19670	4660.00	24	39340	19240.00	49	.00	236040	216800.00	8
27 **	CAFETERIA PLAN	19670	4660.00	24	39340	19240.00	49	.00	236040	216800.00	8
31-00	PROFESSIONAL SERVICES	45953	.00	0	91906	2015.05	2	82759.95	551450	466675.00	15
31-01	LEGAL FEES	32545	.00	0	65090	.00	0	375548.90	390550	15001.10	96
31-02	MEDICAL SERVICES	3283	.00	0	6566	.00	0	8250.00	39398	31148.00	21
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1093	.00	0	2186	.00	0	13125.00	13125	.00	100
31-33	EMPLOYEE HEALTH CENTER	19856	.00	0	39712	.00	0	.00	238272	238272.00	0
31 **	PROFESSIONAL SERVICES	102730	.00	0	205460	2015.05	1	479683.85	1232795	751096.10	39
32-00	ACCOUNTING & AUDITING	3625	.00	0	7250	.00	0	43500.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	7250	.00	0	43500.00	43500	.00	100
34-00	CONTRACT SERVICES	81876	.00	0	161934	12090.47	8	352887.54	980765	615786.99	37
34-03	CUSTOMER SERVICE CONTRACT	152752	.00	0	305504	.00	0	.00	1833029	1833029.00	0
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	1932	.00	0	5682	.00	0	22625.00	25000	2375.00	91
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	236560	.00	0	473120	12090.47	3	375512.54	2838794	2451190.99	14

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	24282	.00	0	48564	.00	0	.00	291390	291390.00	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	24282	.00	0	48564	.00	0	.00	291390	291390.00	0
40-00	TRAVEL & PER DIEM	3951	801.33	20	7902	3226.33	41	.00	47518	44291.67	7
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	3951	801.33	20	7902	3226.33	41	.00	47518	44291.67	7
41-00	COMMUNICATION	13864	.00	0	27728	3086.18	11	36946.53	166403	126370.29	24
41 **	COMMUNICATION	13864	.00	0	27728	3086.18	11	36946.53	166403	126370.29	24
42-00	POSTAGE & FREIGHT	33603	.00	0	67206	.00	0	2471.24	403346	400874.76	1
42 **	POSTAGE & FREIGHT	33603	.00	0	67206	.00	0	2471.24	403346	400874.76	1
43-00	ELECTRIC/WATER/SEWER	59215	217.81	0	118430	17565.90	15	591325.11	710605	101713.99	86
43 **	ELECTRIC/WATER/SEWER	59215	217.81	0	118430	17565.90	15	591325.11	710605	101713.99	86
44-00	RENTALS AND LEASES	14244	.00	0	28488	205.95	1	24127.97	170978	146644.08	14
44 **	RENTALS AND LEASES	14244	.00	0	28488	205.95	1	24127.97	170978	146644.08	14
45-00	INSURANCE	33102	.00	0	66204	95325.76	144	.00	397284	301958.24	24
45 **	INSURANCE	33102	.00	0	66204	95325.76	144	.00	397284	301958.24	24
46-00	REPAIRS & MAINTENANCE	53880	186.90	0	107760	37185.90	35	32505.51	646605	576913.59	11
46-02	REPAIR/MAINT BUILDING	53092	.00	0	106184	56.03	0	31811.90	637113	605245.07	5
46-03	REPAIR/MAINT-VEHICLES	16869	.00	0	33738	1436.40	4	1287.90	202505	199780.70	1
46-05	HYDRANT FEES	15471	.00	0	30942	15451.56	50	.00	185653	170201.44	8
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	139312	186.90	0	278624	54129.89	19	65605.31	1671876	1552140.80	7
47-00	PRINTING & BINDING	1595	.00	0	3190	.00	0	776.40	19238	18461.60	4
47 **	PRINTING & BINDING	1595	.00	0	3190	.00	0	776.40	19238	18461.60	4
48-00	PROMOTIONAL ACTIVITIES	4883	.00	0	9766	1697.50	17	200.00	58620	56722.50	3
48-11	BUSINESS ASSIST. PROGRAM	3750	.00	0	7500	.00	0	.00	45000	45000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	8633	.00	0	17266	1697.50	10	200.00	103620	101722.50	2
49-00	OTHER CHARGES & OBLIG.	33192	.00	0	66384	.00	0	37260.00	398355	361095.00	9
49-02	ADVERTISING	25	.00	0	50	.00	0	.00	300	300.00	0
49-05	BROWNFIELDS REDEV PROG	20033	290.19	1	40066	290.19	1	101520.00	240406	138595.81	42
49-06	BROWNFIELD PROG CITY COST	625	.00	0	1250	.00	0	.00	7500	7500.00	0
49-07	BAD DEBT EXPENSE	12832	1954.11-	15-	25664	5515.54-	22-	.00	154000	159515.54	4-
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1875	.00	0	3750	8000.00	213	.00	22500	14500.00	36
49 **	OTHER CHARGES & OBLIG.	68582	1663.92-	2-	137164	2774.65	2	138780.00	823061	681506.35	17
52-00	OPERATING SUPPLIES	86161	162.26	0	172322	5215.32	3	80351.43	1034033	948466.25	8
52-02	UNIFORMS	1545	.00	0	3090	.00	0	.00	18550	18550.00	0
52-05	EMS 1st RESP-CONSUM SUPP	3098	.00	0	6196	.00	0	26983.00	37183	10200.00	73
52-07	JANITORIAL SUPPLIES	2096	144.58	7	4192	1104.14	26	.00	25170	24065.86	4
52-10	HEATING FUEL	103	.00	0	206	.00	0	.00	1240	1240.00	0
52-30	FUEL, OIL, & LUBRICANTS	19281	15956.34	83	38562	15956.34	41	1240.00	231422	214225.66	7
52-33	EMPLOYEE HEALTH CENTER	4769	.00	0	9538	.00	0	.00	57232	57232.00	0
52 **	OPERATING SUPPLIES	117053	16263.18	14	234106	22275.80	10	108574.43	1404830	1273979.77	9

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53-00	ROAD MATERIALS/SUPPLIES	7833	.00	0	15666	.00	0	10000.00	94000	84000.00	11
53 **	ROAD MATERIALS/SUPPLIES	7833	.00	0	15666	.00	0	10000.00	94000	84000.00	11
54-00	MEMBERSHIP/PUBLICATIONS	2622	.00	0	5244	3384.00	65	3358.75	31550	24807.25	21
54 **	MEMBERSHIP/PUBLICATIONS	2622	.00	0	5244	3384.00	65	3358.75	31550	24807.25	21
55-00	TRAINING	6912	.00	0	13824	.00	0	.00	83049	83049.00	0
55-01	EDA PROGRAM	1041	.00	0	2082	.00	0	.00	12500	12500.00	0
55 **	TRAINING	7953	.00	0	15906	.00	0	.00	95549	95549.00	0
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	9833	.00	0	19666	.00	0	.00	118000	118000.00	0
61 **	LAND	9833	.00	0	19666	.00	0	.00	118000	118000.00	0
62-00	BUILDINGS	21661	.00	0	43322	.00	0	251082.65	259936	8853.35	97
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	21661	.00	0	43322	.00	0	251082.65	259936	8853.35	97
63-00	INFRASTRUCTURE	210311	.00	0	420622	.00	0	1147703.87	2523746	1376042.13	46
63 **	INFRASTRUCTURE	210311	.00	0	420622	.00	0	1147703.87	2523746	1376042.13	46
64-00	MACHINERY AND EQUIPMENT	76400	.00	0	152800	.00	0	241638.17	916854	675215.83	26
64-01	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	76400	.00	0	152800	.00	0	241638.17	916854	675215.83	26

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
68-10	SFTWR & OTHER INTANGIBLES	500	.00	0	1000	.00	0	.00	6000	6000.00	0
68 **	INTANGIBLE ASSETS	500	.00	0	1000	.00	0	.00	6000	6000.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	'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	62583	.00	0	125166	.00	0	.00	751003	751003.00	0
81 **	AIDS TO GOVT AGENCY	62583	.00	0	125166	.00	0	.00	751003	751003.00	0
82-01	ECON DEV INCENTIVE CONTR	105666	.00	0	211332	.00	0	.00	1268000	1268000.00	0
82 **	AID PRIVATE ORGANIZATION	105666	.00	0	211332	.00	0	.00	1268000	1268000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	3862	.00	0	7724	.00	0	.00	46350	46350.00	0
83 **	OTHER GRANTS AND AIDS	3862	.00	0	7724	.00	0	.00	46350	46350.00	0
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	3114123	396863.53	13	6228246	1772947.12	29	3521286.82	37371658	32077424.06	14
GRAND	TOTAL *********										
		3114123	396863.53	13	6228246	1772947.12	29	3521286.82	37371658	32077424.06	14



FY 2017 Budget by Classification Report - Summary Listing

Through 10/31/2016

Target for October is 8%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 1,668,443		$ 127,270.00	$ 1,541,173.00	8%
CHARGES FOR SERVICES	$ 52,128,130		$ 4,709,894.16	$ 47,418,235.84	9%
MISCELLANEOUS	$ 307,595		$ 1,407.21	$ 306,187.79	0%
OTHER SOURCES (NON-REVENUE)	$ 23,359,074		$ 50,497.59	$ 23,308,576.41	0%
REVENUE TOTALS	**$ 77,463,242**	-	**$ 4,889,068.96**	**$ 72,574,173.04**	**6%**
EXPENSE					
SALARIES AND BENEFITS	$ 13,510,699	$ -	$ 726,116.97	$ 12,784,582.03	5%
OPERATING EXPENDITURES	$ 25,116,527	$ 1,995,567.24	$ 203,383.74	$ 22,917,576.02	9%
CAPITAL OUTLAY	$ 23,368,336	$ 2,836,379.76	$ 25,772.72	$ 20,506,183.52	12%
GRANTS, AIDS AND OTHER	$ 15,467,680	$ -	$ -	$ 15,467,680.00	0%
EXPENSE TOTALS	**$ 77,463,242**	**$ 4,831,947.00**	**$ 955,273.43**	**$ 71,676,021.57**	7%
REVENUE TOTALS	**$ 77,463,242**	**$ -**	**$ 4,889,068.96**	**$ 72,574,173.04**	**6%**
EXPENSE TOTALS	**$ 77,463,242**	**$ 4,831,947.00**	**$ 955,273.43**	**$ 71,676,021.57**	**7%**
	$ -	**$ (4,831,947.00)**	**$ 3,933,795.53**		

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	63,949	122,520.00	192	63,949	122,520.00	192	767,388	644,868.00
03 11	WATER - COMMERCIAL	66,559	3,500.00	5	66,559	3,500.00	5	798,711	795,211.00
03 20	SEWER - RESIDENTIAL	767	1,250.00	163	767	1,250.00	163	9,210	7,960.00
03 21	SEWER - COMMERCIAL	7,761	.00		7,761	.00		93,134	93,134.00
03 *	IMPACT FEES	139,036	127,270.00	92	139,036	127,270.00	92	1,668,443	1,541,173.00
324 **	IMPACT FEES	139,036	127,270.00	92	139,036	127,270.00	92	1,668,443	1,541,173.00
320 ***	OTHER PERMITS & FEES	139,036	127,270.00	92	139,036	127,270.00	92	1,668,443	1,541,173.00
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
90 00	OTHER FEDERAL GRANT-BABS	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
30 02	SJRWMD - BRACCO RESERVOIR	0	.00		0	.00		0	.00
30 08	SJRWMD - SUPP SUPPLY WELL	0	.00		0	.00		0	.00
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	3,659,823	3,975,279.32	109	3,659,823	3,975,279.32	109	43,917,881	39,942,601.68
33 00	WATER CONNECTION FEE	20,000	44,500.00	223	20,000	44,500.00	223	240,000	195,500.00
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	44,500.00	223	20,000	44,500.00	223	240,000	195,500.00
36 00	WATER HYDRANT FEES	217,357	243,579.08	112	217,357	243,579.08	112	2,608,291	2,364,711.92
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	600.00	480	125	600.00	480	1,500	900.00
39 07	BACKFLOW DEVICE TEST	12,083	1,118.31-	9	12,083	1,118.31-	9	145,000	146,118.31
39 08	JUMPER METERS	58	200.00	345	58	200.00	345	700	500.00
39 09	PLAN REVIEW/CONST INSPECT	1,000	2,500.00	250	1,000	2,500.00	250	12,000	9,500.00
39 10	BACKFLOW PRV/RLCT TEMP	208	5.42	3	208	5.42	3	2,500	2,494.58

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	2,187.11	16	13,474	2,187.11	16	161,700	159,512.89
51 00	SEWER SALES	405,421	420,495.79	104	405,421	420,495.79	104	4,865,057	4,444,561.21
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	405,421	420,495.79	104	405,421	420,495.79	104	4,865,057	4,444,561.21
53 02	SEWER CONNECT - FINANCED	0	.00		0	.00		0	.00
53 04	SEWER CONNECT- GRISSOM	0	.00		0	.00		0	.00
53 05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53 *	SEWER CONNECTION FEES	0	.00		0	.00		0	.00
59 01	GREASE TRAP PERMITS	516	547.31	106	516	547.31	106	6,200	5,652.69
60 00	REUSE WATER	26,416	23,165.51	88	26,416	23,165.51	88	317,001	293,835.49
60 01	REUSE WATER INSTALLATION	1,000	140.04	14	1,000	140.04	14	12,000	11,859.96
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	27,416	23,305.55	85	27,416	23,305.55	85	329,001	305,695.45
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,344,007	4,709,894.16	108	4,344,007	4,709,894.16	108	52,128,130	47,418,235.84
340 ***	CHARGES FOR SERVICES	4,344,007	4,709,894.16	108	4,344,007	4,709,894.16	108	52,128,130	47,418,235.84
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	20,107	.00		20,107	.00		241,295	241,295.00
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	20,107	.00		20,107	.00		241,295	241,295.00
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	20,107	.00		20,107	.00		241,295	241,295.00
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		108	.00		1,300	1,300.00
362 **	RENT AND ROYALTIES	108	.00		108	.00		1,300	1,300.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
362	RENT AND ROYALTIES								
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	1,250	.00		1,250	.00		15,000	15,000.00
10 00	GAIN/LOSS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	1,250	.00		1,250	.00		15,000	15,000.00
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	833	.00		833	.00		10,000	10,000.00
365 **	SALES OF SURPLUS SCRAP	833	.00		833	.00		10,000	10,000.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	3,333	1,407.21	42	3,333	1,407.21	42	40,000	38,592.79
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	3,333	1,407.21	42	3,333	1,407.21	42	40,000	38,592.79
96 00	INSURANCE REFUND PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	3,333	1,407.21	42	3,333	1,407.21	42	40,000	38,592.79
360 ***	MISCELLANEOUS REVENUES	25,631	1,407.21	6	25,631	1,407.21	6	307,595	306,187.79
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	1,450.00		0	1,450.00		0	1,450.00-
82 00	CONTRIBUTION S MAINLAND	0	29,303.34		0	29,303.34		0	29,303.34-
83 00	CONTRIBUTION VIERA	0	19,744.25		0	19,744.25		0	19,744.25-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	19,744.25		0	19,744.25		0	19,744.25-
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	1,946,589	.00		1,946,589	.00		23,359,074	23,359,074.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	1,946,589	.00		1,946,589	.00		23,359,074	23,359,074.00
389 **	NON OPERATING SOURCES	1,946,589	50,497.59	3	1,946,589	50,497.59	3	23,359,074	23,308,576.41
380 ***	OTHER SOURCES(NON-REV)	1,946,589	50,497.59	3	1,946,589	50,497.59	3	23,359,074	23,308,576.41
FUND TOTAL	WATER/SEWER ENTERPRISE	6,455,263	4,889,068.96	76	6,455,263	4,889,068.96	76	77,463,242	72,574,173.04

REPORT SELECTIONS

Fiscal year . . . . . : 2017
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	SALARIES & WAGES	662709	380644.98	57	662709	380644.98	57	.00	7952550	7571905.02	5
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	729.90	0	0	729.90	0	.00	0	729.90-	0
12 **	REGULAR SALARIES & WAGES	662709	381374.88	58	662709	381374.88	58	.00	7952550	7571175.12	5
13-00	OTHER SALARIES & WAGES	32816	27960.72	85	32816	27960.72	85	.00	393818	365857.28	7
13 **	OTHER SALARIES & WAGES	32816	27960.72	85	32816	27960.72	85	.00	393818	365857.28	7
14-00	OVERTIME	24052	93909.23	390	24052	93909.23	390	.00	288666	194756.77	33
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	24052	93909.23	390	24052	93909.23	390	.00	288666	194756.77	33
15-00	SPECIAL PAY	16	.00	0	16	.00	0	.00	200	200.00	0
15 **	SPECIAL PAY	16	.00	0	16	.00	0	.00	200	200.00	0
20-00	CLOTHING/SHOE ALLOWANCE	1749	110.00	6	1749	110.00	6	.00	21010	20900.00	1
20 **	CLOTHING/SHOE ALLOWANCE	1749	110.00	6	1749	110.00	6	.00	21010	20900.00	1
21-00	FICA TAXES	56342	36798.35	65	56342	36798.35	65	.00	676168	639369.65	5
21 **	FICA TAXES	56342	36798.35	65	56342	36798.35	65	.00	676168	639369.65	5
22-00	RETIREMENT CONTRIBUTIONS	96721	58007.11	60	96721	58007.11	60	.00	1160694	1102686.89	5
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	96721	58007.11	60	96721	58007.11	60	.00	1160694	1102686.89	5
23-00	LIFE/HEALTH INSURANCE	189469	98870.02	52	189469	98870.02	52	.00	2273663	2174792.98	4
23-02	LIFE/HEALTH RETIREES	15002	5845.68	39	15002	5845.68	39	.00	180024	174178.32	3
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	204471	104715.70	51	204471	104715.70	51	.00	2453687	2348971.30	4
24-00	WORKER'S COMPENSATION	34388	16690.98	49	34388	16690.98	49	.00	412706	396015.02	4

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	34388	16690.98	49	34388	16690.98	49	.00	412706	396015.02	4
25-00	UNEMPLOYMENT COMPENSATION	0	.00	0	0	.00	0	.00	0	.00	0
25 **	UNEMPLOYMENT COMPENSATION	0	.00	0	0	.00	0	.00	0	.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	12600	6550.00	52	12600	6550.00	52	.00	151200	144650.00	4
27 **	CAFETERIA PLAN	12600	6550.00	52	12600	6550.00	52	.00	151200	144650.00	4
31-00	PROFESSIONAL SERVICES	101251	.00	0	101251	.00	0	43400.30	1215025	1171624.70	4
31-01	LEGAL EXPENSES	8750	.00	0	8750	.00	0	50000.00	105000	55000.00	48
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	500	.00	0	500	.00	0	.00	6000	6000.00	0
31-33	EMPLOYEE HEALTH CENTER	13634	.00	0	13634	.00	0	.00	163608	163608.00	0
31 **	PROFESSIONAL SERVICES	124135	.00	0	124135	.00	0	93400.30	1489633	1396232.70	6
32-00	ACCOUNTING & AUDITING	3625	.00	0	3625	.00	0	43500.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	3625	.00	0	43500.00	43500	.00	100
34-00	CONTRACT SERVICES	101664	14179.72	14	101664	14179.72	14	68713.68	1219994	1137100.60	7
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	447865	.00	0	447865	.00	0	.00	5374389	5374389.00	0
34 **	CONTRACT SERVICES	549529	14179.72	3	549529	14179.72	3	68713.68	6594383	6511489.60	1
39-00	CONTINGENCY	158973	.00	0	158973	.00	0	.00	1907679	1907679.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	158973	.00	0	158973	.00	0	.00	1907679	1907679.00	0
40-00	TRAVEL AND PER DIEM	1596	.00	0	1596	.00	0	.00	19186	19186.00	0
40-01	CAR ALLOWANCE	12	.00	0	12	.00	0	.00	150	150.00	0

FUND 421 WATER/SEWER ENTERPRISE

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
40 **	TRAVEL AND PER DIEM	1608	.00	0	1608	.00	0	.00	19336	19336.00	0
41-00	COMMUNICATION	10785	306.45	3	10785	306.45	3	169.26	129450	128974.29	0
41 **	COMMUNICATION	10785	306.45	3	10785	306.45	3	169.26	129450	128974.29	0
42-00	POSTAGE AND FREIGHT	2947	145.82	5	2947	145.82	5	3759.18	35390	31485.00	11
42 **	POSTAGE AND FREIGHT	2947	145.82	5	2947	145.82	5	3759.18	35390	31485.00	11
43-00	ELECTRIC/WATER/SEWER	202099	1374.09	1	202099	1374.09	1	78200.00	2425215	2345640.91	3
43 **	ELECTRIC/WATER/SEWER	202099	1374.09	1	202099	1374.09	1	78200.00	2425215	2345640.91	3
44-00	RENTALS AND LEASES	2910	.00	0	2910	.00	0	.00	34946	34946.00	0
44 **	RENTALS AND LEASES	2910	.00	0	2910	.00	0	.00	34946	34946.00	0
45-00	INSURANCE	31505	88265.84	280	31505	88265.84	280	.00	378109	289843.16	23
45 **	INSURANCE	31505	88265.84	280	31505	88265.84	280	.00	378109	289843.16	23
46-00	REPAIRS & MAINTENANCE	613833	59084.92	10	613833	59084.92	10	202115.09	7366022	7104821.99	4
46-02	REPAIRS/MAINT - BUILDING	15486	.00	0	15486	.00	0	11115.94	185850	174734.06	6
46-03	REPAIR/MAINT-VEHICLES	17437	.00	0	17437	.00	0	450.00-	209277	209727.00	0
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	646756	59084.92	9	646756	59084.92	9	212781.03	7761149	7489283.05	4
47-00	PRINTING & BINDING	585	.00	0	585	.00	0	.00	7050	7050.00	0
47 **	PRINTING & BINDING	585	.00	0	585	.00	0	.00	7050	7050.00	0
48-00	PROMOTIONAL ACTIVITIES	1250	150.00	12	1250	150.00	12	.00	15000	14850.00	1
48 **	PROMOTIONAL ACTIVITIES	1250	150.00	12	1250	150.00	12	.00	15000	14850.00	1
49-00	OTHER CHARGES & OBLIG.	2701	1699.77	63	2701	1699.77	63	3000.00	32451	27751.23	15
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	5597.84-	38-	14583	5597.84-	38-	.00	175000	180597.84	3-
49-08	CASH OVER & UNDER	25	14.86	59	25	14.86	59	.00	300	285.14	5
49-09	DOCUMENT RECORDING CHGS	250	300.00-	120-	250	300.00-	120-	.00	3000	3300.00	10-

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	17559	4183.21-	24-	17559	4183.21-	24-	3000.00	210751	211934.21	1-
52-00	OPERATING SUPPLIES	293739	14663.58	5	293739	14663.58	5	1492238.79	3524915	2018012.63	43
52-07	JANITORIAL SUPPLIES	852	865.53	102	852	865.53	102	.00	10240	9374.47	9
52-30	FUEL OIL & LUBRICANTS	25986	.00	0	25986	.00	0	.00	311862	311862.00	0
52-33	EMPLOYEE HEALTH CENTER	3274	.00	0	3274	.00	0	.00	39298	39298.00	0
52 **	OPERATING SUPPLIES	323851	15529.11	5	323851	15529.11	5	1492238.79	3886315	2378547.10	39
53-00	ROAD MATERIALS/SUPPLIES	4165	.00	0	4165	.00	0	.00	50000	50000.00	0
53 **	ROAD MATERIALS/SUPPLIES	4165	.00	0	4165	.00	0	.00	50000	50000.00	0
54-00	MEMBERSHIP/PUBLICATIONS	3130	28531.00	912	3130	28531.00	912	.00	37585	9054.00	76
54 **	MEMBERSHIP/PUBLICATIONS	3130	28531.00	912	3130	28531.00	912	.00	37585	9054.00	76
55-00	TRAINING	6959	.00	0	6959	.00	0	195.00-	83536	83731.00	0
55-01	EDA PROGRAM	625	.00	0	625	.00	0	.00	7500	7500.00	0
55 **	TRAINING	7584	.00	0	7584	.00	0	195.00-	91036	91231.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	1687319	25772.72	2	1687319	25772.72	2	2819461.40	20247853	17402618.88	14
63 **	INFRASTRUCTURE	1687319	25772.72	2	1687319	25772.72	2	2819461.40	20247853	17402618.88	14
64-00	MACHINERY AND EQUIPMENT	179985	.00	0	179985	.00	0	16918.36	2159838	2142919.64	1
64-15	IT HARDWARE	2998	.00	0	2998	.00	0	.00	35995	35995.00	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
64 **	MACHINERY & EQUIPMENT	182983	.00	0	182983	.00	0	16918.36	2195833	2178914.64	1
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	77052	.00	0	77052	.00	0	.00	924650	924650.00	0
68 **	INTANGIBLE ASSETS	77052	.00	0	77052	.00	0	.00	924650	924650.00	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
82-00	AID TO PRIVATE ORGANIZAT	83	.00	0	83	.00	0	.00	1000	1000.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	83	.00	0	83	.00	0	.00	1000	1000.00	0
91-01	TRANSFER TO GEN FUND 001	456083	.00	0	456083	.00	0	.00	5473000	5473000.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	749980	.00	0	749980	.00	0	.00	8999761	8999761.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1206063	.00	0	1206063	.00	0	.00	14472761	14472761.00	0
95-01	6% ILO FRANCHISE FEE	82826	.00	0	82826	.00	0	.00	993919	993919.00	0
95 **	NONOPERATING	82826	.00	0	82826	.00	0	.00	993919	993919.00	0
FUND 421	TOTAL ********* WATER/SEWER ENTERPRISE	6455186	955273.43	15	6455186	955273.43	15	4831947.00	77463242	71676021.57	8
GRAND	TOTAL *********	6455186	955273.43	15	6455186	955273.43	15	4831947.00	77463242	71676021.57	8

FY 2017 Budget by Classification Report - Summary Listing

Through 10/31/2016

Target for October is 8%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,372,033		$ 153,898.85	$ 1,218,134.15	11%
MISCELLANEOUS	$ 2,000		$ -	$ 2,000.00	0%
OTHER SOURCES (NON-REVENUE)	$ 1,492,049		$ -	$ 1,492,049.00	0%
REVENUE TOTALS	**$ 2,866,082**	**-**	**$ 153,898.85**	**$ 2,712,183.15**	**5%**
EXPENSE					
SALARIES AND BENEFITS	$ 583,966	$ -	$ 38,081.36	$ 545,884.64	7%
OPERATING EXPENDITURES	$ 496,387	$ 13,714.23	$ 5,638.56	$ 477,034.21	4%
CAPITAL OUTLAY	$ 1,785,729	$ 543,097.79	$ -	$ 1,242,631.21	30%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	0%
EXPENSE TOTALS	**$ 2,866,082**	**$ 556,812.02**	**$ 43,719.92**	**$ 2,265,550.06**	**21%**
REVENUE TOTALS	**$ 2,866,082**	**$ -**	**$ 153,898.85**	**$ 2,712,183.15**	**5%**
EXPENSE TOTALS	**$ 2,866,082**	**$ 556,812.02**	**$ 43,719.92**	**$ 2,265,550.06**	**21%**
	$ -	**$ (556,812.02)**	**$ 110,178.93**		

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	114,336	153,898.85	135	114,336	153,898.85	135	1,372,033	1,218,134.15
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	114,336	153,898.85	135	114,336	153,898.85	135	1,372,033	1,218,134.15
343 **	PHYSICAL ENVIRONMENT	114,336	153,898.85	135	114,336	153,898.85	135	1,372,033	1,218,134.15
340 ***	CHARGES FOR SERVICES	114,336	153,898.85	135	114,336	153,898.85	135	1,372,033	1,218,134.15
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	166	.00		166	.00		2,000	2,000.00
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	166	.00		166	.00		2,000	2,000.00
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	166	.00		166	.00		2,000	2,000.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
369 **	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360 ***	MISCELLANEOUS REVENUES	166	.00		166	.00		2,000	2,000.00
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	124,337	.00		124,337	.00		1,492,049	1,492,049.00
99 *	BALANCE FORWARD	124,337	.00		124,337	.00		1,492,049	1,492,049.00
389 **	NON OPERATING SOURCES	124,337	.00		124,337	.00		1,492,049	1,492,049.00
380 ***	OTHER SOURCES(NON-REV)	124,337	.00		124,337	.00		1,492,049	1,492,049.00
FUND TOTAL	STORMWATER UTILITY	238,839	153,898.85	64	238,839	153,898.85	64	2,866,082	2,712,183.15

REPORT SELECTIONS

Fiscal year . . . . . : 2017
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	28969	19307.40	67	28969	19307.40	67	.00	347631	328323.60	6
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	28969	19307.40	67	28969	19307.40	67	.00	347631	328323.60	6
13-00	OTHER SALARIES & WAGES	3437	3227.41	94	3437	3227.41	94	.00	41249	38021.59	8
13 **	OTHER SALARIES & WAGES	3437	3227.41	94	3437	3227.41	94	.00	41249	38021.59	8
14-00	OVERTIME	133	4043.22	3040	133	4043.22	3040	.00	1600	2443.22-	253
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	133	4043.22	3040	133	4043.22	3040	.00	1600	2443.22-	253
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	45	.00	0	45	.00	0	.00	550	550.00	0
20 **	CLOTHING/SHOE ALLOWANCE	45	.00	0	45	.00	0	.00	550	550.00	0
21-00	FICA TAXES	2576	1908.27	74	2576	1908.27	74	.00	30916	29007.73	6
21 **	FICA TAXES	2576	1908.27	74	2576	1908.27	74	.00	30916	29007.73	6
22-00	RETIREMENT CONTRIBUTIONS	2813	2324.26	83	2813	2324.26	83	.00	33766	31441.74	7
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2813	2324.26	83	2813	2324.26	83	.00	33766	31441.74	7
23-00	LIFE/HEALTH INSURANCE	6884	5003.00	73	6884	5003.00	73	.00	82612	77609.00	6
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	6884	5003.00	73	6884	5003.00	73	.00	82612	77609.00	6
24-00	WORKER'S COMPENSATION	3323	1757.80	53	3323	1757.80	53	.00	39882	38124.20	4
24 **	WORKER'S COMPENSATION	3323	1757.80	53	3323	1757.80	53	.00	39882	38124.20	4

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	480	510.00	106	480	510.00	106	.00	5760	5250.00	9
27 **	CAFETERIA PLAN	480	510.00	106	480	510.00	106	.00	5760	5250.00	9
31-00	PROFESSIONAL SERVICES	8333	.00	0	8333	.00	0	.00	100000	100000.00	0
31-01	LEGAL EXPENSES	41	.00	0	41	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	510	.00	0	510	.00	0	.00	6120	6120.00	0
31 **	PROFESSIONAL SERVICES	8884	.00	0	8884	.00	0	.00	106620	106620.00	0
34-00	CONTRACT SERVICES	416	.00	0	416	.00	0	.00	5000	5000.00	0
34-10	COST OF GENERAL FUND SVCS	7410	.00	0	7410	.00	0	.00	88927	88927.00	0
34 **	CONTRACT SERVICES	7826	.00	0	7826	.00	0	.00	93927	93927.00	0
39-00	CONTINGENCY	9735	.00	0	9735	.00	0	.00	116827	116827.00	0
39 **	CONTINGENCY	9735	.00	0	9735	.00	0	.00	116827	116827.00	0
40-00	TRAVEL & PER DIEM	212	.00	0	212	.00	0	.00	2550	2550.00	0
40 **	TRAVEL & PER DIEM	212	.00	0	212	.00	0	.00	2550	2550.00	0
41-00	COMMUNICATION	180	.00	0	180	.00	0	760.98-	2160	2920.98	35-
41 **	COMMUNICATION	180	.00	0	180	.00	0	760.98-	2160	2920.98	35-
42-00	POSTAGE & FREIGHT	83	.00	0	83	.00	0	.00	1000	1000.00	0
42 **	POSTAGE & FREIGHT	83	.00	0	83	.00	0	.00	1000	1000.00	0
43-00	ELECTRIC/WATER/SEWER	1652	193.30	12	1652	193.30	12	12194.16	19830	7442.54	63
43 **	ELECTRIC/WATER/SEWER	1652	193.30	12	1652	193.30	12	12194.16	19830	7442.54	63
44-00	RENTALS AND LEASES	271	75.55	28	271	75.55	28	831.05	3257	2350.40	28
44 **	RENTALS AND LEASES	271	75.55	28	271	75.55	28	831.05	3257	2350.40	28
45-00	INSURANCE	708	1885.15	266	708	1885.15	266	.00	8504	6618.85	22
45 **	INSURANCE	708	1885.15	266	708	1885.15	266	.00	8504	6618.85	22

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00	REPAIRS & MAINTENANCE	3979	3386.40	85	3979	3386.40	85	.00	47750	44363.60	7
46-02	REPAIR/MAINT BUILDING	541	.00	0	541	.00	0	.00	6500	6500.00	0
46-03	REPAIR/MAINT-VEHICLES	1965	.00	0	1965	.00	0	.00	23590	23590.00	0
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	6485	3386.40	52	6485	3386.40	52	.00	77840	74453.60	4
47-00	PRINTING & BINDING	83	.00	0	83	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	83	.00	0	.00	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	1208	.00	0	1208	.00	0	.00	14500	14500.00	0
49-07	BAD DEBT EXPENSE	833	236.74-	28-	833	236.74-	28-	.00	10000	10236.74	2-
49 **	OTHER CHARGES & OBLIG.	2041	236.74-	12-	2041	236.74-	12-	.00	24500	24736.74	1-
52-00	OPERATING SUPPLIES	1033	334.90	32	1033	334.90	32	1450.00	12400	10615.10	14
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1604	.00	0	1604	.00	0	.00	19252	19252.00	0
52-33	EMPLOYEE HEALTH CENTER	122	.00	0	122	.00	0	.00	1470	1470.00	0
52 **	OPERATING SUPPLIES	2759	334.90	12	2759	334.90	12	1450.00	33122	31337.10	5
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	62	.00	0	.00	750	750.00	0
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	62	.00	0	.00	750	750.00	0
55-00	TRAINING	375	.00	0	375	.00	0	.00	4500	4500.00	0
55 **	TRAINING	375	.00	0	375	.00	0	.00	4500	4500.00	0
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	7166	.00	0	7166	.00	0	.00	86000	86000.00	0
61 **	LAND	7166	.00	0	7166	.00	0	.00	86000	86000.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
63-00	INFRASTRUCTURE	132182	.00	0	132182	.00	0	543097.79	1586179	1043081.21	34
63 **	INFRASTRUCTURE	132182	.00	0	132182	.00	0	543097.79	1586179	1043081.21	34
64-00	MACHINERY & EQUIPMENT	9462	.00	0	9462	.00	0	.00	113550	113550.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	9462	.00	0	9462	.00	0	.00	113550	113550.00	0
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	238826	43719.92	18	238826	43719.92	18	556812.02	2866082	2265550.06	21
GRAND	TOTAL *********	238826	43719.92	18	238826	43719.92	18	556812.02	2866082	2265550.06	21

Legislation Details (With Text)

File #:	16-521	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/14/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	Review of the Employee Health Center utilization report provided by CareATC for October 2016. (Administrative Services Director)				
Sponsors:					
Indexes:	benefits, Health Center, medical				
Code sections:					
Attachments:	Cocoa October 2016 Dashboard_Year 2 and 3.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 15, 2016
Agenda Date: December 13, 2016
Prepared By: Tammy B. Gemmati, Administrative Services Director
Through: John A. Titkanich, Jr., City Manager
Requested Action:
Review of the Employee Health Center utilization report provided by CareATC for October 2016.

BACKGROUND:

The Employee Health Center is a benefit at no cost to the employee that provides for primary health care, pre-packaged generic prescriptions, and lab services. The model of the center focuses on primary and preventive care with the goal of reducing claims on the City's medical plan. Provided is the utilization report that covers the timeframe during the month of October, there were 492 usage encounters with a total of 294 prescriptions dispensed. Some of the appointments at the Employee Health Center were for the Personal Health Assessments (PHAs), resulting in a total of 97 chronic diseases identified.

STRATEGIC PLAN CONNECTION:

Offering the Employee Health Center as an employee benefit aids in retaining qualified employees and helps contain the City's health care costs which aids in the City's financial sustainability goals.

BUDGETARY IMPACT:

Budgeted N/A

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Information Only

powered by Legistar™

Cocoa Health Center Usage Dashboard Total Since Inception

Since September 2014	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use		Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Total	7,300	596	463	133	400	252	375	655	307	82		1,202	1,492	563	700	6,008

** Unique visit: Number of individual patients that have visited the Health Center since opening (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 3

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year Three Health Fair PHAs June 2016															124	
Sep-16	460	226	188	38	27	11	6	42	16	1	42	76	33	26	19	295
Oct-16	492	215	171	44	18	10	25	50	12	0	48	53	97	17	7	294
Total	460				27	11	6	42	16	1		76	33	26	143	295

City of Cocoa
Health Center Usage Dashboard Year 2

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year Two Health Fair PHAs July 2015															114	
Sep-15	316	162	143	19	22	11	19	18	31	2	50	63	81	33	21	207
Oct-15	372	156	133	23	25	7	17	25	21	0	45	70	39	39	26	385
Nov-15	284	153	126	27	17	20	14	30	12	0	32	41	76	2	2	179
Dec-15	275	152	120	32	17	8	10	30	7	1	24	32	56	5	3	213
Jan-16	254	144	112	32	9	10	7	9	7	2	26	28	35	3	6	218
Feb-16	319	131	96	35	11	16	8	28	15	0	22	28	67	2	1	259
Mar-16	362	182	141	41	22	10	13	27	11	0	28	34	61	3	7	359
Apr-16	368	177	142	35	15	10	17	56	12	1	37	41	96	2	0	417
May-16	379	167	136	31	18	7	7	49	9	7	35	41	79	3	1	279
Jun-16	431	192	155	37	14	13	15	40	9	0	35	77	33	20	12	266
Jul-16	463	216	186	30	15	17	17	60	8	2	50	104	43	85	35	369
Aug-16	477	227	191	36	17	11	20	46	14	1	46	54	92	45	24	349
Total	4,300				202	140	164	418	156	16		613	758	242	252	3,500

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*

Legislation Details (With Text)

File #:	16-542	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/22/2016			**In control:**	City Council
On agenda:	12/13/2016			**Final action:**	
Title:	Cocoa Police Department District Event Statistics for for September, 2016. (Police Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	September 2016 Council Report by District .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 22, 2016
Agenda Date: December 13, 2016
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Cocoa Police Department District Event statistics for Council Information

BACKGROUND:

Council requested a monthly breakdown of event statistics by District. This report illustrates total incidents, reports written, and Patrol checks. It also shows incidents and case reports by shift, hour of the day and the total crimes that are Uniform Crime reportable. Attached is the September 2016 report.

STRATEGIC PLAN CONNECTION:

Crime

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Cocoa Police Department District Event statistics for Council Information

Cocoa Police Department

Council Report

September 2016

Prepared by Dailaity Henson

Contents

Findings Summary 3
Total Patrol Checks and Case Reports for the City of Cocoa 4
District 1 Case Reports 5
District 2 Case Reports 6
District 3 Case Reports 7
District 4 Case Reports 8
Locations of Incidents 8
Incidents and Case Reports by Shift 10
Incidents and Case Reports by Hour 11
Total UCR Offenses by Month - 2016, 2015, & 2014 12

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

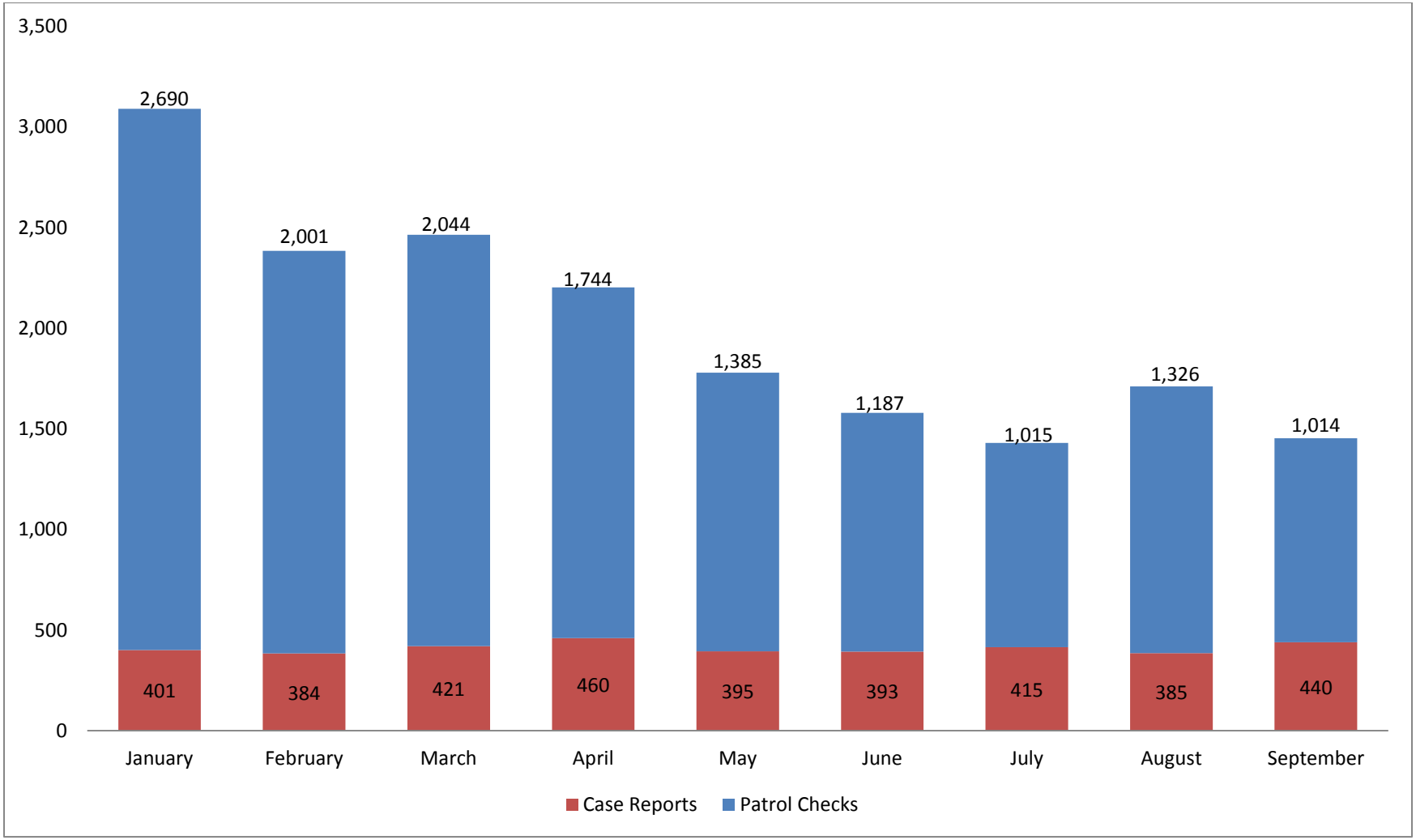
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for September 2016. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2014, 2015, and 2016.

- 3,738 incidents
- 440 Case Reports (12% of incidents)
    - 261 Criminal Case Reports (59% of all case reports)
    - 179 Non-Criminal Case Reports (41% of case reports)
    - 89 Criminal Case Reports were closed by Arrests/Capias Requests (34% of criminal case reports)
    - 32 Non-Criminal Case Reports were closed by Arrests/Capias Request (18% of non-criminal cases reports)
- 1,468 incidents were initiated by police officers (39%)
- District 1 experienced the most cases with a total of 164
- District 3 experienced the fewest cases with a total of 55
- Sex Offenses have ***decreased*** by a 80% from the previous month
- Larceny Offenses have ***increased*** by a 32% from the previous month
- Motor Vehcle Theft have ***increased*** by 20% from the previous month
- Overall, UCR offenses have ***increased*** from the previous month by an 23%

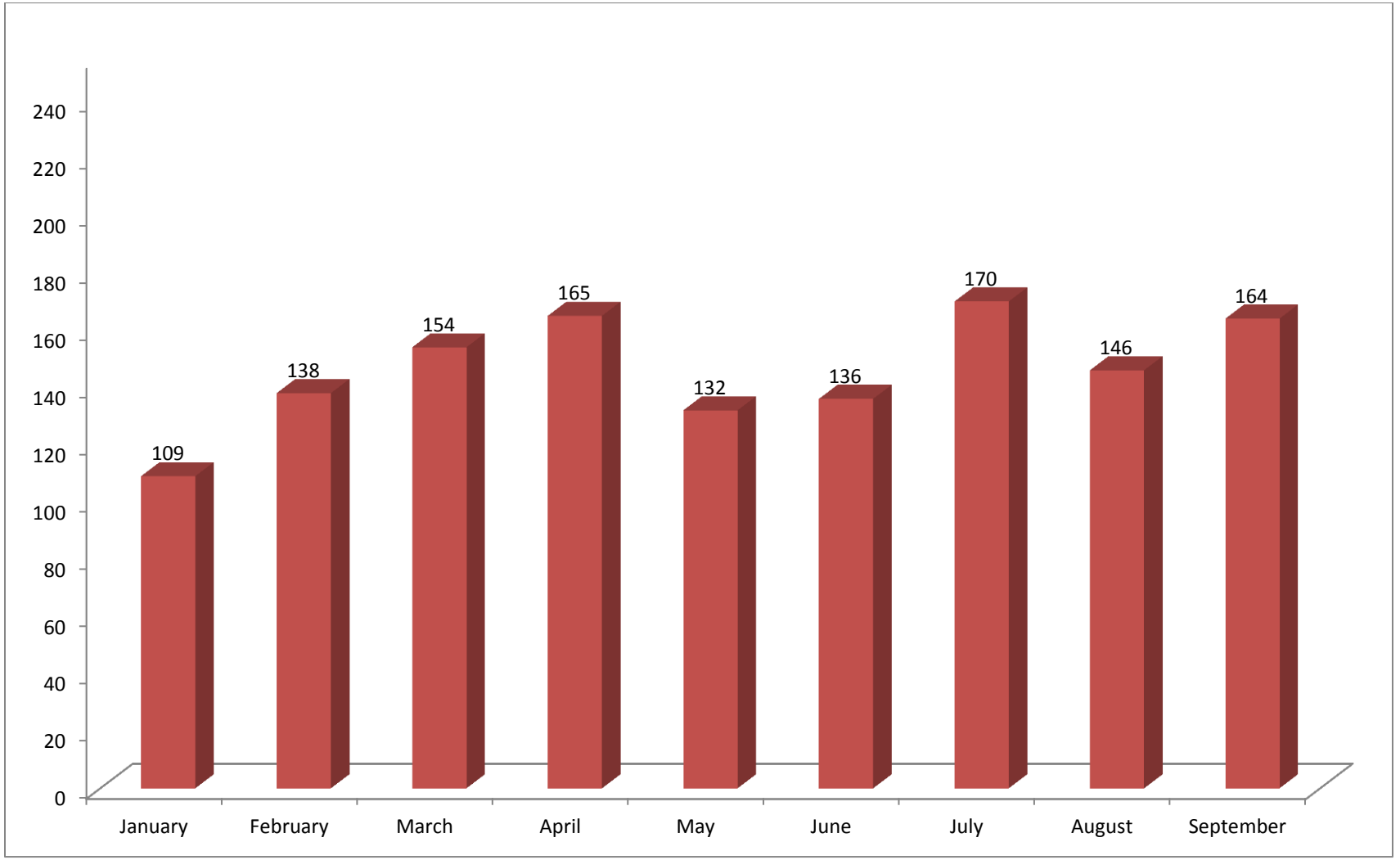
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



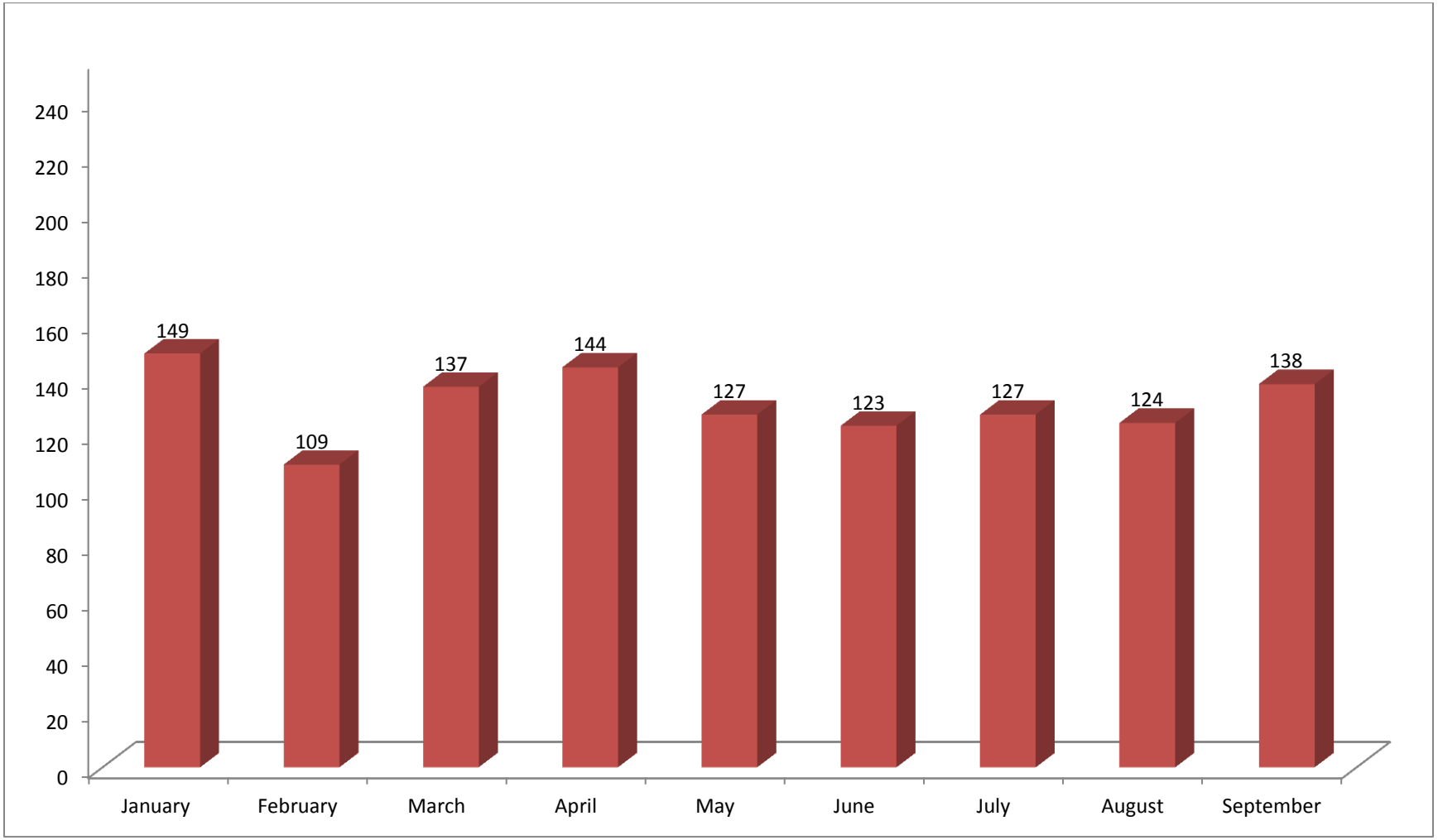
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



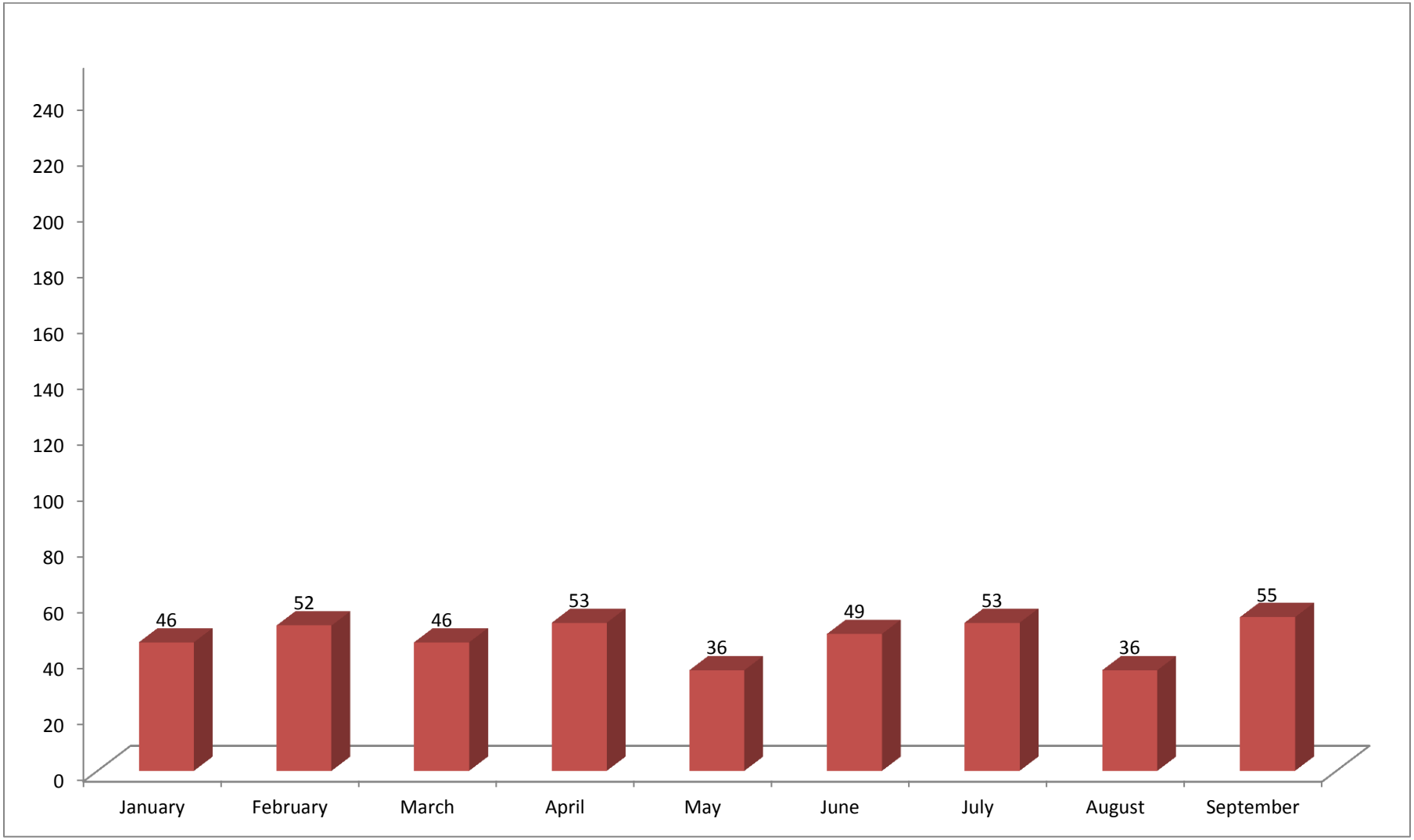
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



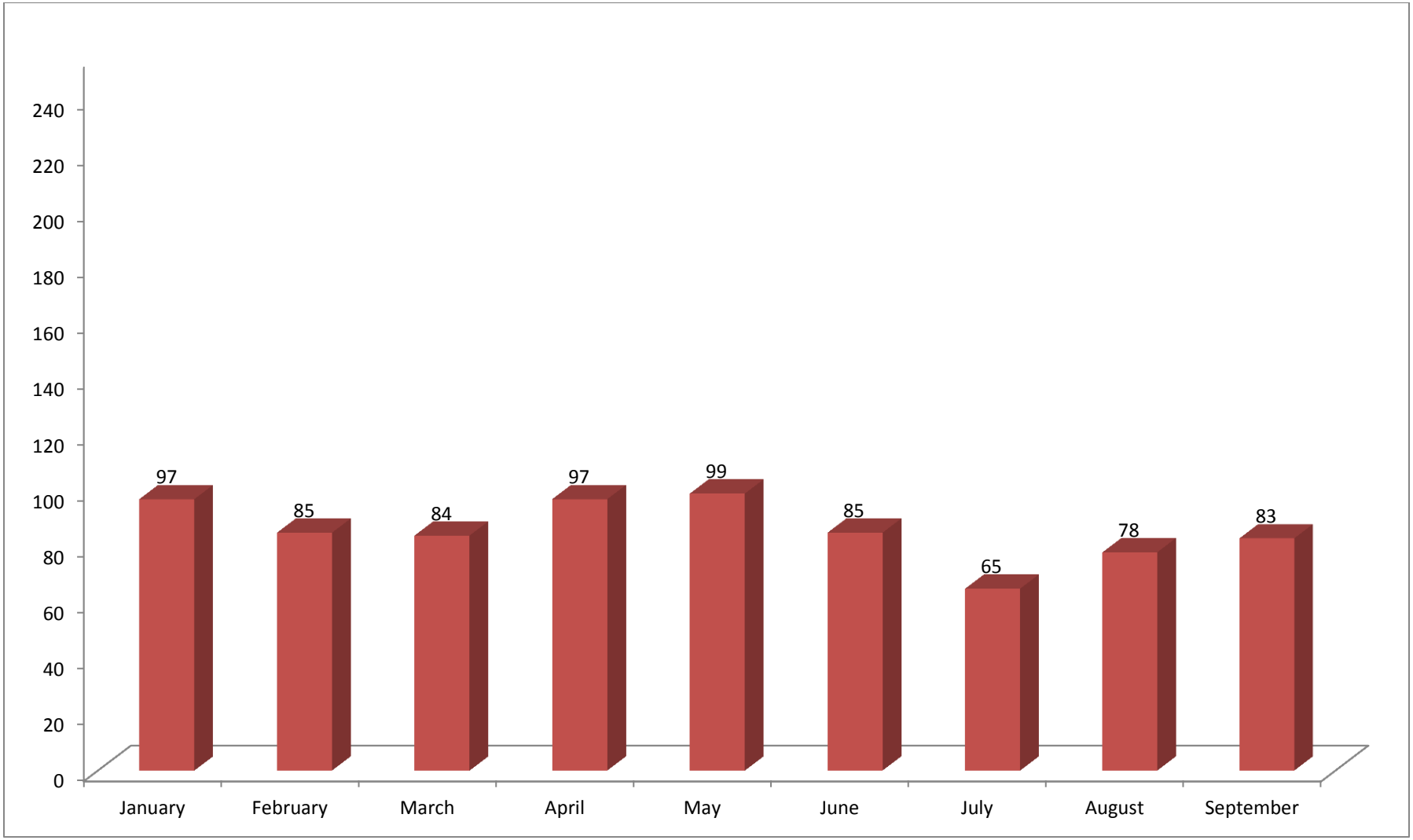
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

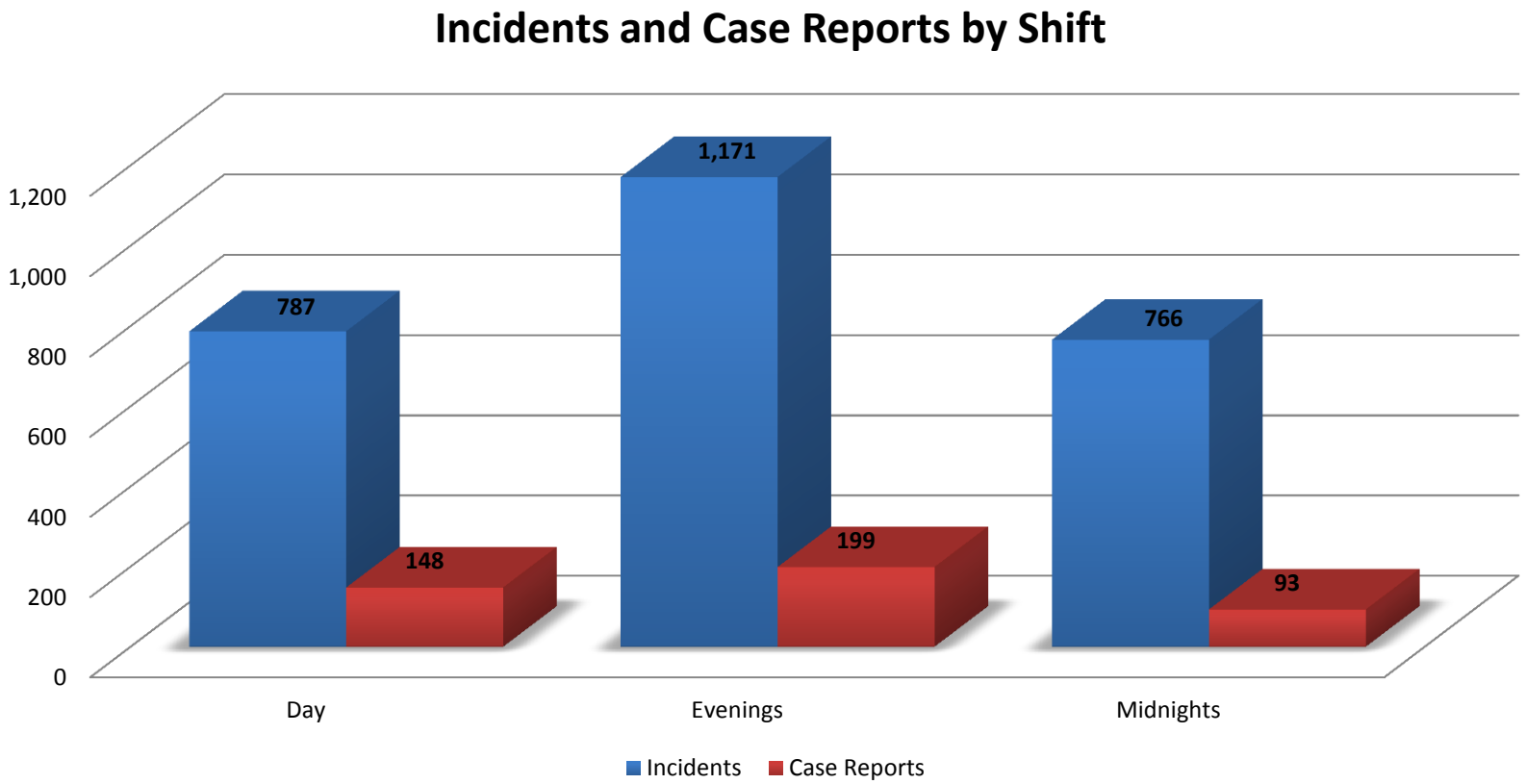
The table below illustrates the total of Incidents and Cases from September 1, 2016 thought September 30, 2016 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
1407 Dixon Blvd	58	30
2700 SR.524	51	14
900 Friday Rd	45	5
1514 Clearlake Rd	42	5
800 N. Fiske	41	6
1080 N. Fiske	24	3
1010 N. Fiske Blvd	24	6
1524 Clearlake Rd	9	1
TOTAL	**294**	**70**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.



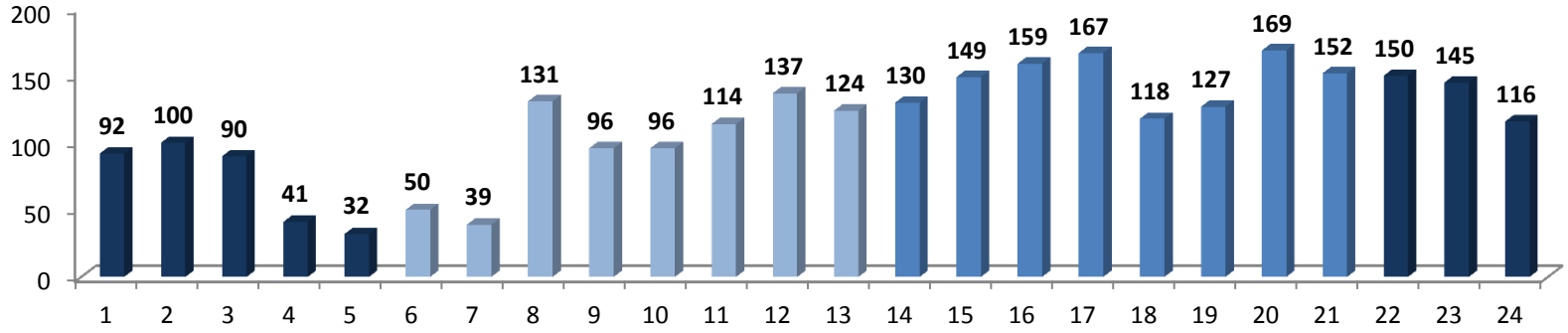
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

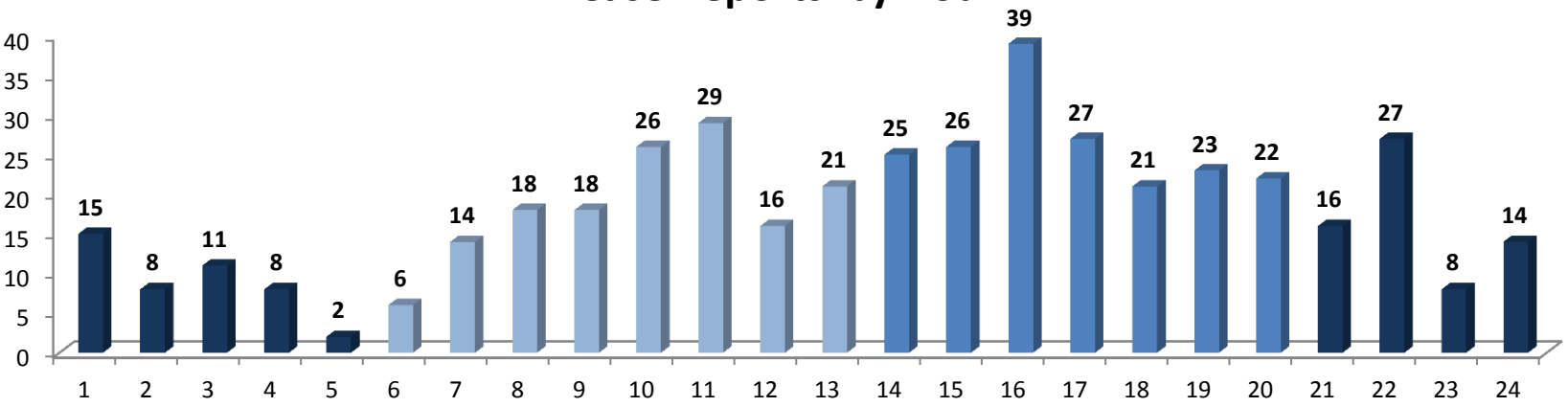
Incidents and Case Reports by Hour

Note: The charts below illustrates incidents broken down by time of day.

Incidents by Hour

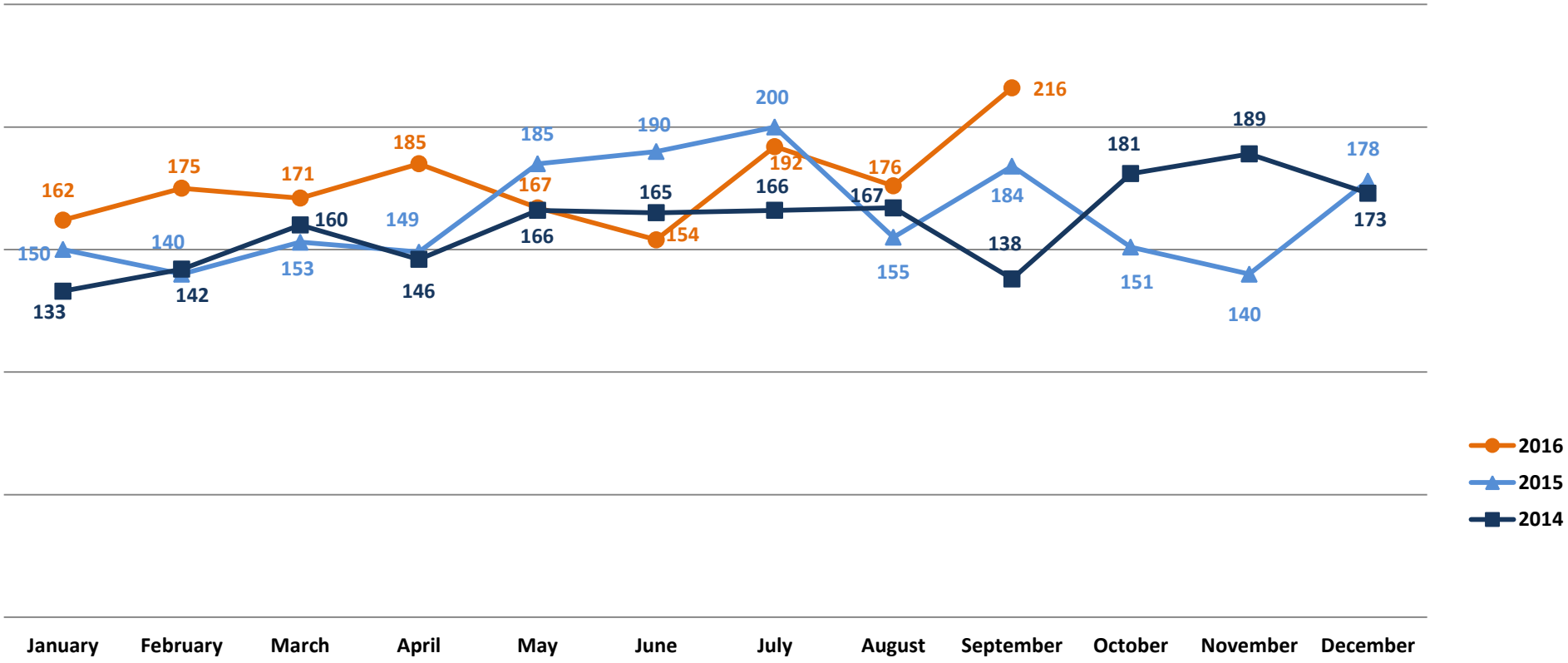


Case Reports by Hour



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month - 2016, 2015, & 2014



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst