City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, October 25, 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 16-471 Approve the Agenda for the Regular meeting of October 25, 2016, as presented or with amendments.

Attachments: 10-25-16.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

III.1 16-439 City Council to recognize Accents Home Decor, located at 2712 N. Cocoa Blvd., as the 3rd Quarter Business Recognition Award recipient by the US 1 Corridor CRA. (Community Services Director)

Attachments: June 27, 2016 (2).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 16-464 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. (Public Works Director)

Attachments: ILA_Cocoa_Signal_Maint_1306
ILA_Signal_Maint_Amend_1306

VI. PUBLIC HEARINGS:

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

Attachments: Ordinance No. 14-2016 Rezoning - 825 Forrest.pdf
Legal Description (825 Forrest Ave).pdf
zoning map.png
Areial.bmp

VII. COUNCIL BUSINESS:

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

Attachments: McQueen, Crystal 001.pdf
City Code Sec. 8-73-Community Redevelopment Agency Boards 001.pdf
Consideration letter.pdf
US 1 RDA Roster.pdf

VIII. CITY BUSINESS:

VIII.1 16-467 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. (Public Works Director)

Attachments: Conservation Easement
150018_1 Cocoa FS3-SR524-SJRWMD-R1-esign.pdf
SJRWMD_ERPcomments.pdf
Budget Resolution FY 2017.docx
BAF-PW-Mitigation (10-25-16) 16-467.pdf
Deer_Park_Ranch_mitigation_agreement.docx

VIII.2 16-468 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. (Administrative Services Director)

Indexes: benefits; Health Center; insurance; medical

Attachments: Clinic Partnership Costs and Schedule_072916.pdf
06_14_16 Employee Health Center Services Agmt. (fully executed).pdf
Interlocal Agreement Health Clinic FINAL CLEAN

VIII.3 16-472 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. (Public Works Director)

Attachments: 2318-Contract#32997-City_of_Cocoa-Brevard-100516.pdf
Budget Resolution FY 2017.docx
BAF-PW-SW-PROJECT_SW16EJ (10-25-16) Agenda 16-472.pdf

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

Attachments: Resolution No. 2016-116 Hurricane Mathew Building Permit Fees.pdf

VIII.5 16-487 Approve a Resolution adjusting the FY 2017 Budget using General Fund Contingency to complete the demolition and provide project management of 6 Forrest Avenue. (Community Services Director)

Attachments: Budget Resolution FY 2017.docx

BAF-CS-Florida Ave Demo (10-25-16) Agenda 16-487.pdf

MULTI-YEAR CONTRACTS:

VIII.6 16-451 To 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. (Community Services Director)

Attachments: DBI - 2nd Amendment - Signed by Vendor 09-28-2016.pdf

IX. INFORMATIONAL AGENDA:

IX.1 16-356 Review The Employee Health Center usage report for the September 2016 period provided by CareATC. (Administrative Services Director)

Indexes: benefits; Health Center

Attachments: Cocoa September 2016 Dashboard

IX.2 16-457 Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 09/30/2016. (Finance Director)

Attachments: PO Monthly Report to City Council 10.01.15 thru 09.30.16.pdf

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

Attachments: September 2016 EXPENSE Budget Tracking Worksheet (2).pdf

September 2016 REVENUE Budget Tracking Worksheet (2).pdf

IX.4 16-461 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 Sept 2016.pdf

IX.5 16-462 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 - CM Authorized to Execute.pdf

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

Attachments: August 2016 Council Report by District .pdf

IX.7 16-477 New local business tax receipts. (Community Services Director)

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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Legislation Details (With Text)

File #:	16-471	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/13/2016			**In control:**	City Council
On agenda:	10/25/2016			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of October 25, 2016, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-25-16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 13, 2016
Agenda Date: October 25, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of October 25, 2016, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of October 25, 2016, as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: October 25, 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 October 25, 2016 (16-471)
2. Minutes: N/A

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)

IV. DELEGATIONS:

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

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V. CONSENT AGENDA:

1. 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)

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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)

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)

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)

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)

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)

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)

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)

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)

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:

Advisory Boards and Committees

City Administration
City Attorney
City Manager
City Council

IX. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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Legislation Details (With Text)

File #:	16-439	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	9/23/2016			**In control:**	City Council
On agenda:	10/25/2016			**Final action:**	
Title:	City Council to recognize Accents Home Decor, located at 2712 N. Cocoa Blvd., as the 3rd Quarter Business Recognition Award recipient by the US 1 Corridor CRA. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	June 27, 2016 (2).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 23, 2016
Agenda Date: October 25, 2016
Prepared By: Samia Singleton, Economic Development Specialist
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
City Council to recognize Accents Home Decor, located at 2712 N. Cocoa Blvd., as the 3rd Quarter Business Recognition Award recipient by the US 1 Corridor CRA.

BACKGROUND:

On June 27, 2016, the US 1 Corridor CRA awarded Accents Home Décor with the Business Recognition Award for the 3rd Quarter. The CRA board recognized Accents Home Décor for demonstrating and maintaining outstanding exterior improvements along the US 1 corridor.

Based on the US 1 Corridor CRA's program guidelines for the Business Recognition Award program, each Agency member can nominate no more than three (3) businesses for the award. Members submitted their nominations to staff who reviewed the submissions for eligibility. Eligibility criteria area: 1) the business holds a current City of Cocoa Local Business Tax Receipt; 2) the business does not have any past due fees and/or taxes owed to the City of Cocoa; 3) the business is not currently under City of Cocoa Code Enforcement action and/or Nuisance Abatement action; and 4) the business owner/operator/employee is not a member of the US 1 Corridor CRA.

Past recipients include Chaparral Mexican Grill and East Coast Lumber/Ace Hardware.

STRATEGIC PLAN CONNECTION:

This item is directly connected to the Community Development and Image strategic issues.

BUDGETARY IMPACT:

There is no budgetary impact.

PREVIOUS ACTION:

There has been no previous action.

RECOMMENDED MOTION:

Council to recognize Accents Home Decor, located at 2712 N. Cocoa Blvd. as recipient of 3rd Quarter Business Recognition Award by the US 1 Corridor CRA.

US1 CORRIDOR
REDEVELOPMENT AGENCY
65 Stone Street
Cocoa, Florida 32922
(321) 433-8510

AGENDA ITEM VI - 1

US 1 Corridor Redevelopment Agency Business Recognition Award Selection

MEMO DATE: June 14, 2016
AGENDA DATE: June 27, 2016
PREPARED BY: Susan D. McGrady, CRA Program Manager

REQUESTED ACTION:

Select the US 1 Corridor Redevelopment Agency Business Recognition Award Winner

BACKGROUND

At the Special Meeting on January 12, 2015 Agency members adopted the US 1 CRA Business Recognition Award Program (US1 CRA/BRA) and directed staff to prepare and submit the nominations at Agency meetings.

Businesses that have been recognized in the past are Chaparral Mexican Grill and East Coast Lumber/Ace Hardware.

STAFF REPORT

Based on the US1 CRA/BRA Program Guidelines, each Agency member can nominate no more than three (3) businesses for the award. Members submitted their nominations to staff who reviewed the submissions for eligibility. Eligibility criteria are: 1) the business holds a current City of Cocoa Local Business Tax Receipt; 2) the business does not have any past due fees and/or taxes owed to the City of Cocoa; 3) the business is not currently under City of Cocoa Code Enforcement action and/or Nuisance Abatement action; and 4) the business owner/operator/employee is not a member of the US 1 CRA.

Based on these criteria, the following nominated businesses are eligible for the US1 CRA/BRA:

1. Accents Home Décor (nominated by Vice Chairperson Blanco)
   2712 North Cocoa Boulevard

2. East Coast Irrigation & Landscaping, LLC (nominated by Agency Member Koss)
   1608 North Cocoa Boulevard

REVIEWED

The City Manager, Community Services Director and Deputy Community Services Director have reviewed this agenda item.

City Manager

John A Titkanich, Jr., AICP

Community Services Director

Steven P. Belden, AICP

Deputy Community Services Director

Nancy A. Dresser

REQUESTED MOTION

Select the US 1 Corridor Redevelopment Agency Business Recognition Award Winner




Accents
& FINE FURNITURE
321.632.5366
HELP WANTED
HEAVY LIFTING
VALID DR IC

US1 CORRIDOR
REDEVELOPMENT AGENCY
65 Stone Street
Cocoa, Florida 32922

Property Address: 2712 North Cocoa Boulevard

Business: Accents Home Décor

	Scale
a. Appearance	_____ (0-5)
b. Historic Significance	_____ (0-3)
c. Economic Impact	_____ (0-5)
d. Accessibility	_____ (0-2)
e. Value to Community	_____ (0-5)

_____
Signature of CRA Member

Total _____
(Calculated by Chairperson)

US1 CORRIDOR
REDEVELOPMENT AGENCY
65 Stone Street
Cocoa, Florida 32922

Property Address: 1608 North Cocoa Boulevard

Business: East Coast Irrigation & Landscaping, LLC

	Scale
a. Appearance	_____ (0-5)
b. Historic Significance	_____ (0-3)
c. Economic Impact	_____ (0-5)
d. Accessibility	_____ (0-2)
e. Value to Community	_____ (0-5)

_____
Signature of CRA Member

Total _____
(Calculated by Chairperson)

(59)

US1 CORRIDOR
REDEVELOPMENT AGENCY
65 Stone Street
Cocoa, Florida 32922

Property Address: 1608 North Cocoa Boulevard

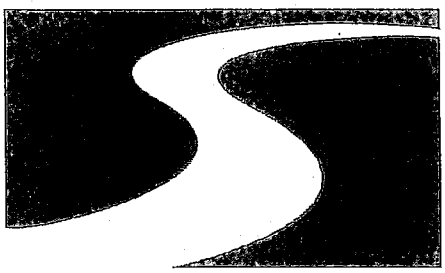
Business: East Coast Irrigation & Landscaping, LLC

	Scale
a. Appearance	4 (0-5)
b. Historic Significance	1 (0-3)
c. Economic Impact	2 (0-5)
d. Accessibility	2 (0-2)
e. Value to Community	2 (0-5)

(1)

Signature of CRA Member

Total _____
(Calculated by Chairperson)



US1 CORRIDOR
REDEVELOPMENT AGENCY
65 Stone Street
Cocoa, Florida 32922

Property Address: 1608 North Cocoa Boulevard

Business: East Coast Irrigation & Landscaping, LLC

	Scale
a. Appearance	2 (0-5)
b. Historic Significance	1 (0-3)
c. Economic Impact	2 (0-5)
d. Accessibility	3 (0-2)
e. Value to Community	2 (0-5)

10

AW
Signature of CRA Member

Total _____
(Calculated by Chairperson)

US1 CORRIDOR
REDEVELOPMENT AGENCY
65 Stone Street
Cocoa, Florida 32922

Property Address: 1608 North Cocoa Boulevard

Business: East Coast Irrigation & Landscaping, LLC

	Scale
a. Appearance	4 (0-5)
b. Historic Significance	2 (0-3)
c. Economic Impact	5 (0-5)
d. Accessibility	2 (0-2)
e. Value to Community	4 (0-5)

(5)

Signature of CRA Member

Total _____
(Calculated by Chairperson)

US1 CORRIDOR
REDEVELOPMENT AGENCY
65 Stone Street
Cocoa, Florida 32922

Property Address: 1608 North Cocoa Boulevard

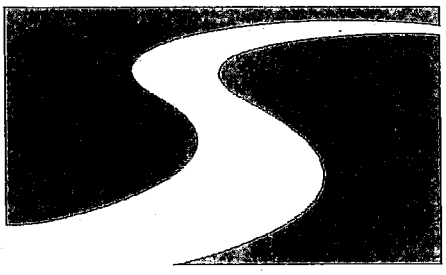
Business: East Coast Irrigation & Landscaping, LLC

	Scale
a. Appearance	4 (0-5)
b. Historic Significance	2 (0-3)
c. Economic Impact	2 (0-5)
d. Accessibility	1 (0-2)
e. Value to Community	3 (0-5)

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Signature of CRA Member

Total 12
(Calculated by Chairperson)



US1 CORRIDOR
REDEVELOPMENT AGENCY
65 Stone Street
Cocoa, Florida 32922

Property Address: 1608 North Cocoa Boulevard

Business: East Coast Irrigation & Landscaping, LLC

	Scale
a. Appearance	5 (0-5)
b. Historic Significance	0 (0-3)
c. Economic Impact	3 (0-5)
d. Accessibility	0 (0-2)
e. Value to Community	1 (0-5)

9

Signature of CRA Member

Total _____
(Calculated by Chairperson)

US1 CORRIDOR
REDEVELOPMENT AGENCY
65 Stone Street
Cocoa, Florida 32922

Property Address: 2712 North Cocoa Boulevard

Business: Accents Home Décor

	Scale
a. Appearance	5 (0-5)
b. Historic Significance	2 (0-3)
c. Economic Impact	3 (0-5)
d. Accessibility	2 (0-2)
e. Value to Community	3 (0-5)

Signature of CRA Member

Total _____
(Calculated by Chairperson)

US1 CORRIDOR
REDEVELOPMENT AGENCY
65 Stone Street
Cocoa, Florida 32922

Property Address: 2712 North Cocoa Boulevard

Business: Accents Home Décor

	Scale
a. Appearance	2 (0-5)
b. Historic Significance	1 (0-3)
c. Economic Impact	3 (0-5)
d. Accessibility	3 (0-2)
e. Value to Community	2 (0-5)

Signature of CRA Member

Total _____
(Calculated by Chairperson)

US1 CORRIDOR
REDEVELOPMENT AGENCY
65 Stone Street
Cocoa, Florida 32922

Property Address: 2712 North Cocoa Boulevard

Business: Accents Home Décor

	Scale
a. Appearance	5 (0-5)
b. Historic Significance	3 (0-3)
c. Economic Impact	5 (0-5)
d. Accessibility	2 (0-2)
e. Value to Community	5 (0-5)

18

Signature of CRA Member

Total _____
(Calculated by Chairperson)

US1 CORRIDOR
REDEVELOPMENT AGENCY
65 Stone Street
Cocoa, Florida 32922

Property Address: 2712 North Cocoa Boulevard

Business: Accents Home Décor

	Scale
a. Appearance	4 (0-5)
b. Historic Significance	2 (0-3)
c. Economic Impact	3 (0-5)
d. Accessibility	1 (0-2)
e. Value to Community	3 (0-5)

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Signature of CRA Member

Total 13
(Calculated by Chairperson)

US1 CORRIDOR
REDEVELOPMENT AGENCY
65 Stone Street
Cocoa, Florida 32922

Property Address: 2712 North Cocoa Boulevard

Business: Accents Home Décor

	Scale
a. Appearance	5 (0-5)
b. Historic Significance	0 (0-3)
c. Economic Impact	2 (0-5)
d. Accessibility	2 (0-2)
e. Value to Community	2 (0-5)

(1)

Signature of CRA Member

Total _____
(Calculated by Chairperson)

Legislation Details (With Text)

File #:	16-464	**Version:** 1	**Name:**		
Type:	Report		**Status:**	Consent Agenda	
File created:	10/12/2016		**In control:**	City Council	
On agenda:	10/25/2016		**Final action:**		
Title:	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. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ILA_Cocoa_Signal_Maint_1306 ILA_Signal_Maint_Amend_1306				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 12, 2016
Agenda Date: October 25, 2016
Prepared By: Michael Giorgio, Division Manager
Through: Everett Wegerif P.E. Public Works Director/ City Engineer
Requested Action:
To authorize the city manager to approve the inter-local 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

BACKGROUND:

Brevard County has provided Traffic Signal Maintenance Services to the City of Cocoa for many years. Brevard County provides both preventative maintenance services as well as emergency call-out services for Cocoa's 24 signal locations and 8 flasher locations as well as repair of the city owned street lights on US 1. With 24 hour on call service technicians available, this critical safety service can be provided in a cost effective manner.

The terms of the proposed agreement is for a period of one (1) year with an automatic renewal each year afterwards unless either party notifies the other of the intent to cancel the agreement Public Works currently has budgeted $60,000 for this item. Most of the signals are associated with Florida Department of Transportation roadways and the city receives funding from FDOT to help cover repair and repairs and electrical operation costs.

STRATEGIC PLAN CONNECTION:

Working traffic signals and flashers provide a safe and efficient means of moving traffic through the city and to prevent traffic congestion.

BUDGETARY IMPACT:

Budgeted Yes

Amount Requested $ 60,000
Account Number _001-3510-541-46-00
Account Name _Streets Repair and Maintenance

PREVIOUS ACTION:

Council has previously approved this inter-local agreement with Brevard County for traffic signal maintenance in 2011

RECOMMENDED MOTION:

To authorize the city manager to approve the inter-local 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

CFN 2011203090, OR BK 6485 PAGE 1221,
Recorded 11/09/2011 at 03:43 PM, Mitch Needelman, Clerk of Courts, Brevard County
Pgs:12

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT made and entered into this 1 day of Nov, 20 11 by and between the City of Cocoa, Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "CITY", and the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS the COUNTY has entered into an agreement with a signal maintenance contractor, hereinafter referred to as "Contractor" for maintenance and construction of traffic signals within Brevard County, and

WHEREAS, the CITY and the COUNTY desire to enter into a mutually beneficial relationship whereby the COUNTY will maintain all traffic signals owned or partially owned by the CITY, and

WHEREAS the CITY desires to have the COUNTY staff perform maintenance on traffic signals within the CITY and/or oversee the Contractor on behalf of the CITY,

IT IS THEREFORE agreed as follows:

1. STATUTORY CITE

This agreement shall be considered an interlocal agreement pursuant to the State of Florida Statutes, Chapter 163, Part 1, 2011.

2. SCOPE OF WORK

This agreement applies to, but is not limited to, those traffic signals, intelligent transportation systems, cameras, overhead signs, and roadway lighting luminaries, etc., under the CITY's maintenance responsibility which have been accepted for maintenance by the COUNTY. Exhibit A contains the inventory of traffic signals, overhead signs, and roadway lighting luminaries, etc., within the scope of this Agreement and is attached hereto and incorporated herein by reference. Exhibit A is hereinafter referred to as the "Traffic Signal Inventory."

a. Preventative Maintenance Service.

The COUNTY agrees to provide up to three (3) preventative maintenance services per year for the Traffic Signal Inventory. The COUNTY will maintain the Traffic Signal Inventory to the extent of the COUNTY's capability (in terms of ordinary maintenance and repair) and will charge the CITY a maintenance fee for said services.

b. Upgrades and Standardization

The COUNTY agrees to include the Traffic Signal Inventory in COUNTY equipment upgrade and standardization program reviews. Where deficiencies are noted, the COUNTY will notify the CITY of the deficiencies and provide an estimate of cost to bring the facility to appropriate standards. The CITY will notify the COUNTY when the work can be scheduled. The COUNTY will strive to lower maintenance costs to all cities by ensuring that equipment reaching the manufacturer's recommended life will be upgraded to standardized equipment as CITY budgets allow.

c. Modifications.

The COUNTY agrees to modify the configuration of traffic signals within the Traffic Signal Inventory at the request of the CITY. The cost of modifications requested by the CITY will not exceed actual costs to the COUNTY.

d. Reactive Maintenance Services.

The COUNTY agrees to respond to any Emergency Condition as defined in the current version of the COUNTY "After Hours Traffic Sign and Signal Response Policy" within two hours of being notified of the emergency condition. The COUNTY also agrees to schedule and respond to all other reactive maintenance problems in an efficient and timely manner. The COUNTY shall be reimbursed by the CITY for costs it incurs for all reactive maintenance of the Traffic Signal Inventory.

e. Review and Inspection Services.

The COUNTY agrees to provide the CITY with review and inspection services for any traffic signals proposed to be constructed within the CITY and added to the Traffic Signal Inventory. The traffic

signals stated in the previous sentence are hereinafter referred to as "Future Signals".

1. The COUNTY agrees to review the design and specification documents for Future Signals, at no charge to the CITY, to assist the CITY in ensuring the level of quality necessary to promote a safe and affordable installation. The COUNTY agrees to review any Future Signal construction documents within 14 working days of receipt of said documents.

2. The COUNTY agrees to inspect Future Signal construction to assist the CITY in ensuring the construction methods and equipment meet the standards and specifications, thereby promoting lower future maintenance costs. Fees for these inspections are shown in Exhibit B.

3. PROCEDURE

a. Emergency Signal Maintenance

The CITY shall contact the COUNTY at 321-455-1440 during normal working hours, Monday through Friday from 7:00 a.m. through 3:30 p.m. The CITY shall contact Central Dispatch Center (Civil Defense) at 321-633-1737 during non-working hours to request emergency traffic signal maintenance.

The COUNTY will respond to requests for maintenance and, if possible, make repairs. If repairs cannot be performed by COUNTY personnel, the COUNTY will authorize the Contractor to perform the repairs. Major repairs will not be undertaken without the approval of the CITY. The CITY shall submit a payment recommendation on the Contractor's invoice. The COUNTY will submit a statement using agreed upon rates in Exhibit B, quarterly, to the CITY for maintenance work performed by COUNTY personnel. The CITY shall be responsible for payment of Contractor invoices directly to the Contractor.

b. Other Aerial Maintenance

The CITY shall notify the COUNTY in writing, either by Notice to Proceed or CITY purchase order, of the work to be performed.

The COUNTY will respond to requests for maintenance and perform the maintenance when time is available.

4. MAINTENANCE OF TRAFFIC

The COUNTY or the Contractor shall be responsible for maintaining safe traffic flow in accordance with the Florida Department of Transportation Roadway and Traffic Design Standards, most recent edition, and any other applicable references. In the event law enforcement is necessary to maintain traffic, the CITY shall, at its sole expense, arrange for law enforcement.

5. EQUIPMENT AND STOCK

The CITY reserves the right to supply new and/or reconditioned parts to the COUNTY for installation. The CITY will be responsible for the installation of any necessary telephone drops in the master cabinet and shall pay the monthly charges for such telephone drops.

6. AUTHORIZED PERSONNEL

The personnel authorized by the CITY and the COUNTY to perform maintenance shall be limited to the COUNTY's Traffic Systems Technician(s), the COUNTY's Traffic Sign/Signal Technician(s) and the Contractor or any other personnel agreed upon by the CITY and COUNTY in an emergency. The charges for the services of such emergency personnel shall be computed using the rates on the attached schedule.

7. COMPENSATION

a. Preventative Maintenance

Both parties agree that the CITY shall pay the COUNTY a maintenance fee for preventative maintenance services.

1. Both parties agree that the maintenance fee shall be based on the following: The calculated total costs to perform preventative maintenance services on a random sample of signals in the County as documented for the previous fiscal year will be divided by the total number of signals in the sample to arrive at an average per-intersection cost. This average cost will be the fee charged to each city and shall be calculated each year based on actual cost averages from the previous year.

2. From the effective date of this Agreement, until changed pursuant to the criteria contained herein, the Preventative Maintenance Fee for each signal within the scope of this agreement shall be as set forth in Exhibit B.

b. Upgrades and Standardization

The COUNTY will strive to lower maintenance costs to all cities by ensuring that equipment reaching the manufacturer's recommended life is upgraded to standardized equipment. The CITY shall compensate the COUNTY for actual costs incurred in this process.

c. Modifications.

The CITY shall compensate the COUNTY for the actual costs of any Modifications requested by the CITY.

d. Reactive Maintenance.

The CITY shall compensate the COUNTY for reactive maintenance in accordance with Exhibit B. Compensation will be made to the first hour and then to the nearest one-half hour and may include travel time to the work site. Emergency call outs performed after hours shall be compensated from portal to portal, all time associated with travel to and

from the location and time spent repairing emergency. The COUNTY's compensation schedule may be adjusted upon thirty (30) days written notice to the CITY. The Contractor's Compensation schedule may be adjusted in accordance with the Agreement between the COUNTY and the Contractor. Compensation adjustment shall be based on material cost variation or other relevant economic conditions, sufficiently documented by the requesting party. Either party may request a compensation adjustment. Failure to agree upon compensation adjustments may constitute mutually agreed upon termination of this Agreement.

Regular time work shall be work that was performed between the hours of seven o'clock (7:00) a.m. and three-thirty (3:30) p.m., Monday through Friday. Overtime work shall be work that was performed during those hours not defined as regular time. Holidays will be charged at the overtime rate. Holidays are defined as those days officially designated as holidays by the Brevard County Board of County Commissioners. Work that is initiated during regular time, completed during overtime, and required more than one (1) hour of effort during overtime to complete, will be partially compensated at the overtime rate, based upon the prorated share of work completed during overtime.

The CITY shall pay to the COUNTY the actual cost of all materials furnished by the COUNTY, associated with reactive maintenance activities, which are an integral part of the finished work.

Standby personnel are assigned to respond to all after hour calls for the COUNTY and the CITY. Due to the number of traffic signals within the COUNTY system and the CITY systems, there may be times that it is more beneficial to the COUNTY and CITY to have an additional Traffic Signal Technician on call to provide timely response. In the event it becomes necessary to place a second employee on call, the standby rate would double for that period of time and the cost would be shared on a pro rata basis.

e. Review and Inspection Services

The CITY shall pay the COUNTY for Inspection Services as shown in Exhibit B.

8. TERM OF AGREEMENT

The period of this agreement shall be for five (5) years from the date of recording.

9. CANCELLATION CLAUSE

This agreement may be canceled by either party upon 30 days prior notice to the other party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

10. ASSIGNABILITY

This agreement is non-transferable and non-assignable in whole or part without the consent of the COUNTY.

11. CONSTRUCTION OF AGREEMENT

The parties hereby acknowledge that they have fully reviewed the Agreement and its attachments, and have had the opportunity to consult with legal counsel of their choice, have participated in the negotiating and drafting of this Agreement and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

12. MODIFICATION CLAUSE

No modification of this Agreement shall be binding on the COUNTY or the CITY unless reduced to writing and signed by authorized representatives of the COUNTY and CITY.

13. NOTICE

Any and all notices required under this Agreement shall be in writing and sent to the following addresses, by US Postal Service, certified, return receipt requested:

Harriet Raymond
Public Works Support Services Manager
Brevard County Public Works
2725 Judge Fran Jamieson Way, A201
Viera, FL 32940

Ric Holt
City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

14. ENTIRETY CLAUSE

This Agreement embodies the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein. The proposed Agreement between the COUNTY and the Contractor will become a part of the Agreement and be incorporated herein.

15. SEVERABILITY

In the event a court of competent jurisdiction determines any sentence, provision, paragraph or section of this Agreement to be null and void, the remaining parts of this Agreement shall continue in full force and effect as though such sentence, provision, paragraph or section had been omitted from said Agreement.

16. VENUE

Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida.

17. INDEMNIFICATION

Except as limited by law, the COUNTY agrees to indemnify and hold harmless the CITY and its employees from all claims, losses and expenses, excluding attorney's fees and costs, arising out of or resulting from the performance of the services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the COUNTY or arises from a work-related injury to any of the COUNTY's employees. The COUNTY acknowledges adequate consideration for this agreement.

Except as limited by law, the CITY agrees to indemnify and hold harmless the COUNTY and its employees from all claims, losses and expenses, excluding attorney's fees and costs, arising out of or resulting from the services provided under this agreement provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death or personal injury, or to property damage, including loss of use of property, and (2) is caused in whole or

in part by any negligent act or omission of the CITY, arises from a work-related injury to any of the CITY's employees, or is caused in whole or in part by any equipment or part the CITY provides for installation. The CITY acknowledges adequate consideration for this agreement.

18. WAIVER

No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an event or violation shall affect any such right or remedy, be held to be an abandonment thereof or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

19. ATTORNEY'S FEES

In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs. This provision shall not be interpreted to be a pledge of ad valorem tax revenues.

20. DEFAULT

Either party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

21. EFFECTIVE DATE

Pursuant to Section 163.01(11) Florida Statutes, the effective date of this contract shall be the date on which the instrument is recorded in the Public Records of Brevard County, Florida.

22. RIGHT TO AUDIT

In the performance of this Agreement, the Contractor shall keep books, records and accounts of all activities related to the Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Grantee for a period of three (3) years after termination of this Agreement, unless such records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1) Florida Statutes.

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

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

Robin L. Fisher, Chairman
AS APPROVED BY THE BOARD ON 11-1-11

ATTEST:
Laurie S. Rice, Chief Deputy Clerk

COUNTY ATTORNEY APPROVAL:

STATE OF FLORIDA
COUNTY OF BREVARD
This is to certify that the foregoing is a true and current copy of Interlocal Agreement witness my hand and official seal this 2nd day of November 2011
MITCH NEEDELMAN, Clerk of Circuit Court
BY D.C.

CITY OF COCOA
BREVARD COUNTY, FLORIDA

ATTEST:
Joan Clark, MMC, City Clerk

Ric Holt
City Manager

EXHIBIT A
TRAFFIC SIGNAL INVENTORY
COCOA

S.R. 520 W/B/(WILLARD ST) & FORREST AVE	CO-0001	3- Phase Co-ordinated Signal
S.R. 520 E/B/(KING ST) & FORREST AVE	CO-0002	3- Phase Co-ordinated Signal
S.R. 520 W/B/(WILLARD ST) & BREVARD AVE	CO-0003	2- Phase Co-ordinated Signal
S.R. 520 E/B/(KING ST) & BREVARD AVE	CO-0004	2- Phase Co-ordinated Signal
S.R. 520 W/B/(WILLARD ST) & DELANNOY AVE	CO-0005	3- Phase Co-ordinated Signal
S.R. 520 E/B/(KING ST) & DELANNOY AVE	CO-0006	2- Phase Co-ordinated Signal
S.R. 520 E/B/(KING ST) & RIVEREDGE BLVD	CO-0007	2- Phase Co-ordinated Signal
S.R. 520 & U.S. 1	CO-0008	8- Phase Co-ordinated Signal
U.S. 1 & PEACHTREE ST	CO-0009	6- Phase Co-ordinated Signal
U.S. 1 & POINSETT DR/ROSA L. JONES DR	CO-0011	6- Phase Actuated Signal
U.S. 1 & FORREST AVE	CO-0012	3- Phase Actuated Signal
U.S. 1 & DIXON BLVD	CO-0013	6- Phase Actuated Signal
S.R. 520 & S.R. 519 (FISKE RD)	CO-0014	8- Phase Co-ordinated Signal
S.R. 520 & BLAKE ST	CO-0015	2- Phase Co-ordinated Signal
S.R. 520 & VARR AVE	CO-0016	5- Phase Co-ordinated Signal
S.R. 519 (FISKE BLVD) & PEACHTREE ST	CO-0017	2- Phase Actuated Signal
S.R. 524 & INDUSTRY RD	CO-0018	3- Phase Actuated Signal
S.R. 524 & LONDON BLVD	CO-0019	3- Phase Actuated Signal
FORREST AVE & PEACHTREE ST	CO-0020	Flashing Intersection
FLORIDA AVE & POINSETT DR/ROSA L. JONES DR	CO-0021	2- Phase Actuated Signal
S.R. 519 (FISKE BLVD) & POINSETT DR/ROSA L. JONES DR	CO-0022	4- Phase Actuated Signal
POINSETT DR/ROSA L. JONES DR (MCNAIR MIDDLE) W/B	CO-0023	School Flasher (Roadside)
PINEDA AVE & ENDEAVOR ELEM SCHOOL N/B	CO-0024	School Flasher (Roadside)
PINEDA AVE & ENDEAVOR ELEM SCHOOL S/B	CO-0025	School Flasher (Roadside)
S.R. 519 (FISKE BLVD) & POINSETT DR/ROSA L JONES DR S/B	CO-0026	School Flasher (Roadside)
FORREST AVE & CENTRAL LIBRARY S/B ONLY	CO-0027	Flasher "Pedestrian X-ing" (Roadside)
FORREST AVE & MAIN ST S/B ONLY	CO-0028	Flasher "Caution" (Roadside)
S.R. 519 (FISKE BLVD) & WILLOW LN S/B	CO-0029	School Flasher (Roadside)
S.R. 519 (FISKE BLVD) & CYPRESS LN N/B	CO-0030	School Flasher (Roadside)
S.R. 524 & SHOPPES OF NORTH COCOA	CO-0031	6- Phase Co-ordinated Signal
S.R. 501 (CLEARLAKE RD) & OTTERBEIN AVE	CO-0032	6- Phase Actuated Signal
S.R. 520 & TOWNSEND ROAD	CO-0033	6- Phase Co-ordinated Signal

EXHIBIT B

Preventative Maintenance Fees per visit	$70.76
Upgrades and Standardization Fees	**Actual Costs**
Modification Fees	**Actual Costs**
Reactive Maintenance Services Fees	**Actual Costs**
Reactive Maintenance Materials	**Actual Costs**
Review Fees	No Charge
Inspection Services Fees per inspection	$84.97

Actual Costs:

Fixed fee per call	$178.44
Signal Tech/hour	
Regular rate	$28.20
Overtime rate	$42.30

AGREEMENT TO AMEND EXISTING CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2016 by and between the City Of Cocoa, Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "CITY", and the Board Of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

W I T N E S S E T H

WHEREAS, the parties thereto have previously entered into an Agreement on November 1, 2011, Contract No. 1306 and recorded in the Public Records of Brevard County, Florida on November 9, 2011; and

WHEREAS, the term of the Agreement was five (5) years from the date of recording; and

WHEREAS, the parties hereto desire to amend the term of said Agreement for an additional one year term, until November 9, 2017, and to automatically extend the term for additional one year periods each year following unless either party notifies the other of its intent to cancel the Agreement in accordance with Paragraph 9. Cancellation Clause or to modify the Agreement in accordance with Paragraph 12. Modification Clause; and

WHEREAS, the parties hereto desire to amend Paragraph 13. Notice, to update the contact name for the COUNTY; and

NOW THEREFORE, in consideration of the premises and mutual covenants contained, the parties hereby agree, as follows:

1. That the previous Agreement between the parties under Contract No. 1306, is hereby amended to extend its term for an additional one (1) year period, until November 9, 2017, and the term of this agreement shall be automatically extended for additional one (1) year periods each year following unless either party notifies the other of its intent to terminate this Agreement as specified in Paragraph 9. Cancellation Clause or to modify the Agreement in accordance with Paragraph 12. Modification Clause.

2. That Paragraph 13. Notice shall be revised to replace "Harriet Raymond" with "Tammy Thomas-Wood" as the notice contact for the COUNTY.

3. That all terms and conditions of Contract No. 1306, which is incorporated herein by this reference, not inconsistent with the provision of this Agreement, shall remain in full force and effect.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

_____
Scott Ellis, Clerk

_____
Jim Barfield, Chairman
As approved by the Board on_____

APPROVED AS TO FORM:

_____
Assistant County Attorney

ATTEST:

CITY OF COCOA
BREVARD COUNTY, FLORIDA

_____

_____
John Titkanich, City Manager

Legislation Details (With Text)

File #:	16-470	**Version:**	1	**Name:**	First Methodist Church of Cocoa rezoning first reading
Type:	Ordinance			**Status:**	Public Hearing
File created:	10/13/2016			**In control:**	City Council
On agenda:	10/25/2016			**Final action:**	
Title:	Ordinance No.14-2016/1st Reading: To rezone the subject parcel from RU-2-15 and RU-2-25 (Multiple Family Dwelling Districts) to INST (Institutional). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 14-2016 Rezoning - 825 Forrest.pdf Legal Description (825 Forrest Ave).pdf zoning map.png Areial.bmp				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 13, 2016
Agenda Date: October 25, 2016
Prepared By: Steven Biel, Senior Planner
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the first reading of Ordinance 14-2016, to rezone the subject parcel from RU-2-15 and RU-2-25 (Multiple Family Dwelling Districts) to INST (Institutional).

BACKGROUND:

Applicant: First Methodist Church of Cocoa
825 Forrest Ave.
Cocoa, FL 32922

The applicant is requesting to amend the Zoning Map designation of the subject parcel from RU-2-15 and RU-2-25 (Multiple Family Dwelling Districts) to INST (Institutional). The Open Door, A United Methodist Community (formerly First United Methodist Church of Cocoa) owns the 5.88-acre parcel with approximately 32,000 SF of building area that makes up the church campus at 825 Forrest Avenue. The church was founded in 1885 on Brevard Avenue and relocated to its present location in the late 1960s.

The church recently contacted City staff regarding the replacement of an existing ground-mounted sign with a ground-mounted Light Emitting Diode (LED) sign. The property is zoned RU-2-15 and RU

-2-25 (portion of property where proposed LED sign to be located is RU-2-25), which does not permit LED signage. Furthermore, per Chapter 3, Article II, Section 3-23(i)(9), LED signs are only permitted in the CBD, C-C, C-G, C-N, C-P, C-W, INST, M-1, M-2, and UMD zoning districts where not located within 150 feet of residentially zoned properties. The proposed sign location, along the US 1 frontage, would be approximately 180 feet from the nearest residential property.

The intent of the INST zoning district is to provide for areas which serve the needs of the community for public and semipublic facilities of religious, educational, health, or of a cultural nature. The INST zoning district would be consistent with the church and its accessory uses.

The Future Land Use Map designates the subject property as “Commercial”, which supports a church use. Therefore, a Future Land Use Map amendment is not necessary in order to rezone the subject property to INST.

Future Land Use:	Current: Commercial Proposed: No Change		
Zoning District(s):	Current: RU-2-15 & RU-2-25 (Multiple Family Dwelling dis (Institutional)		
Existing Land Use:	Church		
Council District:	District 2 - Councilmember Warner		
Overview of Surrounding Area:			
	Future Land Use Designations	**Zoning Districts**	**Land Uses**
North	Commercial	C-N	Bank
South	Commercial	RU-2-15	Residential (south s of Hillcrest Dr.)
East	Commercial	C-N	Institutional, Commercial & Residential (east si of Forrest Ave.)
West	Commercial	C-W	Self-Storage (west of US 1)

Consistency with Code of the City of Cocoa

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

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

Applicant Response: *The rezoning is being made so the “Open Door” can have a LED sign placed close to US 1 (replacing existing “static’ sign on the western side of the property).*

Staff Response: The land use pattern to the north, east, and west is a mix of commercial, institutional, and residential uses. The land use pattern to the south of Hillcrest Dr. is residential. Staff does not believe the proposed rezoning is contrary to the established land use pattern.

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

Applicant Response: *No, it would not create an isolated district.*

Staff Response: The proposed INST zoning district would be consistent with the zoning of the surrounding area, particularly to the north (C-N), east (C-N), and west (C-W).

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

Applicant Response: *It should not.*

Staff Response: The proposed rezoning would have no impact on the pattern of population density as there is no residential use proposed. It should also be noted that by virtue of residential uses not being noted as a permitted use or use by special exception, residential uses are not permitted in the INST zoning district.

d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Applicant Response: *No they would not.*

Staff Response: Over the years the subject property has been reconfigured to its current configuration. The 1959 Zoning Map shows the area as containing at least 22 lots, which were zoned R2 (One & Two Family Dwelling) and R4 (Multiple Family). It appears the current zoning boundary between the RU-2-15 and RU-2-25 matches the 1959 zoning boundary between the R4 and R2. Over the years it appears the lots were combined into the current configuration.

e. The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Applicant Response: *It should not.*

Staff Response: The proposed rezoning from RU-2-15 & RU-2-25 to INST is consistent with the Future Land Use Map and the Comprehensive Plan, more specifically with the following Future Land Use Element of the Comprehensive Plan:

> Policy 1.1.10.7: Existing land uses which are incompatible or inconsistent with the City's Future Land Use Map will continue to be identified and addressed.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

Applicant Response: *To allow "The Open Door" placement of a LED sign.*

Staff Response: If the rezoning is approved by City Council, the inconsistency between the current zoning and the Future Land Use would be addressed as required by state law and

would be consistent with the Comprehensive Plan. Furthermore, if the rezoning request is approved by City Council, the church would then be able to install an LED sign.

g. The proposed change will adversely influence living conditions in the neighborhood.

Applicant Response: *It would not.*

Staff Response: The proposed rezoning would not adversely influence living conditions in the neighborhood.

h. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Applicant Response: *It would not.*

Staff Response: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety.

i. The proposed change will create a drainage problem.

Applicant Response: *It will not.*

Staff Response: It is not anticipated the rezoning would create a drainage problem.

j. The proposed change will seriously reduce light and air to adjacent areas.

Applicant Response: *It will not.*

Staff Response: Any future use associated with the proposed rezoning would be required to meet the requirements of City Code to ensure light and air to adjacent areas are not reduced.

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

Applicant Response: *It should not.*

Staff Response: It is not anticipated that property values would be affected by the proposed rezoning.

l. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Applicant Response: *We see it as an upgrade.*

Staff Response: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property.

m. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Applicant Response: *We hope not.*

Staff Response: The proposed change will not constitute a grant of special privilege to the property owner of the subject property as contrasted with the public welfare.

n. There are substantial reasons why the property cannot be used in accord with existing zoning.

Applicant Response: *Existing zoning does not allow LED signage.*

Staff Response: As previously noted, the proposed rezoning would be consistent with the Future Land Use Map and the Comprehensive Plan and to allow the church to apply for a building permit to install an LED sign.

o. Whether the change suggested is out of scale with the needs of the neighborhood of the city.

Applicant Response: *It will not.*

Staff Response: The proposed rezoning is not out of scale with the needs of the neighborhood.

p. It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Applicant Response: *N/A*

Staff Response: There are no proposed uses for the subject property other than to apply for a building permit to install an LED sign.

Consistency with Comprehensive Plan Policies and Objectives

The proposed INST zoning designation is consistent with the allowable zoning districts under the "Commercial" Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure 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 not 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 adopted Comprehensive Plan.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted No

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval of the rezoning request at its October 12, 2016 meeting.

RECOMMENDED MOTION:

Approve the first reading of Ordinance 14-2016, to rezone the subject parcel from RU-2-15 and RU-2-25 (Multiple Family Dwelling Districts) to INST (Institutional).

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.

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

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa recommended approval of this Ordinance on August 10, 2016; and

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

WHEREAS, the City Council hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Cocoa, Florida.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. **Zoning Map Amendment.** That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Appendix A, Article VIII, Section 1, is hereby amended to include a change of dual classifications from "RU-2-15 (Multiple Family Dwelling District" and "RU-2-25 (Multiple Family Dwelling District)" to "INST (Institutional)", for the real

property depicted and legally described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ____ day of _____, 2016.

_____

Henry U. Parrish, III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION:
(825 Forrest Avenue, Cocoa, FL 32922)

BLK A LOTS 1, 2, 3, 4, LOTS 23 TO 36 EX HWY R/W PT OF VAC DYAL RD AS DES IN ORB 618 PG 1049 ALSO PT OF TRACT 1 AS DES IN ORB 720 PG 366 & ALL TRACT 2 AS IN PB 8 PG 25 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

FROM THE N.W. CORNER OF GOV'T. LOT 4, SECTION 28, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, RUN SOUTH 0° 29' 00" EAST ALONG THE WEST LINE OF SAID GOV'T. LOT 4 A DISTANCE OF 398.7 FT.; THENCE SOUTH 89° 40' 20" WEST, 112.50 FT. TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 89° 40' 20" EAST, 385.77 FT. TO THE WEST RIGHT OF WAY OF FORREST AVE.; THENCE SOUTH 21° 20' EAST ALONG THE WEST RIGHT OF WAY LINE OF SAID FORREST AVE. A DISTANCE OF 587.26 FT. TO THE P.C. OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25 FT. AND A CENTRAL ANGLE OF 110° 57', AN ARC DISTANCE OF 48.41 FT.; THENCE SOUTH 89° 37' WEST ALONG THE NORTH RIGHT OF WAY OF GRIMES ST. A DISTANCE OF 177.33 FT. TO THE P.C. OR A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25 FT. AND A CENTRAL ANGLE OF 69° 03', AN ARC DISTANCE OF 30.13 FT.; THENCE NORTH 21° 30' WEST, 277.26 FT.; THENCE SOUTH 89° 37' WEST, 278.05 FT.; THENCE NORTH 0° 29' 00" WEST A DISTANCE OF 307.76 FT. TO THE POINT OF BEGINNING.

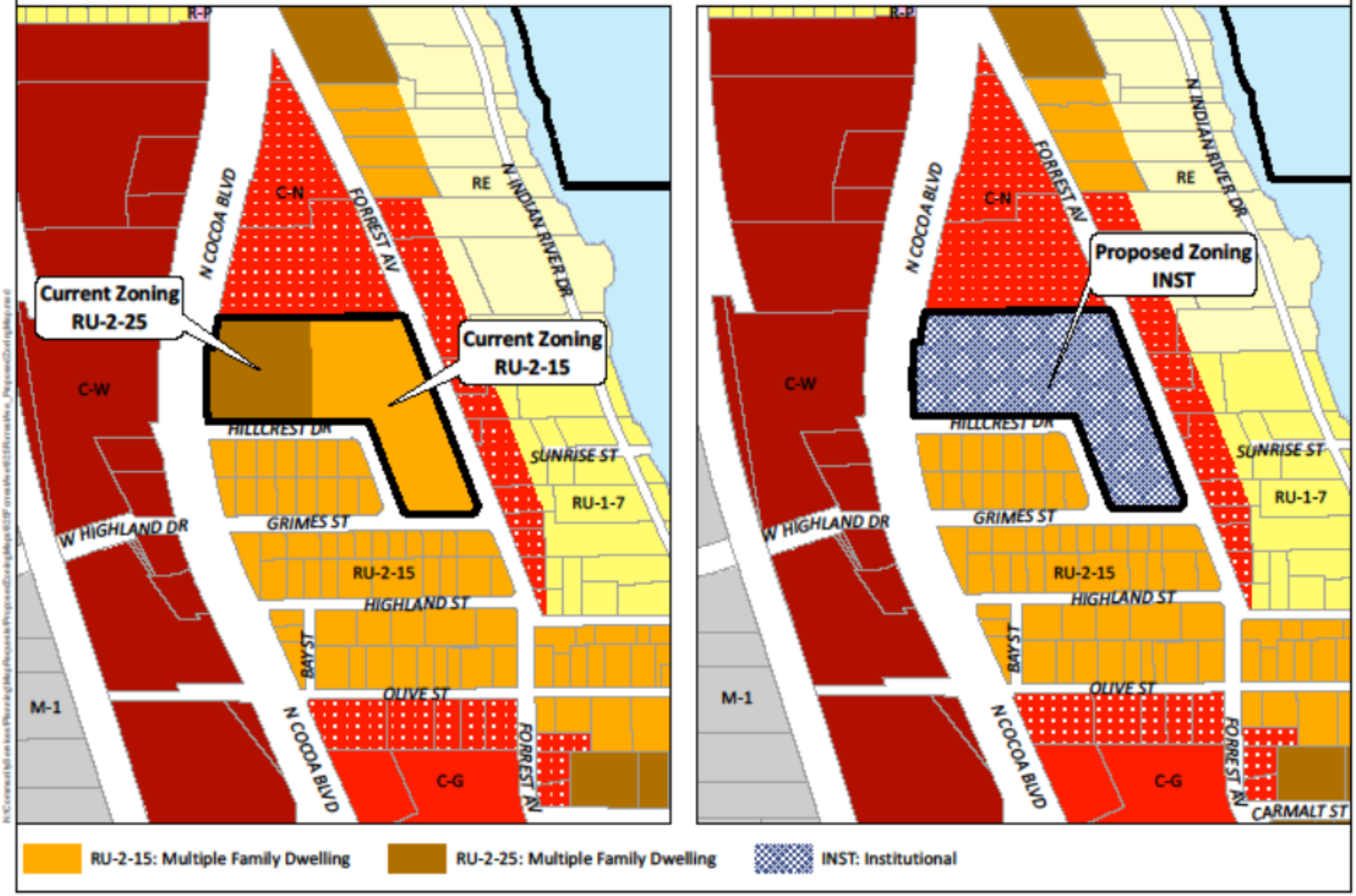
PARCEL 2:

FROM THE N.W. CORNER OF GOV'T LOT 4, SECTION 28, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, RUN SOUTH 0° 29' 00" EAST ALONG THE WEST LINE OF GOV'T LOT 4 A DISTANCE OF 398.7 FT.; THENCE SOUTH 89° 40' 20" WEST A DISTANCE OF 112.50 FT. TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 0° 29' 00" EAST A DISTANCE OF 307.76 FT.; THENCE SOUTH 89° 37' WEST A DISTANCE OF 191.40 FT. TO THE EAST RIGHT OF WAY LINE OF U.S. HWY. NO. 1; THENCE NORTHLY ALONG THE EAST LINE OF U.S. HWY. NO. 1 ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1,357.69 FT. AND A CENTRAL ANGLE OF 9° 58' 29", AN ARC DISTANCE OF 236.36 FT.; THENCE SOUTH 84° 50' 02" EAST, 20 FT.; THENCE NORTHERLY ALONG THE EAST LINE OF U.S. HWY. NO. 1, ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1,337.69 FT. AND A CENTRAL ANGLE OF 3° 11' 11", AN ARC DISTANCE OF 74.39 FT.; THENCE NORTH 89° 40' 20" EAST, 159.38 FT. TO THE POINT OF BEGINNING.

City of Cocoa Zoning Map

Current and Proposed Zoning Map for 825 Forrest Ave.

From: RU-2-15 and RU-2-25 (Multiple Family Dwelling Districts) To: INST (Institutional)



Legislation Details (With Text)

File #:	16-469	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	10/12/2016			**In control:**	City Council
On agenda:	10/25/2016			**Final action:**	
Title:	Consider the appointment of Ms. Crystal McQueen as a Regular member of the US 1 Corridor Redevelopment Agency through June, 2018. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	McQueen, Crystal 001.pdf City Code Sec. 8-73-Community Redevelopment Agency Boards 001.pdf Consideration letter.pdf US 1 RDA Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 12, 2016
Agenda Date: October 25, 2016
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the appointment of Ms. Crystal McQueen as a Regular member of the US 1 Corridor Redevelopment Agency through June, 2018

BACKGROUND:

Ms. McQueen submitted an application for Board/Committee membership in August, 2016. At that time, she requested to be placed on the Planning & Zoning Board. At the September 27, 2016, her application was brought forward to City Council, however, with there being another applicant who fell under the same board qualifications, she was not selected. At that time, City Council members urged her to remain in contact with the City.

At the September 27, 2016 meeting, newly appointed District 4 Councilwoman Jeri Blanco formally resigned from her position on the US 1 RDA. After the meeting, Ms. McQueen spoke with the City Clerk and expressed her interest for serving on that board.

While Ms. McQueen is not a resident of the city, she is a business owner within the city limits and meets all other qualifications for serving on a City board. If appointed, her tenure on the US 1 RDA will be contingent upon her continuing to be “engaged in a business” within the City, unless she becomes a resident of the City.

Specifically, attached is Article IV-U.S. 1 Corridor Redevelopment Agency; Section 8-73-Creation of Community Redevelopment Agency Board; composition; terms; appointment of chairperson and vice -chairperson of the City of Cocoa Code. Section (d) states that, *"Any person may be appointed to serve as a commissioner on the board if he or she resides, or is engaged in business, within the city, and is otherwise eligible for such appointment pursuant to Part III, Chapter 163, Florida Statutes. For the purposes of this provision, "engaged in business" means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged." The City Code is consistent with Section 163.356 (3)(b), Florida Statutes, which provides that "any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part." The "area of operation" under the Community Redevelopment Act is defined to mean the jurisdictional limits of the City and is not limited to the geographical limits of the redevelopment area of the US 1 Corridor Redevelopment Agency.*

If appointed, Ms. McQueen would fulfill the vacancy of Ms. Jeri Blanco, and her term would be through June, 2018.

A current US 1 Corridor Redevelopment Agency roster is attached.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council appoints and reappoints members to City boards as vacancies arise.

RECOMMENDED MOTION:

Consider the appointment of Ms. Crystal McQueen as a Regular member of the US 1 Corridor Redevelopment Agency through June, 2018

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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: Crystal McQueen Application Date: 7-11-16

Street Address, Including Zip Code: 956 N. Cocoa Blvd. Ste. 1121 & 1123

Telephones: Home: 321-271-4659 Work: _____ Pager: N/A Cell: 321-271-4365

Place of Business: Christ the King Redemptive Ministries & Video Productions

Title/Position Held: Co-pastor, Executive Admin

Date of Birth[2] 02/25/1971

Email Address: crystalmcqueen@gmail.com

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

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

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	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.

I currently hold a Masters in Non-profit Management & Leadership and I am pursuing a Doctorate in Public Administration. I have over 15+ years owning & working in the third sector. My purpose, is build stronger communities and a more equitable world.

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

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

GENDER

____ Male
X Female

DISABILITY

____ Physically Disabled

Sec. 8-73. - Creation of community redevelopment agency board; composition; terms; appointment of chairperson and vice-chairperson.

(a) Pursuant to Resolution No. 98-20 of the city council dated March 24, 1998 and Section 163.356, Florida Statutes, the community redevelopment agency board shall consist of seven (7) commissioners. Seven (7) persons shall be appointed from time to time by the city council to serve as agency commissioners. A certificate of appointment shall be filed with the city clerk and is due and conclusive evidence of due and proper appointment of such commissioner.

(b) Except for the initial commissioners, appointees shall serve terms of four (4) years each. Each commissioner shall serve until his or her successor has been appointed and has qualified.

(c) In the event of death, resignation, or removal from office of a commissioner, any individual appointed to fill a vacancy shall fill the remainder of the term of the person whose actions created the vacancy in office.

(d) Any person may be appointed to serve as a commissioner on the board if he or she resides, or is engaged in business, within the city, and is otherwise eligible for such appointment pursuant to Part III, Chapter 163, Florida Statutes. For the purposes of this provision, "engaged in business" means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged.

(e) Agency commissioners may be removed from office as provided by Section 163.356(4), Florida Statutes.

(f) Annually, on or about June of each year, the city council shall name the chairperson and vice-chairperson of the board, who must also be commissioners of said board at all times during their tenure as chairperson or vice-chairperson.

(Ord. No. 12-98, § 4, 6-9-98; Ord. No. 23-06, § 2, 6-13-06)

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

October 18, 2016

Crystal McQueen
956 N. Cocoa Blvd. Ste. 1121 & 1123
Cocoa, FL 32922

Re: Appointment to the US 1 RDA

Dear Ms. McQueen,

The City Council will consider your application for appointment as a regular member to the US 1 RDA at its regular meeting on October 25, 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

U.S. 1 Corridor Redevelopment Agency	**Meets Fourth Monday Every Month @ 6:15pm**		**Expirations in June**	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Richard Louden – Chairperson (re-elected 8/2010)	547-A Delannoy Avenue, 32922	638-8804	6/14 Reappointed 4/10 Reappointed 6/06 Reappointed 3/98 Appointed	2018
James McCarthy (replaced Brenda Warner)	2603 Dade Court Cocoa FL 32922-7016 James1.jm26@gmail.com	631-0092 (w) 917-7910 (c)	06/11/13 Reappointed 12/11/12 appointed	2017
Laura J. Houston	109 N. Fiske Blvd. Cocoa, FL 32922-7211	208-1116 hm	07/15 appointed	2019
Annette Miele	3801 Arrowsmith Dr. Cocoa, FL 32926-6416	633-1000x639 (W) 795-4983 cell	05/14 Reappointed 04/10 Reappointed 04/09 appointed (to fill unexpired term of Kaz)	2018
Lawrence Koss (replaced N. Elliott)	2115 N. Indian River Drive Cocoa, FL 32922 llkosmosjr@gmail.com	266-7520 cell	10/14 appointed	2018
Vacancy-~~Ms. Jeri Blanco *(Vice Chairwoman, elected 4/2013)*~~	2106 Ivy Drive, Cocoa, FL 32922-5440	433-8105 (hm) 514-3531(wk) 514-3531(cell)	06/14 Reappointed 05/10 Reappointed 03/07 appointed	2018
Thomas H. Yardley	1970 Michigan Ave; Bldg. D 32922-5723	868-7959 633-0400	5/16 Reappointed 5/8/12 reappointed 6/08 reappt. 5/04 Reappointed 3/98 Appointed	2020
LIAISON	Councilwoman Warner		Updated 11/14	
Counsel: Joe Colombo				
RECORDING SECRETARY	Monica Arsenault	433-8532		

Legislation Details (With Text)

File #:	16-467	**Version:** 1	**Name:**	SR 524 Fire Station Mitigation Fees	
Type:	Resolution		**Status:**	City Business	
File created:	10/12/2016		**In control:**	City Council	
On agenda:	10/25/2016		**Final action:**		
Title:	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. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Conservation Easement 150018_1 Cocoa FS3-SR524-SJRWMD-R1-esign.pdf SJRWMD_ERPcomments.pdf Budget Resolution FY 2017.pdf BAF-PW-Mitigation (10-25-16) 16-467.pdf Deer_Park_Ranch_mitigation_agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 12, 2016
Agenda Date: October 25, 2016
Prepared By: Charlene Neuterman, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
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 negotiate and execute the Conservation Easement on the remaining portion of the parcel; and Authorize the City Manager to negotiate and execute the Agreement with Kempfer Ranch dba Deer Park Ranch, Ltd. Consistent with this agenda item.

BACKGROUND:

Architects Design Group (ADG) completed an extensive Station Location Analysis (SLA) / Response Time Optimization Study in 2014 to identify three station scenarios that would provide a four-minute or less response area within the City of Cocoa. This Analysis concluded that the location at 3503 SR 524, Cocoa, FL 32926. This station is named Satellite Fire Station #2 (Project # CP16F3).

Maximum optimization of the site design for FS#3 lead to direct impacts on existing wetlands. As a result of these impacts, both the St. Johns River Water Management District (SJRWMD) and the Army Corps of Engineers (ACOE) require mitigation of wetland impacts. SJRWMD requires the City conduct 'in-kind and in-basin' mitigation. The mitigation bank that meets the SJRWMD requirements is at Kempfer Ranch dba Deer Park, Ltd. In order to finish processing our Environmental Resource Permit with SJRWMD.

The City will need to enter into an agreement with Deer Park, Ltd as well as place a Conservation Easement over the remaining portion of the property where the fire station will be constructed. The City will agree to pay a total of $65,000 for the conservation easement over the Property. A payment of $65,000 will be due within 5 business day of the City receiving the St. Johns River Water Management District (SJRWMD) permit allowing impacts of the wetlands contained on the City's project site, or as otherwise required and approved by the city manager.

Staff requests approval to amend the FY 2017 Budget to transfer funds from 301-3580-519-62-00 to 301-3580-519-61-00 to cover the costs of the wetland mitigation. Staff furthermore, requests Council approval to authorize the City Manager to negotiate and execute the Conservation Easement and the Agreement with the Kempfer Ranch, dba Deer Park Ranch, Ltd consistent with the objective mitigating the aforementioned wetland impacts.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$(65,000)
Account Number	_301-3580-519-62-00
Account Name	_Capital Project - Buildings

Amount Requested	$ 65,000
Account Number	_301-3580-519-61-00
Account Name	_Capital Project - Land

PREVIOUS ACTION:

14-316, November 21, 2014 - Council approval for Fire Station Location Analysis and Facilities Study.

RECOMMENDED MOTION:

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 negotiate and execute the Conservation Easement on the remaining portion of the parcel; and Authorize the City Manager to negotiate and execute the Agreement with Kempfer Ranch dba Deer Park Ranch, Ltd. Consistent with this agenda item.

DEED OF CONSERVATION EASEMENT
PASSIVE RECREATIONAL USES

Prepared by:

_____
_____
_____
_____

Return original or certified recorded document to:
(Note: insert name and address of WMD or DEP)
_____
_____
_____

THIS DEED OF CONSERVATION EASEMENT is given this _____ day of _____, 20____, by _____ ("Grantor") whose mailing address is _____ to *(Note: insert name of WMD or DEP)* ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in _____ County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. _____ ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas; and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. Taxes. When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or

successors-in-interest, which shall be filed in the public records in _____ County, Florida.

14. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of _____ County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

15. Passive Recreational Facilities. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage in uses of the Conservation Easement Area that are not prohibited by the Permit (including any modification thereto) or Management Plan, and that are not inconsistent with any rule of the Grantee, and the intent and purposes of this Conservation Easement. Passive recreational uses that are not contrary to the purpose of this Conservation Easement may be constructed with the following limitations:

a. The Grantor may conduct limited vegetation removal but only to the extent necessary to construct boardwalks, mulched walking trails, observation platforms or other pervious or pile supported structures which have been approved in advance in the Permit (including any modification thereto) or Management Plan.

b. The construction and use of the approved passive recreational facilities shall be subject to the following conditions:

i. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Conservation Easement Area and shall avoid materially diverting the direction of the natural surface water flow in such area;

ii. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;

iii. Adequate containers for litter disposal shall be situated adjacent to such facilities and improvements and periodic inspections shall be instituted by the maintenance entity, to clean any litter from the area surrounding the facilities and improvements;

iv. This Conservation Easement shall not constitute authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to all applicable federal, state, _____ *(Note: insert name of WMD or DEP)*, and local permitting requirements.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, _____ ("Grantor") has

hereunto set its authorized hand this _____ day of _____, 20____.

_____,

☐ A Florida corporation or ☐ _____ (*choose one*)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Signed, sealed and delivered in our presence as witnesses:

By: _____ By: _____
(Signature) (Signature)

Name: _____ Name: _____
(Print) (Print)

STATE OF FLORIDA

COUNTY OF _____

On this _____ day of _____, 20___, before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of _____ _____ ☐ (corporation), a Florida corporation, or ☐ _____ _____ (*choose one*) and acknowledged that he/she executed the same on behalf of said ☐ corporation, or ☐ _____(*choose one*) and the he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

_____
(Signature)

_____
(Name)
My Commission Expires: _____

MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars ($10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, _____, the owner and holder of a mortgage dated _____, in the original principal amount of $_____ _____, given by _____("Grantor") to _____ _____ ("Mortgagee"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ _____ at Page _____,(together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____ _____, all of the Public Records of _____ County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by _____, in favor of _____*(Note: insert name of WMD or DEP)* _____ applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is made this _____ day of _____, 20___.

By: _____ _____
(Signature) (Mortgagee)

Name: _____

Title: _____
(Print)

WITNESSES:

By: _____ By: _____
(Signature) (Signature)

Name: _____ Name: _____
(Print) (Print)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (print name), as _____ _____ (title) of _____ (Grantor of Mortgage), on behalf of the _____ (Mortgagee, Grantor of the conservation Easement). He/She is personally known to me or has produced a _____ _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

_____ _____
(Signature) (Name)

My Commission Expires: _____

EXHIBIT A

[LOCATION MAP]

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

EXHIBIT C

[MANAGEMENT PLAN OR “INTENTIONALLY LEFT BLANK”]

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4736117&GUID=A731C4F2-CB6D-4E84-852F-E08DC54046F5* is a secure document that has been embedded in this document. Double click the pushpin to view.



St. Johns River Water Management District
Ann B. Shortelle, Ph.D., Executive Director

525 Community College Parkway S.E. • Palm Bay, FL 32909 • (321) 984-4940
On the Internet at www.sjrwmd.com.

August 24, 2016

David A. Lavender - *Sent via email*: dlavender@alleneng.net
Allen Engineering, Inc.

Re: Cocoa Fire Station #3 SR 524
Application Number: 146952-1
(Please reference the application number on all correspondence)

Dear Mr. Lavender:

The St. Johns River Water Management District (District) has received your Individual Environmental Resource Permit application. Upon review of the proposed project, the following technical information is needed to sufficiently review the application. This information is being requested under the authority granted to the District by sections 373.413(2) and 373.4131, Florida Statutes (F.S.), and rules 62-330.054, 62-330.060, 62-330.301 and 62-330.302, Florida Administrative Code (F.A.C.).

In order to expedite the review of your application, please use the application number referenced above and respond electronically through e-Permitting at sjrwmd.com/permitting or submit all requested information to the District.

1. The summary of the estimated seasonal high water table & permeability table in the stormwater calculations says the elevations are in NAVD; however, the construction plans are in NGVD. The elevations in the table are the same as the elevations of the boring locations on the plans so one of the datum label's must be in error. Please correct this discrepancy. [62-330.301(1)(a)(b)(c)(e)(i), *F.A.C.*]

2. In the stormwater calculations, a pre-development curve number of 25 was used for woods in good condition in Type A soils. According to the TR-55 manual, a minimum of 30 should be used. Please revise the pre-development curve number to 30 for this cover and soil type. [62-330.301(1)(a)(b)(c)(e)(i), *F.A.C.*]

3. The PONDS recovery model uses a horizontal hydraulic conductivity of 12 feet per day which is the specification for the material to be placed under the retention areas. The PONDS recovery model must be revised to use a horizontal hydraulic conductivity that is consistent with the native soil. [62-330.301(1)(a)(b)(c)(e)(i), *F.A.C.*]

4. Please revise the PONDS recovery model using the treatment volume required by the pollutant loading calculations for the project to demonstrate the system will recover within 72 hours. [62-330.301(1)(a)(b)(c)(e)(i), *F.A.C.*]

GOVERNING BOARD

John A. Miklos, CHAIRMAN ORLANDO
Fred N. Roberts Jr., VICE CHAIRMAN OCALA
Chuck Drake, SECRETARY ORLANDO
Carla Yetter, TREASURER FERNANDINA BEACH
Douglas C. Bournique VERO BEACH
John P. Browning, Jr. EAST PALATKA
Douglas Burnett ST. AUGUSTINE
Maryam H. Ghyabi ORMOND BEACH
Ron Howse COCOA

5. The wetland impact and mitigation summary references impacts in Basin 20 to be mitigated at a bank in Basin 18. This bank has suitable forested wetlands; however, the bank is not located in the same basin. An applicant must provide reasonable assurances that a regulated activity will not cause unacceptable cumulative impacts upon wetlands and other surface waters within the same drainage basin. Please address cumulative impacts from the proposed out of basin mitigation within your mitigation plan. Staff recommends that you modify your mitigation plan to provide in basin mitigation. It is suggested that you schedule a meeting with staff to discuss the mitigation of wetland impacts on this project. [10.2.8, 10.3.8 A.H.]

6. Plans show there will be a fill slope and not an undisturbed upland buffer in a portion of the site. Please note that in order to avoid assessing secondary impacts to the wildlife habitat functions of the wetlands, the upland buffer must be contiguous and must have a minimum width of 15 feet and an average width of 25 feet. The buffers must be left in their natural condition, may not be cleared or filled, and are required to be included in a conservation easement. The area shown as buffer on the plans is a planted fill slopes, not a natural upland buffer and so does not meet the criteria of 12.2.7, Applicants Handbook. Please be advised that if secondary impacts cannot be avoided, mitigation will be required. Secondary impacts may be reduced by means, including but not limited to, designation of upland buffers, planting of fill slopes adjacent to preserved areas with native vegetation instead of sod, installation of fencing and signs along the boundary of preserved areas. Please add notes to the grading plan indicating that no clearing or construction is allowed, and a fence (specify type) and signs will be installed along the boundary of the conservation easement area to form a visual barrier to and identification of the conservation area. [10.2.7, A.H.]

7. If mitigation is proposed through the transfer of previously purchased credits from the Colbert Cameron bank, please provide a letter of credit reservation or purchase from the banker that applies the credits to this project and permit. The letter should specify the number and type of credits. [10.3.1, Vol I, A.H.]

Please be aware, suggestions or other direction provided by District staff are offered to assist applicants in complying with District rules. However, applicants bear the burden of demonstrating that their application meets the applicable rule requirements. Although District staff may provide suggestions to applicants that would allow staff to recommend approval of an application to the District's Executive Director or delegatee, the final decision regarding the approval of a permit application is up to the District's Executive Director or delegatee. If an application is recommended for denial, the application will be scheduled for consideration by the District's Governing Board. Applicants are hereby advised the Governing Board and the Executive Director or delegatee are not bound by previous statements or recommendations of District staff regarding an application.

If the applicant desires to dispute the necessity for any information requested on an application form or in a letter requesting additional information, he or she may, pursuant to section 373.4141, F.S, and section 5.5.3.6, Environmental Resource Permit Applicant's Handbook Volume I (ERP A.H. Volume I) request that District staff process the application without the requested information. If the applicant is then unsatisfied with the District's decision regarding issuance or denial of the application, the applicant may request a section 120.569, F.S. hearing pursuant to chapter 28-106 and rule 40C-1.1007, F.A.C.

Please be advised that under section 5.5.3.5, ERP A.H. Volume I, the applicant has 90 days from the date the District makes a timely request for additional information to submit that information to the District. If an applicant requires more than 90 days to respond, it must notify the District in writing of the circumstances, at which time the application shall remain in active status for one additional period of up to 90 days. The District will grant additional extensions for good cause shown by the applicant. A showing that the applicant is making a diligent effort to obtain the requested additional information, and that the additional time period is both reasonable and necessary to supply the information will be considered good cause. In such case, the District will grant a specified amount of additional time.

If the applicant chooses not to, or is unable to, respond to the request for additional information within the above time frames, the application will be recommended for denial at the next regularly scheduled Governing Board meeting. An administrative denial is not a determination of the merit of an application and does not preclude the applicant from reapplying at a later time. However, the applicant will not receive a refund of processing fees submitted, and the District will not apply those processing fees to a subsequently submitted permit application or notice. If an applicant cannot provide the information within the applicable time frames, the applicant may wish to withdraw the application in accordance with section 5.5.3.7, ERP A.H. Volume I. Please note, pursuant to Rule 62-330.020(2), F.A.C., no construction may begin on the proposed project until a permit is issued by the District.

If you have any questions, you are encouraged to contact me at (321) 676-6621 or by email at lchurch@sjrwmd.com, or Kris Hebert at (321) 409-2107 or by email at khebert@sjrwmd.com.

Sincerely,

Leslie C. Church
Leslie Church, P.E.
Division of Regulatory Services

Kris D Hebert
Kris D. Hebert, Senior Regulatory Scientist
Division of Regulatory Services

cc: Susan Moor; Fariborz Zanganeh; John Juilianna

David S. Whitney - *Sent via email*: dwhitney@universalengineering.com
Universal Engineering Sciences

John A. Titkanich - *Sent via email*: gpalmer@cocoafl.org
City of Cocoa

RESOLUTION NO. 2016-115

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 25th day of October, 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 #: 3580 | DATE PREPARED: 10/12/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 65,000)	301-3580-519.62-00	CP16F3	Capital Projects Buildings	$ 6,660,000	$ 6,653,500	$ 6,588,500	$ 6,595,000
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 65,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 65,000	301-3580-519.61-00	CP16F3	Capital Project Land	$ 0	$ 6,500	$ 71,500	$ 65,000
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 65,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer Funds for Wetland Mitigation Agreement that is going to Council on October 25, 2016. Agenda 16-467

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/25/16 *RESOLUTION #:* 2016-115

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.

10/12/16	Charlene Neuterman	Digitally signed by Charlene Neuterman Date: 2016.10.12 15:52:26 -04'00'	10/18/16	Lea Taylor	Digitally signed by Lea Taylor Date: 2016.10.18 08:21:13 -04'00'		
Date	Requestor's Signature		Date	Finance Approval Signature		Date	Finance Director's Signature
10/13/16	Everett J. Wegerif	Digitally signed by Everett J. Wegerif	10/18/16	Cary Myers	Digitally signed by Cary Myers Date: 2016.10.18 08:33:12 -04'00'		
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

September 27, 2016

City of Cocoa
c/o Ms. Laura Rankin
65 Stone Street
Cocoa, Florida 32922

Re: Cocoa Fire Station No. 3
The Property: 18.5 acres of wetland mitigation land within lands owned by Deer Park Ranch, Ltd.

Dear Ms. Rankin:

Deer Park Ranch, Ltd. has prepared this Contract for your review and approval. It is our understanding that The City of Cocoa, or its assigns, desires to utilize the mitigation value of lands within Deer Park Ranch, Ltd. property to compensate for wetland impacts on the Cocoa Fire Station No. 3 project site. In connection with these plans, we make the following proposal:

1. Upon executing this Contract, Deer Park Ranch, Ltd. will agree to sell the City of Cocoa, or your assigns, the ability to place a conservation easement over the Property described above, for a price of sixty-five thousand dollars and 00/100 ($65,000.00). This price is based on 0.60336 acres of forested wetland impacts on the Cocoa Fire Station No. 3 project x 2 (based on a 2:1 ratio of mitigation) x $50,000, and also includes $5,000.00 for surveying and consulting fees. The subject property for the mitigation is located within the Jane Green Swamp.

2. Rights to mitigate on the Property will begin on the date this letter is signed by both Deer Park Ranch, Ltd. and The City of Cocoa and the submittal of payment from The City of Cocoa to Deer Park Ranch, Ltd. Please note that the remainder of the required mitigation will be provided through on-site mitigation per SJRWMD.

3. Deer Park Ranch, Ltd. agrees to cooperate and assist The City of Cocoa in your efforts, at your expense, to obtain proper environmental approvals, permits, etc. Deer Park Ranch, Ltd. will provide the necessary sketch and legal description of the 18.5 acres of conservation easement land and will execute the conservation easement document.

4. Upon execution of this Contract, the placement of the Property into a conservation easement shall be consummated within 10 business days subsequent to the issuance of the SJRWMD permit allowing the impacts of the 0.60336 acres of wetlands contained on the City of Cocoa Fire Station No. 3 project site, assuming the payment listed in Item 2 above has been made in a timely manner.

5. SJRWMD will require that Deer Park Ranch, Ltd. be a co-applicant and co-permittee on your City of Cocoa Fire Station No. 3 project site as Deer Park Ranch, Ltd. Will retain ownership of the mitigation land. Deer Park Ranch, Ltd. agrees to this requirement upon execution of this document.

If the provisions of this Contract are acceptable to you, please let this letter serve as your option to place the Property into a conservation easement by signing the enclosed copy of this letter and returning to us within 5 business days of City Council approval, along with the required payment, for execution. Upon receipt, we will execute the documents on our end and return a copy to the City of Cocoa.

Sincerely,

William C. Kempfer, Owner and General Partner
Deer Park Ranch, Ltd.

Accepted by:

_____ _____

City of Cocoa Date

_____ _____

William C. Kempfer Date
Owner, General Partner
Deer Park Ranch, Ltd.

Legislation Details (With Text)

File #:	16-468	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	10/12/2016			**In control:**	City Council
On agenda:	10/25/2016			**Final action:**	
Title:	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. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	benefits, Health Center, insurance, medical				
Code sections:					
Attachments:	Clinic Partnership Costs and Schedule_072916.pdf 06_14_16 Employee Health Center Services Agmt. (fully executed).pdf Interlocal Agreement Health Clinic FINAL CLEAN				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 12, 2016
Agenda Date: October 25, 2016
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
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.

BACKGROUND:

On May 13, 2014, City Council approved a three-year contract between the City of Cocoa and CareATC (CATC) for the administration of the City's Employee Health Center. The Health Center originally opened in September 2014 at twenty (20) operating hours weekly and in July 2015 the hours were increased to twenty-four (24). Since opening, utilization has steadily increased and has been received as a positive benefit for employees. The only improvement recommendation received from employees is to increase the operating hours.

Earlier this year, the Cities of Satellite Beach, Indian Harbour Beach, and Cocoa Beach posted a Request for Proposal (RFP) for a joint health center among their employee groups. Gehring Group, Satellite Beach's benefit broker, reviewed the proposal bids with the group. After Gehring's analysis, an alternative option was discussed with Cocoa Staff and of exploring a partnership with the City of Cocoa's Health Center with piggybacking on CATC's contract instead of pursuing any of the bids received through their RFP. Additionally, the City of Satellite Beach offered a potential location for a

second location. At that time, Gehring initiated a group meeting between all parties, and adding City of Rockledge because they had expressed interest in the past of considering a Health Center. Employee census data was collected and analyzed by Gehring Group to determine the proximity of employees to the proposed Satellite Beach location and Cocoa's location. The results of the data showed the sharing model between the two locations would benefit employees of all municipalities involved.

An initial joint meeting was held in April 2016 between City Managers and staff of Cocoa, Satellite Beach, Indian Harbour Beach, Cocoa Beach, and Rockledge. At that meeting there were discussions of health center concepts, potential staffing plans, and ideas of how things would be equitably split between the groups if we were all to enter into a sharing agreement. A second joint meeting was held between the proposed parties on June 6, 2016, where all parties with the exception of Indian Harbour Beach decided to move forward with further planning of Council approval.

At the regular City Council Meeting on June 14, 2016, Council approved a revised three-year agreement with CATC and authorized City Staff to work with the City Attorney to draft an interlocal agreement for the sharing of our health center. Changes to the contract allow for piggybacking and the "split" of operational items in the event a partnership is initiated. At that time, our City Attorney began to prepare the draft interlocal agreement that would require all interested parties to review and approve.

The City of Satellite Beach has selected a building for their location and has received letters of intent from Cocoa Beach and Rockledge for commitment to the construction project. The buildout and start -up costs associated with Satellite Beach's location will be split between the Cities of Satellite Beach, Cocoa Beach, and Rockledge. The buildout will have no financial impact on the City of Cocoa. The anticipated start date for this location is January 1, 2017, pending the construction process.

Details of the interlocal agreement includes cost sharing and allocation of operating expenses for the Cocoa and Satellite Beach health centers. The initial operating costs will be split according to each party's eligible headcount. At this time, the headcount split is:

City	Headcount	Percentage
Cocoa	492	48.6%
Cocoa Beach	191	18.9%
Rockledge	238	23.5%
Satellite Beach	91	9.0%
Total	1012	100%

Annually by June 15, the parties will meet to review the pro-rata share for the next fiscal year based on the headcount estimates of October 1 of the ensuing year. At that time, with mutual agreement between the parties it will be determined whether to continue splitting by headcount versus by actual health center utilization versus employee and retiree headcounts. In accordance with the CATC contract, each municipality will be invoiced individually for its own administration fees, prescriptions dispensed and laboratory services.

The initial term of this interlocal agreement is through September 30, 2017 with automatic renewals on an annual basis with mutual agreement between the parties. In the event a party requests to

terminate the agreement, there will be a reallocation of expenses in the following fiscal year.

CATC will begin to move forward with the construction and staffing of the Satellite Beach location. At this time, the operating hours have not been formally set. However, it is anticipated there will be an increase to operating hours at the Cocoa location in addition to a second provider being added to share between Cocoa and Satellite Beach.

The Employee Health Center was approved in the Fiscal Year 2017 budget. This sharing agreement will add to the value of the City's Employee Health Center benefit without any additional annual costs to the City. This agreement will be effective after approval from the other City Councils. The tentative meeting schedule is:

- City of Rockledge - November 2, 2016
- City of Satellite Beach - November 2, 2016
- City of Cocoa Beach - November 3, 2016

This completion of this Agreement took a substantial amount of effort by each of the four cities. Staff is of the opinion that it represents a good example of intergovernmental cooperation at the local level. The general objective of the Agreement is to promote the well-being and health of city retirees, employees and their dependents by sharing mutually beneficial resources with the intent of attempting to reduce costs to all parties in the long term.

STRATEGIC PLAN CONNECTION:

The offering of the Health Center enhances the City's benefit program, which assists in containing the City's financial sustainability with health insurance costs and helps attract and retain qualified employees long-term.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

At a Regular City Council Meeting on June 14, 2016, Council authorized the City Manager to negotiate and sign a revised three-year contract with CareATC and future renewal terms. Staff was authorized to work with the City Attorney and the Gehring Group to negotiate terms of an Interlocal Agreement with other local governments for the sharing of the health center facility.

At a Regular City Council Meeting on April 26, 2016, Council authorized the City to increase the purchase order for CareATC for the remainder of Fiscal Year 2016.

At a Regular City Council Meeting on May 13, 2014, Council approved a three-year multi-year contract with CareATC and the resolution for the budget amendments and budget transfers. The City Manager was authorized to execute the multi-year lease with CareATC approved as to legal form and content by the City Attorney.

RECOMMENDED MOTION:

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.

Clinic Partnership Proposal
2 Clinic Locations (Cocoa, Satellite Beach)
48 Hour per week schedule
100% PHA Participation

	Cocoa	Rockledge	Cocoa Beach	Satellite Beach	Indian Harbour Beach	Total
Employees	492	238	191	91		**1012**
Employee Split	49%	24%	19%	9%		**100%**
Administration Fee (PEPM)	$21.00	$21.00	$21.00	$21.00		
Total Administration	**$123,984**	**$59,976**	**$48,132**	**$22,932**		**$255,024**
Staffing Cost	**$180,403**	**$87,268**	**$70,034**	**$33,367**		**$371,072**
		Pass Through Cost Estimates - Billed to Each Group based on Usage				
Supplies/Rx Estimate (PEPM)	$12.50	$12.50	$12.50	$12.50		
Supply Total	$73,800	$35,700	$28,650	$13,650		**$151,800**
Personal Health Assessment	$29.25	$29.25	$29.25	$29.25		
100% PHA Participation	*$14,391*	*$6,962*	*$5,587*	*$2,662*		***$29,601***
PHA Event*(1)*	$7,500	$7,500	$7,500	$7,500		**$30,000**
Total (Recurring Costs)	**$400,078**	**$197,405**	**$159,903**	**$80,111**		**$837,497**
Satellite Beach Facility Costs						
Start Up Cost Share %		46%	37%	18%		
Build Out (Pending Site Review)	N/A	$45,769	$36,731	$17,500		**$100,000**
Start Up Costs	N/A	$17,507	$14,050	$6,694		**$38,250**
Estimated Total (1 Time Cost)		**$63,276**	**$50,780**	**$24,194**		**$138,250**
Total Costs	**$400,078**	**$260,681**	**$210,683**	**$104,305**		**$975,747**

(1) - PHA Cost includes cost of assessment, labs, and booklets mailed to participants. Blended cost used based on cost of $31.75 for males over age 45 and $26.75 for all others. Assumes all employees take PHA. (2) Travel costs are based on each entity having their own PHA event for comparison purposes. Travel and event costs may be split if multiple entities hold events at concurrent times, or back to back to another entities' event. Build out costs are estimated - review of building and site plans will determine final construction costs.

Employee Health Center Service Agreement

THIS EMPLOYEE HEALTH CENTER SERVICE AGREEMENT ("**Agreement**") is made and entered into as of the 13th day of July, **2016** by and between **CareATC, Inc. an Oklahoma company** ("CATC") and **the City of Cocoa, a Florida municipal corporation,** ("City"). Together CATC and the City may be referred to as "**the Parties.**"

WHEREAS, the City has established and maintains a group health plan for its employees, retirees, and dependents and said plan has more than 50 participants; and

WHEREAS, the City desires to provide its employees, retirees and dependents additional opportunities to improve their health and productivity by providing voluntary, convenient health care options to eligible employees, retirees, and dependents;

WHEREAS, the City desires that the Employee Health Center will lessen employee sick days and decrease the City's health care costs by providing an optional employee health benefit;

WHEREAS, CATC is a vendor that provides employee health center services to employers for the benefit of employees and others deemed eligible by the employer for the purpose of treating minor illnesses; conducting health assessments, physicals, and screenings; providing vaccinations, acute and injury care, and laboratory services; and dispensing certain medications;

WHEREAS, the Parties mutually desire for CATC to furnish Health Professionals to provide certain medical services at an Employee Health Center provided by the City to the Participants of the City's Medical Benefits Plan on the terms and subject to the conditions contained herein; and

WHEREAS, CATC and the City in its capacity as Plan Administrator, hereby acknowledge and agree that each is a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");

NOW, THEREFORE, and in consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows:

1. Definitions:

a. **Covered Services:** Covered Services are limited to the services set forth in Section 2(b) of this Agreement.

b. **Employee Health Center:** Health center providing voluntary health services to eligible individuals for the purpose of treating minor illnesses, conducting health assessments, physicals, and screenings, providing vaccinations, acute and injury care, laboratory services and dispensing certain medications under the direction, supervision and control of the Health Professionals retained by CATC.

c. **Health Center Improvement Costs:** All of the costs to design, construct and install the Employee Health Center, including, without limitation, the costs of the following:

(1.) All design and construction work required to construct the Employee Health Center upon the premises,

(2.) All permits, connection fees, plan checks, inspections and license fees related to the construction and installation of the Employee Health Center required in and for the premises; and

(3.) All other costs related to the construction and installation of the Employee Health Center, including without limitation, the cost of labor, materials, supplies, contractor's overhead, fees and general conditions.

d. **Health Professionals:** Physicians, medical professionals, nurse practitioners, nurses, licensed practical nurses, registered nurses, physician assistants, and/or any medical assistant.

e. **Participants:** Those individuals deemed eligible to participate in the **City's** Medical Benefits Plan.

f. **Plan:** The City's group health insurance and benefits plan.

g. **Plan Administrator:** Oversees the administration of the City's medical benefits plan, determines questions of Plan eligibility and interprets the terms of the Plan.

h. **Protected Health Information or ("PHI"):** as defined by 45 C.F.R. §160.103.

2. Scope of Work

a. CATC will administer a medical Employee Health Center located, operated and implemented as described in Exhibit A to this Agreement. The Employee Health Center shall be staffed with Health Professionals retained by CATC.

The Employee Health Center will be available to the Participants, as defined herein, and who are communicated to CATC by the Plan Administrator and/or the City as being eligible. Participants will not be required by CATC to use the Employee Health Center or any service provided by CATC; provided, however, CATC reserves the right to deny services to any Participant for reasonable cause and with prior written notification to the City.

b. The services listed below are collectively referred to throughout this Agreement as "**Covered Services.**"

(i) Health assessments for Participants who elect to utilize the Employee Health Center. Such assessments will be comprised of (a) blood draws and data collection for each Participant conducted by qualified and licensed personnel either at an agreed upon location or at the Employee Health Center; (b) standard laboratory work; (c) a hard copy individually printed report mailed to each Participant's home address; and (d) aggregate reports of findings to the City. Such aggregate reports shall contain data regarding individual patients that is grouped to allow conclusions about the patient population to be made, but shall not contain any information linking such data to any identifiable individual patient.

(ii) Aggregate Participant population analyses to improve chronic disease and medication management. Such aggregate analyses shall contain data regarding individual patients that is grouped to allow conclusions about the patient population to be made, but shall not contain any information linking such data to any identifiable individual patient.

(iii) Primary medical care to include, but not limited to:

(1.) Minor acute illness evaluation and available treatment for minor illnesses such as, but not limited to, coughs, earaches, fevers, headaches, and sinus infections.

(2.) Chronic illness evaluation, which includes evaluating, diagnosing, treating and managing typical chronic illnesses that are handled at the Employee Health Center, such as, but not limited to, blood sugar, blood pressure, cholesterol, BMI and tobacco cessation.

(3.) Minor medical procedures that are within the Health Professionals' scope and abilities and that can be performed at the Employee Health Center, with available equipment, and during operating hours.

(iv.) Pharmaceuticals, as agreed upon by CATC and the City, will be available to treat common illnesses, including, but not limited to:

(1.) Infections
(2.) Hypertension
(3.) Hyperlipidemia
(4.) Diabetes
(5.) Infectious Disease (including antibiotics)
(6.) Gastro esophageal/reflux disease
(7.) Asthma
(8.) Chronic lung disease

No controlled substances will be stocked.

(v.) A program to provide Health Professionals seminars and roundtables to improve skills in meeting Employee Health Center goals.

(vi.) Necessary laboratory work to support the services listed above, including, but not limited to blood draws.

CATC will furnish Health Professionals to provide Covered Services, and will advise the City whether a physician candidate is board-certified or board-eligible.

c. CATC shall furnish temporary Health Professionals to perform Covered Services to the extent necessary to provide such services, and will notify the City as soon as possible thereafter. Temporary coverage shall be considered a period not to exceed ninety (90) days. CATC may replace an existing Health Professional on a permanent basis to perform Covered Services following notification to the City.

d. The parties may not expand the scope of work in accordance with this contract unless both parties have agreed in writing.

3. Fees

The City agrees to pay CATC in accordance with the fee schedule explained in Exhibit B to this agreement. Such fees will include amounts (as invoiced to CATC) for supplies, equipment, construction, services, and personnel. If any tax, fee, or assessment is payable with respect to any good or service provided by CATC under this Agreement (other than a tax on CATC's income), City will pay such tax or fee in addition to the other fees described in this Agreement.

4. Rate Increases

The Rates set forth in Exhibit B shall remain in effect for the initial term of this Agreement. Rates, except where expressly implied in this Agreement, may only be changed upon the mutual written agreement of the Parties.

5. Term and Termination

This Agreement shall be effective upon execution by both parties ("**Effective Date**"), and, with the exception of the indemnification and insurance provisions, which shall survive termination of this Agreement; this Agreement shall terminate three years after the Effective Date. At the sole option of the City, the City Manager will have the option to renew the Agreement for three additional thirty-six (36) month extensions beginning after the expiration of the original term. The City's City Manager may exercise this renewal option by providing CATC with at least ninety (90) days of written notice of the anniversary of the commencement date.

Either Party may terminate this Agreement, with or without cause, by providing to the other Party as designated in the Notice Section of this Agreement written notice no less than ninety (90) days prior to the proposed date of termination.

6. CATC's Responsibilities

a. CATC shall be solely responsible for actions and/or omissions of any agent or any employee used in connection with providing the Covered Services contemplated by this Agreement. City shall not have any control or involvement in the independent exercise of medical judgment by the Health Professional, and the City shall not incur any liability for the actions or omissions of the Health Professional and/or any agent or any employee used by the Health Professional including, without limitation, any Health Professional in connection with this Agreement. CATC agrees to indemnify and hold harmless the City from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorney's fees, which City may incur in connection with CATC's furnishing of Health Professionals, or with the Covered Services provided by them, under this Agreement.

b. CATC shall construct the Employee Health Center in accordance with the CATC standard specifications which CATC reserves the right to change, with prior written notice to the City, and pursuant to a General Lease to be entered into between the Parties for the premises located at 128 Lemon Avenue, Cocoa, Florida 32922.

CATC shall be solely responsible for payment of, on a timely, lien-free basis, the entire Health Center Improvement Costs; provided, however, that the City shall provide CATC with Tenant Improvement Dollars in an amount not to exceed One-Hundred Thousand Dollars ($100,000.00), and Start Up Dollars in an amount not to exceed Forty Thousand Dollars ($40,000.00) as more specifically set forth in such General Lease.

c. CATC shall obtain or be in possession of all licenses and permits necessary to provide all services under this Agreement.

d. CATC shall purchase the supplies and equipment that are commonly needed for the operation of the Clinic and to provide the Covered Services. These supplies include the standard formulary and non-dispensing drugs, disposable and non-disposable medical supplies and standard laboratory services. CATC will maintain lists of the standard formulary, laboratory services and other supplies. These standard lists may be periodically reviewed and modified. Any changes to the standard lists will be communicated to Client in writing. CATC will ensure that a regular inventory of all supplies is conducted. CATC's Employee Health Center Employees shall notify CATC when supplies need to be reordered and CATC will reorder new supplies. CATC will provide the City with the receipt for supplies on request. CATC will use reasonable efforts to purchase such equipment and supplies at the commercially reasonable cost for such types of purchases.

e. CATC shall arrange for lab services, including courier pick-up. CATC will pay for all labs performed and will invoice the City according to Exhibit B. CATC will provide the City with the receipt for lab services on request.

f. CATC shall arrange for the pickup and disposal of medical waste at City's expense. Disposal shall be handled by CATC in accordance with applicable provisions of law. CATC agrees to indemnify and hold harmless the City from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorney's fees, which City may incur in connection with CATC's handling of medical waste under this Agreement.

g. CATC shall provide monthly to the City and/or the Plan Administrator the reports described below. CATC shall ensure that information in any report identifying a specific individual Participant will be removed from the report before such report is provided to the City and/or the Plan Administrator. Moreover, it is specifically agreed and understood by the Parties that provision of reports to the City is for informational purposes only and not for the purposes of inviting the City to make health or medical decisions for employees nor to substitute the City's judgment or control over the judgment of the CATC regarding any of CATC's responsibilities as set forth in this Agreement.

   (i.) Reports generated from *eClinicalWorks*, the electronic medical records system. Reports available for established reporting periods include but are not limited to, chronic disease management, Employee Health Center utilization, and aggregate health trends. Report data to be provided to the City shall include, but not be limited to, (a) the number of Participants, (b) the number of unique Participants for whom Employee Health Center services are provided, (c) the percentage of available Employee Health Center appointment time attended and not attended, and

(d) an aggregate summary indicating the types of conditions, treatments, and services provided; such aggregate summary shall contain data on individual patients that is grouped to allow conclusions about the patient population to be made, but shall not contain any information linking such data to any identifiable individual patient.

(ii.) Medication usage report from Dispensing Solutions, Inc.

(iii.) Patient satisfaction reports.

h. CATC shall provide Participants who participate in the PHA program with a hard copy of their individual printed Personal Health Assessment report through mail to each Participant's home address, and have electronic individual reports accessible via the CareATC secure Internet Partner portal. These reports will not be available to the City and/or Plan Administrator, except on an aggregate basis where such reports contain no information identifying any particular individual(s), unless the Participant signs a HIPAA Authorization for CATC to provide the City and/or Plan Administrator access.

i. CATC shall contract with Health Professional(s) to provide services to the City at the Employee Health Center.

Each Health Professional will be subject to the following terms per his/her agreement with CATC:

(i) Will have the right to determine his/her own means and methods of providing Covered Services within acceptable levels established through the oversight and quality control functions performed by CATC's Medical Directors.

(ii.) Will give due consideration when making referrals for additional medical care outside the scope of the Employee Health Center Covered Services to health providers identified by the City as "in network" for purposes of a health plan. Physicians may make other referrals based on patient preferences, concerns about quality or availability, lack of coverage, or other reasonable bases.

(iii) Will not bill or otherwise solicit payment from Participants, their dependents, the City, or the City's insurers or benefit plans, for the Covered Services provided by the Health Professionals in the Employee Health Centers. Exception to this clause will be for CATC clients who elect the Health Savings Account Option ("HSA").

(iv) Will be required to comply with applicable laws and regulations with respect to the Covered Services.

(v.) Will be required to provide Covered Services in a professional manner consistent with Covered Services provided in the community.

j. CATC shall require that any physician performing services at the Employee Health Center maintain the following credentials:

(i) A license to practice medicine in the State where services are to be rendered without limitation, restriction or suspension;

(ii) The absence of any involuntary restriction placed on his/her federal Drug Enforcement Agency ("DEA") registration;

(iii) Good standing with his/her profession and state professional association; and

(iv) The absence of any conviction of a felony.

k. CATC will provide for and be responsible for the cost of all computer systems software and licensing, and will further provide for all administration and computer systems support of any software used exclusively by CATC in operating the Employee Health Center.

l. CATC and the Employee Health Center will not discriminate with regards to access to Employee Health Center services on the basis of race, color, creed, national origin, disability, gender, religion, pregnancy, status as an active or former member of the military, sexual orientation or any other basis on which any applicable law, rule or regulation prohibits discrimination.

7. City Responsibilities

a. The City will provide the premises located at 128 Lemon Street, Cocoa, Florida 32922, for the Employee Health Center pursuant to a General Lease entered into between the parties separate and apart from this Agreement. Such General Lease term shall run simultaneously with the Term of this Agreement for an annual rent amount of One-Dollar ($1.00), and shall automatically terminate upon termination of this Agreement.

In accordance with the General Lease, the City will provide the following items and services for the operation of any on-site Employee Health Center: electricity; heat and cooling; ventilation; hot and cold running water; lighting and bulb replacement; structural and cosmetic repairs to the facilities; regular trash and janitorial service, as-needed janitorial service during Employee Health Center hours; security; access; telephone, separate fax, and high-speed Internet service. Medical Waste Services will be provided by CATC; however, the services will be provided at the expense of the City.

b. The City shall provide to CATC Tenant Improvement Dollars for build out of the Employee Health Center by CATC in an amount not to exceed One-Hundred Thousand Dollars ($100,000.00), and Start Up Dollars in an amount not to exceed Forty Thousand Dollars ($40,000.00) as more specifically set forth in such General Lease

c. The City and/or the Plan Administrator shall create a list of eligibility requirements for use of the Employee Health Center and shall provide CATC with a list of eligible Participants (Eligibility List) and their social security numbers. Eligible Participants will not be added or permitted to obtain Employee Health Center services until the social security number has been provided.

Should the City choose not to provide Participant's social security number as the Participant's unique identifier, then the City agrees to work with CATC IT department in

order to meet CATC requirements for a unique identifier that is acceptable for use with CATC systems.

The City shall be responsible for submitting the Eligibility List on no less than a monthly basis and no later than the 5th day of each month. Eligibility Lists submitted by the City shall meet specification requirements provided by CATC. CATC shall provide the City reasonable notice of any necessary changes to the specifications.

d. The City and/or the Plan Administrator will not discriminate with regards to eligibility on the basis of race, color, creed, national origin, disability, gender, religion, pregnancy, status as an active or former-member of the military, sexual orientation or any other basis on which any applicable law, rule or regulation prohibits discrimination.

e. The City and/or the Plan Administrator shall communicate the availability of the Employee Health Center, the hours and location of the Employee Health Center, and the services that the Employee Health Center provides to all eligible Participants.

f. The City and/or the Plan Administrator shall be responsible for determining the extent and means by which the Employee Health Center and the provision of Covered Services are to be integrated with the Plan. The Plan Administrator and/or the City is responsible for amending the terms of the Plan, as necessary; amending any employee handbook or other statement of corporate policies, as necessary; and/or establishing a separate medical plan, in order to ensure compliance all applicable laws.

g. The City and/or the Plan Administrator shall communicate to CATC and all Participants any changes to and/or the creation of any benefit plans and/or corporate policies resulting from the execution of this Agreement that may materially affect the operation of the Employee Health Center or Participant's access to Employee Health Center services.

h. The City will maintain all corporate authority, licenses and permits as required to perform its obligations in accordance with this Agreement.

i. The City acknowledges and will support CATC's policies (a) to require patients to leave weapons outside of the examination room area in accordance with applicable law or unless the patient is required as part of their job to carry a weapon, and (b) to prohibit smoking in or near the Employee Health Center. If patient(s) are required to carry a weapon as part of their job, CATC will provide at the City's expense locked storage in each examination room to be utilized for the duration of time that the patient is being treated.

8. Removal of Health Professionals

a. The City may submit to CATC a written recommendation to remove any Health Professional, together with a reason for such recommendation.

b. CATC will have a reasonable period of time (not less than ten (10) days after City's recommendation) to investigate the situation. If, after the investigation of the matter of concern, CATC desires that the Health Professional be replaced, CATC shall immediately commence actions to recruit another Health Professional to provide services at the Employee Health Center. CATC is authorized to provide a temporary replacement

during the interim period of recruiting and hiring such Health Professional. Notwithstanding the foregoing, CATC has the final decision-making authority to determine whether to remove and/or replace any Health Professional.

c. The following circumstances shall be grounds for immediate removal:

(i) Failure of Health Professional to possess or maintain appropriate credentials, including those set forth in Section 6(j) of this Agreement.

(ii) Failure of Health Professional to qualify for required insurance coverage.

(iii) Unacceptable quality of service; it is determined in good faith that Health Professional is negligent or does not meet expected standards as determined by CATC or the City in the performance of health care services.

(iv) Endangerment by the Health Professional of the health, life or safety of any patient, co-worker or other person.

9. Insurance and Liability

Prior to execution of Employee Health Center, the Parties will furnish documentation verifying they have obtained the required insurance in accordance with Exhibit C of this Agreement. Annually, upon the anniversary date(s) of the insurance policy renewal date(s), CATC will furnish the City with Certificate(s) of Insurance evidencing the coverage set forth, and the City will furnish CATC with a letter evidencing self-insurance and excess coverage set forth.

Both Parties agree to provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in such coverage.

Either Party may request verification of the certificates or copies of the insurance policies of the other Party at any time and, within fifteen (15) days after a Party's request, the other Party will furnish the requested documentation verifying that it possesses the required insurance.

10. Taxes

If the City, or certain City purchases, are exempt from a payment of certain sales taxes, the City agrees to pay all taxes passed through as invoiced by CATC and shall be responsible for obtaining any credit due from the applicable sales tax authority. The City may provide a copy of its tax exempt documentation to CATC for sales tax purposes regarding CATC's purchase of goods and items to be used solely for the benefit of the City's Employee Health Center to the extent permitted by Florida law.

11. Indemnification and Sovereign Immunity

Each Party (the "Indemnifying Party") agrees, to the extent permitted by law, to indemnify, defend and hold the other Party, its staff, directors, trustees, Partners, limited Partners, officers, agents, affiliates, contractors, employees, successors and assigns harmless from and against any and all claims, judgments and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to all losses arising out of (a) the breach of any term or condition of this agreement; and/or (b) the services performed or under (or

related to) this agreement and/or (c) the negligent and/or willful acts or omissions of the Indemnifying Party. This paragraph shall survive termination of this Agreement.

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.

12. Breach

If a Party commits a breach of this Agreement, the non-breaching Party may provide written notice of the breach to the breaching Party. Upon such notice, the breaching Party must be provided an opportunity to cure such breach within thirty (30) days. If the breaching Party fails to fully cure its breach within such thirty (30)-day period, the non-breaching Party may terminate this Agreement for cause, immediately upon written notice.

13. Non-Solicitation

During the term of this Agreement, the City will not indirectly or directly hire or retain, as a full-time or part-time employee, or on an independent contractor or consultant basis, any Health Professional that performs Covered Services during the term of this Agreement at the Employee Health Center, or otherwise directly or indirectly solicit or encourage any such Health Professional to discontinue performing services for CATC (whether as an employee or independent contractor or consultant), without the prior written consent of CATC, which consent shall not be unreasonably withheld

CATC will not prohibit a Health Professional from being directly or indirectly hired or retained by the City, as a full-time or part-employee or on an independent contractor or consultant basis, following the term or termination of this Agreement, in the event that (1) the Agreement is terminated by CATC for reason other than breach on the part of City as provided for in this Agreement, or (2) CATC elects to not retain the Health Professional as an employee of CATC, or (3) the Agreement is terminated by the City for reason of breach on the part of CATC as provided for in this Agreement.

14. Data Encryption

The City will implement appropriate computer and data encryption and security measures to secure all information furnished between the City and CATC. The City will immediately notify CATC of any suspected or confirmed loss, copying or disclosure of Protected Health Information and to include electronic PHI that has been furnished (or intended to be furnished) to or by CATC. The Parties will provide timely cooperation to each other in (a) providing any required notices to patients, Participants, or others relating to a suspected or

actual loss or disclosure of PHI, consumer credit information, or other information for a possible loss or disclosure triggering a legal obligation to provide notices, and in (b) attempting to mitigate such a loss or the effects of such a loss.

15. Records & Privacy

a. Medical Records and PHI

(i) Medical records shall be maintained by CATC and/or the Employee Health Center with respect to all of the Participants who are patients. Health Professionals will maintain such medical records consistent with the accepted practice of the community in which the Health Professionals provide Covered Services, and in accordance with HIPAA privacy standards.

(ii) Unless specifically directed by the patient, all patient records will be accessible only to the Health Professionals providing medical services at the Employee Health Center for diagnostic and educational purposes.

(iii) PHI information will be maintained in a professional manner consistent with HIPAA privacy standards. Patients will be notified by CATC or Employee Health Center of the standard Privacy Practices as maintained by CATC which may be modified from time to time and patients will be provided with the updated requirements.

(iv) Patients will be provided by CATC or the Employee Health Center with notice of Patient Rights which may be modified from time to time and patients will be provided with the updated requirements.

(v) All patient records, and all PHI data and information maintained in connection with this Agreement, will be the sole property of CATC and Health Professionals contracted to provide services. All PHI, and all other data, information, documents or other information of any type relating to patients covered under this agreement, or services provided to such patients, will be the sole and exclusive property of CATC.

(vi) The City and CATC agree that all PHI and medical information and records will be subject to HIPAA and other privacy rules. The City will not be entitled to have access to any PHI or medical records or information maintained by Health Professionals, except for "de-identified" and aggregated group information provided as part of the Covered Services.

(vii) Notwithstanding the above terms, all Workers' Compensation medical records shall be lawfully maintained and available to the City to the extent authorized by law.

(viii) Anything herein to the contrary notwithstanding, CATC and the City will maintain all PHI as confidential and will not disclose such health information to any third party or use such health information for commercial advantage or personal gain, except as permitted by HIPAA and CATC's HIPAA Notice of Privacy Practices. All obligations to maintain confidentiality of health information will survive termination of this Agreement indefinitely. The City acknowledges receipt of CATC's Notice of Privacy Practices and Patient's Rights. CATC has the right to modify both the Notice of Privacy Practices and Patient's Rights upon written notice to the City.

(ix) To ensure compliance with the above, CATC and the City shall develop and implement policies, standards and procedures to protect the confidentiality and security of the medical records. Further, CATC shall ensure that Health Professionals and other employees are trained in CATC's policies, standards and procedures.

b. Public Records

In addition to all other contract requirements as provided by law, CATC agrees to comply with public records law specifically to:

(i) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service being provided by CATC hereunder.

(ii) 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 for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.

(iii) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(iv) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of CATC 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 City in a format that is compatible with the information technology systems of the City.

CATC hereby acknowledges and agrees that if CATC does not comply with a public records request, the City shall have the right to enforce the contract provisions in accordance with this Agreement.

Nothing contained in this subsection shall be construed or interpreted as CATC acting on behalf of the City when providing Covered Services to Participants as required hereunder.

If CATC does not comply with a public records request, the City shall have the right to enforce the provisions of this subsection. In the event that CATC fails to comply with the provisions of this subsection, and the City is required to enforce the provisions of this subjection, 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 CATC's failure to comply with the provisions of this subsection, the City shall be entitled to collect from CATC prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this subsection against CATC. 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 CATC's failure to comply with the provisions of this subsection. This Paragraph shall survive termination of this Agreement.

16. Proprietary Information

a. "Proprietary Information" includes, among other information, all information that is not subject to public records disclosure as it pertains to CATC's business, employees, contractors, professionals, finances, contracts, strategies, marketing, legal claims, billing and collection practices, insurance, patients, medical practices, company policies, wellness initiatives or savings, information systems, data collections, costs or charges, statistics, information regarding Employee Health Center(s), staffing models, delivery systems, and/or other information that CATC identifies as such and wishes to remain confidential. Information that is made known to the general public is not Proprietary Information; however, all information not considered subject to public records disclosure in accordance with applicable law, furnished or exchanged under this Agreement and identified as such by CATC is to be considered Proprietary Information.

b. Except as expressly set forth herein, CATC will, at all times, exclusively own all right, title and interest in and to the following materials (collectively, "CATC Materials"): (a) any marketing collateral supplied by CATC hereunder; and (b) logos, trademarks, trade names and service marks. During the term of this Agreement, CATC hereby grants to the City a non-exclusive, non-transferable, royalty-free, revocable right and license to use, market, promote and display the CATC Materials in connection with the services performed by CATC hereunder. Except for those rights expressly granted herein, the City shall not grant, nor claim any right, title or interest in the CATC Materials. Similarly, except as expressly set forth herein, the City shall, at all times, exclusively own all right, title and interest in and to any marketing collateral supplied by the City hereunder; and the City logos, trademarks, trade names and service marks.

c. Each Party acknowledges that, during the term of this Agreement, it (the "Receiving Party") may receive or be exposed to information that the other Party (the "Disclosing Party") considers to be confidential or proprietary in nature. Each Party agrees that, except as contemplated in fulfilling its obligations hereunder, it will not, during the term of this Agreement and for a period of five (5) years thereafter, use directly or indirectly, for its own account or for the account of any other person, or disclose to any other person any confidential or proprietary information identified as such by the other Party or any affiliate of the other Party, including, but not limited to, supplier and customer lists, pricing and cost information, business plans and objectives, purchasing and marketing know-how, and methods and techniques in any form whatsoever. Each Party shall take such precautions with respect to the confidential and proprietary information of the other Party as it normally takes with respect to its own confidential and proprietary information, but in no event will it exercise less than ordinary care with respect to such information. In the event of a conflict between the terms of this Agreement and terms of any separate confidentiality or non-disclosure agreement between the Parties, the provisions of this Agreement shall control.

d. Notwithstanding anything to the contrary contained in this section, in the event the Receiving Party is required to disclose any confidential or proprietary information of the Disclosing Party pursuant to a court order or decree or in compliance with the rules and regulations of a governmental agency or in compliance with any law, the Receiving Party shall provide the Disclosing Party with prompt notice of such required disclosure so that the Disclosing Party may seek an appropriate protective order and/or waive the Receiving Party's obligation to comply with the provisions of this section.

e. Upon the written request of the Disclosing Party, the Receiving Party shall transfer all written records of the Disclosing Party's confidential or proprietary information to the Disclosing Party or, at the Disclosing Party's election, in lieu of the transfer of such written records to the Disclosing Party, the Receiving Party shall destroy all such information of the Disclosing Party in the possession of the Receiving Party where permitted by law. Upon the request of the Disclosing Party, the Receiving Party will promptly certify in writing to the destruction of such written confidential or proprietary information.

f. No document or information, authored by CATC, will ever be deemed a "Work for Hire" for the City. No information, idea, concept or report, developed or created by CATC, will be the City's property. The City agrees that CATC is and will be the author and owner of intellectual property (such as patentable ideas, copyrightable materials, trade secrets, or other ideas) conceived, developed or prepared by CATC, alone or with others, within the scope of any of CATC's contractual relationships with the City. The City will not receive any licensing or royalty rights, or rights to use copy or adapt any such intellectual property. CATC may register and hold in its own name all such intellectual property rights.

17. Marketing

Under no circumstances will either party advertise, disclose, market, or publicize the Partnership between CATC and the City or the existence of this Agreement in a manner inconsistent with State of Florida or any other public records law without the prior written consent of the other party.

18. Warranties

a. This Agreement is solely for the provision of Covered Services at the Employee Health Center or other location as agreed upon in writing by the Parties and its existence does not establish any wellness program, corporate policy, separate benefit plan or amendment of any benefit plan, program, or policy offered or required by the City.

b. This Agreement does not create any obligations of CATC or Health Professionals to administer any services not contemplated by the Scope of Work discussed in Section 2 of this Agreement. Covered Services are strictly limited to the services listed in Section 2b of this Agreement except as otherwise agreed upon by the Parties in writing.

c. The City and CATC are not acting in a fiduciary capacity. CATC is not a fiduciary of any health, medical or benefits plan offered by the City.

d. CATC is not responsible for eligibility determinations for Employee Health Center services. CATC shall solely rely on the eligibility information provided by the Plan Administrator and/or the City in allowing access to Employee Health Center services. CATC will not accept any appeals or claims for benefit or eligibility determinations. CATC will not be liable for any errors or omissions in eligibility information provided to it by the Plan Administrator and/or the City.

e. The attorneys of Brown, Garganese, Weiss & D'Agresta, P.A., have acted as counsel for City in connection with this Agreement and the transactions contemplated herein, and have not given legal advice to any party hereto other than the City. CATC is not a law firm and does not purport to give the City any sort of legal, tax, or fiduciary advice or guidance with respect to: City's and/or the Plan Administrator's responsibilities under this Agreement; amending any health, medical, or benefits plan offered by the City; formation of a wellness program or separate medical plan; obligations of the City and/or the Plan Administrator under local, state and federal law.

19. Independent Contractors

It is expressly understood and agreed that CATC and the City shall at all times during the term of this Agreement act as independent contractors, and neither Party shall have any authority to bind the other Party. Neither Party is intended to be an employee or employer of nor joint venturer with the other Party, and, neither Party shall function as an agent of the other Party. Each Party hereto shall be responsible for its own activities and those of its employees and agents.

Further, nothing contained herein shall be construed to create a Partnership, association or other affiliation between CATC and the City. In no event shall either Party be liable for the debts or obligations of the other except as otherwise specifically provided in this Agreement.

No provision of this agreement shall be deemed to create a relationship between the Parties of employer and employee, principal and agent, or any relationship other than that of the independent Parties contracted with each other on a non-exclusive basis.

Each Party's employees and contracted professionals will be the employees and professionals only of that Party and not of the other Party. CATC will have the exclusive authority to hire, fire, compensate, assign duties to, and direct the Health Professionals and its employees. CATC will be solely responsible to pay any applicable compensation or severance to its Health Professionals and its other employees. CATC shall have the sole obligation to withhold and pay all taxes, unemployment compensation, Social Security, Medicare, and other legally-required or authorized withholdings or payments, to or with respect to its Health Professionals and employees. CATC will be solely responsible for the actions or inactions of the Health Professionals and its employees.

20. Notices

Any notice, request, instruction, or other document to be given as part of this Agreement shall be in writing and shall be deemed given under the following circumstances: when delivered in person; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

If to CATC:

CareATC
4500 South 129th East Avenue
Suite 191
Tulsa, OK 74134

If to The City:

City of Cocoa
65 Stone Street
Cocoa, FL 32922
Attn: John Titkanich, City Manager

21. Waiver

Either Party may waive any of the terms or conditions of this Agreement at any time provided such waiver is in writing and signed by the Party granting the waiver. No such waiver will affect or impair the waiving Party's right to require the performance either of that term or condition as it applies on a subsequent occasion, or any other term or condition of this Agreement. A Party's failure to object, delay in requiring performance, or other action or inaction, will not be deemed a waiver of any term or condition of this Agreement or consent to a breach.

22. Force Majeure

CATC and the City will not have any obligations to provide, or liability for failure to provide, any good or service under this Agreement for any cause beyond each respective party's reasonable control including, without limitation, any Act of God, fire, flood, hurricane, environmental contamination, disruption in utilities, act or order of a governmental entity, act of terrorism, war, vandalism or other public disruption, destruction of records, disruption of communications or transportation, labor difficulties, shortages of or inability to obtain labor, material or equipment, or unusually severe weather, or any other cause beyond the respective party's reasonable control. In any such case, the Parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the Parties hereunder, to the extent reasonably practicable.

23. No Third Party Beneficiaries

This Agreement is not a third party beneficiary contract. No Participant, and no other person or entity, is an intended third party beneficiary of this Agreement.

24. Assignment

Neither Party shall have the right to assign or transfer its obligations under this Agreement, voluntarily or by operation of law, without first obtaining the written consent of the other Party, and any attempted assignment or transfer in the absence of such consent shall be void and of no effect. This Agreement shall not be assigned or transferred without prior written approval of the City Council.

25. Succession

Subject to the other terms of this Agreement, this Agreement will inure to the benefit of, and be binding on, each Party's permitted successors and assigns.

26. Captions

All Section captions are for reference only and will not be considered in interpreting this Agreement.

27. Severability

If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect, unless the absence of the invalid, void or unenforceable provision or provisions causes this Agreement to fail in its essential purposes in which case, the Parties will meet in good faith to consider negotiating amendments to this Agreement.

28. Appropriations Clause

The City, as an entity of government, is subject to the appropriation of funds by its legislative body in the amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall therefore be released of all terms and other conditions.

29. Further Actions

Each of the Parties agrees to execute and deliver such further instruments and actions as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof. In addition, the Parties agree to cooperate with one another in the fulfillment of their respective obligations under this Agreement.

30. Local, State, and Federal Laws

Neither Party shall take any action. in furtherance of this Agreement, which is illegal under any applicable federal, state, county and local rules, including without limitation, all statutes, laws, ordinances, regulations and codes (hereinafter "Laws"). Both Parties shall comply with all applicable Laws. Should either Party be found to have violated any Laws in furtherance of this agreement, it shall not be entitled to any costs or compensation.

31. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties further agree that in any dispute between them relating to this Agreement, exclusive state court jurisdiction shall be in the trial courts located in Brevard County, Florida, and exclusive federal court jurisdiction shall be in Orlando, Florida, any objections as to jurisdiction or venue in such courts being expressly waived.

32. Amendments

This Agreement may be amended only in writing signed by each of the parties. The only persons who have the authority to amend this Agreement on behalf of CATC are its Chief Executive Officer and President.

33. Entire Agreement

This document is intended by the parties as the final and binding expression of their agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements. Moreover, no representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

34. Attorney's Fees.

In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation or controversy shall be entitled to recover from the other party or parties all reasonable attorney's fees and paralegal fees, expenses and suit costs, including those associated with any appellate or post-judgment collection proceedings.

35. 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.

36. Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

37. Standard of Care.

In performing its services hereunder, CATC shall use the degree of care and skill ordinarily exercised, under similar circumstances by reputable members of its profession practicing in the same or similar locality.

38. Contractor's Signatory.

The undersigned person executing this Agreement on behalf of each party hereby represents and warrants that he/she has the full authority to sign this Agreement and to fully bind their principal to the terms and conditions set forth in this Agreement.

39. Authorization to Piggyback. This Agreement may be made available for use by other governmental agencies.

IN WITNESS WHEREOF, the Parties hereto have executed this Employee Health Center Service Agreement on the day and year first written above.

CATC:

CareATC, Inc.

By: _____

Title: CFO

The City of Cocoa, a Florida municipal corporation:

Name: _____

By: Henry U. Parrish III

Title: Mayor

EXHIBIT A

EMPLOYEE HEALTH CENTER
LOCATIONS, SCHEDULE AND IMPLEMENTATION

Type of Employee Health Center: Near Site

Name: City of Cocoa

Address: 128 Lemon Street

City, State, Zip: Cocoa, FL 32922

Hours/Staffing Schedule: Hours:

Monday	8:00am to 12:00pm
Tuesday	1:00pm -5:00pm
Wednesday	8:00am to 12:00pm and 1:00pm -5:00pm
Thursday	1:00pm -5:00pm
Friday	8:00am to 12:00pm

Staff: One physician and two medical assistants

The hours and/or staffing levels may be adjusted upon mutual agreement between the City and CATC.

Observed Holidays: The Employee Health Center shall be closed on the following observed holidays, unless otherwise agreed by the parties: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, and two floating holidays selected by the City - Martin Luther King, Jr.'s Birthday, and Veteran's Day

EXHIBIT B

CATC AND EMPLOYEE HEALTH CENTER FEES

The City agrees to compensate CATC for services rendered under this Agreement as follows:

1. The City agrees to pay for all initial setup expenses, including but not limited to equipment, supplies, pharmaceutical, and initial inventory.

2. CATC shall invoice the City for the cost of all service related expenses on a monthly basis. In addition, CATC may submit interim invoices for purchases, with prior written approval from the City, of equipment or supplies exceeding Two-Thousand and Five-Hundred Dollars ($2,500) in cost.

3. The City will pay all fees described in this Exhibit in accordance with the Florida Prompt Payment Act. If the City disagrees with any CATC invoice, the City shall pay all undisputed invoiced amounts, notify CATC of the disputed amount and the reasons for which it is disputed, and CATC will segregate such disputed amounts from undisputed amounts until the matter is resolved.

4. Fees Payable by the City:

   a. CATC Administration Fee: $21.00 Per Eligible Employee/Retiree Per Month

      The Monthly Fee shall cover the following:

      CATC Corporate Support
      Chief Medical Officer
      Facilities Management
      Contract Administration
      IT Support
      Materials\Purchasing Team
      Patient Access Call Center
      Reporting - Monthly, Quarterly, and Annual
      Quality Management and Credentialing RN
      Employee Health Center Operations Manager
      Accounting
      Chief Operating Officer
      Human Resources
      Implementation Team
      Marketing Team
      Partnership Relations Manager
      Physician & Staffing Recruiter

   b. Payment for Laboratory Testing and Pharmaceutical Drugs: The City will pay CATC on a monthly pass-through basis for the laboratory testing performed and medications dispensed on a pass-through basis. Such a system means that CATC will purchase these services and items, using reasonable efforts to secure bulk discounts in pricing.

   c. The City will reimburse CATC for all pass through costs of conducting Personal Health Assessments (PHA) for each participating adult. This will include staff, lab and travel costs. Current lab fees are $16.25, per Participant, plus $5.50 per PSA (males over the age of 45) one time per year or as otherwise authorized by the City, and a dedicated PHA Team to provide PHA related services as agreed upon by the Parties.

      Additional charge of $10.00 per hardcopy PHA Booklet, which includes printing and mailing costs and online access to CATC website for Participant.

(i) Travel Costs for annual PHA event: Subject to the City's prior written approval, the City agrees to pay CATC for all Travel Costs for CATC staff on a pass-through basis to provide onsite PHA related services.

(ii) Travel costs shall include car rental, airfare, baggage fees, hotel (double occupancy, per diem per PHA team member per current IRS per diem rates at time of travel, gas, parking, tolls, mileage at IRS Business Mileage Rate.

(iii) Whenever possible, CATC shall coordinate team travel for City Personal Health Assessments to be performed at the same time as other CATC clients in the area. If PHA services are provided to the City in conjunction with other area clients, CATC shall invoice the City only for a prorated share of travel expenses. The prorated amount for airfare shall be divided equally between the City and other area clients. All other travel expenses will be prorated based on the actual number of days Personal Health Assessments are provided for each area client.

d. Other Operational Expenses – CATC will invoice the City for 100% of health center operational expenses. In the event the City enters into inter-local agreement(s) with other entities to allow clinic access by other entities, these expenses will be apportioned based on total employee headcount.

(i) Payment for Health Professionals, the City will pay CATC for the cost of the Health Professionals on a pass through basis inclusive of all benefits provided by CATC to the Health Professionals. The rates below are estimated rates as of the date of this Agreement and include benefits provided by CATC to the Health Professionals. Any amounts greater than the estimated rates, must be approved by the City in writing in advance in order for such amount(s) to be effective. The Health Professionals' compensation will be reviewed and is subject to be changed on an annual basis, subject to the City's approval.

a. Doctor: salaried at a rate not to exceed $140 per hour.

b. Advanced Register Nurse Practitioner: salaried at a rate not to exceed $70 per hour.

c. Licensed Practical Nurse: hourly at a rate not to exceed $28.00 per hour

d. Medical Assistant: hourly at a rate not to exceed $24.00 per hour

e. The above hourly payment rates are inclusive of the following benefit costs for CATC's Employee Health Center Health Professionals: Social Security taxes, Medicare taxes, Federal and State Unemployment taxes, Workers Compensation, health insurance, 401(K) match, long term disability and paid time off for vacation, sick, continuing medical education and holidays.

f. Should a Health Professional leave on Short Term disability, the City will reimburse CATC separately as incurred at a rate of 60% of the employee's salary but not to exceed $1,000.00 per week. The short term disability will start after the employee has been out for 2 weeks and will be paid up to the time the long term disability becomes effective. An approved request for Short-Term Disability must be submitted and approved by CATC. In the event a Health Professional leaves on Short Term Disability, all temporary staffing costs will be passed through not to exceed the rates stated above.

g. CATC will be responsible for any fees incurred related to the recruitment of and/or hiring of Health Professional(s).

h. All hourly staff will be paid for actual hours worked inclusive of patient care beyond scheduled hours and opening/closing duties and will be paid overtime at the rate of one and one-half times the hourly rate for all hours worked in excess of 40 hours per week.

i. The number and types of the health professional staffing composition shall be based upon mutual agreement between the City and CATC.

(ii) Payment for Equipment, Supplies Licenses and Permits: The City agrees to pay CATC for equipment and supplies on a pass-through basis. CATC agrees to purchase the equipment and supplies, using reasonable efforts to secure bulk price discounts and competitive pricing. CATC will invoice the City for CATC's actual cost to purchase the equipment and supplies.

(iii) Payment for disposal of medical waste. CATC agrees to use reasonable efforts to secure competitive pricing and to invoice the City for the actual cost of the service.

(iv) Electronic Medical Records (EMR) Expenses:

a. Monthly maintenance fee (includes technology equipment): $250.00

b. Monthly license fee: 1 physicians @ $173.00 ea. = $173.00

c. Fax Line Gateway Service Fee: $40.00 per month (includes 500 faxes or 1,000 pages, whichever is reached first, plus $.04 per page for any overage)

d. EMR training to be provided to Employee Health Center staff, and invoiced by CATC to the City on a pass-thru basis.

e. Travel costs as approved by the City for Employee Health Center staff to attend EMR Training

5. Unless otherwise expressly stated herein, no other compensation will be paid to CATC by the City under this Agreement.

6. Notwithstanding that CATC's compensation is derived, in part, by hourly rates of Health Professionals providing Covered Services hereunder, such compensation shall not be construed or interpreted to create any employer- employee relationship between the City and said Health Professionals. Further, the City shall not be responsible or liable for paying or withholding payroll taxes or benefit fees for the Health Professionals. Said responsibility shall lie solely with CATC.

EXHIBIT C

INSURANCE AND LIABILITY

1. **CATC:** CATC agrees to obtain and maintain the following types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then such coverage may be obtained on a claims-made basis with a minimum three (3) year "tail" following the termination or expiration of this Agreement:

   a. General Liability - $1,000,000.00 / $3,000,000.00 of Comprehensive General Liability insurance including independent contractors, contractual liability, personal liability, and broad-form property damage endorsements, naming the City as an Additional Insured on all coverages.

   b. Automobile, Non-Owned Automobile and Hired Auto Liability - $1,000,000.00 combined single limit for any owned, non-owned, hired or borrowed automobile, naming the City as an Additional Insured.

   c. Worker's Compensation – Statutory in accordance with the laws of the State of Florida, and Employer's Liability Insurance in the minimum amount of $100,000 each employee each accident, $100,000 each employee by disease, and $500,000 aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

   d. Professional Liability - $1,000,000.00 per occurrence and $3,000,000.00 in the aggregate with an insurance company on behalf of any Health Professionals employed at the Employee Health Center, naming the City as an Additional Insured. Physician shall acquire and maintain personal professional liability insurance and shall notify CATC of any issues which might provide reason for, or require, alteration or termination of such insurance coverage.

   e. Property – If CATC is using its own property or the property of the City in connection with the performance of its obligations under this Agreement, then Property Insurance on an "All Risks" basis with replacement cost coverage for property and equipment in the care, custody, and control of others is required.

Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s), CATC will furnish City with Certificate(s) of Insurance evidencing the coverages set forth above. The policies must be specifically endorsed to grant the City of Cocoa the same notification rights it provides to the first named insured as respects cancellation and non-renewal. This endorsement must be attached to the Certificate of Insurance. In addition, CATC shall provide thirty (30) days written notice to City of any cancellation, non-renewal, termination, material change, or reduction in such coverage.

Additional Insured Requirements: Except as to Workers' Compensation, said Certificate(s) and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Cocoa, a municipal corporation of the State of Florida, its officers, agents and employees as Additional Insured. The name for the Additional Insured endorsement issued by the insurer shall read "City of Cocoa, a municipal corporation of the State of Florida, its officers, employees and agents." The Policies must be specifically

endorsed to grant the City the same notification rights that it provides to the first named insured as respects cancellation and non-renewal. This endorsement must be attached to the Certificate of Insurance.

Waiver of Subrogation: CATC shall agree by entering into this Agreement to a Waiver of Subrogation for each required policy. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should CATC enter into such a Contract on a pre-loss basis.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and failure to request evidence of such insurance shall not be construed as a waiver of CATC's obligation to provide for the insurance coverage specified.

Deductible Amounts: All deductible amounts shall be paid for and be the responsibility of CATC for any and all claims under this Agreement.

Note: CATC shall require that any medical waste company used by CATC shall submit a Certificate of Insurance for General Liability and Environmental Waste Disposal and shall name the City as an Additional Insured.

2. City. City agrees to obtain and maintain the following types of insurance:
   a. General Liability - $1,000,000.00 / $3,000,000.00 of Comprehensive General Liability insurance including premises, independent contractors, contractual liability, personal injury, and broad form property damage endorsements.
   b. Automobile, Non-Owned Automobile, and Hired Auto Liability - $1,000,000 combined single limit for any owned, non-owned, hired or borrowed automobile.
   c. Worker's Compensation – Statutory in accordance with the laws of the State of Florida, and Employer's Liability Insurance in the minimum amount of $100,000 each employee each accident, $100,000 each employee by disease, and $500,000 aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

   Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s), City will furnish CATC with a letter evidencing City's self-insured and excess coverages set forth above. City shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in such coverage.

   The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to CATC, and failure to request evidence of such insurance shall not be construed as a waiver of City's obligation to provide the insurance coverage specified.

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.

Prepared by and Return to:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss & D'Agresta, P.A.
P.O. Box 2873
Orlando, FL 32802-2873
(407) 425-9566

INTERLOCAL AGREEMENT
BETWEEN
THE CITIES OF COCOA, COCOA BEACH, ROCKLEDGE AND SATELLITE BEACH

(Sharing Employee Health Center Services)

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this _____ day of October, 2016, by and between the **CITIES OF COCOA, COCOA BEACH, ROCKLEDGE, AND SATELLITE BEACH,** each of which is a Florida municipal corporation (hereinafter collectively referred to as "Parties").

W I T N E S S E T H:

WHEREAS, the Parties currently provide group health service benefits to their respective employees, retirees and dependents in accordance with their own individual policies and programs; and

WHEREAS, in accordance with its own policies and programs, Cocoa has also established an Employee Health Center within the jurisdictional limits of the city of Cocoa, located at 128 Lemon Street, Cocoa, Florida 32922 (hereinafter referred to as the "Cocoa Health Center"), to provide additional health service opportunities for its eligible employees, retirees and dependents to improve their health and productivity by providing voluntary, convenient health care options; and

WHEREAS, prior to the effective date of this Agreement, Cocoa retained the services of CareATC, Inc., an Oklahoma company (hereinafter referred to as "CATC") to serve as the medical services administrator of the Cocoa Health Center, pursuant to a

competitively awarded bid and written agreement dated June 14, 2016 ("CATC Agreement"); and

WHEREAS, the CATC Agreement generally provides that CATC will furnish health professionals to provide certain limited health services at the Cocoa Health Center including, but not limited to, treating minor illnesses; conducting health assessments, physicals and screenings; providing vaccinations, acute and injury care and laboratory services; and dispensing of certain medications; and

WHEREAS, Satellite Beach is currently in the process of designing and constructing its own health center, within the jurisdictional limits of Satellite Beach located at 1087 S. Patrick Drive, Satellite Beach, Florida 32937, for its employees, retirees and dependents, which is scheduled to open and commence providing health services in Satellite Beach's 2016/2017 fiscal year (hereinafter referred to as the "Satellite Beach Health Center"); and

WHEREAS, Cocoa and Satellite Beach wish to share their respective health centers with all of the Parties whereby each Party will be able to afford their respective employees, retirees and dependents an opportunity to voluntarily utilize the two health centers in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, it is the intent and purpose of this Agreement to set forth the terms and conditions under which the eligible employees, retirees and dependents of the Parties may utilize the Cocoa and Satellite Beach Health Centers and costs will be shared by the Parties for the buildout and start-up of the Satellite Beach Health Center and for medical services provided at the health centers; and

WHEREAS, the Parties also desire to continue to cooperate and coordinate the provision of medical services at the Cocoa and Satellite Beach Health Centers in an efficient and economical manner; and

WHEREAS, the Parties have common power to provide health benefits and medical services and facilities for the benefit of their respective employees, retirees and dependents; and

WHEREAS, because of the common interest of the Parties in providing economical, convenient and cost efficient health benefits and medical services to employees, retirees and dependents, the Parties recognize that it may be more efficient, convenient and economical, when feasible, for the Parties to share the use of the Cocoa and Satellite Beach Health Centers, and to share in certain health center costs, than for each party to independently construct and operate their own health center; and

WHEREAS, in furtherance of this recognition, the Parties are agreeable to share the utilization and expense of the Cocoa and Satellite Beach Health Centers under the terms and conditions of this Agreement; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 163 and 166, Florida Statutes and other applicable law; and

WHEREAS, the Parties hereto have determined that this Agreement is in furtherance of the health, safety and welfare of their respective employees, retirees and dependents and the public interest;

NOW THEREFORE, in consideration of the mutual promises and consideration stated herein, the Parties hereby agree as follows:

Section 1. Recitals. The above recitals contained therein are deemed true and correct and are hereby incorporated herein by this reference.

Section 2. Purpose. The purpose of this Agreement is to set forth the terms and conditions under which the Parties will: (A) allow their respective eligible employees, retirees and dependents to voluntarily utilize the Cocoa Health Center and the Satellite Beach Health Center; (B) share in the costs related to the construction and start-up of the Satellite Beach Health Center; and (C) allocate and share in the costs related to the provision of medical services at the Cocoa Health Center and the Satellite Beach Health Center.

Section 3. Common Medical Services Administrator at the Health Centers. The Parties acknowledge and agree that in order to make the sharing of the Cocoa and Satellite Beach Health Centers administratively and operationally practicable and feasible, the Parties must agree to have one medical services administrator responsible for providing the health care professionals responsible for operating the centers and providing medical services to eligible employees, retirees, and dependents. The medical services administrator shall be solely responsible for providing the medical services at the health centers, invoicing all covered medical services provided at the health centers and for invoicing the Parties for costs shared pursuant to this Agreement.

3.1 In furtherance of this intention, the Parties agree that CATC shall serve as the initial medical services administrator under this Agreement until the term of the CATC Agreement expires or Cocoa and/or CATC elect to terminate the CATC Agreement or this Agreement is terminated by the Parties.

3.2 In furtherance of making CATC the initial health services administrator under this Agreement, Satellite Beach agrees to retain CATC as the initial medical services administrator of the Satellite Beach Health Center by agreeing to the terms and

conditions of the CATC Agreement. Said Agreement will be approved and entered into by Satellite Beach and CATC pursuant to the "piggy back" authorization set forth in Paragraph 39 of the CATC Agreement. The Parties acknowledge, however, some of the provisions set forth in the CATC Agreement may need to be technically and non-substantively amended to specifically tailor the agreement to Satellite Beach's health center rather than Cocoa's health center, provided such amendments are permitted by law, agreeable to the other Parties, and do not conflict with the terms and conditions of this Agreement.

3.3 In furtherance of making CATC the initial health services administrator, Cocoa Beach and Rockledge shall also similarly agree to retain CATC under the terms and conditions of the CATC Agreement. Cocoa Beach and Rockledge may need to make technical and non-substantive amendments to specifically tailor the agreement to their interests, such as deleting provisions regarding the leasing and build-out of space for a health center within their respective municipal boundaries. Such amendments must be permitted by law, agreeable to the other Parties, and not conflict with the terms and conditions of this Agreement.

3.4 Upon the effective date of this Agreement, the Parties agree that the CATC Agreement, and any technical and non-substantive amendments made by Satellite Beach, Cocoa Beach and Rockledge, shall govern the provision of medical services to the employees, retirees, and dependents of the Parties at the Cocoa and Satellite Beach Health Centers and shall be the basis of determining cost allocation and sharing between the Parties under this Agreement.

3.5 Cocoa may renew the CATC Agreement pursuant to the terms and conditions stated therein. Cocoa will provide at least sixty (60) days written notice to the

other Parties of its intent to renew the CATC Agreement. If Cocoa provides notice of its intent to renew the CATC Agreement and proceeds with the renewal thereof, each of the other Parties shall either proceed with renewing the CATC Agreement before the term expires or their participation in this Agreement will terminate when the current term of the CATC Agreement expires.

3.6 Except as provided in Section 3.9, once all of the Parties approve the CATC Agreement (as may be technically and non-substantively amended by the Parties, except Cocoa), any amendments to the CATC Agreement shall require consent of all of the Parties.

3.7 If Cocoa elects not to renew the term of the CATC Agreement, or if Cocoa and/or CATC terminates the CATC Agreement, the Parties agree to jointly participate in a competitive bid process to select a new medical services administrator. Cocoa agrees to be the lead agency in the competitive bid process. Any new medical services administrator shall be retained by written agreement pursuant to terms and conditions mutually agreeable to the Parties.

3.8 If Satellite Beach elects not to renew the term of the CATC Agreement, or if Satellite Beach and/or CATC terminates the CATC Agreement, Satellite Beach will provide at least sixty (60) days written notice to the other Parties of its intent not to renew and/or terminate the CATC Agreement. Upon receipt of such notice, the Parties agree to promptly meet to determine whether the Parties will jointly participate in a competitive bid process to select a new medical services administrator in a manner set forth in Section 3.7, or Satellite Beach will be deemed to have withdrawn from this Agreement and the Parties will no longer be authorized to use the Satellite Beach

Health Center facility once withdrawal and the winding up of all financial and other responsibilities and obligations under this Agreement have been completed.

3.9 Any Party may enter into individual contractual addendums with CATC, or the current medical services administrator approved by the Parties under this Agreement, to provide their respective eligible employees, retirees and dependents supplemental medical services at the Cocoa and Satellite Beach Health Care Centers, provided said supplemental services do not: (A) require any structural modifications to the health centers; (B) require the purchase of additional medical devices and equipment; (C) interfere with the provision of base medical services provided to all of the Parties at the health centers; (D) require or obligate any other Party not a party to the addendum to pay any portion of costs of the supplemental medical services. Notwithstanding the aforesaid, a Party may propose entering into an addendum for supplemental medical services that would, if approved, require structural modifications to the health centers and/or the purchase or lease of additional medical devices and equipment pursuant to the approval process set forth in Section 3.10 of this Agreement.

3.10 Any addendum requiring structural modifications to the Cocoa and/or Satellite Beach Health Centers or the purchase or lease of additional medical devices and equipment shall not be effective or binding until all of the following conditions are satisfied:

(A) The Party proposing the structural modifications or the purchase of additional medical devices and equipment shall provide to all of the other Parties at least sixty (60) days prior written notice of its intention to enter into such an addendum.

(B) If the addendum proposes structural modifications to the Cocoa and/or Satellite Beach Health Centers, written consent shall be required by the Party owning

the affected health center. Said consent shall be at the sole discretion of the Party owning the affected health center; provided, however, if the structural modifications will impact the hours of operation of the affected health center, the prior written consent of all of the Parties shall also be required regarding the amended hours of operations.

(C) If the addendum proposes the purchase or lease of additional medical devices and equipment, the Party proposing the purchase or lease shall provide written assurance to the other Parties that said Party shall be solely responsible for the purchase or lease and maintenance of the devices and equipment unless otherwise mutually agreed to by all of the Parties in writing.

3.11 Nothing herein shall be construed to prohibit the Parties and CATC to mutually agree to renegotiate and approve one joint medical services administrator contract in the future in lieu of individual and multiple agreements.

Section 4. Ownership and Maintenance of Health Center Facilities; Hours of Operation.

4.1 Cocoa shall remain the sole owner of the Cocoa Health Center facilities and shall be solely responsible for the maintenance and day-to-day operational needs of the Cocoa Health Center facilities and related infrastructure, subject to any lease between Cocoa and CATC or other medical services administrator authorized hereunder.

4.2 Satellite Beach shall be the sole owner of the Satellite Beach Health Center facilities and shall be solely responsible for the maintenance and day-to-day operational needs of the Satellite Beach Health Center facilities and related infrastructure, subject to any lease between Satellite Beach and CATC or other medical services administrator authorized hereunder.

4.3 For their respective health centers, Cocoa and Satellite Beach shall be responsible for the following maintenance and operational costs: Electricity, heat and cooling, ventilation, hot and cold water, lighting and bulb replacement, structural and cosmetic repairs to the facility, painting, security, access, grounds maintenance and property insurance unless otherwise agreed to by the Parties.

4.4 Cocoa and Satellite Beach shall have the sole discretion over any structural or site modifications to their respective health center facilities and property and the consent of the other Parties and/or CATC shall not be required to conduct such modifications.

4.5 The hours of operation of the health centers shall be established by mutual agreement of the Parties and CATC or other medical services administrator authorized under this Agreement. If the Parties cannot reach a mutual agreement, Cocoa and Satellite Beach shall approve the hours of operation. Upon agreement or approval by Cocoa and Satellite Beach, the Parties shall publish a written schedule of hours operation for the benefits of all employees, retirees and dependents.

Section 5. Authorized Use of Cocoa and Satellite Beach Health Centers; Non-Discrimination.

5.1 Eligible employees, retirees and dependents of the Parties shall be authorized to use the Cocoa and Satellite Beach Health Centers in accordance with terms and conditions of this Agreement. Each Party shall be solely responsible for determining who is or is not an eligible employee, retiree and dependent under their respective group health plans. Each Party shall maintain an up-to-date Eligibility List of all of their respective eligible employees, retirees and dependents and their social security numbers (or unique identifier deemed acceptable to the medical services

administrator). Such list shall meet the requirements of the medical services administrator and be maintained on file with the medical services administrator at all times. Persons not on the Eligibility List on file with the medical services administrator shall not be permitted to use the Cocoa and Satellite Beach Health Centers. The Eligibility List must be updated by each Party no less than monthly by the 5th of each month.

5.2 The Parties agree that there shall be no discrimination in the performance of this Agreement against any employee, retiree or dependent or other person by reason of the individual's race, color, religion, sex, sexual preference, genetic information, handicap, age, or national origin.

Section 6. Cost Sharing Related to the Construction and Start-Up of the Satellite Beach Health Center. The actual build-out and start-up costs of the Satellite Beach Health Center shall be pro-rated between Satellite Beach, Cocoa Beach and Rockledge based an estimated proportionate use of the center determined by the number of each Party's eligible employees and retirees (excluding Cocoa), as set forth on the attached **EXHIBIT "A"** of this Agreement. Reimbursement shall occur within thirty (30) days of receipt of said invoice. This Section 6 does not apply to Cocoa because Cocoa has already constructed its health center and is agreeing to share the use of said center with the other Parties without any pro-rated reimbursement for Cocoa's build-out and start-up costs.

6.1 The Parties will require CATC to invoice Cocoa Beach, Rockledge, and Satellite Beach for all costs in accordance with **EXHIBIT "A"** and to itemize costs between build-out and start-up costs.

6.2 If Satellite Beach terminates Cocoa Beach's and/or Rockledge's access to the Satellite Beach Health Center prior to the third anniversary of the Effective Date of this Agreement, Satellite Beach will refund Cocoa Beach and/or Rockledge their respective prorated share of the actual build-out (not start-up) costs paid pursuant to this Section based on the following refund schedule:

a. Within one year of the Effective Date: seventy-five percent (75%).

b. More than one year, but less than two years from the Effective Date: fifty percent (50%).

c. More than two years, but less than three years from the Effective Date: twenty-five percent (25%).

The refund shall be paid within thirty (30) days of the access being terminated by Satellite Beach.

Section 7. Cost Sharing and Allocation of Operating Expenses for the Cocoa and Satellite Beach Health Centers. The Parties agree to share and allocate operating costs related to the Cocoa and Satellite Beach Health Centers as follows:

7.1 Costs shall be equitably allocated to each Party based on a percentage determined on an annual basis from each Party's number of eligible employees and retirees on a certain date versus the total number of all eligible employees and retirees for all Parties on that same date. The number of dependents shall be excluded from the annual determination. For example, if the total number of all eligible employees and retirees for all Parties is 1000 on that date and Cocoa had 395 eligible employees and retirees on that same date, Cocoa's percentage of the shared costs for the current year will be 39.5% of the costs required to be shared by the Parties. Upon the effective date of this Agreement, each Party's equitable percentage allocation is as follows:

City	Headcount	Percentage
Cocoa	492	48.6%
Cocoa Beach	191	18.9%
Rockledge	238	23.5%
Satellite Beach	91	9.0%
TOTAL	1012	100%

Commencing on the new fiscal year of the Parties on October 1, 2017, and every subsequent October 1st thereafter, the Parties shall equitably revise the percentages set forth in the table above based on each Party's actual headcounts on that date. The revised percentages shall be used to pro-rate shared operational costs in the upcoming new fiscal year. During the course of any fiscal year, any Party may call a meeting of the Parties for purposes of recalculating the percentages for the current fiscal year based on the occurrence of any one of the following events: (i) any Party has erroneously reported its headcount by an amount which would require the percentages to be corrected by one-half of one percent (0.5%) or more; or (ii) any Party's headcount has increased by ten percent or more during the course of any fiscal year. In such event, the percentages in the table shall be adjusted prospectively. However, if a Party determines that its own headcount was erroneously reported when submitted herein, or a majority of the Parties determines that the headcount of another Party was erroneously reported when submitted, the percentages shall be corrected and the pro-rated amounts previously paid by the Parties shall be retroactively adjusted and reconciled to reflect the correct headcounts. In addition, each Party has an affirmative obligation to promptly notify the other Parties regarding errors or increases in their headcounts that would warrant a recalculation of the percentages under this Section. If a Party fails to report an increase in headcounts that would warrant a recalculation of percentages, the other Parties, by unanimous consensus, may require that the

percentages to be corrected and the pro-rated amounts previously paid by the Parties shall be retroactively adjusted and reconciled, if necessary, to reflect the correct headcount.

7.2 Upon the effective date of this Agreement, the operational costs itemized in Exhibit “B”, Section 4(d) of the CATC Agreement shall be pro-rated and shared between the Parties including:

A. Payment for health professionals

B. Payment for equipment, supplies, licenses, and permits

C. Mail and shipping costs

D. High speed internet service and computer networking

E. Telephone, fax and cable services

F. Janitorial service costs

G. Medical waste disposal costs

H. Electronic medical records expenses

I. Physical and electronic record storage costs

I. Any other operational costs mutually agreed to by the Parties in writing

7.3 Upon the effective date of this Agreement, each Party shall be solely responsible for the fees itemized in Exhibit “B”, Sections 4(a) through (c) of the CATC Agreement including:

A. Administration fee

B. Payment of laboratory testing and pharmaceutical drugs

C. Conducting personal health assessments (PHA) for each participating adult.

7.4 If the CATC Agreement expires or is terminated by Cocoa, Satellite Beach and/or CATC, and a new medical services administrator agreement is required by the remaining Parties to this Agreement, costs will be allocated and shared in accordance with the terms and conditions of a new medical services administrator agreement approved in writing by the Parties and Sections 7.2 and 7.3 shall be amended by the Parties, if necessary, to be consistent with the new medical services administrator agreement.

7.5. The Parties agree to review monthly utilization reports provided by the medical services administrator to determine the overall percentage of usage of the health centers by each Party by June 15th of each fiscal year to coincide with the annual budget process of the Parties. The first review shall be conducted by June 15, 2017. If the annual review of such utilization reports reveals that there is a substantial deviation (greater than 5%) between the pro-rated percentages by headcount versus the percentages by actual utilization by the eligible employees and retirees of the Parties, the Parties may, by mutual agreement, elect to establish a pro-rata share percentage for the next fiscal year based on health center utilization versus employee and retiree headcounts.

Section 8. Implementation and Other Documents. To the extent that the City Managers of each Party determine that additional documents are required to be prepared and executed in order to administratively effectuate the terms and conditions of this Agreement, the City Managers are authorized to prepare or have prepared said documents and execute the same. Further, the Parties agree to cooperate and execute such other instruments and documents as may be required to effectuate this Agreement.

Section 9. Employee Status; Reciprocal Indemnity and Hold Harmless Between the Parties; No Third Party Beneficiary.

9.1 Persons employed by the Parties in the performance of services and functions pursuant to this Agreement shall be deemed employees or agents of the Party that actually employs them and said persons shall not be deemed to be the employees or agents of the other Parties.

9.2 This Agreement shall not be construed or interpreted in anyway whatsoever as providing any person including, but not limited to, any employee, retiree or dependent of any Party any claims to pensions, fringe benefits, worker's compensation, unemployment compensation, civil service or other employee rights or privileges provided by any Party.

9.3 An employee, retiree or dependent of one Party shall not have any claims, rights or privileges whatsoever against any other Party to this Agreement by virtue of this Agreement.

9.4 Each Party to this Agreement agrees to indemnify and hold harmless the other Parties (including their employees and officers) to this Agreement from any and all claims, losses, liabilities and damages (including attorney's fees and costs through all appellate proceedings) demanded by or awarded to their respective employees, retirees and dependents related in any way whatsoever to their participation in the medical services authorized or provided at the Cocoa and Satellite Beach Health Centers pursuant to this Agreement. It is the intent and purpose of this indemnification provision that should an employee, retiree or dependent attempt to hold any or all of the Parties liable for the medical services authorized to be provided at the Cocoa and Satellite Beach Health Centers under this Agreement, each Party agrees to be solely

responsible for defending against and paying any claims, losses, liabilities and damages (including attorney's fees and costs through all appellate proceedings) demanded by or awarded to their respective employees, retirees and dependents by a court of law or settlement; provided, however, under no circumstances shall this reciprocal indemnity and hold harmless be construed or interpreted as meaning that the Parties assume any legal or equitable responsibility whatsoever for the medical services provided by CATC or any other medical service administrator approved by the Parties hereunder and by any health professionals retained by them.

9.5 This Section 9 shall also not be construed or interpreted as a waiver of the Parties (collectively and individually) right to hold CATC or any other medical services administrator, including the health professionals retained by them, liable for the aforementioned claims, losses, liabilities and damages (including attorney's fees and costs through all appellate proceedings), nor as a waiver of any defenses, limitations on liability, and sovereign immunity under Section 768.28, Florida Statutes that each Party may have under law.

9.6 This Section 9 shall not be construed or interpreted as the Parties consenting to be sued by any third party including, but not limited to, any employee, retiree and dependent of any of the Parties.

9.7 The performance of the Parties and their respective employees and officers in the administration of this Agreement shall be owed solely to each other and not for the benefit of any third parties. No person other than the Parties themselves has any rights or remedies under this Agreement.

Section 10. Indemnification. Neither Party and its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of

any of the Parties and their respective officers, employee or agents, except as provided by this Agreement.

Section 11. Notices.

(a) Whenever either Party desires to give notice to any of the other Parties, notice shall be sent to:

COCOA:

City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8660 (Phone)

COCOA BEACH:

City Manager
2 S. Orlando Ave
Cocoa Beach, Florida 32931
(321) 868-3201 (Phone)

ROCKLEDGE:

City Manager
1600 Huntington Ln
Rockledge, Florida 32955
(321) 690-3978 (Phone)

SATELLITE BEACH:

City Manager
565 Cassia Boulevard
Satellite Beach, Florida 32937
(321) 773-1391 (Phone)

(b) Either of Parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by facsimile, or on the date upon which the return receipt is signed or delivery is refused

or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 12. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 13. Entire Agreement; Non-Assignment. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Agreement supercedes all oral agreements and negotiations between the Parties relating to the subject matter of this Agreement. This Agreement is not assignable.

Section 14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest.

Section 15. Public Records.

15.1 The Parties shall allow public access to all documents, papers, letters or other materials, regardless of form, which are subject to public disclosure and/or copying under the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Agreement. However, the Parties recognize that from time-to-time, either of them and/or their respective employees, officers and agents may learn or come in contact with records that are confidential, proprietary or otherwise exempt from disclosure by law. Each Party agrees and acknowledges that it and its employees, officers and agents shall, except to the extent disclosure of the information

is required by law, not disclose the confidential, exempt or proprietary information, and further take all reasonable steps to hold confidential, exempt and proprietary information in confidence and to instruct employees, officers and agents to exercise the highest degree of care to preserve from disclosure confidential, exempt and proprietary information that is protected from disclosure by law.

15.2 Notwithstanding any provision to the contrary contained in this Agreement, the Parties also expressly recognize that protected health information is confidential and the Parties and their respective employees, officers and agents are under an obligation to maintain the confidentiality of such information in accordance with state and federal law including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

15.3 In the event that any of the Parties is served with a request to disclose any information that is made or received in conjunction with this Agreement that is confidential or exempt from public disclosure pursuant to the requirements of applicable law or court order, the Party receiving the request will promptly notify the other Parties. The Parties will take reasonable steps to cooperate with each other in contesting such request. Notwithstanding the aforesaid, each Party shall be responsible for objecting to the disclosure of any confidential or exempt information related solely to that Party or that Party's employees, retirees and dependents.

Section 16. Conflict of Interest. The Parties for themselves and on behalf of their respective employees and officers agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

Section 17. Non-Appropriations Clause. Each Party's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Party's City Commission or Council and the availability of funds to pay for the allocation and sharing of costs set forth in this Agreement during the Party's annual budget adoption process. Each Party's City Commission or Council shall be the final authority for its own agency as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not appropriated or available for this Agreement during the budget adoption process and a Party terminates this Agreement based on a non-appropriation, such action will not constitute a default by the Party that does not appropriate and make available funding for this Agreement. Each Party agrees that it will provide reasonable notice if funds are not annually appropriated or available. Such notice shall be provided as soon as it is known that funds will not be appropriated, but in no event later than the date that the annual tentative budget is approved by the Party. Because a non-appropriation decision of a Party will potentially increase the costs to the remaining Parties, any of the remaining Parties may terminate this Agreement based on a non-appropriation decision made by another Party and such termination will not constitute a default by the Party terminating this Agreement on that basis.

Section 18. Term; Termination by the Parties; Withdrawal and Termination by a Party.

18.1 The initial term of this Agreement shall commence as of the effective date set forth in Section 27 and shall end on September 30, 2017. Thereafter, the term shall automatically be renewed on an annual basis commencing on October 1st and ending on September 30th of each fiscal year, subject to: (A) the Parties terminating this

Agreement by mutual written agreement; and (B) a Party's right to withdraw from and terminate this Agreement pursuant to Section 18.2 prior to the commencement of any fiscal year on October 1st.

18.2 Each Party shall have the right to withdraw from and terminate this Agreement pursuant to Section 17 (non-appropriation) or by providing at least ninety (90) days written notice to the other Parties prior to the commencement of any fiscal year. Notwithstanding any such withdrawal and termination, the withdrawing and terminating Party shall still have access to the Health Clinics through the end of the current fiscal year. Further, such party shall remain obligated to pay for all costs incurred or apportioned under this Agreement for the remaining current fiscal year, shall be responsible for any fees billed by CATC, and shall be responsible for winding up all of its financial and other responsibilities and obligations under this Agreement. In addition, the withdrawing and terminating Party's employees, retirees and dependents shall no longer be allowed to use the Cocoa and Satellite Beach Health Centers upon the effective date of the withdrawal and termination.

18.3 This Agreement is intended to comply with all applicable Federal and State laws, rules and regulations. The Parties may terminate this Agreement, or any Party hereto may withdraw and terminate their participation in this Agreement, at any time upon thirty (30) days written notice to the other Parties if any modification or interpretation of any Federal or State law, regulation or policy, or City Charter amendment, impairs in any substantial manner the continuing validity and/or effectiveness of any material provision of this Agreement or a Party's participation in this Agreement. However, prior to the end of the notice period, the Parties shall use their best efforts to agree on a modification of this Agreement that, in the opinion of the

Parties and their respective legal counsel, satisfactorily addresses and removes the impairment. This Agreement shall continue in full force and effect if, prior to the end of such notice period, the Parties agree on such a modification of this Agreement; otherwise, this Agreement shall terminate as set forth herein upon the Parties winding up all financial and other responsibilities and obligations of the Parties under this Agreement.

Section 19. No Joint Venture. Neither of the Parties nor any of its respective employees and officers shall be considered an agent, partner, or representative of the other. Nothing herein shall be construed as creating a joint venture or partnership between the Parties or the Parties and CATC or other medical services administrator authorized under this Agreement. Each Party shall continue to be autonomous and shall be governed independently by their respective governing bodies and city managers.

Section 20. Sovereign Immunity. Notwithstanding the foregoing, the Parties intend to avail themselves of the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will either Party's liability under this provision exceed the sum of $200,000 per person or $300,000 per occurrence. 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.

Section 21. Waiver. No delay or failure on the part of any Party hereto in exercising any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver or acquiescence thereto; nor shall any single or partial exercise of any right, power or privilege preclude any other or

further exercise thereof or the exercise of any other right, power or privilege. No waiver shall be valid against any Party, unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

Section 22. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Eighteenth Judicial Circuit, Brevard County, Florida (hereinafter the "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, and agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court. Each of the Parties consents to the jurisdiction of the Court, acknowledges that the Court has jurisdiction over this Agreement, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Agreement.

Section 23. No Presumption/Severability. The Parties acknowledge that they and their attorneys have participated in the preparation, negotiations and drafting of this Agreement. The terms in this Agreement shall be construed in accordance with their fair meaning and there shall be no presumption applied against any Party for having drafted or participated in the drafting of any such terms. The terms of this Agreement shall be severable such that, if any term herein is illegal, invalid, or unenforceable, such holding shall not affect the viability of any of the other provisions of the Agreement, unless the severing of such term would defeat the purpose of this Agreement.

Section 24. Default; Opportunity to Cure. Should either Party desire to declare any other Party in default of any term and condition of this Agreement, the non-

defaulting Party or Parties shall provide the defaulting Party or Parties 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 thirty (30) days in which the default must be cured. If the Parties are unable to mutually agree on a cure of the alleged breach, any Party may invoke the provisions of the Local Government Dispute Act set forth in Chapter 164, Florida Statutes. No action may be taken in a court of law on the basis that a breach of this Agreement has occurred until such time as the requirements of this Section have been satisfied. Any action filed in a court of law by any Party for a breach of this Agreement shall be limited to specific performance including, but not limited to, payment of any costs apportioned or allocated under this Agreement. The prevailing Party or Parties in any such action shall be entitled to reimbursement of reasonable attorney's fees and costs incurred in the court action through all appellate proceedings.

Section 25. Additional Parties. Additional local government entities may be added to this Agreement by mutual written agreement of the existing Parties and the additional local government.

Section 26. Periodic Meetings. The Parties agree to conduct periodic staff meetings on an annual fiscal year basis, or more frequently if needed, for purposes of monitoring the implementation of this Agreement including, but not limited to, reviewing and evaluating (A) the performance of CATC or other medical services administrator authorized by this Agreement; (B) the utilization rates of the Cocoa and Satellite Beach Health Centers; (C) any pro-rations required by the Agreement; (D) any relevant feedback from employees, retirees and dependents utilizing the health centers; and (E) the appropriateness and kind of medical services being offered at the health centers.

Cocoa agrees to coordinate the scheduling of the annual meeting between the Parties in the month of June of each fiscal year unless otherwise agreed to in writing by the Parties. Any Party may request and schedule more frequent meetings to the extent deemed reasonably necessary by the Parties.

Section 27. Effective Date. This Agreement shall take effect on the date on which the Parties approve and execute this Agreement and the Agreement is recorded in the Official Records of Brevard County, Florida. Cocoa agrees to record this Agreement on behalf of the Parties upon adoption and execution by all of Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first written.

[INDIVIDUAL EXECUTION PAGES FOLLOW]

CITY:

ATTEST:

CITY OF COCOA, FLORIDA:

_____
Carie Shealy, City Clerk

By: _____
Henry U. Parrish, III
Mayor

As authorized for execution by the City of Cocoa City Council at its _____ _____, 2016 regular meeting.

[INTENTIONALLY LEFT BLANK]

CITY:

ATTEST:

CITY OF COCOA BEACH, FLORIDA:

_____
Kalaghchy Loredana, City Clerk

By: _____
Tim Tumulty
Mayor

As authorized for execution by the City of Cocoa Beach City Commission at its _____, 2016 regular meeting.

[INTENTIONALLY LEFT BLANK]

CITY:

ATTEST:

CITY OF ROCKLEDGE, FLORIDA:

_____
Betsi Beatty Moist, City Clerk

By: _____
Thomas J. Price
Mayor

As authorized for execution by the City of Rockledge City Council at its _____ _____, 2016 regular meeting.

[INTENTIONALLY LEFT BLANK]

CITY:

ATTEST:

CITY OF SATELLITE BEACH, FLORIDA:

_____
Leonor Olexa, City Clerk

By: _____
Frank Catino
Mayor

As authorized for execution by the City of Satellite Beach City Council at its _____, 2016 regular meeting.

EXHIBIT "A"
SATELLITE BEACH FACILITY COSTS

The build-out and start-up costs of the Satellite Beach Facility will be pro-rated to each entity (excluding Cocoa) as follows in accordance with the terms of the Agreement. These costs are estimates, pending site review and contractor estimates.

Entity	**Rockledge**	**Cocoa Beach**	**Satellite Beach**	**Total**
Start-Up Cost Share %	46%	37%	17%	100%
Build-Out	$45,769	$36,731	$17,500	$100,000
Start-Up Costs	$17,507	$14,050	$6,694	$38,250
Estimated Total (One-Time Cost)	$63,595	$51,153	$23,503	$138,250

Legislation Details (With Text)

File #:	16-472	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	10/13/2016			**In control:**	City Council
On agenda:	10/25/2016			**Final action:**	
Title:	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. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2318-Contract#32997-City_of_Cocoa-Brevard-100516.pdf Budget Resolution FY 2017.pdf BAF-PW-SW-PROJECT_SW16EJ (10-25-16) Agenda 16-472.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 13, 2016
Agenda Date: October 25, 2016
Prepared By: Laura Rankin, Stormwater Engineer
Through: Everett J. Wegerif, P.E., Public Works Director
Requested Action:
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.

BACKGROUND:

Public Works Stormwater staff has been working to develop a Redevelopment Stormwater Treatment Facility to enhance the ability to redevelop properties in the Diamond Square Redevelopment Area. The property needed for the treatment pond, located east of the Emma Jewel Charter Academy, is owned by the State of Florida. City staff members have been working with the St. Johns River Water Management District to obtain a conceptual permit dedicated to encouraging redevelopment while improving water quality.

Following state procedure, the parcel was listed as surplus by the state and has been offered to the City of Cocoa for purchase. Additionally, state procedure requires parcels be sold at the appraised value. When this concept was first presented to City Council, the parcel was expected to cost less than $60,000 (Agenda item 16-209). The actual appraisal amount is now $84,400.

This project is budgeted for FY2017; however, it will require amending the FY2017 budget to include funding for property acquisition and closing costs. The appraised value plus closing costs will not exceed $90,000.

STRATEGIC PLAN CONNECTION:

The Emma Jewel stormwater project proposed 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:

Budgeted?	No
Is the Budget Adjustment Form attached?	Yes

Budget Transfer:

From	423-3570-538.63-00 Stormwater Infrastructure	SW16EJ	($84,400)
To	423-3570-538.61-00 Stormwater Land	SW16EJ	$84,400

PREVIOUS ACTION:

Resolution 2016-53 allowed the City Manager sign purchase documents up to $60,000, amended the FY16 Budget and associated Budget forms, provided approval to purchase of Surplus Property, at appraised value, from the State of Florida, and approval a Task Order in accordance with the Continuing Services Agreement with Infrastructure Solutions Services.

At the September 27th City Council meeting, agenda item 16-425 was approved. This agenda item provided Conceptual Approval of a Cost Share Agreement with 520 & Fiske, LLC for construction of a Stormwater Treatment Facility in the Diamond Square Redevelopment Area; authorized the City Attorney to finalize negotiations; and authorized the City Manager to execute the final version of the agreement.

RECOMMENDED MOTION:

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.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTRACT FOR SALE AND PURCHASE
AND
DEPOSIT RECEIPT

THIS Contract for Sale and Purchase and Deposit Receipt ("Contract") is made this _____ day of _____, 2016, by and between SELLER and BUYER as follows:

SELLER: Board of Trustees of the Internal Improvement Trust Fund of the State of Florida by and through its agent the Division of State Lands of the State of Florida Department of Environmental Protection ("DEP")

ADDRESS: State of Florida Department of Environmental Protection
Division of State Lands
Bureau of Real Estate Services
3900 Commonwealth Boulevard
Mail Station 115
Tallahassee, Florida 32399-3000

BUYER. Name(s): City of Cocoa, Florida, a Florida municipal corporation

Address: 65 Stone Street, Cocoa, FL 32922

Phone: (321) 433-8686

1. AGREEMENT TO SELL: SELLER hereby agrees to sell and BUYER hereby agrees to buy in accordance with this Contract the real property, that is more particularly described in attached EXHIBIT "A" of this Contract (the "Property").

2. PURCHASE PRICE: BUYER hereby offers the following purchase price for the Property in the amount of Eighty-Four Thousand Four Hundred and NO/100 Dollars ($84,400.00), which shall be paid in the following manner:

a. Deposit: BUYER deposits herewith Eight Thousand Four Hundred Forty and NO/100 Dollars ($8,440.00) in the form of a certified or cashier's check or an irrevocable letter of credit from a financial institution as defined in Section 655.005, Florida Statutes, made payable to the State of Florida Department of Environmental Protection representing ten percent (10%) of the total purchase price as an earnest money deposit("Deposit").

b. Balance: At closing, BUYER shall be required to pay the balance of the purchase price in the amount of Seventy-Five Thousand Nine Hundred Sixty and NO/100 Dollars ($75,960.00) by wire transfer of funds through a Federal Reserve Bank or other immediately available funds acceptable to SELLER, made payable to the State of Florida Department of Environmental Protection or SELLER'S designated closing agent.

3. TIME OF ACCEPTANCE: If this offer is not accepted by SELLER, the Deposit shall be returned to BUYER and this offer shall be null and void.

4. CLOSING, EXPENSES AND POSSESSION: This Contract shall be closed following approval by SELLER, and the deed delivered after execution by SELLER. SELLER will deliver possession of the Property to BUYER at closing. The following are additional details of closing:

a. Time and Place: The closing shall be on or before 90 days after SELLER'S execution of this Contract. The date, time and place of closing shall be set by DEP.

b. Conveyance: At closing, SELLER will deliver to BUYER a fully executed quitclaim deed conveying the Property and any improvements in "AS IS, WHERE IS CONDITION," without warranties or representations, subject to a reservation in favor of the SELLER of an undivided three-fourths interest in phosphate, minerals and metals and an undivided one-half interest in all petroleum pursuant to Section 270.11, Florida Statutes.

c. Expenses: BUYER shall be responsible for and pay all closing costs associated with the Property including, but not limited to, advertising costs, appraisal costs, survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, attorneys' fees and real estate brokerage fees. BUYER shall reimburse DEP at closing for any closing costs that are initially paid for by DEP. Any costs of sale incurred by SELLER or by other parties on behalf of SELLER shall be paid by separate certified or cashier's check made payable to the State of Florida Department of Environmental Protection or an escrow agent designated by DEP at the time of closing. SELLER may require that the closing be processed by and through a title insurance company or other closing agent, designated by DEP, and BUYER shall pay any costs charged by such company or agent for this closing service. If BUYER obtains a survey of the Property, nothing contained therein shall affect the purchase price or terms of this Contract.

5. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: BUYER agrees to pay all outstanding real estate taxes. BUYER agrees to take title to the Property subject to any outstanding taxes,

special liens or assessments, comprehensive land use plans, zoning, restrictions, prohibitions, permits, leases, tenancies and encumbrances affecting the Property and other requirements imposed by governmental authority; restrictions, qualifications and matters appearing on the plat or otherwise common to the subdivision, restrictive covenants, public utility easements and all outstanding easements, reservations and other interests.

6. WETLANDS: Any wetlands on the Property may be subject to the permitting requirements of DEP, the applicable water management district or any other applicable permitting entity.

7. CONDITION OF THE PROPERTY: BUYER acknowledges that he has inspected the Property and agrees to accept the Property in "AS IS, WHERE IS CONDITION." SELLER makes no warranties or representations whatever as to the condition of the Property or any improvements located thereon, or the fitness of either for any particular use or purpose.

8. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health department.

9. RISK OF LOSS: In the event of any substantial damage to the Property (in excess of $5,000) between the date of this Contract and the date of closing, SELLER shall have the option of restoring the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, BUYER shall complete the transaction as originally planned. If these repairs are not completed prior to closing date, closing will be extended until such time as the repairs are completed. If SELLER elects not to restore the damaged Property, BUYER'S sole remedy shall be the right to rescind this Contract by giving written notice to SELLER and to receive a refund of the Deposit or, alternatively, to proceed to closing on the Property, as damaged, without adjustment in the purchase price. In the event of any lesser damage ($5,000 or less), the parties shall proceed to closing as though no damage had occurred.

10. DEFAULT: If BUYER fails to close on or before the date set forth in paragraph 4.a. of this Contract, the Deposit may be retained by SELLER as agreed upon liquidated damages, consideration for execution of this Contract and in full settlement of any claims; whereupon this Contract shall be terminated and SELLER and BUYER shall be relieved of all obligations under this Contract; or SELLER, at SELLER’S option, may elect to specifically enforce this Contract.

If SELLER fails to deliver the quit claim deed to BUYER on or before the closing date set forth in paragraph 4.a. of this Contract, BUYER may elect to receive the return of the Deposit, whereupon this Contract shall be terminated and BUYER and SELLER shall be relieved of all obligations under this Contract; or BUYER, at BUYER'S option, may seek specific performance.

11. SUCCESSORS: Upon execution of this Contract by BUYER, this Contract shall be binding upon and inure to the benefit of BUYER, his heirs, successors or assigns.

12. RECORDING: Neither this Contract nor any notice of it may be recorded in any county by any person.

13. ASSIGNMENT: This Contract shall not be assigned by BUYER without the prior written consent of SELLER.

14. TIME OF ESSENCE: Time is of the essence in the performance of this Contract.

15. AMENDMENTS: This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties. Notwithstanding the foregoing, the parties acknowledge that the legal description of the Property is based upon historic chain of title information, without the benefit of a current survey. The parties agree that if, in the opinion of SELLER, it becomes necessary to amend the legal description to correct errors, to more properly describe the Property, or to otherwise revise the legal description of the Property, the legal description to be used in the survey (if any) and in the closing instruments required by this Contract for the Property shall be revised by or at the direction of SELLER, and shall be subject to the final approval of SELLER. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Contract. In such event, the SELLER'S execution and delivery of the closing instruments containing the revised legal description and the BUYER'S acceptance of said instruments and of the final survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

16. SURVIVAL: The covenants of this Contract will survive delivery and recording of deed and possession of the Property.

17. ACCEPTANCE OF OFFER: SELLER reserves the right to reject this offer. Therefore, this Contract shall not bind SELLER, DEP or the State of Florida in any manner unless or until it is approved and legally executed by SELLER.

The parties have caused this Contract to be executed on the day and year first above written.

"SELLER"

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By:_____(SEAL)
TITLE:_____
DIVISION OF STATE LANDS,
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

APPROVED AS TO FORM AND LEGALITY

BY:_____
DEP ATTORNEY

"BUYER"

CITY OF COCOA, Florida, a Florida municipal corporation

BY:_____
John A. Titkanich
Printed/Typed Name

City Manager
TITLE

EXHIBIT "A"

A parcel of land lying in the Northeast ¼ of the Southeast ¼ of Section 32, Township 24 South, Range 36 East, Brevard County, Florida, BEING the North 467.34 feet of the following described parcel:

Commence at the Northeast corner of the Southeast ¼ of Section 32, Township 24 South, Range 32 East, Brevard County, Florida; thence run South 00°03'30" West along the East line of said Section 32, a distance of 472.50 feet to a point; thence run South 89°57'10" West, a distance of 15.00 feet to a point on the West right of way line of an existing County Road, said point also being the Northeast corner of the lands described in D.B. 80, Page 234, Public Records of Brevard County, Florida, and the POINT OF BEGINNING of the following description; for a first course run South 00°03'30" West, along said right of way line, a distance of 427.59 feet to a point on the centerline of Knight Avenue, as said centerline is shown on Henry Knight's Unrecorded Subdivision; said point being the Southeast corner of said D.B. 80, Page 234; for a second course run South 89°38'20" West, along said centerline, a distance of 950.45 feet to the Southwest corner of lands described in D.B. 382, Page 120, said Public Records; for a third course run North 0003'30" East, parallel with aforesaid West right of way of an existing County Road, and along the West line of D.B. 382, Page 120, a distance of 897.53 feet to a point on the East-West centerline of said Section 32, said point also being the Northwest corner of D.B. 382, Page 120; for a fourth course run North 89°30'30" East, along said East-West centerline of said Section 32 and along the North line of said D.B 382, Page 120, a distance of 302.49 feet to the Northeast corner of said D.B. 382, Page 120; for a fifth course run South 00°00'10" West, along the East line of lands described in said D.B 382, Page 120, a distance of 467.09 feet to the Southwest corner of Lot 1, said Henry Knight's Unrecorded Subdivision; for a sixth and final course run North 89°57'10" East, a distance of 647.50 feet to the POINT OF BEGINNING.

BSM
BY SK
Date: 5.10.2016

RESOLUTION NO. 2016-117

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 25th day of October, 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\SW | DATE PREPARED: 10/13/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 84,400)	423-3570-538.63-00	SW16EJ	INFRASTRUCTURE	$ 1,672,179	$ 1,670,579	$ 1,586,179	$ 1,546,205
$ 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
($ 84,400)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 84,400	423-3570-538.61-00	SW16EJ	LAND	$ 0	$ 1,600	$ 86,000	$ 84,400
$ 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
$ 84,400	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

PURCHASE OF APPROXIMATELY 3.25 ACRES OF SURPLUS LAND FROM THE STATE OF FLORIDA. THIS WILL ULTIMATELY BECOME A REGIONAL STORMWATER FACILITY TO HELP INCENTIVIZE DEVELOPMENT WITHIN THE DIAMOND SQUARE REDEVELOPMENT AREA BY PROVIDING OFF-SITE STORMWATER STORAGE. Agenda 16-472

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/25/16 *RESOLUTION #:* 2016-117

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.

10/13/16	Laura Rankin (Digitally signed by Laura Rankin, DN: dc=org, dc=cocoafl, ou=Public Works, cn=Laura Rankin, email=lrankin@cocoafl.org, Date: 2016.10.13 09:20:48 -04'00')	10/18/16	Lea Taylor (Digitally signed by Lea Taylor, Date: 2016.10.18 12:30:31 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/13/16	Everett J. Wegerif (Digitally signed by Everett J. Wegerif, DN: dc=org, dc=cocoafl, ou=Public Works, cn=Everett J. Wegerif, email=ewegerif@cocoafl.org, Date: 2016.10.13 13:24:49 -04'00')	10/18/16	Cary Myers (Digitally signed by Cary Myers, Date: 2016.10.18 12:42:33 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	16-474	**Version:**	1	**Name:**	Building Permit Fee Waiver Resolution
Type:	Resolution			**Status:**	City Business
File created:	10/13/2016			**In control:**	City Council
On agenda:	10/25/2016			**Final action:**	
Title:	Approve a Resolution providing for a temporary waiver of building permit fees related to building or structural damage caused by Hurricane Matthew. (Communtiy Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2016-116 Hurricane Mathew Building Permit Fees.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 13, 2016
Agenda Date: October 25, 2016
Prepared By: Steven P. Belden, AICP, Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve a Resolution providing for a temporary waiver of building permit fees related to building or structural damage caused by Hurricane Matthew.

BACKGROUND:

in order to expedite the repairs required as a result of the damage caused by Hurricane Matthew and to provide relief to property owners suffering from hurricane related hardships staff is requesting the temporary waiving of building permit fees for a period of 6 months. City Council shall have the option to extend this Resolution for an additional sixty (60) days if authorized prior to the expiration of this Resolution.

For purposes of granting the building permit fee waiver, the building official, or his or her designee, shall be responsible for verifying that the repairs being permitted are directly related to damage caused by Hurricane Matthew.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve a Resolution providing for a temporary waiver of building permit fees related to building or structural damage caused by Hurricane Matthew.

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RESOLUTION NO. 2016-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, PROVIDING FOR A TEMPORARY WAIVER OF BUILDING PERMIT FEES FOR REPAIRS RELATED TO BUILDING OR STRUCTURAL DAMAGE CAUSED BY HURRICANE MATTHEW; PROVIDING FOR AN INTENT AND PURPOSE OF THIS RESOLUTION; PROVIDING FOR A FILING PERIOD FOR ELIGIBLE BUILDING PERMIT APPLICATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hurricane Matthew caused extensive damage to properties within the geographic area of the City of Cocoa; and

WHEREAS, the City Council previously established a schedule of building permits fees pursuant to Resolution No. 2013-37; and

WHEREAS, in order to expedite the repairs required as a result of the damage caused by Hurricane Matthew and to provide relief to property owners suffering from hurricane related hardships, the City Council desires to temporarily waive building permit fees for permit applications related to repairing such damage; and

WHEREAS, this Resolution is adopted pursuant to the Florida Municipal Home Rule Powers Act, Section 166.222, Florida Statutes, Section 6-108 of the City Code, and the emergency powers vested in the City Council pursuant to all applicable law; and

WHEREAS, the City Council hereby finds that this Resolution is in the best interests of the citizens of Cocoa; and

NOW, THEREFORE, BE IT RESOLVED, as follows:

SECTION 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. **Intent and Purpose.** It is the intent and purpose of this Resolution to only address building or structural damage directly caused by Hurricane Matthew. This Resolution is not intended to apply to building permit applications filed with the City that are not related to repairing building or structural damage caused by Hurricane Matthew. To the extent that a particular building or structure was substantially destroyed by Hurricane Matthew and is

beyond repair according to the City's building official, a new replacement building or structure on the same property as the substantially destroyed building or structure shall be considered a repair under this Resolution.

SECTION 3. **Temporary Waiver of Building Permit Fees.** The City Council of the City of Cocoa hereby provides that building permit fees are hereby waived for any building permit application filed with the City related to repairing building or structural damage caused by Hurricane Matthew. All such applications must be filed with the City's Building Department on or after October 10, 2016, but no later than six (6) months after the effective date of this Resolution. The City Council shall have the option to extend this Resolution for an additional sixty (60) days if authorized prior to the expiration of this Resolution. For purposes of granting the building permit fee waiver, the building official or his or her designee shall be responsible for verifying that the repairs being permitted are directly related to damage caused by Hurricane Matthew.

Notwithstanding the fee waiver authorized by this Section, all building application, licensing, insurance, inspection, and other building permit conditions required by law shall apply.

SECTION 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in an emergency meeting assembled this 25th day of October, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	16-487	**Version:**	1	**Name:**	
Type:	Report			**Status:**	City Business
File created:	10/19/2016			**In control:**	City Council
On agenda:	10/25/2016			**Final action:**	
Title:	Approve a Resolution adjusting the FY 2017 Budget using General Fund Contingency to complete the demolition and provide project management of 6 Forrest Avenue. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2017.pdf BAF-CS-Florida Ave Demo (10-25-16) Agenda 16-487.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 19, 2016
Agenda Date: October 25, 2016
Prepared By: Nancy A. Dresser, Deputy Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve a Resolution adjusting the FY 2017 Budget using General Fund Contingency to complete the demolition and provide project management of 6 Forrest Avenue.

BACKGROUND:

The City of Cocoa sought to acquire 6 Forrest Avenue (Parcel Tax ID No. 2425954), as part of the city's due diligence a Phase I Environmental Site Assessment of the property was completed in January 2016, by Cardno, one of the City's Brownfields Consultants.

This assessment revealed evidence of recognized environmental conditions (RECs) in connection with the subject property as follows:
On-site Concerns:

- Historical use as a bottling company with storage tank of unknown content (these facilities typically stored petroleum for on-site use).
- Historical use as an "auto assembling" facility.
- Unregistered/unregulated retail gasoline station with suspected auto repair. In addition, the potential exists for abandoned USTs to remain on-site.

Off-site Concerns (with potential to impact the subject site):

- Historical adjacent railroad tracks.
- Historical, upgradient adjacent bulk fuel facility (no assessment data found in agency files

related to this site).
- Historical, upgradient adjacent retail gas station with auto repair (discussed in Section 6.1).
- Adjacent unregulated/unregistered filling station to the north (no related assessment data found in agency files).
- Other nearby upgradient sources of petroleum and solvent impacts (petroleum storage and auto repair facilities anticipated to be upgradient of the subject site).

A revised Phase II was completed May 5, 2016 which concluded and recommended the following:

- The USTs discovered as a result of the geophysical investigation warrant additional investigation and proper closure/removal per Chapter 62-761 FAC.
- Proper removal of the former hydraulic lift system located south of the on-site structure is recommended prior to redevelopment.
- The evidence of Isopropylbenzene exceeding its established cleanup criteria in one of the collected groundwater samples suggests an impact that warrants additional investigation (confirmation and/or delineation).

In order to facilitate the removal and assessment of Underground Storage Tanks (USTs) that were identified during Phase I/Phase II Environmental Site Assessment activities, the building onsite will need to be demolished. The building pad will also need to be removed in the event that impacted material exists below the building slab.

During the building demolition, due to the proximity of the building to King Street, Maintenance of Traffic (MOT) control will be required to close the southernmost traffic lane of King Street between Forrest Avenue and Florida Avenue. Cardno's labor and expenses (field crew, project management, etc.) is $3,000. The building demolition (including MOT control and building pad removal) is $30,610 for a total expense of $33,610. Staff is requesting Council approve a Resolution adjusting the FY 2017 Budget using General Fund Contingency to complete the demolition and provide project management of 6 Forrest Avenue.

STRATEGIC PLAN CONNECTION:

Image-By completing the demolition at 6 Forrest Avenue and gateway feature can be constructed.

BUDGETARY IMPACT:

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

Amount Requested	$33,610
Account Number	001-3200-515.49-00
Account Name	other charges & obligations

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

__X_ Contingency Acct #:001-1600-513.39-00

PREVIOUS ACTION:

On September 14, 2016, Council adopted the FY 17 budget.

RECOMMENDED MOTION:

Approve a Resolution adjusting the FY 2017 Budget using General Fund Contingency to complete the demolition and provide project management of 6 Forrest Avenue.

RESOLUTION NO. 2016-118

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 25th day of October, 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 #: 3200 | DATE PREPARED: 10/19/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 33,610)	001-1600-513.39-00		CONTINGENCY	$ 325,000	$ 325,000	$ 291,390	$ 291,390
$ 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
($ 33,610)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 33,610	001-3200-515.49-00	TBD	OTHER CHARGES & OBLIG.	$ 7,300	$ 7,300	$ 40,910	$ 40,510
$ 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
$ 33,610	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is for demolition related to 6 Forrest Ave. Agenda #16-487

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/25/16 *RESOLUTION #:* 2016-118

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.

10/19/16	Nancy Dresser (Digitally signed by Nancy Dresser, DN: dc=org, dc=cocoafl, ou=CH, cn=Nancy Dresser, email=ndresser@cocoafl.org, Date: 2016.10.19 13:50:44 -04'00')	10/19/16	Lea Taylor (Digitally signed by Lea Taylor Date: 2016.10.19 13:54:51 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/19/16	Steven Belden (Digitally signed by Steven Belden, DN: dc=org, dc=cocoafl, ou=CH, cn=Steven Belden, email=sbelden@cocoafl.org, Date: 2016.10.19 13:49:13 -04'00')	10/19/16	Anne Quesada (Digitally signed by Anne Quesada Date: 2016.10.19 15:47:24 -04'00')		
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 #:	16-451	**Version:** 1	**Name:**		
Type:	Report		**Status:**	Multi-Year Contract	
File created:	9/29/2016		**In control:**	City Council	
On agenda:	10/25/2016		**Final action:**		
Title:	To 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. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	DBI - 2nd Amendment - Signed by Vendor 09-28-2016.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 13, 2016
Agenda Date: October 25, 2016
Prepared By: Nancy A. Dresser, Deputy Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
To 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.

BACKGROUND:

In June 2014, staff followed Purchasing Policies and Procedures and submitted a bid specification document for demolition services to the Purchasing Division for a competitive sealed bidding process. The bid consisted of furnishing all materials, equipment, and labor for the dry demolition of buildings on a continuing basis from the start date indicated on the contract through September 30, 2015.

Purchasing prepared all required forms and sent out 350 invitations and notifications to bid (Bid# B-14-14-COC). Sealed bids were opened on July 24, 2014, from 7 responders, the lowest bidder was Don Bell, Inc., DBA DBI Demolition, 2808 S. Harbor City Blvd., Melbourne, Fl. 32901. Bids were reviewed by a staff committee consisting of the Code Enforcement Supervisor, Deputy Community Services Director, and Community Services Director; with the recommendation that Don Bell, Inc. be awarded the bid.

The Agreement is renewable for four (4) twelve (12) month periods, at the same rates, not to exceed five (5) years, at the approval of both parties and contingent on funds. The Agreement was effective

October 1, 2014, through September 30, 2015, by approval of the Cocoa City Council. On September 22, 2015, Council approved the first amendment to the Purchase Agreement to the Continuing Services Agreement with Don Bell, Inc., DBA DBI Demolition, for code enforcement initiated and citywide demolition services effective October 1, 2015 through September 30, 2016.

Don Bell, Inc., DBA DBI Demolition, has agreed to a multi-year Agreement commencing October 1, 2016 and terminating September 30, 2019. The attached Agreement is Amendment #2 for code enforcement initiated and citywide demolition services.

Staff requests City Council approval to renew the second Amendment for another (3) years commencing October 1, 2016 and terminating September 30, 2019.

STRATEGIC PLAN CONNECTION:

Image - The demolition program will aid in the removal of unsafe and unsightly structures.

BUDGETARY IMPACT:

This is a multi-year Continuing Services Agreement.

PREVIOUS ACTION:

This item was approved by City Council on October 11, 2016 as a consent agenda item with a budgetary impact of $49,996. This agenda is revised to reflect no budgetary impact and is being approved as a multi-year contract.

On September 23, 2014, City Council approved the Continuing Services agreement with Don Bell, Inc., DBA DBI Demolition, for code enforcement initiated and citywide demolition services. On September 22, 2015, City Council approved the first amendment to the Continuing Services agreement with Don Bell, Inc., DBA DBI Demolition, for code enforcement initiated and citywide demolition services.

RECOMMENDED MOTION:

To 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.

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT

BID B-14-14-COC
DEMOLITION SERVICES
AMENDMENT #2

This amendment to the purchase agreement for Demolition Services is made and entered into as of September 28, 2016 by and between the **City of Cocoa** and **Don Bell, Inc. d/b/a DBI Demolition, 2808 S. Harbor City Blvd., Melbourne, Florida 32901.**

The original agreement, entered into on October 1, 2014 is hereby amended to renew for the 2nd renewal option available under this agreement for three (3) additional years, fulling the same rates in **Exhibit A**, terms, and conditions as stated in Original Contract Documents commencing on October 1, 2016 and terminating on September 30, 2019.

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

DON BELL, INC D/B/A DBI DEMOLITION	**CITY OF COCOA**
By Wid T. Bell	**By: Henry U. Parrish III**
(Name) Printed	(Name) Printed
President	**Mayor**
(Title)	(Title)
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Steven Belden, Community Services Director
Nancy Dresser, Community Services Deputy Director
Tammy Eastburn, Procurement Card Coordinator

DBI – DEMOLITION

Exhibit-A

BID B-14-14-COC

2ND AMENDMENT

SCHEDULE OF UNIT PRICES

~DRY DEMOLITION ONLY ~

LINE	DESCRIPTION	UNIT PRICE
1	WOOD FRAME BUILDING	$1.15 SF
2	CBS BUILDINGS	$1.15 SF
3	MASONRY BUILDINGS	$1.15 SF
4	PATENTED METAL BUILDINGS	$1.05 SF
5	MANUFACTURED HOMES	$1.40 SF
6	SEPTIC TANKS/GREASE TRAPS	$800.00
7	FILL MATERIALS	$12.00 CY
8	SEED (ENTIRE SITE)	$ 0.05 SF
9	MASONRY WALL	$7.00 LF
10	CONCRETE/ASPHALT WALKS & DRIVES	$1.00 LF
11	FENCING	$1.00 LF
12	ERROSION CONTROL BARRIER	$1.00 LF

Legislation Details (With Text)

File #:	16-356	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	8/11/2016			**In control:**	City Council
On agenda:	10/25/2016			**Final action:**	
Title:	Review The Employee Health Center usage report for the September 2016 period provided by CareATC. (Administrative Services Director)				
Sponsors:					
Indexes:	benefits, Health Center				
Code sections:					
Attachments:	Cocoa September 2016 Dashboard				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 12, 2016
Agenda Date: October 25, 2016
Prepared By: Patsy Porter, Human Resources Coordinator
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Review The Employee Health Center usage report for the September 2016 period provided by CareATC

BACKGROUND:

The Employee Health Center is a benefit at no cost to the employee that provides for primary health care, pre-packaged generic prescriptions, and lab services. The model of the center focuses on primary and preventive care with the goal of reducing claims on the City's medical plan. Provided is the utilization report that covers the timeframe during the month of September, there were 460 usage encounters with a total of 295 prescriptions dispensed. The usage encounter numbers have been continuing to increase over time. Some of the appointments at the Employee Health Center were for the Personal Health Assessments (PHAs), resulting in a total of 33 chronic diseases identified.

The amount of no shows and cancellations of appointments were higher than past months. Going forward, CareATC will be initiating a process to send the patient a letter informing them how unacceptable this is. If the number does not improve further discussions will take place to put alternative options in place.

STRATEGIC PLAN CONNECTION:

Offering the Employee Health Center as an employee benefit aids in retaining qualified employees

and helps contain the City's health care costs which aids in the City's financial sustainability goals

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Information item only

Cocoa Health Center Usage Dashboard Total Since Inception

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use		Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Total	**7,300**	**584**	**453**	**131**	**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 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	136	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
Sep-16	460	226	188	38	27	11	6	42	16	1	42	76	33	26	19	295
Total	**4,760**				**229**	**151**	**170**	**460**	**172**	**17**		**689**	**791**	**268**	**395**	**3,795**

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 1

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year One Health Fair PHAs July 2014															134	
Sep-14	146	100	90	10	6	12	22	20	10	7	32	37	71	33	38	71
Oct-14	248	148	130	18	16	8	30	33	5	9	52	59	85	72	16	186
Nov-14	168	114	92	22	16	5	14	13	10	5	35	36	47	23	16	120
Dec-14	183	92	74	18	15	5	17	17	6	5	34	37	50	20	11	170
Jan-15	219	96	85	11	12	4	22	14	11	6	37	45	57	18	14	119
Feb-15	185	93	80	13	14	7	11	10	12	3	30	33	43	9	9	183
Mar-15	238	96	83	13	10	7	16	10	14	7	34	41	54	4	7	229
Apr-15	238	88	70	18	12	11	13	18	11	1	28	38	54	2	5	264
May-15	239	86	73	13	27	7	8	15	14	6	30	40	50	2	6	194
Jun-15	197	114	93	21	9	7	4	7	6	5	18	23	29	1	3	205
Jul-15 Added 4 hrs	276	119	102	17	22	15	17	17	10	5	40	50	64	41	21	284
Aug-15	203	177	150	27	12	13	31	21	26	6	63	74	97	70	25	188
Total	**2,540**				**171**	**101**	**205**	**195**	**135**	**65**		**513**	**701**	**295**	**305**	**2213**

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*

Legislation Details (With Text)

File #:	16-457	**Version:**	1	**Name:**	September, 2016 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/3/2016			**In control:**	City Council
On agenda:	10/25/2016			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 09/30/2016. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthly Report to City Council 10.01.15 thru 09.30.16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	October 3, 2016
Agenda Date:	October 11, 2016
Prepared By:	Sonja D. Hamilton-Suarez, Purchasing/Contract Manager
Through:	Teri Butler, CGFO, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 09/30/2016**.**

BACKGROUND:

The following reports for the period October 01, 2015 through September 30, 2016 provide a summary of all the purchases $25,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

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None. Information only.

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Purchase Order Approvals 10-01-15 thru 09-30-16

$25,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 114

City Manager = 69

City of Cocoa CRA Board = 5

City Council = 40

Purchase Order Approvals 10-01-15 thru 09-30-16
$25,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
66675	10/5/2015	Pace Analytical Services, Inc.	$ 28,000.00	10/2/2015	John A. Titkanich, Jr. AICP
66740	10/6/2015	Cutwater Asset Management Corp.	$ 37,500.00	10/5/2015	Micki Abdi (Acting)
66746	10/6/2015	Brevard County Board of County Comm.	$ 30,000.00	10/5/2015	Micki Abdi (Acting)
66760	10/6/2015	Garganese, Weiss & D'Agresta	$ 35,000.00	10/5/2015	Micki Abdi (Acting)
66797	10/7/2015	Ricoh USA, Inc.	$ 46,000.00	10/6/2015	John A. Titkanich, Jr. AICP
66902	10/9/2015	MCCI, LLC	$ 49,733.14	10/9/2015	Micki Abdi (Acting)
66964	10/15/2015	Iwater, Inc.	$ 32,000.00	10/14/2015	John A. Titkanich, Jr. AICP
66970	10/15/2015	Cemex	$ 25,000.00	10/14/2015	John A. Titkanich, Jr. AICP
66975	10/15/2015	Sunstate Meter & Supply Inc.	$ 27,224.00	10/14/2015	John A. Titkanich, Jr. AICP
66997	10/19/2015	Trane Orlando Company	$ 46,508.00	10/17/2015	John A. Titkanich, Jr. AICP
67041	10/22/2015	Quentin L. Hampton Assoc.	$ 30,281.00	10/21/2015	John A. Titkanich, Jr. AICP
67043	10/22/2015	Insource Software Solutions	$ 36,728.10	10/21/2015	John A. Titkanich, Jr. AICP
67044	10/22/2015	Brev Cty Emergency Management	$ 27,771.00	10/21/2015	John A. Titkanich, Jr. AICP
67061	10/22/2015	Architects RKZ, Inc.	$ 37,856.08	10/21/2015	John A. Titkanich, Jr. AICP
67062	10/22/2015	Industrial Chemicals Inc.	$ 27,680.00	10/21/2015	John A. Titkanich, Jr. AICP
67070	10/23/2015	Ring Power Corporation	$ 42,973.00	10/22/2015	John A. Titkanich, Jr. AICP
67077	10/26/2015	Air Liquid Industrial	$ 37,814.00	10/23/2015	John A. Titkanich, Jr. AICP
67113	10/29/2015	CDM Smith Inc.	$ 29,813.00	10/28/2015	John A. Titkanich, Jr. AICP
67152	11/5/2015	CDM Smith Inc.	$ 39,000.00	11/4/2015	Micki Abdi (Acting)
67182	11/9/2015	G4S Secure Solutions	$ 40,415.00	11/6/2015	John A. Titkanich, Jr. AICP
67183	11/9/2015	Cathedral Corporation	$ 30,000.00	11/6/2015	John A. Titkanich, Jr. AICP
67184	11/9/2015	Underwater Solutions, Inc.	$ 37,890.00	11/6/2015	John A. Titkanich, Jr. AICP
67185	11/9/2015	Garganese, Weiss & D'Agresta	$ 49,500.00	11/6/2015	John A. Titkanich, Jr. AICP
67221	11/16/2015	Parsons Brinckheroff Inc.	$ 30,000.00	11/13/2015	John A. Titkanich, Jr. AICP
67249	11/17/2015	CDM Smith Inc.	$ 30,000.00	11/16/2015	John A. Titkanich, Jr. AICP
67340	11/25/2015	Odyssey Manufacturing Co.	$ 30,560.00	11/24/2015	John A. Titkanich, Jr. AICP
67352	11/25/2015	Trekker Tractor LLC	$ 38,193.25	11/24/2015	John A. Titkanich, Jr. AICP
67396	12/3/2015	Odyssey Manufacturing Co.	$ 29,600.00	12/3/2015	John A. Titkanich, Jr. AICP
67397	12/3/2015	S & L Materials, Inc.	$ 35,000.00	12/3/2015	John A. Titkanich, Jr. AICP
67484	12/16/2015	Bauer Compressors Inc.	$ 45,061.80	12/15/2015	John A. Titkanich, Jr. AICP
67487	12/16/2015	Sunstate Meter & Supply Inc.	$ 43,350.00	12/15/2015	John A. Titkanich, Jr. AICP
67502	12/17/2015	Sunstate Meter & Supply Inc.	$ 41,644.80	12/17/2015	John A. Titkanich, Jr. AICP
67504	12/17/2015	Duval Ford	$ 29,850.00	12/17/2015	John A. Titkanich, Jr. AICP
67553	12/28/2015	FL Division of Workers Comp.	$ 27,318.63	12/28/2015	John A. Titkanich, Jr. AICP
67580	1/4/2016	CDM Smith Inc.	$ 49,250.00	12/30/2015	John A. Titkanich, Jr. AICP
67626	1/13/2016	Quentin L. Hampton Assoc.	$ 25,205.00	1/13/2016	John A. Titkanich, Jr. AICP
67713	2/3/2016	Empire Computing & Consulting	$ 30,000.00	2/3/2016	John A. Titkanich, Jr. AICP
67757	2/12/2016	Pro Co., Inc.	$ 32,131.00	2/11/2016	John A. Titkanich, Jr. AICP
67759	2/12/2016	Stewarts Electric Motor Works	$ 49,564.90	2/11/2016	John A. Titkanich, Jr. AICP
67785	2/19/2016	Cardno, Inc.	$ 27,525.00	2/19/2016	John A. Titkanich, Jr. AICP
68714	2/25/2016	Architects RZK, Inc.	$ 38,445.65	2/25/2016	John A. Titkanich, Jr. AICP
67868	3/8/2016	Sunstate Meter & Supply Inc.	$ 31,678.40	3/4/2016	John A. Titkanich, Jr. AICP
67900	3/14/2016	Sunstate Meter & Supply Inc.	$ 27,191.20	3/14/2016	John A. Titkanich, Jr. AICP
67934	3/17/2016	Burton & Associates	$ 28,475.00	3/17/2016	John A. Titkanich, Jr. AICP
67936	3/17/2016	Burton & Associates	$ 26,160.00	3/17/2016	John A. Titkanich, Jr. AICP
67948	3/22/2016	Endeavour Elementary School	$ 40,000.00	3/21/2016	John A. Titkanich, Jr. AICP
67950	3/22/2016	Burton & Associates	$ 34,840.00	3/22/2016	John A. Titkanich, Jr. AICP
68061	4/13/2016	Atlantic Development	$ 40,358.13	4/13/2016	John A. Titkanich, Jr. AICP
68082	4/18/2016	Cardno, Inc.	$ 32,250.00	4/15/2016	John A. Titkanich, Jr. AICP
68117	4/25/2016	Cardno, Inc.	$ 25,700.00	4/25/2016	John A. Titkanich, Jr. AICP
68213	5/16/2016	CDW Government	$ 35,945.06	5/13/2016	John A. Titkanich, Jr. AICP
68281	5/26/2016	SDV Services	$ 34,900.00	5/25/2016	John A. Titkanich, Jr. AICP

Purchase Order Approvals 10-01-15 thru 09-30-16
$25,000 to $50,000 By City Manager (Continued)

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
68282	5/26/2016	CDM Smith Inc.	$ 25,000.00	5/25/2016	John A. Titkanich, Jr. AICP
68292	5/31/2016	Coggin Ford	$ 27,305.90	5/27/2016	John A. Titkanich, Jr. AICP
68318	6/1/2016	Bussen Mayer Engineering	$ 44,860.00	5/31/2016	John A. Titkanich, Jr. AICP
68387	6/15/2016	CDW Government	$ 49,915.52	6/14/2016	John A. Titkanich, Jr. AICP
68520	7/25/2016	Barney's Pumps	$ 49,420.00	7/22/2016	John A. Titkanich, Jr. AICP
68559	7/29/2016	CH2M Hill	$ 48,038.22	7/29/2016	John A. Titkanich, Jr. AICP
68581	8/2/2016	Empire Computing & Consulting	$ 35,622.55	8/1/2016	John A. Titkanich, Jr. AICP
68590	8/4/2016	American Grinding Company	$ 28,875.00	8/4/2016	John A. Titkanich, Jr. AICP
68603	8/8/2016	Universal Steel of America	$ 48,469.00	8/5/2016	John A. Titkanich, Jr. AICP
68604	8/8/2016	FL Municipal Insurance	$ 44,498.40	8/5/2015	John A. Titkanich, Jr. AICP
68672	8/18/2016	Dell Computer Corp.	$ 29,954.25	8/18/2016	John A. Titkanich, Jr. AICP
68715	8/26/2016	CE Power Solutions of Florida	$ 49,504.00	8/19/2016	Matthew Fuhrer (Acting)
68718	8/29/2016	Connect Consulting Inc.	$ 50,000.00	8/26/2016	John A. Titkanich, Jr. AICP
68720	8/29/2016	Garganese, Weiss & D'Agresta	$ 30,950.00	8/26/2016	John A. Titkanich, Jr. AICP
68758	9/8/2016	Sunstate Meter & Supply Inc.	$ 39,390.80	9/7/2016	John A. Titkanich, Jr. AICP
68833	9/26/2016	Aptitude Associates Inc,	$ 31,895.00	9/23/2016	John A. Titkanich, Jr. AICP
68834	9/26/2016	Morrow Electric Inc.	$ 30,564.00	9/23/2016	John A. Titkanich, Jr. AICP

69 Purchase Order Approved by City Manager

Purchase Order Approvals 10-01-15 thru 09-30-16
$25,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
67362	11/30/2015	Cocoa Main Street	$ 25,000.00	11/3/2015	COCOA
67465	12/14/2015	Infrastructure Solution Service	$ 33,841.00	2/3/2015	COCOA
67466	12/14/2015	Quentin L. Hampton Assoc.	$ 41,242.91	7/7/2015	COCOA
67497	12/16/2015	Alliance for Neighborhood	$ 25,000.00	12/14/2015	COCOA
68135	4/28/2016	Infrastructure Solution Service	$ 40,000.00	4/18/2016	DIAMOND SQUARE

5 Purchase Order Approved by CRA

Prepared by Purchasing 9/30/2016

Purchase Order Approvals 10-01-15 thru 09-30-16
$25,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
66741	10/6/2015	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
66742	10/6/2015	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
66907	10/12/2015	H&H Liquid Sludge Disposal, Inc.	$ 40,000.00	9/22/2015	City Council
66913	10/12/2015	ESRI Environmental Systems, Inc.	$ 27,275.00	9/9/2014	City Council
66914	10/12/2015	Glover Oil Company Inc.	$ 26,523.00	7/8/2014	City Council
66956	10/15/2015	Verizon Wireless	$ 42,720.00	7/24/2012	City Council
67042	10/22/2015	Glover Oil Company Inc.	$ 49,000.00	7/8/2014	City Council
67049	10/22/2015	Florida Power & Light	$ 30,000.00	10/13/2015	City Council
67051	10/22/2015	Florida Power & Light	$ 50,000.00	10/13/2015	City Council
67057	10/22/2015	Water Resource Associates	$ 49,500.00	3/24/2015	City Council
67058	10/22/2015	Glover Oil Company Inc.	$ 25,964.00	7/8/2014	City Council
67060	10/22/2015	Lisa Cullen Tax Collector	$ 41,200.00	10/21/2015	City Council
67064	10/22/2015	Brandes Design-Build, Inc.	$ 26,895.00	10/13/2015	City Council
67079	10/26/2015	Glover Oil Company Inc.	$ 28,175.06	7/8/2014	City Council
67237	11/16/2015	United Self Insured Services	$ 50,000.00	9/8/2015	City Council
67264	11/18/2015	CH2M Hill Engineers, Inc.	$ 28,240.22	10/14/2014	City Council
67265	11/18/2015	Coggin Ford	$ 46,904.48	11/10/2015	City Council
67267	11/18/2015	Coggin Ford	$ 27,059.94	11/10/2015	City Council
67269	11/18/2015	Coggin Ford	$ 28,386.97	11/10/2015	City Council
67317	11/23/2015	Coggin Ford	$ 27,296.91	11/23/2015	City Council
67341	11/25/2015	Don Reid Ford Inc.	$ 25,506.00	11/10/2015	City Council
67342	11/25/2015	Don Reid Ford Inc.	$ 25,506.00	11/10/2015	City Council
67343	11/25/2015	Coggin Ford	$ 27,059.94	11/10/2015	City Council
67351	11/25/2015	Coggin Ford	$ 40,950.54	11/10/2015	City Council
67353	11/25/2015	CH2M Hill Engineers, Inc.	$ 38,151.51	5/27/2014	City Council
67398	12/3/2015	Villages Construction Inc.	$ 37,009.89	10/13/2015	City Council
67399	12/3/2015	Myra Planning & Design	$ 45,285.65	3/24/2015	City Council
67401	12/3/2015	Bussen Mayer Engineering	$ 45,000.00	6/23/2015	City Council
67526	12/22/2015	CH2M Hill Engineers, Inc.	$ 25,884.84	12/8/2015	City Council
67560	12/28/2015	Glover Oil Company Inc.	$ 36,908.19	7/8/2014	City Council
67668	1/27/2016	Glover Oil Company Inc.	$ 26,201.85	7/8/2014	City Council
67751	2/11/2016	Duval Ford	$ 43,329.00	1/13/2015	City Council
67866	3/8/2016	Florida Bullet Inc.	$ 27,028.66	2/9/2016	City Council
68215	5/16/2016	Glover Oil Company Inc.	$ 40,577.12	7/8/2014	City Council
68337	6/6/2016	Communications Int'l Inc.	$ 28,205.78	4/26/2016	City Council
68365	6/9/2016	Infrastructure Solution Service	$ 40,245.00	5/24/2016	City Council
69417	6/24/2016	Glover Oil Company	$ 33,744.73	7/8/2014	City Council
68639	8/15/2016	Danus Utilities, Inc.	$ 41,300.00	7/26/2016	City Council
68641	8/15/2016	Danus Utilities, Inc.	$ 40,955.00	7/26/2016	City Council
68774	9/8/2016	DP Development of the Treasurer	$ 38,828.00	7/26/2016	City Council

40 Purchase Order Approved by City Council

Prepared by Purchasing 9/30/2016

Legislation Details (With Text)

File #:	16-460	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/12/2016			**In control:**	City Council
On agenda:	10/25/2016			**Final action:**	
Title:	FY 2016 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	September 2016 EXPENSE Budget Tracking Worksheet (2).pdf September 2016 REVENUE Budget Tracking Worksheet (2).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 12, 2016
Agenda Date: October 25, 2016
Prepared By: Anthony Hagan / Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
FY 2016 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2016 thru September 30, 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 2016 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 9/30/2016

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
04/18/16	001-1000-511.40-00	(200)	SHORTFALL IN MEMBERSHIPS AND PUBLICATIONS		2683
	001-1000-511.54-00	200			
05/26/16	001-1000-511.23-00	925	COVER INCREASE IN HLTH INS COST FOR CITY COUNCIL		3275
09/13/16	001-1000-511.48-00	(400)	COVER NEG BALANCE & PURCH FOR REMAINDER OF FY16		4798
	001-1000-511.52-00	400			
09/29/16	001-1000-511.11-00	(354)	HEALTH BENEFIT EXPENSE INCREASE		5044
	001-1000-511.23-00	354			
4	Budget Amendments/Transfers			Division 1000 Total $925	
1100 - CITY MANAGER'S OFFICE					
11/24/15	001-1100-512.12-00	(7,200)	FROM REG SALARIES & WAGES TO EXECUTIVE /SPECIAL PAY		601
	001-1100-512.15-00	7,200			
04/21/16	001-1100-512.49-00	(827)	ADOBE CREATIVE CLOUD SOFTWARE SUB MEMBER		2750
	001-1100-512.54-00	827			
05/13/16	001-1100-512.23-00	2,750	COVER PAYROLL COSTS FOR THE REMAINDER OF FY 16		3088
	001-1100-512.12-00	8,500			
	001-1100-512.22-00	12,500			
06/01/16	001-1100-512.23-00	2,750	COVER PAYROLL REMAINDER FY16 - MID YEAR ANALYSIS		3338
	001-1100-512.12-00	8,500			
	001-1100-512.22-00	12,500			
08/17/16	001-1100-512.22-00	(12,500)	REVERSE A DUPLICATE ENTRY GROUPS 3088 and 3338		4377
	001-1100-512.12-00	(8,500)			
	001-1100-512.23-00	(2,750)			
5	Budget Amendments/Transfers			Division 1100 Total $23,750	
1103 - INFORMATION TECHNOLOGY					
10/20/15	001-1103-516.27-00	(2,400)	FROM CAFETERIA PLAN TO CAFETERIA PLAN		602
	001-1103-516.21-00	(3,534)	FROM FICA TAXES TO FICA TAXES		602
	001-1103-516.23-00	(7,591)	FROM LIFE/HEALTH INSURANC TO LIFE/HEALTH INSURANCE		602
	001-1103-516.12-00	(43,784)	FROM REG SALARIES & WAGES TO REG SALARIES & WAGES		602

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
10/20/15	001-1103-516.22-00	(3,179)	FROM RETIREMENT CONTRIBUT TO RETIREMENT CONTRIBUTIO	602
	001-1103-516.24-00	(116)	FROM WORKER'S COMP TO WORKER'S COMP	602
01/22/16	001-1103-516.52-00	(5,000)	FROM OPERATING SUPPLIES TO COMMUNICATION SERVICES	1417
	001-1103-516.41-00	5,000		
02/26/16	001-1103-516.52-00	(10,000)	FROM OPERATING SUPPLIES TO MACHINERY AND EQUIPMEN	1919
	001-1103-516.64-00	10,000		
	001-1103-516.52-00	(5,005)	FROM OPERATING SUPPLIES TO PROFESSIONAL SVCS	1919
	001-1103-516.31-00	5,005		
03/07/16	001-1103-516.52-00	(7,600)	BUDGET TXFR OPER SUPPLIE TO TRAINING	2034
	001-1103-516.55-00	7,600		
03/17/16	001-1103-516.52-00	(9,000)	TXFR FRM OPERATING SUPPLI TO PROFESSIONAL SERVICES	2166
	001-1103-516.31-00	9,000		
03/30/16	001-1103-516.52-00	(6,000)	TXFR FRM OPERATING SUPPLI TO COMMUNICATION SERVICES	2381
	001-1103-516.41-00	6,000		
04/12/16	001-1103-516.52-00	(2,000)	FINAL BILL AT&T MIS	2571
	001-1103-516.41-00	2,000		
04/14/16	001-1103-516.68-10	(11,600)	SOCIAL MEDIA AND TEXT MSG ARCHIVE COST RECLASS	2628
	001-1103-516.52-00	11,600		
05/04/16	001-1103-516.52-00	2,074	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT	2934
05/13/16	001-1103-516.12-00	(21,000)	COVER PAYROLL COSTS FOR THE REMAINDER OF FY 16	3088
	001-1103-516.23-00	(2,750)		
06/01/16	001-1103-516.12-00	(21,000)	COVER PAYROLL REMAINDER FY16 - MID YEAR ANALYSIS	3338
	001-1103-516.23-00	(2,750)		
06/06/16	001-1103-516.46-00	(2,000)	COVER ANALOG PHONE LINES FOR ADDTNL MONTH	3396
	001-1103-516.41-00	2,000		
07/18/16	001-1103-516.46-00	(1,500)	MOVE FROM 4600 TO 4100 TO COVER PAST DUE SUNCOM INV	3906
	001-1103-516.41-00	1,500		
	001-1103-516.12-00	(500)	TXFR FNDS FROM SALARY TO OVERTIME - ROBERT STEELE	3906
	001-1103-516.14-00	500		
07/26/16	001-1103-516.46-00	(6,500)	TRANSFER FUNDS TO COVER APPLICATION FEES	4106
	001-1103-516.63-00	6,500		
08/08/16	001-1103-516.23-00	(5,157)	COVER ACCRUAL PAYOUTS FOR FORMER EMPLOYEE	4230
	001-1103-516.12-12	5,157		
	001-1103-516.46-00	(20,000)	COVER PROFESSIONAL SVCS DUE TO IT EMPLOYEE VACANC	4230
	001-1103-516.31-00	20,000		
08/17/16	001-1103-516.23-00	2,750	REVERSE A DUPLICATE ENTRY GROUPS 3088 and 3338	4377
	001-1103-516.12-00	21,000		
08/18/16	001-1103-516.46-00	(500)	TXFR TO COVER WINDSTREAM COSTS FOR 2 MONTHS	4400

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/18/16	001-1103-516.41-00	500	TXFR TO COVER WINDSTREAM COSTS FOR 2 MONTHS		4400
08/22/16	001-1103-516.46-00	(1,500)	COVER PERMITTING FEES FOR IT16FR - FIBER RING PROJE		4455
	001-1103-516.63-00	1,500			
09/19/16	001-1103-516.46-00	(3,000)	COVER END OF YEAR OPERATIONAL MAINT COSTS		4848
	001-1103-516.52-00	3,000			
27	Budget Amendments/Transfers		Division 1103 Total	($82,280)	
1500 - FINANCE GENERAL ACCOUNTNG					
11/25/15	001-1500-513.12-00	(26,030)	FROM REG SALARIES & WAGES TO ACCRUAL PAYOUTS		623
	001-1500-513.12-12	26,030			
01/29/16	001-1500-513.52-00	(500)	FROM OPERATING SUPPLIES TO TRAINING		1603
	001-1500-513.55-00	2,000			
02/19/16	001-1500-513.12-00	(831)	BUD TXFR S&W-ACCR PAYOUT		1806
	001-1500-513.12-12	831			
3	Budget Amendments/Transfers		Division 1500 Total	$1,500	
1505 - PURCHASING					
02/19/16	001-1505-513.12-00	(14,088)	BUD TXFR S&W-ACCR PAYOUT		1806
	001-1505-513.12-12	14,088			
1	Budget Amendments/Transfers		Division 1505 Total	$0	
1510 - FINANCE UTILITY ACCOUNTNG					
01/22/16	001-1510-536.52-00	(40)	FROM OPERATING SUPPLIES TO PRINTING & BINDING		1417
	001-1510-536.47-00	40			
01/29/16	001-1510-536.52-00	(1,500)	FROM OPERATING SUPPLIES TO TRAINING		1603
03/24/16	001-1510-536.34-00	93,000	TXFR FRM OTHER SOURCES NR TO CONTRACT SERVICES		2328
07/05/16	001-1510-536.42-00	(3,000)	COVER UNPLANNED PURCHASES DURING CUST SVC REORG		3747
	001-1510-536.52-00	3,000			
09/22/16	001-1510-536.12-00	(3,600)	THREE EMP LIUNA TO GEN EM COVER NON UNION BENEFIT		4917
	001-1510-536.27-00	3,600			
5	Budget Amendments/Transfers		Division 1510 Total	$91,500	
1600 - GENERAL OPERATIONS					
11/10/15	001-1600-513.49-00	(20,000)	TXFR FRM OTHER CHRGS & OB TO UNEMPLOYMENT COMP		440
	001-1600-513.25-00	20,000			
01/22/16	001-1600-513.39-00	(5,000)	FROM CONTINGENCY TO ACCOUNTING & AUDITING		1420
	001-1600-513.32-00	3,500			
	001-1600-513.31-01	1,500	FROM CONTINGENCY TO LEGAL EXPENSES		1420
	001-1600-513.61-00	815,000	LAND		1419
03/24/16	001-1600-513.39-00	(15,269)	TXFR FRM CONTINGENCY TO AIDS TO OTHER GOVT AGE		2327
	001-1600-513.81-00	15,269			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/18/16	001-1600-513.39-00	(15,438)	ACCRUAL PAYOUT SILVERMAN, MOHESKY, LEWIS, PIPER		2661
	001-1600-581.91-53	405,266	ESTABLISH RESERVES SELF FUNDED MED INSURANCE		2679
	001-1600-513.83-01	(25,000)	INTERLOCAL AGREEMENT PROJ DIAMOND SQUARE CRA		2667
	001-1600-581.91-11	25,000			
05/04/16	001-1600-513.52-00	(1,050)	ADDITIONAL POSTAGE FOR TAX NOTICES		2937
	001-1600-513.42-00	1,050			
	001-1600-513.83-01	(15,389)	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2934
	001-1600-513.83-01	(5,940)			2936
	001-1600-513.39-00	(24,700)	FUNDS TRANSFER FOR HR COORDINATOR POSITION		2939
05/13/16	001-1600-513.13-00	(20,000)	MOVE SUMMER YOUTH PROG FUNDS TO CORRECT ACCTS		3093
	001-1600-513.34-00	20,000			
05/26/16	001-1600-513.23-00	(925)	COVER INCREASE IN HLTH INS COST FOR CITY COUNCIL		3275
	001-1600-513.61-00	265,000	PURCHASE PROPERT AT CRNR OF FLORIDA, FORREST, & KI		3274
07/01/16	001-1600-513.25-00	(3,830)	AS-PD/FD MEDICAL SUPPLIES		3712
	001-1600-513.31-02	3,830			
07/14/16	001-1600-513.61-00	(265,000)	KEYS/MCCARTHY BLDNG PURCH CHANGED FROM LAND		3861
	001-1600-513.62-00	265,000			
07/18/16	001-1600-513.49-00	(860)	RECYCLE OBSOLETE DECALS FROM CITY INVENTORY		3906
	001-1600-513.49-15	860			
08/23/16	001-1600-513.39-00	(27,000)	ACCRUAL PAYOUT / 2 RETIRE & SPECIAL PAY, HLTH, OVRT		4613
	001-1600-513.39-00	(47,925)	COVER COST OF 125 ADDED BILLABLE HYDRANTS FY16		4612
20	Budget Amendments/Transfers			Division 1600 Total $1,347,949	
1601 - EMERGENCY/DISASTER SVS					
05/04/16	001-1601-525.52-00	1,030	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2934
1	Budget Amendments/Transfers			Division 1601 Total $1,030	
1801 - HUMAN RESOURCES					
10/22/15	001-1801-513.47-00	877	BADGE PRINTING		216
05/04/16	001-1801-513.24-00	45	FUNDS TRANSFER FOR HR COORDINATOR POSITION		2939
	001-1801-513.27-00	950			
	001-1801-513.22-00	1,228			
	001-1801-513.21-00	1,294			
	001-1801-513.23-00	4,269			
	001-1801-513.12-00	16,914			
08/08/16	001-1801-513.12-00	(1,134)	COVER ACCRUAL PAYOUTS FOR FORMER EMPLOYEE		4230
	001-1801-513.12-12	1,134			
08/26/16	001-1801-513.47-00	2,177	ADDTNL BADGE PRINTING FOR NEW HIRES AND SERVICE AWD		4529
09/08/16	001-1801-513.55-00	(79)	ADD FUNDS TO POSTAGE AND FREIGHT FOR REMAINDER FY		4688

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
09/08/16	001-1801-513.42-00	79	ADD FUNDS TO POSTAGE AND FREIGHT FOR REMAINDER FY		4688
09/29/16	001-1801-513.12-00	(146)	ADDITIONAL WORKERS COMP EXPENSES		5044
	001-1801-513.24-00	146			
6	Budget Amendments/Transfers		Division 1801 Total	$27,754	
1805 - CITY CLERK					
10/22/15	001-1805-513.52-00	(877)	BADGE PRINTING		216
08/26/16	001-1805-513.49-00	(2,177)	ADDTNL BADGE PRINTING FOR NEW HIRES AND SERVICE AWD		4529
	001-1805-513.34-00	(600)	COVER JULY POSTING AND ADDTNL PURCHASES FY16		4529
	001-1805-513.42-00	600			
3	Budget Amendments/Transfers		Division 1805 Total	($3,054)	
2100 - POLICE ADMIN/OPERATIONS					
10/15/15	001-2100-521.46-00	(1,336)	TXFR FRM LAW ENFR/REPAIR TO LAW ENFR/REPAIR		150
10/29/15	001-2100-521.41-00	(1,824)	TXFR FRM LAW ENFC / COMM TO LAW ENFC / OPERATING		290
	001-2100-521.52-00	1,824			
11/04/15	001-2100-521.52-00	5,182	TXFR FRM LAW ENF / CAPITL TO LAW ENF / OPERATING		364
	001-2100-521.41-00	(1,168)	TXFR FRM LAW ENF / COMM TO LAW ENF / OPERATING		364
	001-2100-521.52-00	(1,305)	TXFR FRM LAW ENF / OPERAT TO LAW ENF / OPERATING		364
	001-2100-521.46-00	(1,135)	TXFR FRM LAW ENF / REPAIR TO LAW ENF / OPERATING		364
11/25/15	001-2100-521.12-00	(15,000)	FROM REG SALARIES & WAGES TO WAGES/SALARIES/CONTRAC		671
	001-2100-521.12-06	15,000			
12/14/15	001-2100-521.64-00	(15,120)	FROM LAW ENF / MACH & EQU TO LAW ENF / RENT & LEASE		879
	001-2100-521.44-00	15,120			
12/23/15	001-2100-521.41-00	(1,000)	CHANGE ORDER TO PO 66815		1017
	001-2100-521.52-00	500			
	001-2100-521.54-00	500			
01/14/16	001-2100-521.64-00	(811)	FROM LAW ENFC / MACH & EQ TO LAW ENFC / OPERATING		1316
	001-2100-521.52-00	811			
	001-2100-521.64-15	(22,980)	FROM MACH & EQ / IT HARDW TO MACH & EQ / JAG GRANT		1316
	001-2100-521.64-01	22,980			
02/19/16	001-2100-521.64-01	(2,106)	LAW R&M TABLETS-JAG GRANT		1811
	001-2100-521.46-00	2,106			
04/01/16	001-2100-521.64-00	(3,000)	TXFR FRM LAW ENF / MACHIN TO LAW ENF / OTHER CHRGS		2438
	001-2100-521.49-00	3,000			
05/04/16	001-2100-521.52-00	3,009	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2934
05/26/16	001-2100-521.12-00	(140,596)	COVER PAYROLL COSTS BASED ON MID-YEAR ANLYSIS		3276
	001-2100-521.24-00	(8,271)			
	001-2100-521.27-00	2,670			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/26/16	001-2100-521.22-00	5,601	COVER PAYROLL COSTS BASED ON MID-YEAR ANLYSIS		3276
	001-2100-521.15-00	22,870			
	001-2100-521.12-12	140,596			
08/01/16	001-2100-521.12-06	6,439	ADD FUNDS TO COVER LAST 15 PAY PERIODS OF FY 16		4105
08/08/16	001-2100-521.12-00	(23,861)	COVER ACCRUAL PAYOUT FOR DROP & OVERTIME FOR PD		4233
	001-2100-521.12-12	23,861			
	001-2100-521.14-00	25,000			
08/29/16	001-2100-521.34-00	2,500	PD TRANSFER TO COVER CLEANING OF BUILDING		4547
09/19/16	001-2100-521.44-00	(7,525)	USE LIQUIDATED FUNDS TO PAINT PD WALLS		4848
	001-2100-521.34-00	9,230			
09/30/16	001-2100-521.40-00	135	SUSTAIN THE ACCOUNT THROUGH END OF FY 16		5133
20	Budget Amendments/Transfers		Division 2100 Total	$61,896	
2101 - POLICE COMMUNICATIONS					
10/15/15	001-2101-521.46-00	1,336	TXFR FRM LAW ENFR/REPAIR TO LAW ENFR/REPAIR		150
11/04/15	001-2101-521.64-00	(1,574)	TXFR FRM LAW ENF / CAPITL TO LAW ENF / OPERATING		364
02/19/16	001-2101-521.12-00	(1,090)	BUD TXFR S&W-ACCR PAYOUT		1806
	001-2101-521.12-12	1,090			
05/26/16	001-2101-521.12-00	(23,862)	COVER PAYROLL COSTS BASED ON MID-YEAR ANLYSIS		3276
	001-2101-521.12-12	992			
08/01/16	001-2101-521.12-00	(6,439)	ADD FUNDS TO COVER LAST 15 PAY PERIODS OF FY 16		4105
08/08/16	001-2101-521.12-00	(36,404)	COVER ACCRUAL PAYOUT FOR DROP & OVERTIME FOR PD		4233
	001-2101-521.12-12	1,404			
	001-2101-521.14-00	10,000			
08/29/16	001-2101-521.34-00	(2,500)	PD TRANSFER TO COVER CLEANING OF BUILDING		4547
09/19/16	001-2101-521.34-00	(1,705)	USE LIQUIDATED FUNDS TO PAINT PD WALLS		4848
09/30/16	001-2101-521.40-00	(135)	SUSTAIN THE ACCOUNT THROUGH END OF FY 16		5133
9	Budget Amendments/Transfers		Division 2101 Total	($58,887)	
2200 - FIRE ADMINISTRATION					
01/14/16	001-2200-522.52-00	(150)	FROM OPERATING SUPPLIES TO POSTAGE & FREIGHT		1316
	001-2200-522.42-00	150			
03/30/16	001-2200-522.20-00	(200)	TXFR FRM CLOTHING / SHOE ALLOWANCE		2387
	001-2200-522.21-00	(8,570)	TXFR FRM FICA TAXES		2387
	001-2200-522.23-00	(29,444)	TXFR FRM LIFE / HEALTH INSURANCE		2387
	001-2200-522.12-00	(112,028)	TXFR FRM REGULAR SALARIES & WAGES		2387
	001-2200-522.22-01	(65,427)	TXFR FRM RETIREMENT CONTRIBUTIONS		2387
	001-2200-522.24-00	(5,948)	TXFR FRM WORKER'S COMPENSATION		2387
05/06/16	001-2200-522.24-00	5,948	BUDGET WAS INADVERTENTLY MOVED IN ERROR		2981

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
06/28/16	001-2200-522.46-03	(2,300)	UNEXPECTED EXPENDITURES WITH ADDTL QTR PMI REMAIN	3661
07/12/16	001-2200-522.45-00	130	PURCHASE OF NEW VEHICLES INSURANCE COST INCREASED	3817
08/08/16	001-2200-522.40-00	(1,000)	COVER EXPECTED DEFICITS IN ACCOUNTS	4231
	001-2200-522.46-03	(1,000)		
08/23/16	001-2200-522.15-00	1,590	ACCRUAL PAYOUT / 2 RETIRE & SPECIAL PAY, HLTH, OVRT	4613
	001-2200-522.24-00	4,177		
	001-2200-522.23-00	5,237		
12	Budget Amendments/Transfers		Division 2200 Total ($208,835)	
2201 - FIRE OPERATIONS				
01/22/16	001-2201-522.64-00	14,200	MACHINERY AND EQUIPMENT	1418
02/26/16	001-2201-522.14-00	(15,000)	FROM OVERTIME TO CONTRACT SERVICES	1919
	001-2201-522.34-00	15,000		
03/30/16	001-2201-522.52-30	(1,157)	TXFR FRM FUEL, OIL, & LUB TO INSURANCE	2381
	001-2201-522.45-00	1,157		
	001-2201-522.20-00	200	TXFR TO CLOTHING / SHOE ALLOWANCE	2387
	001-2201-522.21-00	8,570	TXFR TO FICA TAXES	2387
	001-2201-522.23-00	29,444	TXFR TO LIFE / HEALTH INSURANCE	2387
	001-2201-522.12-00	112,028	TXFR TO REGULAR SALARIES & WAGES	2387
	001-2201-522.22-01	65,427	TXFR TO RETIREMENT CONTRIBUTIONS	2387
	001-2201-522.24-00	5,948	TXFR TO WORKER'S COMPENSATION	2387
04/18/16	001-2201-522.14-00	(137,234)	ACCRUAL PAYOUT SILVERMAN, MOHESKY, LEWIS, PIPER	2661
	001-2201-522.24-00	4,782		
	001-2201-522.21-00	7,491		
	001-2201-522.22-01	42,324		
	001-2201-522.12-12	98,075		
	001-2201-522.52-00	(4)	PATIENT CARE REPORTS COVER PO	2687
	001-2201-522.47-00	4		
05/06/16	001-2201-522.24-00	(5,948)	BUDGET WAS INADVERTENTLY MOVED IN ERROR	2981
06/01/16	001-2201-522.64-00	(8,000)	CAP 5 STD EMS MACHINE & 2 SOFTWARE SVC PACKS	3346
	001-2201-522.52-00	8,000		
06/28/16	001-2201-522.46-03	2,300	UNEXPECTED EXPENDITURES WITH ADDTL QTR PMI REMAIN	3661
07/12/16	001-2201-522.55-00	(2,067)	PURCHASE OF NEW VEHICLES INSURANCE COST INCREASED	3817
	001-2201-522.45-00	1,937		
08/01/16	001-2201-522.42-00	(10)	COVER DEFICIT IN ACCOUNT	4105
	001-2201-522.54-00	10		
08/08/16	001-2201-522.46-00	(5,000)	COVER EXPECTED DEFICITS IN ACCOUNTS	4231
	001-2201-522.55-00	(3,000)		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
08/08/16	001-2201-522.52-02	(1,000)	COVER EXPECTED DEFICITS IN ACCOUNTS	4231
	001-2201-522.46-03	1,000		
	001-2201-522.43-00	5,000		
	001-2201-522.52-05	5,000		
08/18/16	001-2201-522.64-00	(1,043)	ITEM PURCHASED IN WRONG ACCOUNT.	4398
	001-2201-522.46-00	1,043		
08/23/16	001-2201-522.13-00	(40,000)	ACCRUAL PAYOUT / 2 RETIRE & SPECIAL PAY, HLTH, OVRT	4613
	001-2201-522.12-00	(16,368)		
	001-2201-522.12-12	5,364		
	001-2201-522.14-00	67,000		
	001-2201-522.46-05	47,925	COVER COST OF 125 ADDED BILLABLE HYDRANTS FY16	4612
09/19/16	001-2201-522.46-00	(1,300)	COVER REPAIRS THAT ARE IN PROCESS FOR FY16	4848
	001-2201-522.46-03	1,300		
21	Budget Amendments/Transfers		Division 2201 Total $313,398	
3200 - ADMINISTRATION				
10/20/15	001-3200-515.27-00	2,400	FROM CAFETERIA PLAN TO CAFETERIA PLAN	602
	001-3200-515.21-00	3,534	FROM FICA TAXES TO FICA TAXES	602
	001-3200-515.23-00	7,591	FROM LIFE/HEALTH INSURANC TO LIFE/HEALTH INSURANCE	602
	001-3200-515.12-00	43,784	FROM REG SALARIES & WAGES TO REG SALARIES & WAGES	602
	001-3200-515.22-00	3,179	FROM RETIREMENT CONTRIBUT TO RETIREMENT CONTRIBUTIO	602
	001-3200-515.24-00	116	FROM WORKER'S COMP TO WORKER'S COMP	602
01/28/16	001-3200-515.31-00	(12,015)	FROM PROFESSIONAL SVCS TO PROFESSIONAL SVCS	1499
02/19/16	001-3200-515.12-12	1,790	BUD TXFR SAL-ACCR PAYOUT	1806
	001-3200-515.12-00	(1,825)	BUD TXFR SAL-ACCR PO, O/T	1806
	001-3200-515.14-00	35	BUD TXFR SALARY-OVERTIME	1806
04/18/16	001-3200-515.12-00	(1,045)	ACCRUAL PAYOUTS LOMBARDI & ZERVOS	2682
	001-3200-515.12-12	1,045		
05/04/16	001-3200-515.52-00	2,811	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT	2934
	001-3200-515.61-00	118,000	PURCHASE OF 3 PARCEL ID # FROM HOUSING AUTHORITY	2938
06/06/16	001-3200-515.52-00	(92)	FLOODPLAIN MNGR ASS RENEW & BLDNG DVS REFERENCE BK	3394
	001-3200-515.54-00	92		
06/28/16	001-3200-515.31-00	(20,000)	FNDS TO UNIVERAL ENGINEER TO PERFORM BLDNG INSP SVC	3665
	001-3200-515.34-00	20,000		
	001-3200-515.52-00	(2,000)	FUNDS TO PAY LEGAL ADS FOR COMP PLAN AND ZONING	3660
	001-3200-515.49-00	2,000		
07/27/16	001-3200-515.41-00	(150)	NEGATIVE BALANCE IN COMM DEPUTY DIRECTOR PHONE	4064
08/01/16	001-3200-515.31-00	(2,000)	CODE ENF LIEN RECORDINGS FOR ABATEMENT / DEMO LIEN	4105

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/01/16	001-3200-515.49-00	2,000	CODE ENF LIEN RECORDINGS FOR ABATEMENT / DEMO LIEN		4105
08/26/16	001-3200-515.12-00	(8,549)	COVER SPECIAL EVENTS THROUGH END OF FY 16		4529
09/13/16	001-3200-515.31-00	(2,000)	COVER CODE ENF REC FEES AND LEGAL ADS FOR HEARING		4747
	001-3200-515.49-00	2,000			
20	Budget Amendments/Transfers		Division 3200 Total	$160,701	
3205 - ECONOMIC DEVELOPMENT					
01/28/16	001-3205-559.31-00	12,015	FROM PROFESSIONAL SVCS TO PROFESSIONAL SVCS		1499
06/01/16	001-3205-559.12-00	(1,468)	COVER PAYROLL REMAINDER FY16 - MID YEAR ANALYSIS		3338
	001-3205-559.23-00	85			
	001-3205-559.12-12	1,383			
07/27/16	001-3205-559.41-00	150	NEGATIVE BALANCE IN COMM DEPUTY DIRECTOR PHONE		4064
3	Budget Amendments/Transfers		Division 3205 Total	$12,165	
3290 - LEISURE SERVICES					
12/02/15	001-3290-574.12-00	(14,240)	TO COVER NON-CITY SPECIAL EVENTS		682
	001-3290-574.64-00	(4,990)			
	001-3290-574.22-01	6,230			
	001-3290-574.15-00	13,000			
04/18/16	001-3290-574.12-00	(6)	ACCRUAL PAYOUTS LOMBARDI & ZERVOS		2682
	001-3290-574.14-00	6			
06/01/16	001-3290-574.12-00	(630)	COVER PAYROLL REMAINDER FY16 - MID YEAR ANALYSIS		3338
	001-3290-574.24-00	630			
07/27/16	001-3290-574.48-00	(500)	JULY 4TH CLEANUP RIVERFRONT PARK		4064
	001-3290-574.55-00	(450)			
	001-3290-574.40-00	(400)			
	001-3290-574.49-00	(200)			
	001-3290-574.34-00	1,550			
08/26/16	001-3290-574.24-00	70	COVER SPECIAL EVENTS THROUGH END OF FY 16		4529
	001-3290-574.21-00	114			
	001-3290-574.22-01	1,850			
	001-3290-574.15-00	6,515			
09/22/16	001-3290-574.49-00	(55)	PAY FOR REQUIRED CROWD MANGEMENT TRAINING		4917
	001-3290-574.55-00	55			
6	Budget Amendments/Transfers		Division 3290 Total	$8,549	
3500 - ADMINISTRATION					
10/29/15	001-3500-519.52-00	500	TXFR FRM OPERATING SUPPLI TO OPERATING SUPPLIES		290
	001-3500-519.44-00	500	TXFR FRM RENTALS AND LEAS TO RENTALS AND LEASES		290
05/04/16	001-3500-519.52-00	2,971	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2934

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/08/16	001-3500-519.13-00	(20)	COVER COST OF OVERTIME FOR REMAINDER FY 16		4230
	001-3500-519.14-00	20			
08/26/16	001-3500-519.13-00	(4,100)	COVER SALARY THROUGH END OF FY 16		4529
	001-3500-519.12-00	4,100			
5	Budget Amendments/Transfers		Division 3500 Total	$3,971	
3510 - PUBLIC WORKS MAINTENANCE					
10/29/15	001-3510-541.52-00	(500)	TXFR FRM OPERATING SUPPLI TO OPERATING SUPPLIES		290
	001-3510-541.44-00	(500)	TXFR FRM RENTALS AND LEAS TO RENTALS AND LEASES		290
12/14/15	001-3510-541.63-00	554,018	INFRASTRUCTURE		875
12/30/15	001-3510-541.46-00	(10,000)	FROM REPAIR AND MAINT TO OPERATING SUPPLIES		1099
	001-3510-541.52-00	10,000			
04/18/16	001-3510-541.53-00	(1,000)	ADD FUNDS TO COVER REMAINDER OF FY		2685
	001-3510-541.43-00	1,000			
05/04/16	001-3510-541.52-00	3,494	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2934
	001-3510-541.63-00	56,403	RAIL CROSSING MAINTENANCE ROSA L AND PEACHTREE		2927
	001-3510-541.63-00	(50,000)			2930
	001-3510-541.63-00	50,000			
	001-3510-541.63-00	95,462			2932
07/12/16	001-3510-541.46-00	(1,400)	STREETS & GROUNDS DIVS SHARED COST OIL BURNER HE		3817
07/26/16	001-3510-541.63-00	200,000	ASPHALT TO REPAVE FISKE FROM HIGHLAND TO DIXON		4103
	001-3510-541.63-00	29,792	FL AVE PHASE 1 ACTIVITIES INCLUDE PRE-CONSTRUCTION		4102
	001-3510-541.63-00	200,000	RECYCLING TO REPAVE FISKE FROM HIGHLAND TO DIXON		4104
08/18/16	001-3510-541.63-00	(17,000)	FUNDS TO BEGIN SCTPO SIDEWALK GAP PROJECT		4399
	001-3510-541.63-00	17,000			
08/23/16	001-3510-541.63-00	122,350	FUNDING FOR FISKE BLVD RECONSTRUCTION PROJECT		4614
15	Budget Amendments/Transfers		Division 3510 Total	$1,259,119	
3520 - PARKS & BEAUTIFICATION					
11/25/15	001-3520-572.12-00	(225)	FROM REG SALARIES & WAGES TO ACCRUAL PAYOUTS		623
	001-3520-572.12-12	225			
04/01/16	001-3520-572.52-00	(600)	TXFR FRM OPERATING SUPPLI TO TRAVEL AND PER DIEM		2438
	001-3520-572.40-00	600			
05/04/16	001-3520-572.52-00	3,494	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2936
06/28/16	001-3520-572.44-00	(800)	ADD MONEY FOR UNBUDGETED TREE TRIMMING SAFETY CLSS		3662
	001-3520-572.55-00	800			
07/12/16	001-3520-572.52-00	(1,425)	STREETS & GROUNDS DIVS SHARED COST OIL BURNER HE		3817
08/18/16	001-3520-572.44-00	(725)	REIMBURSE PERSONAL CELL PHONES FOR 3 PEOPLE		4400
	001-3520-572.41-00	600			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/18/16	001-3520-572.49-02	125	UNEXPECTED FLORIDA TODAY ADVERTISING COST FOR MOWI		4400
7	Budget Amendments/Transfers		Division 3520 Total	$2,069	
3540 - PUBLIC WORKS- FLEET MAINT					
04/21/16	001-3540-519.64-00	(3,000)	REPAIRS TO AUTOMATED FUEL SYSTEM AT CITY FLEET		2750
	001-3540-519.46-00	3,000			
05/04/16	001-3540-519.52-00	699	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2936
07/18/16	001-3540-519.52-00	(300)	ADDTNL INS CHARGES FOR ADDTNL FLEET POOL VHCL		3906
	001-3540-519.45-00	300			
08/08/16	001-3540-519.21-00	(500)	COVER COST OF OVERTIME FOR REMAINDER FY 16		4230
	001-3540-519.14-00	500			
08/18/16	001-3540-519.64-00	(996)	TXFR DAIG SCANNER AND BUY PARTS CLEANER		4400
	001-3540-519.44-00	(950)			
	001-3540-519.52-00	950			
	001-3540-519.52-00	996			
09/08/16	001-3540-519.54-00	(200)	TXFR TO COVER SHORTAGE IN TRAINING ACCOUNT		4688
	001-3540-519.55-00	200			
6	Budget Amendments/Transfers		Division 3540 Total	$699	
3560 - FACILITY MANAGEMENT					
04/18/16	001-3560-519.12-00	(284)	ACCRUAL PAYOUT F MARTIN		2684
	001-3560-519.12-12	284			
05/04/16	001-3560-519.52-00	1,747	CITY WIDE VHF/UHF RADIO FCC REBAND REQUIREMENT		2936
05/26/16	001-3560-519.64-00	(6,946)	FABRICATION AND INSTALL CITY WELCOME SIGNS		3277
	001-3560-519.52-00	6,946			
07/12/16	001-3560-519.64-00	1,425	STREETS & GROUNDS DIVS SHARED COST OIL BURNER HE		3817
4	Budget Amendments/Transfers		Division 3560 Total	$3,172	
3580 - CAPITAL PROJECTS MNGMT					
04/18/16	001-3580-519.62-00	38,709	ADDITIONAL FUNDS FOR FLEET EXPANSION PRJCT		2666
	001-3580-519.64-00	(500)	COVER LEGAL ADS FOR PW BID PACKAGES		2686
	001-3580-519.49-00	500			
07/12/16	001-3580-519.48-00	1,400	STREETS & GROUNDS DIVS SHARED COST OIL BURNER HE		3817
07/22/16	001-3580-519.46-02	(11,500)	SR 520 BRIDGE SIGNS		4004
	001-3580-519.46-00	11,500			
4	Budget Amendments/Transfers		Division 3580 Total	$40,109	
207	Total Budget Amendments/Transfers		**GENERAL FUND**	**$3,007,200**	
3230 - CRA ADMIN/OPERATIONS					
11/09/15	110-3230-559.39-00	(2,551)	FROM CASH CARRY FORWRD TO CONTINGENCY		670
	110-3230-559.63-00	4,460			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/09/15	110-3230-559.63-00	37,473	FROM CASH CARRY FORWRD TO CONTINGENCY		670
	110-3230-559.63-00	49,645			
	110-3230-559.63-00	61,110			
	110-3230-559.34-00	7,755	FROM CASH CARRY FORWRD TO CONTRACT SERVICES		670
12/02/15	110-3230-559.83-00	(2,800)	FROM OTHER GRANTS / AIDS TO CONTRACT SERVICES		738
	110-3230-559.34-00	2,800			
02/05/16	110-3230-559.72-00	(2,729)	FROM INTEREST TO PRINCIPAL		1631
	110-3230-559.71-00	2,729			
02/19/16	110-3230-559.12-00	(18)	BUD TXFR SALARY-O/T		1806
	110-3230-559.14-00	18			
03/24/16	110-3230-559.72-00	(11,837)	TXFR FRM DEBT SERVICE TO CONTRACT SERVICES		2325
	110-3230-559.83-00	(2,663)	TXFR FRM OTHER GRANTS/AID TO CONTRACT SERVICES		2325
	110-3230-559.34-00	14,500			
06/06/16	110-3230-559.47-00	(500)	ADD FUNDS TO RECORDING DOCUMENTS CLERK OF COURTS		3395
	110-3230-559.49-00	500			
09/22/16	110-3230-559.83-00	(3,110)	CORRECT A NEGATIVE ACCOUNT BALANCE		4917
	110-3230-559.34-00	3,110			
9 Budget Amendments/Transfers			Division 3230 Total	$157,892	
9 Total Budget Amendments/Transfers			**REDEVELOPMENT AGENCY FUND**	**$157,892**	
3230 - CRA ADMIN/OPERATIONS					
10/05/15	111-3230-559.83-00	(2,800)	TXFR FRM OTHER GRANT & AI TO TRAINING / TRAVEL PER		41
	111-3230-559.55-00	1,010			
	111-3230-559.40-00	1,790			
12/02/15	111-3230-559.83-00	(281)	FY16 REVISED BUDGET		681
	111-3230-559.63-00	162,966			
12/08/15	111-3230-559.83-00	(5,000)	FROM OTHER GRANTS & AIDS TO PROFESSIONAL SVCS		768
	111-3230-559.31-00	5,000			
02/19/16	111-3230-559.12-00	(6)	BUD TXFR SALARY-O/T		1806
	111-3230-559.14-00	6			
04/18/16	111-3230-559.31-00	5,000	INTERLOCAL AGREEMENT PROJ DIAMOND SQUARE CRA		2669
	111-3230-559.63-00	10,000			
	111-3230-559.83-00	10,000			
5 Budget Amendments/Transfers			Division 3230 Total	$187,685	
5 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$187,685**	
3230 - CRA ADMIN/OPERATIONS					
11/19/15	112-3230-559.83-02	(284)	REDUCE TIF REVENUE REVISED FY16 BUDGET		543
12/08/15	112-3230-559.43-00	(8)	FROM ELEC / WATER / SEWER TO INSURANCE		768

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/08/15	112-3230-559.45-00	8	FROM ELEC / WATER / SEWER TO INSURANCE		768
02/26/16	112-3230-559.83-02	(1,558)	FROM GENERAL FUND TO OTHER CHRGS AND OBLG		1919
	112-3230-559.49-00	1,558			
3	Budget Amendments/Transfers		Division 3230 Total	($284)	
	3 Total Budget Amendments/Transfers		**CRA US1 CORRIDOR**	**($284)**	
2100 - POLICE ADMIN/OPERATIONS					
02/19/16	141-2100-521.52-00	27,029	BUD ADMNT R#2016-10 DUTY GEAR AGND#15-570		1814
02/26/16	141-2100-521.52-00	(3,180)	FROM LAW ENF / OPERATING TO LAW ENF / CAPITAL		1934
	141-2100-521.64-00	3,180			
09/13/16	141-2100-521.64-00	11,635	ADD TWO CONFISCATED VEHCL TO FLEET FOR POLICE USE		4797
3	Budget Amendments/Transfers		Division 2100 Total	$38,664	
	3 Total Budget Amendments/Transfers		**POLICE CONFISCATED FUND**	**$38,664**	
3580 - CAPITAL PROJECTS MNGMT					
12/14/15	301-3580-519.62-00	(8,000,000)	FROM CAPITAL PRJCT-BLDNGS TO CAPITAL PRJCT - BLDNGS		881
	301-3580-519.62-00	2,500,000			
	301-3580-519.62-00	2,500,000			
	301-3580-519.62-00	3,000,000			
12/29/15	301-3580-519.62-00	(203,492)	FROM BUILDINGS TO LAND		1068
	301-3580-519.62-00	(10,000)			
	301-3580-519.61-00	10,000			
	301-3580-519.61-00	203,492			
01/29/16	301-3580-519.62-00	(266,858)	FROM BUILDINGS TO LAND		1610
	301-3580-519.62-00	(10,000)			
	301-3580-519.61-00	10,000			
	301-3580-519.61-00	266,858			
04/15/16	301-3580-519.62-00	(31,088)	MOVING LAND-RLTD EXPENSES FROM CAPITAL TO LAND		2654
	301-3580-519.62-00	(13,790)			
	301-3580-519.62-00	(9,453)			
	301-3580-519.61-00	9,453			
	301-3580-519.61-00	13,790			
	301-3580-519.61-00	31,088			
04/18/16	301-3580-519.62-00	(38,709)	ADDITIONAL FUNDS FOR FLEET EXPANSION PRJCT		2666
05/04/16	301-3580-519.62-00	(56,403)	RAILROAD CROSSING MAINTEN ROSA L AND PEACHTREE		2926
	301-3580-581.91-01	56,403			
05/13/16	301-3580-581.91-01	38,709	CORRECT A BALANCING ERROR ON AGENDA #16-114		3090
07/28/16	301-3580-519.62-00	(10,920)	COVER ALL LAND RELATED FIRE STATION EXPENSES		4075
	301-3580-519.62-00	(3,590)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/28/16	301-3580-519.62-00	(490)	COVER ALL LAND RELATED FIRE STATION EXPENSES		4075
	301-3580-519.61-00	490			
	301-3580-519.61-00	3,590			
	301-3580-519.61-00	10,920			
09/01/16	301-3580-519.62-00	(17,500)	TESTING ON BRUNSON SITE FOR FIREHOUSE #2		4611
	301-3580-519.61-00	17,500			
09/21/16	301-3580-519.62-00	(10,000)	LAND MITIGATION & SAMPLIN FOR BRUNSON & SR 524		4901
	301-3580-519.62-00	(2,400)			
	301-3580-519.61-00	2,400			
	301-3580-519.61-00	10,000			
09/27/16	301-3580-519.62-00	(10,000)	COVER VALUE ENGINEERING COSTS OVER 5% CONTINGENCY		5043
	301-3580-519.62-00	10,000			
09/29/16	301-3580-519.62-00	(200)	COVER ENVIRONMENTAL LAND MITIGATION FOR BRUNSON BL		5042
	301-3580-519.61-00	200			
12 Budget Amendments/Transfers			Division 3580 Total	$0	
12 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$0**	
1515 - FIELD SERVICES					
02/19/16	421-1515-536.12-00	(26,030)	BUD TXFR S&W-ACCR PAYOUT		1806
	421-1515-536.12-12	26,030			
04/04/16	421-1515-536.64-15	(2,600)	TXFR FRM IT HARDWARE TO WATER SEWER OPER SUPL		2443
	421-1515-536.52-00	2,600			
05/04/16	421-1515-536.52-00	9,233	REPLACE OBSOLETE RADIOS FCC RE-BAND REQUIREMENT		2922
06/15/16	421-1515-536.46-00	(200)	NEPTUNE MAPPING SOFTWARE SUBSCRIPTION ACCT CORRECT		3524
	421-1515-536.54-00	200			
	421-1515-536.52-00	(121)	VEHICLE REGISTRATION FOR I.T. VEHICLE NOT BUDGETED		3525
	421-1515-536.49-00	121			
09/29/16	421-1515-536.52-00	(2,500)	COVER GPS INSTALLATION & INS DEDUCTIBLE FOR VEH 19		5044
	421-1515-536.46-00	2,500			
6 Budget Amendments/Transfers			Division 1515 Total	$9,233	
4010 - WATER ADMINISTRATION					
11/10/15	421-4010-536.31-01	(5,000)	TXFR FRM LEGAL EXPENSES TO UNEMPLOYMENT COMP		440
	421-4010-536.25-00	5,000			
01/22/16	421-4010-536.39-00	(5,000)	FROM CONTINGENCY TO ACCOUNTING & AUDITING		1423
	421-4010-536.32-00	3,500			
	421-4010-536.31-01	1,500	FROM CONTINGENCY TO LEGAL EXPENSES		1423
	421-4010-536.39-00	(171,492)	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL		1422
02/26/16	421-4010-536.31-01	(3,000)	FROM LEGAL TO REPAIR/MAINT BUILDING		1919

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/26/16	421-4010-536.46-02	3,000	FROM LEGAL TO REPAIR/MAINT BUILDING		1919
03/07/16	421-4010-536.12-00	(1,184)	BUDGET TXFR REG SALARY TO ACCRUAL PAYOUTS		2034
	421-4010-536.12-12	1,184			
	421-4010-536.12-00	(12,426)	BUDGET TXFR REG SALARY TO OVERTIME		2034
	421-4010-536.14-00	12,426			
03/15/16	421-4010-536.39-00	(127,578)	TRANSFER FROM CONTINGENCY TO INFRASTRUCTURE		2165
03/24/16	421-4010-536.39-00	(93,000)	TXFR FRM CONTINGENCY TO GENERAL FUND		2329
	421-4010-581.91-01	93,000			
	421-4010-536.39-00	(408,464)	TXFR FRM CONTINGENCY TO MACHINERY & EQUIPMENT		2326
04/18/16	421-4010-581.91-53	405,266	ESTBLSH RESERVES FOR SELF FUNDED MED INSURANCE		2678
	421-4010-536.39-00	(188,850)	ITEMS INADVERTENTLY OMITT FROM BUDGET		2672
05/04/16	421-4010-536.39-00	(43,275)	REPLACE OBSOLETE RADIOS FCC RE-BAND REQUIREMENT		2922
	421-4010-536.39-00	(36,827)	REPLACE OBSOLETE RADIOS FCC REBAND REQUIREMENT		2924
	421-4010-536.52-00	8,621			
	421-4010-536.63-00	28,206			
05/13/16	421-4010-536.13-00	(20,000)	MOVE SUMMER YOUTH PROG FUNDS TO CORRECT ACCTS		3093
	421-4010-536.34-00	20,000			
05/26/16	421-4010-536.49-00	(1,000)	RECLASS EXPENSE DUE TO STATE ACCT REQUIREMENTS		3273
	421-4010-536.82-00	1,000			
06/13/16	421-4010-536.49-07	(69,817)	FY2015 BANK RECONCILE NON-CASH YEAR END ADJSTMN		3490
	421-4010-536.49-08	69,817			
07/18/16	421-4010-536.49-00	(852)	RECYCLE OBSOLETE DECALS FROM CITY INVENTORY		3906
	421-4010-536.49-15	852			
07/26/16	421-4010-536.31-00	1,531,934	UTILITY PRIVATIZATION PRJ PATRICK AFB / CAPE CA AFB		4107
08/08/16	421-4010-536.12-00	(9,165)	COVER ACCRUAL PAYOUTS & WAGES FOR DROP EMPLOYEES		4232
	421-4010-536.12-12	1,818			
	421-4010-536.13-00	7,347			
09/13/16	421-4010-536.31-00	(15,400)	FUND THE ENGINEERING SVCS FOR FIRE STATION #3		4747
09/15/16	421-4010-536.39-00	(70,000)	COVER ACE FLOW CONTROL REPAIR & MAIN FOR FY 16		4800
09/29/16	421-4010-536.31-00	(300)	FPL BILL INCREASE FOR GORDON FOLKES BLDNG		5044
	421-4010-536.43-00	300			
23	Budget Amendments/Transfers		Division 4010 Total	$912,141	
4020 - DYAL PLANT					
10/29/15	421-4020-536.46-00	(4,000)	TXFR FRM REPAIR AND MAINT TO REPAIR AND MAINTENANCE		295
	421-4020-536.46-00	4,000			
12/14/15	421-4020-536.46-00	753,233	TO REPAIR & MAINTENANCE		872
	421-4020-536.46-00	58,192			873

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
01/22/16	421-4020-536.64-00	68,814	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL	1422
03/07/16	421-4020-536.12-00	(13,056)	BUDGET TXFR REG SALARY TO ACCRUAL PAYOUTS	2034
	421-4020-536.12-12	13,056		
	421-4020-536.12-00	(26,557)	BUDGET TXFR REG SALARY TO OVERTIME	2034
	421-4020-536.14-00	26,557		
04/18/16	421-4020-536.46-00	188,850	ITEMS INADVERTENTLY OMITT FROM BUDGET	2672
	421-4020-536.46-00	123,606	NEW SCADA SYSTEM INADVERT BUDGETED UNDER WS1117	2671
04/21/16	421-4020-536.63-00	(1,440)	2 HVAC SYSTEMS BANANA RVR & VIERA BOOSTER STATIONS	2750
	421-4020-536.62-00	1,440		
05/04/16	421-4020-536.52-00	7,338	REPLACE OBSOLETE RADIOS FCC RE-BAND REQUIREMENT	2922
05/13/16	421-4020-536.34-00	(100,000)	EMERGENCY GENERATOR LEASE AT DYAL WTP.	3091
	421-4020-536.44-00	100,000		
05/26/16	421-4020-536.64-00	172,000	PURCHASE USED MOTOR GRADER FOR DYAL WTP	3279
06/01/16	421-4020-536.62-00	(41,440)	HVAC UNITS AT BANANA RVR & VIERA BOOSTER STATIONS	3345
	421-4020-536.64-00	41,440		
06/09/16	421-4020-536.52-00	(49,000)	PURCHASE FUEL FOR AUX PWR GENERATORS & GEAR OIL	3457
	421-4020-536.52-30	49,000		
07/01/16	421-4020-536.12-00	(48,000)	UT-DYAL 4020 OT FUNDS LOW	3715
	421-4020-536.14-00	48,000		
07/22/16	421-4020-536.34-00	(2,800)	ADDTIONAL INSURANCE; DYAL	4004
	421-4020-536.45-00	2,800		
09/01/16	421-4020-536.46-00	(30,000)	COVER NEW ROOF FOR SURFACE WATER SLDG BLDNG	4610
	421-4020-536.46-02	30,000		
09/13/16	421-4020-536.12-00	(9,000)	COVER MANPOWER INVOICES FOR TEMP LABOR AT DYAL WT	4799
	421-4020-536.34-00	9,000		
18	Budget Amendments/Transfers		Division 4020 Total $1,372,033	
4025 - WATER FIELD OPERATIONS				
01/22/16	421-4025-536.46-00	(27,608)	FROM REPAIRS AND MAINTEN TO REPAIRS / MAINT - BLDN	1421
	421-4025-536.46-02	27,608		
	421-4025-536.64-00	59,349	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL	1422
03/02/16	421-4025-536.12-00	(44,125)	ACCOUNTING ADJUSTMENT TO OTHER SALARIES & WAGES	1981
	421-4025-536.13-00	44,125		
03/07/16	421-4025-536.12-00	(945)	BUDGET TXFR REG SALARY TO ACCRUAL PAYOUTS	2034
	421-4025-536.12-12	945		
	421-4025-536.12-00	(28,000)	BUDGET TXFR REG SALARY TO OVERTIME	2034
	421-4025-536.14-00	28,000		
03/17/16	421-4025-536.46-00	(10,000)	TXFR FRM REPAIRS AND MAIN TO CONTRACT SERVICES	2166

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/17/16	421-4025-536.34-00	10,000	TXFR FRM REPAIRS AND MAIN TO CONTRACT SERVICES	2166
04/07/16	421-4025-536.46-00	(2,136)	ARBITRATOR FEE -SANDERLIN	2503
	421-4025-536.31-00	2,136		
04/14/16	421-4025-536.12-00	(76)	ACCRUAL PAYOUTS- J. HAZES C. McCALL, & M. SUNDSTROM	2627
	421-4025-536.12-12	76		
04/18/16	421-4025-536.46-00	(210,708)	ADDTNL FNDS INCREASED FDEP TESTING - ACE FLOW	2673
	421-4025-536.46-00	210,708		
05/04/16	421-4025-536.52-00	17,121	REPLACE OBSOLETE RADIOS FCC RE-BAND REQUIREMENT	2922
05/18/16	421-4025-536.44-00	(1,000)	TRANSFER TO COVER POSTAGE AND FREIGHT REMAINDER FY	3152
	421-4025-536.42-00	1,000		
05/27/16	421-4025-536.68-10	(20,000)	INFRAMAP NOW LICENSE BUDGETED IN 68-10 IN ERRO	3293
	421-4025-536.52-00	20,000		
06/01/16	421-4025-536.22-00	(47,913)	COVER PAYROLL REMAINDER FY16 - MID YEAR ANALYSIS	3338
	421-4025-536.12-12	22,141		
06/06/16	421-4025-536.55-00	(2,600)	WFO MANAGER TO ATTEND ESRI CONFERENCE IN CALIFO	3391
	421-4025-536.40-00	2,600		
06/28/16	421-4025-536.44-00	(653)	COVER COSTS FOR FY16 FOR HERITAGE CRYSTAL CLEAN	3659
	421-4025-536.31-00	653		
	421-4025-536.46-02	(23,000)	COVER REPAIRS AND MAINTEN FOR WFO REMAINDER FY16	3666
	421-4025-536.46-00	23,000		
	421-4025-536.46-00	(19,006)	PURCHASE TEAM INSERTVALVE WITH UNENCUM FUNDS	3664
	421-4025-536.64-00	19,006		
08/08/16	421-4025-536.23-00	(21,892)	COVER ACCRUAL PAYOUTS & WAGES FOR DROP EMPLOYEES	4232
	421-4025-536.12-12	132		
	421-4025-536.13-00	21,760		
	421-4025-536.45-00	(4,000)	COVER REPAIRS AND MAINT FOR REMAINDER FY 16	4230
	421-4025-536.46-00	4,000		
08/18/16	421-4025-536.64-00	(2,912)	TXFR TO PURCHASE 4 NEW SCHONSTEDT LOCATORS	4400
	421-4025-536.52-00	2,912		
08/19/16	421-4025-536.52-30	(35,000)	COVER REMAINDER OF FY 16 FOR ACE FLOW CONTROL	4436
	421-4025-536.46-00	35,000		
09/15/16	421-4025-536.46-00	70,000	COVER ACE FLOW CONTROL REPAIR & MAIN FOR FY 16	4800
22	Budget Amendments/Transfers		Division 4025 Total $120,698	
4055 - ENGINEERING				
10/22/15	421-4055-536.63-00	(17,324)	PROJ EXTENTED-MORE FUNDS FOR SERVICES	215
	421-4055-536.63-00	17,324		
10/29/15	421-4055-536.63-00	(70,000)	TXFR FRM INFRASTRUCTURE TO INFRASTRUCTURE	298

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
10/29/15	421-4055-536.63-00	70,000	TXFR FRM INFRASTRUCTURE TO INFRASTRUCTURE	298
12/14/15	421-4055-536.63-00	(1,968,704)	FROM INFRASTRUCTURE TO INFRASTRUCTURE	880
	421-4055-536.63-00	(1,467,681)		
	421-4055-536.63-00	(217,273)		
	421-4055-536.63-00	3,653,658		
	421-4055-536.63-00	9,537	INFRASTRUCTURE	874
	421-4055-536.63-00	11,623		
	421-4055-536.63-00	14,750		
	421-4055-536.63-00	124,533		
	421-4055-536.63-00	189,998		
	421-4055-536.63-00	388,626		
	421-4055-536.63-00	415,981		
	421-4055-536.63-00	467,162		
12/17/15	421-4055-536.63-00	(415,981)	FROM INFRASTRUCTURE TO INFRASTRUCTURE	939
	421-4055-536.63-00	415,981		
03/07/16	421-4055-536.12-00	(9,507)	BUDGET TXFR REG SALARY TO ACCRUAL PAYOUTS	2034
	421-4055-536.12-12	9,507		
04/06/16	421-4055-536.63-00	(50,000)	WATER CAPITAL PLAN	2489
	421-4055-536.68-10	50,000		
04/14/16	421-4055-536.12-00	(1,171)	ACCRUAL PAYOUTS- J. HAZES C. McCALL, & M. SUNDSTROM	2627
	421-4055-536.12-12	1,171		
04/18/16	421-4055-536.63-00	(298,066)	MOTOR CONTROL CNTR 1-6 & CONDUIT REPLCMNT SELLERS	2676
	421-4055-536.63-00	(123,606)	NEW SCADA SYSTEM INADVERT BUDGETED UNDER WS1117	2671
05/04/16	421-4055-536.55-00	(408)	REPLACE MONITOR FOR CAD DRAFTER IN ENGNRING STN	2925
	421-4055-536.52-00	408		
	421-4055-536.52-00	2,796	REPLACE OBSOLETE RADIOS FCC RE-BAND REQUIREMENT	2922
05/26/16	421-4055-536.63-00	(172,000)	PURCHASE USED MOTOR GRADER FOR DYAL WTP	3279
06/01/16	421-4055-536.12-00	(226)	COVER PAYROLL REMAINDER FY16 - MID YEAR ANALYSIS	3338
	421-4055-536.12-12	226		
06/06/16	421-4055-536.12-00	(500)	COVER UNANTICIPATED OVERTIME EXPENSES	3392
	421-4055-536.14-00	500		
07/26/16	421-4055-536.63-00	(931,934)	UTILITY PRIVATIZATION PRJ PATRICK AFB / CAPE CA AFB	4107
	421-4055-536.63-00	(310,000)		
	421-4055-536.63-00	(290,000)		
08/01/16	421-4055-536.31-03	(302)	COVER NEG BALANCE DUE TO PCHSE OF ADOBE LICENSES	4105
	421-4055-536.34-00	302		
08/08/16	421-4055-536.12-00	(230)	COVER ACCRUAL PAYOUTS & WAGES FOR DROP EMPLOYEES	4232
	421-4055-536.12-12	230		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
09/13/16	421-4055-536.31-03	15,400	FUND THE ENGINEERING SVCS FOR FIRE STATION #3		4747
19	Budget Amendments/Transfers		Division 4055 Total	($485,200)	
4120 - WATER RECLAMATION					
10/15/15	421-4120-536.46-00	(4,900)	TXFR FRM REPAIRS & MAINTQ TO CONTRACT SERVICES		150
	421-4120-536.31-00	4,900			
12/08/15	421-4120-536.46-00	(500)	FROM REPAIRS & MAINTENANC TO MACHINERY & EQUIPMENT		768
	421-4120-536.64-00	500			
12/22/15	421-4120-536.63-00	(30,000)	WS1306		990
	421-4120-536.68-10	30,000			
12/23/15	421-4120-536.46-00	(556)	TABLET ACT COSTS > BUDGET		1018
	421-4120-536.64-15	556			
01/14/16	421-4120-536.46-00	(2,920)	FROM REPAIRS & MAINTENANC TO MACHINERY & EQUIPMENT		1316
	421-4120-536.64-00	2,920			
01/22/16	421-4120-536.52-00	(892)	FROM OPERATING SUPPLIES TO MACHINERY & EQUIPMENT		1417
	421-4120-536.64-00	892			
02/19/16	421-4120-536.12-00	(6,030)	BUD TXFR S&W-ACCR PAYOUT		1806
	421-4120-536.12-12	6,030			
02/26/16	421-4120-536.64-00	(1,300)	FROM MACHINERY & EQUIPMEN TO OPERATING SUPPLIES		1919
	421-4120-536.52-00	1,300			
03/07/16	421-4120-536.12-00	(7,040)	BUDGET TXFR REG SALARY TO OVERTIME		2034
	421-4120-536.14-00	7,040			
04/18/16	421-4120-536.64-00	(1,345,070)	MOTOR CONTROL CNTR 1-6 & CONDUIT REPLCMNT SELLERS		2676
	421-4120-536.63-00	1,643,136			
05/04/16	421-4120-536.52-00	2,594	REPLACE OBSOLETE RADIOS FCC RE-BAND REQUIREMENT		2922
05/13/16	421-4120-536.52-00	(2,441)	DIESEL TANK FILTRATION MAINT SYSTEM		3089
	421-4120-536.64-00	2,441			
06/01/16	421-4120-536.12-00	(35,815)	COVER PAYROLL REMAINDER FY16 - MID YEAR ANALYSIS		3338
	421-4120-536.13-00	505			
	421-4120-536.22-00	9,970			
	421-4120-536.12-12	25,340			
07/18/16	421-4120-536.52-00	(15,000)	INCREASE FUNDS PO 66907 LQD SLUDGE DISPOSAL		3905
	421-4120-536.34-00	15,000			
08/01/16	421-4120-536.46-02	(4,050)	NEG BAL IN CONTRACT SVCS & ELECTRIC/WATER/SEWER		4105
	421-4120-536.43-00	1,500			
	421-4120-536.34-00	2,550			
08/02/16	421-4120-536.46-00	(8,300)	AVOID NEG BALANCE AND COVER OVERTIME FOR FY16		4139
	421-4120-536.46-02	(5,500)			
	421-4120-536.14-00	13,800			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
16	Budget Amendments/Transfers		Division 4120 Total	$300,660	
4125 - SEWER FIELD OPERATIONS					
11/24/15	421-4125-536.12-00	(2,506)	FROM REG SALARIES & WAGES TO RETIREMENT CONTRIBUT		710
	421-4125-536.22-00	2,506			
	421-4125-536.22-00	(2,506)			715
	421-4125-536.12-00	2,506			
01/22/16	421-4125-536.64-00	43,329	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL		1422
03/07/16	421-4125-536.12-00	(10,000)	BUDGET TXFR REG SALARY TO OVERTIME		2034
	421-4125-536.14-00	10,000			
03/15/16	421-4125-536.63-00	127,578	TRANSFER FROM CONTINGENCY TO INFRASTRUCTURE		2165
03/24/16	421-4125-536.64-00	408,464	TXFR FRM CONTINGENCY TO MACHINERY & EQUIPMENT		2326
05/04/16	421-4125-536.52-00	4,193	REPLACE OBSOLETE RADIOS FCC RE-BAND REQUIREMENT		2922
06/01/16	421-4125-536.24-00	452	COVER PAYROLL REMAINDER FY16 - MID YEAR ANALYSIS		3338
	421-4125-536.22-00	10,620			
	421-4125-536.12-00	14,700			
06/09/16	421-4125-536.46-00	(5,700)	COVER COST OF CONTRACTED MOWING OF LIFT STATIONS		3458
	421-4125-536.34-00	5,700			
06/28/16	421-4125-536.63-00	(591,657)	MOVE FNDS FRM LIFT ST 17 TO LIFT STN 4		3667
	421-4125-536.63-00	591,657			
07/12/16	421-4125-536.68-10	(7,700)	COVER INFRAMAP LICENSE. BUDGETED IN 68-10 IN ERR		3817
	421-4125-536.52-00	7,700			
08/08/16	421-4125-536.46-00	(500)	COVER POSTAGE AND FREIGHT FOR REMAINDER FY 16		4230
	421-4125-536.42-00	500			
09/01/16	421-4125-536.55-00	(169)	COVER LEGAL AD FOR BID B-16-17-COC SUB WAT PUMP		4609
	421-4125-536.49-00	169			
09/08/16	421-4125-536.34-00	(450)	TXFR TO COVER COST OF CELLPHONES REMAINDER FY		4688
	421-4125-536.41-00	450			
09/13/16	421-4125-536.53-00	(9,000)	COVER REPAIR & MAINTENANC FOR REMAINDER FY 16		4747
	421-4125-536.45-00	(1,000)			
	421-4125-536.46-00	10,000			
09/19/16	421-4125-536.54-00	(100)	COVER COST OF POSTAGE REMAINDER OF FY16		4848
	421-4125-536.42-00	100			
16	Budget Amendments/Transfers		Division 4125 Total	$609,336	
120	Total Budget Amendments/Transfers		**WATER/SEWER ENTERPRISE**	**$2,838,901**	
3570 - STORMWATER UTILITY					
10/15/15	423-3570-538.52-00	(500)	TXFR FRM OPERATING SUPPLI TO RENTALS AND LEASES		150
	423-3570-538.44-00	500			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/19/16	423-3570-538.12-00	(1,082)	BUD TXFR S&W-ACCR PAYOUT	1806
	423-3570-538.12-12	1,082		
	423-3570-538.63-00	(20,000)	BUDGET TXFR FACTORY ST DRAING IMPRV AGNDA#16-026	1818
	423-3570-538.61-00	20,000		
	423-3570-538.63-00	(20,963)	RIVERFRONT PARK SOD&DRAIN PROJ#SW16RD AGND#16-028	1812
	423-3570-538.63-00	20,963		
05/26/16	423-3570-538.63-00	(50,000)	DIAMOND SQ RDA OFF-SITE STORMWATER MANAGEMENT	3278
	423-3570-538.63-00	(40,245)		
	423-3570-538.63-00	40,245		
	423-3570-538.61-00	50,000		
06/06/16	423-3570-538.44-00	(675)	EDUCATIONAL BROCHURES REQUIRED PER NPDES PERMIT	3393
	423-3570-538.47-00	675		
06/28/16	423-3570-538.39-00	(13,000)	PURCHASE LAKEMONT DR LAND FOR STORMWATER	3663
	423-3570-538.61-00	13,000		
07/26/16	423-3570-538.63-00	(110,000)	ADD FNDS TO PEACHTREE ST TO COVER STORMWATER	4101
	423-3570-538.63-00	110,000		
08/01/16	423-3570-538.63-00	(71,834)	REFURBISH STREET SWEEPER	4100
	423-3570-538.46-03	71,834		
08/18/16	423-3570-538.46-00	(5,000)	COVER ADDITIONAL REPAIRS TO STREET SWEEPER	4400
	423-3570-538.46-03	5,000		
08/24/16	423-3570-538.31-00	(13,103)	SW16EJ & SW16FS ARE CPTL PROJECTS IN WRONG ACCTS	4486
	423-3570-538.31-00	(3,345)		
	423-3570-538.31-00	(2,280)		
	423-3570-538.63-00	2,280		
	423-3570-538.63-00	3,345		
	423-3570-538.63-00	13,103		
08/26/16	423-3570-538.13-00	(300)	COVER COST OF OVERTIME FOR REMAINDER OF FY 16	4529
	423-3570-538.14-00	300		
09/13/16	423-3570-538.46-00	(2,000)	COVER OVERTIME SHORTAGE AND COVER END OF FY	4747
	423-3570-538.14-00	2,000		
	423-3570-538.46-00	(3,000)	COVER REPAIR OF VEHICLES THROUGH END OF FY16	4747
	423-3570-538.46-03	3,000		
14 Budget Amendments/Transfers			Division 3570 Total	$0
14 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$0**
1801 - HUMAN RESOURCES				
04/18/16	530-1801-513.23-00	810,532	ESTABLISH RESERVES FOR SELF-FUNDED MED INS	2680
	530-1801-513.31-00	864,802	FY16 SELF-FND MED INS CLM & ADMIN SVC FEES BDGT	2677

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/18/16	530-1801-513.23-00	3,967,387	FY16 SELF-FND MED INS CLM & ADMIN SVC FEES BDGT		2677
2	Budget Amendments/Transfers		Division 1801 Total	$5,642,721	
	2 Total Budget Amendments/Transfers		**HEALTH INSURANCE FUND**	**$5,642,721**	

375 Transfers & Amendments between 10/1/2015 and 9/30/2016

FY 2016 TOTAL TRANSFERS & AMENDMENTS	**11,872,779**

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 2016 EXPENSE Budget Tracking Worksheet.imr
ran by Database User ID: cocoath

FY 2016 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 9/30/2016

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/14/15	001-0000-389.99-50	(1,054,358)	FB APPROP RESERVES		875
	001-0000-331.39-10	1,148,282	FED GRANT -TRANSPORTATION		875
	001-0000-389.99-11	460,094	RESTRICTED CASH CARRY FORWARD		875
01/22/16	001-0000-334.61-10	14,200	BREVARD COUNTY EMS GRANT		1418
	001-0000-389.99-50	815,000	FUND BAL-APPROP. RESERVES		1419
03/24/16	001-0000-381.91-21	93,000	TXFR FRM OTHER SOURCES NR TO CONTRACT SERVICES		2328
04/18/16	001-0000-389.99-50	405,266	ESTABLISH RESERVES SELF FUNDED MED INSURANCE		2679
05/04/16	001-0000-389.99-50	118,000	PURCHASE OF 3 PARCEL ID # FROM HOUSING AUTHORITY		2938
	001-0000-381.91-30	56,403	RAIL CROSSING MAINTENANCE ROSA L AND PEACHTREE		2927
	001-0000-389.99-50	95,462			2932
05/13/16	001-0000-381.91-30	38,709	CORRECT A BALANCING ERROR ON AGENDA #16-114		3090
05/26/16	001-0000-389.99-50	265,000	PURCHASE PROPERT AT CRNR OF FLORIDA, FORREST, & KI		3274
07/26/16	001-0000-389.99-50	200,000	ASPHALT TO REPAVE FISKE FROM HIGHLAND TO DIXON		4103
	001-0000-389.99-50	29,792	FL AVE PHASE 1 ACTIVITIES INCLUDE PRE-CONSTRUCTION		4102
	001-0000-389.99-50	200,000	RECYCLING TO REPAVE FISKE FROM HIGHLAND TO DIXON		4104
08/23/16	001-0000-389.99-50	122,350	FUNDING FOR FISKE BLVD RECONSTRUCTION PROJECT		4614
16	Budget Amendments/Transfers		Division 0000 Total	$3,007,200	
	16 Total Budget Amendments/Transfers		**GENERAL FUND**	**$3,007,200**	
11/09/15	110-0000-389.99-10	161,328	FROM CASH CARRY FORWRD CONTRACT SERVICES		670
	110-0000-338.00-00	(3,436)	FROM SHARED REVENUE LOCAL CONTRACT SERVICES		670
2	Budget Amendments/Transfers		Division 0000 Total	$157,892	
	2 Total Budget Amendments/Transfers		**REDEVELOPMENT AGENCY FUND**	**$157,892**	
12/02/15	111-0000-338.00-00	(281)	FY16 REVISED BUDGET		681
	111-0000-389.99-10	162,966			
04/18/16	111-0000-381.91-01	25,000	INTERLOCAL AGREEMENT PROJ DIAMOND SQUARE CRA		2669
2	Budget Amendments/Transfers		Division 0000 Total	$187,685	
	2 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$187,685**	
11/19/15	112-0000-338.00-00	(284)	REDUCE TIF REVENUE REVISED FY16 BUDGET		543
1	Budget Amendments/Transfers		Division 0000 Total	($284)	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**($284)**	
02/19/16	141-0000-389.99-11	27,029	BUD ADMNT R#2016-10 DUTY GEAR AGND#15-570		1814
09/13/16	141-0000-358.20-00	11,635	ADD TWO CONFISCATED VEHCL TO FLEET FOR POLICE USE		4797
2 Budget Amendments/Transfers			Division 0000 Total	$38,664	
2 Total Budget Amendments/Transfers			**POLICE CONFISCATED FUND**	**$38,664**	
12/14/15	421-0000-389.99-50	403,376	BAL FWD / FUND BAL APPROP RESERVES		874
	421-0000-389.99-50	1,218,834			
	421-0000-389.99-50	58,192	TO BALANCE FWD / BAL APPROP RESERVES		873
	421-0000-389.99-50	753,233	TO BALANCE FWD / FUN BAL APPROP RESERVES		872
04/18/16	421-0000-389.99-50	405,266	ESTBLSH RESERVES FOR SELF FUNDED MED INSURANCE		2678
4 Budget Amendments/Transfers			Division 0000 Total	$2,838,901	
4 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$2,838,901**	
04/18/16	530-0000-381.91-01	405,266	ESTABLISH RESERVES FOR SELF-FUNDED MED INS		2680
	530-0000-381.91-21	405,266			
	530-0000-341.20-00	4,832,189	FY16 SELF-FND MED INS CLM & ADMIN SVC FEES BDGT		2677
2 Budget Amendments/Transfers			Division 0000 Total	$5,642,721	
2 Total Budget Amendments/Transfers			**HEALTH INSURANCE FUND**	**$5,642,721**	

29 Transfers & Amendments between 10/1/2015 and 9/30/2016

FY 2016 TOTAL TRANSFERS & AMENDMENTS **11,872,779**

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 2016 REVENUE Budget Tracking Worksheet.imr
ran by Database User ID: cocoath

Date: 10/12/2016

Legislation Details (With Text)

File #:	16-461	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/12/2016			**In control:**	City Council
On agenda:	10/25/2016			**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 Sept 2016.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 12, 2016
Agenda Date: October 25, 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 September 2016 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.
   - Estimated - represents either the current period or year to date prorated budget

- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2016 Budget by Classification Report - Summary Listing

Through 9/30/2016

Target for September is 100%

UNAUDITED, PRELIMINARY STATEMENTS PRIOR TO CLOSING OUT THE FISCAL YEAR

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 6,821,651		$ 6,612,998.88	$ 208,652.12	97%
OTHER PERMITS AND FEES	$ 3,366,886		$ 3,072,627.50	$ 294,258.50	91%
INTERGOVERNMENTAL	$ 3,788,514		$ 2,600,408.31	$ 1,188,105.69	69%
CHARGES FOR SERVICES	$ 11,012,280		$ 11,021,693.60	$ (9,413.60)	100%
FINES AND FORFEITURES	$ 24,495		$ 23,266.25	$ 1,228.75	95%
MISCELLANEOUS	$ 793,005		$ 1,004,446.81	$ (211,441.81)	127%
OTHER SOURCES (NON-REVENUE)	$ 15,009,694		$ 6,688,042.00	$ 8,321,652.00	45%
REVENUE TOTALS	**$ 40,816,525**		**$ 31,023,483.35**	**$ 9,793,041.65**	**76%**
EXPENSE					
SALARIES AND BENEFITS	$ 20,937,339		$ 18,714,924.52	$ 2,222,414.48	89%
OPERATING EXPENDITURES	$ 9,980,074	$ 714,753.95	$ 7,457,094.45	$ 1,808,225.60	82%
CAPITAL OUTLAY	$ 6,750,303	$ 1,144,507.85	$ 4,775,114.27	$ 830,680.88	88%
GRANTS, AIDS AND OTHER	$ 3,148,809	$ -	$ 1,141,849.60	$ 2,006,959.40	36%
EXPENSE TOTALS	**$ 40,816,525**	**$ 1,859,261.80**	**$ 32,088,982.84**	**$ 6,868,280.36**	83%
REVENUE TOTALS	**$ 40,816,525**	**$ -**	**$ 31,023,483.35**	**$ 9,793,041.65**	**76%**
EXPENSE TOTALS	**$ 40,816,525**	**$ 1,859,261.80**	**$ 32,088,982.84**	**$ 6,868,280.36**	**83%**
	$ -	**$ (1,859,261.80)**	**$ (1,065,499.49)**		

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAXES								
311		AD VALOREM								
	10 00	CURRENT TAXES	387,398	.00		4,648,710	4,454,794.02	96	4,648,710	193,915.98
	20 00	DELINQUENT TAXES	3,337	979.88	29	40,000	6,679.00	17	40,000	33,321.00
	25 00	PENALTIES RE: TAXES	424	725.90	171	5,000	12,611.16	252	5,000	7,611.16-
	30 00	TAX CERTIFICATES	16,674	.00		200,000	224,385.09	112	200,000	24,385.09-
311	**	AD VALOREM	407,833	1,705.78		4,893,710	4,698,469.27	96	4,893,710	195,240.73
312		SALES USE AND FUEL TAXES								
	41 00	LOCAL OPTION GAS TAX 6 CT	24,958	.00		299,452	369,157.66	123	299,452	69,705.66-
312	**	SALES USE AND FUEL TAXES	24,958	.00		299,452	369,157.66	123	299,452	69,705.66-
314		UTILITY SERVICE TAX								
	10 00	ELECTRICITY	82,314	129,278.16	157	987,768	952,196.89	96	987,768	35,571.11
	40 00	GAS	1,732	1,032.00-	60	20,784	13,156.95	63	20,784	7,627.05
	80 00	PROPANE	1,305	1,332.76	102	15,605	17,034.79	109	15,605	1,429.79-
314	**	UTILITY SERVICE TAX	85,351	129,578.92	152	1,024,157	982,388.63	96	1,024,157	41,768.37
315		COMMUNICATION SERVICE TAX								
	00 00	COMMUNICATION SERVICE TAX	36,198	34,314.65	95	434,332	296,876.74	68	434,332	137,455.26
315	**	COMMUNICATION SERVICE TAX	36,198	34,314.65	95	434,332	296,876.74	68	434,332	137,455.26
316		LOCAL BUSINESS TAX								
	00 00	LOCAL BUSINESS TAX	14,174	48,833.54	345	170,000	266,106.58	157	170,000	96,106.58-
316	**	LOCAL BUSINESS TAX	14,174	48,833.54	345	170,000	266,106.58	157	170,000	96,106.58-
310	***	TAXES	568,514	214,432.89	38	6,821,651	6,612,998.88	97	6,821,651	208,652.12
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
	00 00	BUILDING PERMITS	11,424	20,901.33	183	137,000	292,554.48	214	137,000	155,554.48-
	10 00	TRAINING SURCHARGE	62	.00		700	797.81	114	700	97.81-
322	**	BUILDING PERMITS	11,486	20,901.33	182	137,700	293,352.29	213	137,700	155,652.29-
323		FRANCHISE FEES								
	10 00	ELECTRICITY	64,222	31,397.00-	49	770,620	460,990.97	60	770,620	309,629.03
	40 00	GAS	1,510	1,548.00-	103	18,120	9,457.03	52	18,120	8,662.97
	70 00	SOLID WASTE	14,713	14,123.18	96	176,446	177,240.31	101	176,446	794.31-
323	**	FRANCHISE FEES	80,445	18,821.82-	23	965,186	647,688.31	67	965,186	317,497.69
325		SPECIAL ASSESSMENT								
	12 01	FIRE PROTECTION	174,924	610.77		2,099,000	1,951,190.46	93	2,099,000	147,809.54

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	674	469.33	70	8,000	26,912.96-	336	8,000	34,912.96
12 03	PENALTIES	87	76.81	88	1,000	3,320.18	332	1,000	2,320.18-
12 04	TAX CERTIFICATES	12,500	.00		150,000	183,598.92	122	150,000	33,598.92-
12 *	SERVICE	188,185	1,156.91	1	2,258,000	2,111,196.60	94	2,258,000	146,803.40
325 **	SPECIAL ASSESSMENT	188,185	1,156.91	1	2,258,000	2,111,196.60	94	2,258,000	146,803.40
329	OTHER PERMITS & FEES								
00 00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
10 00	REPOSITORY FEES	0	.00		0	.00		0	.00
20 00	BUILDING PLANS REVIEW FEE	0	.00		0	.00		0	.00
25 00	PLANNING AND ZONING	500	2,055.37	411	6,000	20,390.30	340	6,000	14,390.30-
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
329 **	OTHER PERMITS & FEES	500	2,055.37	411	6,000	20,390.30	340	6,000	14,390.30-
320 ***	OTHER PERMITS & FEES	280,616	5,291.79	2	3,366,886	3,072,627.50✓	91	3,366,886✓	294,258.50✓
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	33,337	.00		400,000	105,693.70	26	400,000	294,306.30
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	33,337	.00		400,000	105,693.70	26	400,000	294,306.30
20 01	RES OFFCR - CTY CONTRACT	2,612	.00		31,300	21,200.00	68	31,300	10,100.00
20 05	JAG GRANT	1,915	.00		22,980	22,980.00	100	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	730	1,240.50	170	8,683	4,121.20	48	8,683	4,561.80
20 13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20 14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20 15	VICTIMS OF CRIME ACT GRNT	0	.00		0	37,811.99		0	37,811.99-
20 *	PUBLIC SAFETY	5,257	1,240.50	24	62,963	86,113.19	137	62,963	23,150.19-
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	114,830	.00		1,148,282	845,900.01	74	1,148,282	302,381.99
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	153,424	1,240.50	1	1,611,245	1,037,706.90	64	1,611,245	573,538.10
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	3,750	.00		45,000	39,009.20	87	45,000	5,990.80
333 **	PAYMENT IN LIEU OF TAXES	3,750	.00		45,000	39,009.20	87	45,000	5,990.80

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
330	INTERGOVERNMENTAL REVENUE								
333	PAYMENT IN LIEU OF TAXES								
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
50 02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50 03	RESIDENTIAL RETROFIT	19,424	.00		233,000	130,181.00	56	233,000	102,819.00
50 *	ECONOMIC ENVIRONMENT	19,424	.00		233,000	130,181.00	56	233,000	102,819.00
61 10	BREVARD COUNTY EMS GRANT	1,576	.00		14,200	14,200.00	100	14,200	.00
90 30	HISTORIC PRESERVATION GRT	23,362	.00		280,256	49,140.00	18	280,256	231,116.00
334 **	STATE GRANT	44,362	.00		527,456	193,521.00	37	527,456	333,935.00
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	37,954	39,076.13	103	455,349	392,986.05	86	455,349	62,362.95
12 20	8TH CNT MUNICIPAL GAS TAX	12,561	12,204.88	97	150,732	122,334.93	81	150,732	28,397.07
12 *	STATE REVENUE SHARING	50,515	51,281.01	102	606,081	515,320.98	85	606,081	90,760.02
14 00	MOBILE HOME LICENSES	1,772	861.87	49	21,220	22,724.85	107	21,220	1,504.85-
15 00	ALCOHOLIC BEVERAGE	1,765	.00		21,169	20,937.55	99	21,169	231.45
18 00	LOCAL GOVERNMENT 1/2 CENT	77,819	.00		933,828	735,796.25	79	933,828	198,031.75
21 00	FIREFIGHTER SUPPLEMENTAL	0	.00		0	10,020.00		0	10,020.00-
29 00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41 00	FUEL TAX REFUNDS	1,879	.00		22,515	25,371.58	113	22,515	2,856.58-
335 **	STATE SHARED REVENUES	133,750	52,142.88	39	1,604,813	1,330,171.21	83	1,604,813	274,641.79
337	GRANTS FROM LOCAL UNITS								
20 01	911 SURCHARGE FUNDS	0	.00		0	.00		0	.00
40 00	TRANSPORTATION	0	.00		0	.00		0	.00
40 01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40 *	TRANSPORTATION	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 01	EMS 1ST RESPONDER	0	.00		0	.00		0	.00
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	335,286	53,383.38	16	3,788,514	2,600,408.31✓	69	3,788,514✓	1,188,105.69✓
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	447,249	447,238.00	100	5,366,988	5,366,988.00	100	5,366,988	.00
31	00	ADMIN FEES STORMWATER	4,762	4,762.00	100	57,111	57,111.00	100	57,111	.00
40	00	CERTIFY/COPY/SEARCH	10,870	9,553.59	88	130,440	99,999.70	77	130,440	30,440.30
90	12	PASSPORT EXECUTION FEES	562	1,150.00	205	6,634	8,575.95	129	6,634	1,941.95-
341	**	GENERAL GOVERNMENT	463,443	462,703.59	100	5,561,173	5,532,674.65	100	5,561,173	28,498.35
342		PUBLIC SAFETY								
10	00	POLICE SERVICES	0	.00		0	.00		0	.00
90	00	OTHER PUBLIC SAFETY	0	350.00		0	2,275.00		0	2,275.00-
90	01	FALSE ALARM FEES	635	2,570.00	405	7,510	11,200.00	149	7,510	3,690.00-
90	02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90	*	OTHER PUBLIC SAFETY	635	2,920.00	460	7,510	13,475.00	179	7,510	5,965.00-
342	**	PUBLIC SAFETY	635	2,920.00	460	7,510	13,475.00	179	7,510	5,965.00-
343		PHYSICAL ENVIRONMENT								
37	10	BREVARD COUNTY	33,235	35,392.31	107	398,820	419,827.06	105	398,820	21,007.06-
37	11	ROCKLEDGE	20,995	43,012.85	205	251,940	256,708.48	102	251,940	4,768.48-
37	12	SUN LAKE	277	585.12	211	3,291	3,414.26	104	3,291	123.26-
37	13	COLONY PARK	152	152.64	100	1,791	1,640.88	92	1,791	150.12
37	16	COCOA BEACH	8,670	.00		104,040	85,914.95	83	104,040	18,125.05
37	17	CAPE CANAVERAL	7,157	15,630.00	218	85,884	86,824.22	101	85,884	940.22-
37	18	TITUSVILLE	313	639.18	204	3,745	3,879.60	104	3,745	134.60-
37	*	WATER BILLING SERVICES	70,799	95,412.10	135	849,511	858,209.45	101	849,511	8,698.45-
39	01	SERVICE CHARGES	31,278	36,600.45	117	375,314	427,900.44	114	375,314	52,586.44-
39	03	ADMIN CHARGES	33,221	36,450.50	110	398,542	396,412.20	100	398,542	2,129.80
39	04	PENALTIES	71,514	79,828.06	112	858,157	894,662.32	104	858,157	36,505.32-
39	05	NSF CHECKS	2,676	3,409.76	127	32,079	38,606.69	120	32,079	6,527.69-
39	*	WATER OTHER INCOME	138,689	156,288.77	113	1,664,092	1,757,581.65	106	1,664,092	93,489.65-
41	10	GARBAGE REVENUES	176,575	158,531.01	90	2,118,834	2,055,912.43	97	2,118,834	62,921.57
41	20	RECYCLING REVENUE	17,575	16,996.97	97	210,812	204,719.67	97	210,812	6,092.33
41	30	GREEN WASTE	15,030	14,314.66	95	180,283	173,081.55	96	180,283	7,201.45
41	*	GARBAGE COLLECTION	209,180	189,842.64	91	2,509,929	2,433,713.65	97	2,509,929	76,215.35
45	10	BILLING FEE - WEST WASTE	7,939	8,055.24	102	95,268	88,047.90	92	95,268	7,220.10
45	20	SALE - RECYCLING MATERIAL	153	.00		1,836	961.52	52	1,836	874.48

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
45 *	GARBAGE - OTHER REVENUE	8,092	8,055.24	100	97,104	89,009.42	92	97,104	8,094.58
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	MEDIAN MAINTENANCE	4,365	.00		52,336	39,252.00	75	52,336	13,084.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	8,365	.00		100,369	121,527.00	121	100,369	21,158.00-
90 *	OTHER PHYSICAL ENVIRON	12,730	.00		152,705	160,779.00	105	152,705	8,074.00-
343 **	PHYSICAL ENVIRONMENT	439,490	449,598.75	102	5,273,341	5,299,293.17	101	5,273,341	25,952.17-
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	5,094	1,709.48	34	61,117	53,666.01	88	61,117	7,450.99
39 11	TENANT MAINTENANCE FEES	151	62.48	41	1,691	1,446.23	86	1,691	244.77
39 20	COCOA CIVIC CENTER	4,298	264.79-	6	51,455	59,068.91	115	51,455	7,613.91-
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,697	943.34	56	20,287	17,855.92	88	20,287	2,431.08
39 *	OTHER CULTURAL SERVICES	11,240	2,450.51	22	134,550	132,037.07	98	134,550	2,512.93
40 01	COCOA VILLAGE 10% GROSS	1,685	249.00	15	20,165	29,845.65	148	20,165	9,680.65-
40 05	PERMIT FEES	140	86.68	62	1,625	2,326.85	143	1,625	701.85-
40 10	MARDI GRAS	0	.00		0	2,235.00		0	2,235.00-
40 *	SPECIAL EVENTS	1,825	335.68	18	21,790	34,407.50	158	21,790	12,617.50-
50 10	EVENT FEES	831	.00		9,873	6,306.21	64	9,873	3,566.79
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	320	.00		3,818	3,500.00	92	3,818	318.00
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	1,151	.00		13,691	9,806.21	72	13,691	3,884.79
347 **	CULTURE/RECREATION	14,216	2,786.19	20	170,031	176,250.78	104	170,031	6,219.78-
349	OTHER CHARGES FOR SERVICE								
01 00	CREDIT CARD FEES	27	.00		225	.00		225	225.00
349 **	OTHER CHARGES FOR SERVICE	27	.00		225	.00		225	225.00

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	917,811	918,008.53	100	11,012,280	11,021,693.60 ✓	100	11,012,280 ✓	9,413.60- ✓
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	2,044	890.34	44	24,495	23,266.25	95	24,495	1,228.75
351	**	JUDGMENTS AND FINES	2,044	890.34	44	24,495	23,266.25	95	24,495	1,228.75
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	2,044	890.34	44	24,495	23,266.25 ✓	95	24,495 ✓	1,228.75 ✓
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
	10 00	INTEREST	3,623	.00		43,355	95,320.90	220	43,355	51,965.90-
	20 00	DIVIDENDS	0	.00		0	2,288.47		0	2,288.47-
	38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	19,686.98-		0	19,686.98
	40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	3,623	.00		43,355	77,922.39	180	43,355	34,567.39-
362		RENT AND ROYALTIES								
	00 00	RENT AND ROYALTIES	9,273	26,961.60	291	111,210	96,993.20	87	111,210	14,216.80
362	**	RENT AND ROYALTIES	9,273	26,961.60	291	111,210	96,993.20	87	111,210	14,216.80
364		DISPOSITION FIXED ASSETS								
	00 00	DISPOSITION FIXED ASSETS	0	2,209.00		0	90,087.03		0	90,087.03-
	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	2,209.00		0	90,087.03		0	90,087.03-

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	6,250.00	100	75,000	83,077.50	111	75,000	8,077.50-
10 09	POLICE/FIRE DEPTS	0	.00		0	.00		0	.00
10 10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10 12	V-COP REVENUES	0	.00		0	.00		0	.00
10 13	VISIT FLORIDA GRANT	0	.00		0	2,500.00		0	2,500.00-
10 20	TOY DRIVE	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	0	.00		0	2,500.00		0	2,500.00-
366 **	CONTRIBUTIONS & DONATIONS	6,250	6,250.00	100	75,000	85,577.50	114	75,000	10,577.50-
367	LICENSES								
00 00	LICENSES	0	.00		0	.00		0	.00
367 **	LICENSES	0	.00		0	.00		0	.00
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	10.01		0	10.01-
21 00	POLICE STATE CONTRIBUTION	11,981	.00		143,695	146,530.42	102	143,695	2,835.42-
22 00	FIRE STATE CONTRIBUTION	10,943	.00		131,316	115,232.79	88	131,316	16,083.21
368 **	PENSION CONTRIBUTIONS	22,924	.00		275,011	261,773.22	95	275,011	13,237.78
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	7,604	521.73-	7	91,182	71,239.87	78	91,182	19,942.13
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	2,379	2,650.00	111	28,515	51,485.00	181	28,515	22,970.00-
90 03	CODE ENF ABATE/DEMO REV	5,181	12,892.73	249	62,084	124,165.24	200	62,084	62,081.24-
90 04	MISC. POLICE REVENUES	0	678.09		0	2,960.28		0	2,960.28-
90 05	INVESTIGATIVE COSTS REIM	4,445	1,581.04	36	53,230	54,123.22	102	53,230	893.22-
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	837	2,050.00	245	10,000	11,845.00	119	10,000	1,845.00-
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00
90 09	PROPERTY REGISTRATION	3,620	1,400.00	39	43,418	29,300.00	68	43,418	14,118.00
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	24,066	20,730.13	86	288,429	345,118.61	120	288,429	56,689.61-

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	3,237.26		0	46,974.86		0	46,974.86-
369 **	OTHER MISC REVENUES	24,066	23,967.39	100	288,429	392,093.47	136	288,429	103,664.47-
360 ***	MISCELLANEOUS REVENUES	66,136	59,387.99	90	793,005	1,004,446.81	127	793,005	211,441.81-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRANSFER FROM REDEVELOP	0	.00		0	.00		0	.00
91 11	TRANSFER FROM DIAMOND SQ	0	.00		0	.00		0	.00
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	28,658	.00		277,400	.00		277,400	277,400.00
91 23	STORMWATER	1,568	.00		18,750	.00		18,750	18,750.00
91 25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND	19,020	.00		95,112	.00		95,112	95,112.00
91 41	TRANSFER FROM CONSFICATED	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	49,246	.00		391,262	.00		391,262	391,262.00
381 **	INTERFUND TRANSFER	49,246	.00		391,262	.00		391,262	391,262.00
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS WATER REV.	441,674	441,663.00	100	5,300,000	5,300,000.00	100	5,300,000	.00
40 01	6% CONTRIBUTION	115,672	115,672.00	100	1,388,042	1,388,042.00	100	1,388,042	.00
40 *	CONTRIBUTIONS WATER REV.	557,346	557,335.00	100	6,688,042	6,688,042.00	100	6,688,042	.00
382 **	CONTRIBUTIONS ENTERPRISE	557,346	557,335.00	100	6,688,042	6,688,042.00	100	6,688,042	.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	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
385		PROCEEDS REFUNDING BONDS								
389		NON OPERATING SOURCES								
85	00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90	00	OTHER NONOPERATING SOURCE	6,848	.00		82,154	.00		82,154	82,154.00
99	10	CASH CARRY FORWARD	9,174	.00		110,000	.00		110,000	110,000.00
99	11	RESTR. CASH CARRY FORWARD	46,013	.00		460,094	.00		460,094	460,094.00
99	50	FUND BAL-APPROP. RESERVES	859,603	.00		7,278,142	.00		7,278,142	7,278,142.00
99	*	BALANCE FORWARD	914,790	.00		7,848,236	.00		7,848,236	7,848,236.00
389	**	NON OPERATING SOURCES	921,638	.00		7,930,390	.00		7,930,390	7,930,390.00
380	***	OTHER SOURCES(NON-REV)	1,528,230	557,335.00	37	15,009,694	6,688,042.00 ✓	45	15,009,694 ✓	8,321,652.00 ✓
FUND TOTAL		GENERAL FUND	3,698,637	1,808,729.92	49	40,816,525	31,023,483.35 ✓	76	40,816,525 ✓	9,793,041.65 ✓

REPORT SELECTIONS

Fiscal year . . . . . : 2016
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2196	2050.00	93	30246	30100.00	100	.00	30246	146.00	100
11 **	EXECUTIVE SALARIES	2196	2050.00	93	30246	30100.00	100	.00	30246	146.00	100
12-00	REGULAR SALARIES & WAGES	821812	1160428.96	141	10554944	10037846.78	95	.00	10554944	517097.22	95
12-06	SALARIES/CONTRACTUAL	4579	1025.00	22	21439	17081.25	80	.00	21439	4357.75	80
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	68312	9036.53	13	323349	332288.19	103	.00	323349	8939.19-	103
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	894703	1170490.49	131	10899732	10387216.22	95	.00	10899732	512515.78	95
13-00	OTHER SALARIES & WAGES	67431	79158.89	117	1057145	895002.70	85	.00	1057145	162142.30	85
13 **	OTHER SALARIES & WAGES	67431	79158.89	117	1057145	895002.70	85	.00	1057145	162142.30	85
14-00	OVERTIME	60414	48619.96	81	354827	343340.23	97	.00	354827	11486.77	97
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	60414	48619.96	81	354827	343340.23	97	.00	354827	11486.77	97
15-00	SPECIAL PAY	32474	40719.79	125	313841	340188.11	108	.00	313841	26347.11-	108
15 **	SPECIAL PAY	32474	40719.79	125	313841	340188.11	108	.00	313841	26347.11-	108
20-00	CLOTHING/SHOE ALLOWANCE	1748	2468.26	141	20492	17725.72	87	.00	20492	2766.28	87
20 **	CLOTHING/SHOE ALLOWANCE	1748	2468.26	141	20492	17725.72	87	.00	20492	2766.28	87
21-00	FICA TAXES	84706	100484.86	119	1008138	889326.70	88	.00	1008138	118811.30	88
21 **	FICA TAXES	84706	100484.86	119	1008138	889326.70	88	.00	1008138	118811.30	88
22-00	RETIREMENT CONTRIBUTIONS	46619	52929.63	114	568865	516488.99	91	.00	568865	52376.01	91
22-01	LICENSED POLICE/FIRE	206655	.00	0	2426875	2218177.44	91	.00	2426875	208697.56	91
22-02	STATE CONTRIBUTIONS	22924	261763.21-	1142-	275011	261763.21-	95-	.00	275011	536774.21	95-
22-03	ICMA - CITY MANAGER	673	712.20	106	8021	7343.47	92	.00	8021	677.53	92

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	276871	208121.38-	75-	3278772	2480246.69	76	.00	3278772	798525.31	76
23-00	LIFE/HEALTH INSURANCE	258383	209841.59	81	3088847	2611214.30	85	.00	3088847	477632.70	85
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	258383	209841.59	81	3088847	2611214.30	85	.00	3088847	477632.70	85
24-00	WORKER'S COMPENSATION	54251	36680.88	68	632799	499387.25	79	.00	632799	133411.75	79
24 **	WORKER'S COMPENSATION	54251	36680.88	68	632799	499387.25	79	.00	632799	133411.75	79
25-00	UNEMPLOYMENT COMPENSATION	544	.00	0	16170	7959.30	49	.00	16170	8210.70	49
25 **	UNEMPLOYMENT COMPENSATION	544	.00	0	16170	7959.30	49	.00	16170	8210.70	49
27-00	CAFETERIA PLAN	23422	18400.00	79	236330	213217.30	90	.00	236330	23112.70	90
27 **	CAFETERIA PLAN	23422	18400.00	79	236330	213217.30	90	.00	236330	23112.70	90
31-00	PROFESSIONAL SERVICES	49564	11435.50	23	557460	342640.89	62	81894.56	557460	132924.55	76
31-01	LEGAL FEES	36472	34327.46	94	437130	341822.49	78	54648.26	437130	40659.25	91
31-02	MEDICAL SERVICES	3875	138.00	4	34897	29678.96	85	5144.66	34897	73.38	100
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1102	.00	0	13125	13125.00	100	.00	13125	.00	100
31-33	EMPLOYEE HEALTH CENTER	19272	5187.67	27	231264	135331.99	59	95932.01	231264	.00	100
31 **	PROFESSIONAL SERVICES	110285	51088.63	46	1273876	862599.33	68	237619.49	1273876	173657.18	86
32-00	ACCOUNTING & AUDITING	4013	.00	0	47000	43500.00	93	.00	47000	3500.00	93
32 **	ACCOUNTING & AUDITING	4013	.00	0	47000	43500.00	93	.00	47000	3500.00	93
34-00	CONTRACT SERVICES	104807	87808.10	84	1030468	843094.60	82	118661.02	1030468	68712.38	93
34-03	CUSTOMER SERVICE CONTRACT	152624	150467.90	99	1831411	1648789.22	90	.00	1831411	182621.78	90
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	1250	1140.00	91	15000	9690.00	65	3310.00	15000	2000.00	87
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	258681	239416.00	93	2876879	2501573.82	87	121971.02	2876879	253334.16	91

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	MONTH-TO-DATE %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
39-00	CONTINGENCY	31731-	.00	0	56405	.00	0	.00	56405	56405.00	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	17786-	.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	49517-	.00	0	56405	.00	0	.00	56405	56405.00	0
40-00	TRAVEL & PER DIEM	2595	3092.40	119	35956	16708.08	47	.00	35956	19247.92	47
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	2595	3092.40	119	35956	16708.08	47	.00	35956	19247.92	47
41-00	COMMUNICATION	14639	1467.13	10	153495	119108.01	78	26647.61	153495	7739.38	95
41 **	COMMUNICATION	14639	1467.13	10	153495	119108.01	78	26647.61	153495	7739.38	95
42-00	POSTAGE & FREIGHT	34953	30394.31	87	422139	391626.96	93	14954.98	422139	15557.06	96
42 **	POSTAGE & FREIGHT	34953	30394.31	87	422139	391626.96	93	14954.98	422139	15557.06	96
43-00	ELECTRIC/WATER/SEWER	56213	49671.92	88	648268	542751.27	84	86028.76	648268	19487.97	97
43 **	ELECTRIC/WATER/SEWER	56213	49671.92	88	648268	542751.27	84	86028.76	648268	19487.97	97
44-00	RENTALS AND LEASES	6612	9405.96	142	168536	146948.36	87	7015.87	168536	14571.77	91
44 **	RENTALS AND LEASES	6612	9405.96	142	168536	146948.36	87	7015.87	168536	14571.77	91
45-00	INSURANCE	32829	23687.87	72	385428	372282.19	97	.00	385428	13145.81	97
45 **	INSURANCE	32829	23687.87	72	385428	372282.19	97	.00	385428	13145.81	97
46-00	REPAIRS & MAINTENANCE	15517	7422.65	48	358285	289850.59	81	27865.99	358285	40568.42	89
46-02	REPAIR/MAINT BUILDINGS	44933	23107.32	51	573616	230754.96	40	25940.85	573616	316920.19	45
46-03	REPAIR/MAINT-VEHICLES	20970	15958.84	76	236713	169796.50	72	18627.30	236713	48289.20	80
46-05	HYDRANT FEES	36049	46526.85	129	192925	192472.20	100	.00	192925	452.80	100
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	117469	93015.66	79	1361539	882874.25	65	72434.14	1361539	406230.61	70
47-00	PRINTING & BINDING	2430	2823.97	116	17548	12712.25	72	122.00	17548	4713.75	73
47 **	PRINTING & BINDING	2430	2823.97	116	17548	12712.25	72	122.00	17548	4713.75	73
48-00	PROMOTIONAL ACTIVITIES	5511	260.00	5	67425	39984.07	59	1606.25	67425	25834.68	62
48-11	BUSINESS ASSIST. PROGRAM	1674	.00	0	20000	.00	0	.00	20000	20000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	7185	260.00	4	87425	39984.07	46	1606.25	87425	45834.68	48
49-00	OTHER CHARGES & OBLIG.	38803	4778.29	12	442816	167183.15	38	24820.84	442816	250812.01	43
49-02	LEGAL ADVERTISING/NOTICE	87	.00	0	425	419.86	99	.00	425	5.14	99
49-05	BROWNFIELDS REDEV PROG	33337	250.00	1	400000	135959.47	34	29285.00	400000	234755.53	41
49-06	BROWNFIELD PROG CITY COST	625	.00	0	7500	.00	0	.00	7500	7500.00	0
49-07	BAD DEBT EXPENSE	12848	157014.26	1222	154000	72301.08	47	.00	154000	81698.92	47
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	286	.00	0	860	859.11	100	.00	860	.89	100
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	85986	162042.55	189	1005601	376722.67	38	54105.84	1005601	574772.49	43
52-00	OPERATING SUPPLIES	74288	35825.66	48	803385	702893.27	88	60447.47	803385	40044.26	95
52-02	UNIFORMS	1074	49.30	5	17800	11431.57	64	4389.63	17800	1978.80	89
52-05	EMS 1st RESP-CONSUM SUPP	4840	2457.92	51	32981	34997.78	106	86.36	32981	2103.14-	106
52-07	JANITORIAL SUPPLIES	2094	2532.73	121	25018	21867.16	87	143.88	25018	3006.96	88
52-10	HEATING FUEL	116	.00	0	1326	984.84	74	341.16	1326	.00	100
52-30	FUEL OIL & LUBRICANTS	23370	32159.73	138	280671	177114.67	63	.00	280671	103556.33	63
52-33	EMPLOYEE HEALTH CENTER	4672	.00	0	56064	46299.72	83	9764.28	56064	.00	100
52 **	OPERATING SUPPLIES	110454	73025.34	66	1217245	995589.01	82	75172.78	1217245	146483.21	88

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	8672	28875.00	333	105000	59018.92	56	17075.21	105000	28905.87	73
53 **	ROAD MATERIALS/SUPPLIES	8672	28875.00	333	105000	59018.92	56	17075.21	105000	28905.87	73
54-00	MEMBERSHIP/PUBLICATIONS	3137	312.00	10	37439	31218.60	83	.00	37439	6220.40	83
54 **	MEMBERSHIP/PUBLICATIONS	3137	312.00	10	37439	31218.60	83	.00	37439	6220.40	83
55-00	TRAINING	5721	1662.00	29	80295	61876.66	77	.00	80295	18418.34	77
55-01	EDA PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	5721	1662.00	29	80295	61876.66	77	.00	80295	18418.34	77
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	78818	.00	0	933000	811885.96	87	.00	933000	121114.04	87
61 **	LAND	78818	.00	0	933000	811885.96	87	.00	933000	121114.04	87
62-00	BUILDINGS	117707	.00	0	578709	290294.58	50	259935.65	578709	28478.77	95
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	117707	.00	0	578709	290294.58	50	259935.65	578709	28478.77	95
63-00	INFRASTRUCTURE	440725	255465.36	58	3037213	2031755.62	67	759295.38	3037213	246162.00	92
63 **	INFRASTRUCTURE	440725	255465.36	58	3037213	2031755.62	67	759295.38	3037213	246162.00	92
64-00	MACHINERY AND EQUIPMENT	170851	1502.22	1	2082652	1551597.54	75	110725.19	2082652	420329.27	80
64-01	JAG GRANT	2291	.00	0	20874	20873.99	100	.00	20874	.01	100
64-15	IT HARDWARE	2107	.00	0	32855	13942.92	42	11351.63	32855	7560.45	77
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	175249	1502.22	1	2136381	1586414.45	74	122076.82	2136381	427889.73	80

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	4452	.00	0	65000	54763.66	84	3200.00	65000	7036.34	89
68 **	INTANGIBLE ASSETS	4452	.00	0	65000	54763.66	84	3200.00	65000	7036.34	89
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	55686	.00	0	657272	657272.00	100	.00	657272	.00	100
81 **	AIDS TO GOVT AGENCY	55686	.00	0	657272	657272.00	100	.00	657272	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	544	.00	0	61271	54311.60	89	.00	61271	6959.40	89
83 **	OTHER GRANTS AND AIDS	544	.00	0	61271	54311.60	89	.00	61271	6959.40	89
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)	4165	.00	0	25000	25000.00	100	.00	25000	.00	100
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	166674	.00	0	2000000	.00	0	.00	2000000	2000000.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	67546	.00	0	405266	405266.00	100	.00	405266	.00	100
91 **	INTERFUND TRANSFER	238385	.00	0	2430266	430266.00	18	.00	2430266	2000000.00	18
FUND 001	TOTAL *********										
	GENERAL FUND	3681066	2528001.66	69	40816525	32088982.84	79	1859261.80	40816525	6868280.36	83
GRAND	TOTAL *********										
		3681066	2528001.66	69	40816525	32088982.84	79	1859261.80	40816525	6868280.36	83



FY 2016 Budget by Classification Report - Summary Listing

Through 9/30/2016

Target for September is 100%

UNAUDITED, PRELIMINARY STATEMENTS PRIOR TO CLOSING OUT THE FISCAL YEAR

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 1,475,632		$ 1,480,935.00	$ (5,303.00)	100%
CHARGES FOR SERVICES	$ 55,252,361		$ 54,550,069.65	$ 702,291.35	99%
MISCELLANEOUS	$ 118,715		$ 910,424.35	$ (791,709.35)	767%
OTHER SOURCES (NON-REVENUE)	$ 31,131,585		$ 550,095.14	$ 30,581,489.86	2%
REVENUE TOTALS	**$ 87,978,293**	-	**$ 57,491,524.14**	**$ 30,486,768.86**	**65%**
EXPENSE					
SALARIES AND BENEFITS	$ 12,587,926	$ 734.30	$ 10,517,132.99	$ 2,070,058.71	84%
OPERATING EXPENDITURES	$ 22,457,081	$ 4,340,295.51	$ 17,046,180.58	$ 1,070,604.91	95%
CAPITAL OUTLAY	$ 36,565,681	$ 14,285,764.97	$ 12,601,081.07	$ 9,678,834.96	74%
GRANTS, AIDS AND OTHER	$ 16,367,605	$ -	$ 11,615,911.00	$ 4,751,694.00	71%
EXPENSE TOTALS	**$ 87,978,293**	**$ 18,626,794.78**	**$ 51,780,305.64**	**$ 17,571,192.58**	80%
REVENUE TOTALS	**$ 87,978,293**	**$ -**	**$ 57,491,524.14**	**$ 30,486,768.86**	**65%**
EXPENSE TOTALS	**$ 87,978,293**	**$ 18,626,794.78**	**$ 51,780,305.64**	**$ 17,571,192.58**	**80%**
	$ -	**$ (18,626,794.78)**	**$ 5,711,218.50**		

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	56,501	118,285.00	209	677,913	1,023,410.00	151	677,913	345,497.00-
03 11	WATER - COMMERCIAL	58,804	30,010.00	51	705,582	407,100.00	58	705,582	298,482.00
03 20	SEWER - RESIDENTIAL	691	.00		8,292	28,175.00	340	8,292	19,883.00-
03 21	SEWER - COMMERCIAL	6,988	15,000.00	215	83,845	22,250.00	27	83,845	61,595.00
03 *	IMPACT FEES	122,984	163,295.00	133	1,475,632	1,480,935.00	100	1,475,632	5,303.00-
324 **	IMPACT FEES	122,984	163,295.00	133	1,475,632	1,480,935.00	100	1,475,632	5,303.00-
320 ***	OTHER PERMITS & FEES	122,984	163,295.00	133	1,475,632	1,480,935.00 ✓	100	1,475,632 ✓	5,303.00- ✓
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
90 00	OTHER FEDERAL GRANT-BABS	0	304,395.56		0	608,791.12		0	608,791.12-
331 **	FEDERAL GRANTS	0	304,395.56		0	608,791.12		0	608,791.12-
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	304,395.56		0	608,791.12		0	608,791.12-
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	3,906,065	3,990,885.37	102	46,872,714	45,776,069.41	98	46,872,714	1,096,644.59
33 00	WATER CONNECTION FEE	20,000	52,058.98	260	240,000	439,110.21	183	240,000	199,110.21-
33 02	WATER CONNECT - GRISSOM	0	.00		0	262.36		0	262.36-
33 *	WATER CONNECTION FEE	20,000	52,058.98	260	240,000	439,372.57	183	240,000	199,372.57-
36 00	WATER HYDRANT FEES	211,035	262,135.66	124	2,532,321	2,776,051.12	110	2,532,321	243,730.12-
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	125	200.00	160	1,500	5,000.00	333	1,500	3,500.00-
39 07	BACKFLOW DEVICE TEST	12,087	13,903.12	115	145,000	181,076.18	125	145,000	36,076.18-
39 08	JUMPER METERS	62	150.00	242	700	2,000.00	286	700	1,300.00-
39 09	PLAN REVIEW/CONST INSPECT	1,000	5,500.00	550	12,000	30,500.00	254	12,000	18,500.00-
39 10	BACKFLOW PRV/RLCT TEMP	212	55.42	26	2,500	970.46	39	2,500	1,529.54

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,486	19,808.54	147	161,700	219,546.64	136	161,700	57,846.64-
51 00	SEWER SALES	428,466	445,137.12	104	5,141,581	5,006,306.01	97	5,141,581	135,274.99
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	428,466	445,137.12	104	5,141,581	5,006,306.01	97	5,141,581	135,274.99
53 02	SEWER CONNECT - FINANCED	0	.00		0	1,600.10		0	1,600.10-
53 04	SEWER CONNECT- GRISSOM	0	.00		0	1,500.87		0	1,500.87-
53 05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53 *	SEWER CONNECTION FEES	0	.00		0	3,100.97		0	3,100.97-
59 01	GREASE TRAP PERMITS	524	517.08	99	6,200	6,441.93	104	6,200	241.93-
60 00	REUSE WATER	23,825	26,048.69	109	285,845	316,882.11	111	285,845	31,037.11-
60 01	REUSE WATER INSTALLATION	1,000	420.74-	42	12,000	6,298.89	53	12,000	5,701.11
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	24,825	25,627.95	103	297,845	323,181.00	109	297,845	25,336.00-
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,604,401	4,796,170.70	104	55,252,361	54,550,069.65	99	55,252,361	702,291.35
340 ***	CHARGES FOR SERVICES	4,604,401	4,796,170.70	104	55,252,361	54,550,069.65✓	99	55,252,361✓	702,291.35✓
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	4,378	.00		52,415	171,191.22	327	52,415	118,776.22-
10 10	SBA	0	.00		0	.53		0	.53-
10 *	INTEREST	4,378	.00		52,415	171,191.75	327	52,415	118,776.75-
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	69,446.71-		0	69,446.71
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	4,378	.00		52,415	101,745.04	194	52,415	49,330.04-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	112	.00		1,300	1,300.00	100	1,300	.00
362 **	RENT AND ROYALTIES	112	.00		1,300	1,300.00	100	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	43,789.90	3503	15,000	145,909.11	973	15,000	130,909.11-
10	00	GAIN/LOSS	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	1,250	43,789.90	3503	15,000	145,909.11	973	15,000	130,909.11-
365		SALES OF SURPLUS SCRAP								
00	00	SALES OF SURPLUS SCRAP	837	.00		10,000	7,028.45	70	10,000	2,971.55
365	**	SALES OF SURPLUS SCRAP	837	.00		10,000	7,028.45	70	10,000	2,971.55
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	3,337	2,077.65	62	40,000	45,650.63	114	40,000	5,650.63-
90	06	SETTLEMENTS	0	.00		0	.00		0	.00
90	*	OTHER MISC REVENUES	3,337	2,077.65	62	40,000	45,650.63	114	40,000	5,650.63-
96	00	INSURANCE REFUND PROCEEDS	0	.00		0	.00		0	.00
369	**	OTHER MISC REVENUES	3,337	2,077.65	62	40,000	45,650.63	114	40,000	5,650.63-
360	***	MISCELLANEOUS REVENUES	9,914	45,867.55	463	118,715	301,633.23 ✓	254	118,715 ✓	182,918.23- ✓
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	17,400.00		0	60,010.00		0	60,010.00-
82	00	CONTRIBUTION S MAINLAND	0	7,993.82		0	162,058.08		0	162,058.08-
83	00	CONTRIBUTION VIERA	0	52,519.71		0	328,027.06		0	328,027.06-
83	01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83	*	CONTRIBUTION VIERA	0	52,519.71		0	328,027.06		0	328,027.06-
85	00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99	10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	2,668,645	.00		31,131,585	.00		31,131,585	31,131,585.00
99	51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99	*	BALANCE FORWARD	2,668,645	.00		31,131,585	.00		31,131,585	31,131,585.00
389	**	NON OPERATING SOURCES	2,668,645	77,913.53	3	31,131,585	550,095.14	2	31,131,585	30,581,489.86
380	***	OTHER SOURCES(NON-REV)	2,668,645	77,913.53	3	31,131,585	550,095.14 ✓	2	31,131,585 ✓	30,581,489.86 ✓
FUND TOTAL		WATER/SEWER ENTERPRISE	7,405,944	5,387,642.34	73	87,978,293	57,491,524.14 ✓	65	87,978,293 ✓	30,486,768.86 ✓

REPORT SELECTIONS

Fiscal year . . . . . : 2016
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	571457	575701.84	101	7317024	5926184.40	81	.00	7317024	1390839.60	81
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	20757	458.16	2	107886	108336.27	100	.00	107886	450.27-	100
12 **	REGULAR SALARIES & WAGES	592214	576160.00	97	7424910	6034520.67	81	.00	7424910	1390389.33	81
13-00	OTHER SALARIES & WAGES	36997	38070.23	103	293610	303949.84	104	.00	293610	10339.84-	104
13 **	OTHER SALARIES & WAGES	36997	38070.23	103	293610	303949.84	104	.00	293610	10339.84-	104
14-00	OVERTIME	58425	45674.80	78	426794	414315.01	97	.00	426794	12478.99	97
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	58425	45674.80	78	426794	414315.01	97	.00	426794	12478.99	97
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	1290	265.00	21	15095	2510.00	17	.00	15095	12585.00	17
20 **	CLOTHING/SHOE ALLOWANCE	1290	265.00	21	15095	2510.00	17	.00	15095	12585.00	17
21-00	FICA TAXES	52825	48613.85	92	633559	493465.74	78	.00	633559	140093.26	78
21 **	FICA TAXES	52825	48613.85	92	633559	493465.74	78	.00	633559	140093.26	78
22-00	RETIREMENT CONTRIBUTIONS	97002	82413.32	85	1218257	1152571.87	95	.00	1218257	65685.13	95
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	97002	82413.32	85	1218257	1152571.87	95	.00	1218257	65685.13	95
23-00	LIFE/HEALTH INSURANCE	140665	124164.52	88	1797000	1465805.22	82	.00	1797000	331194.78	82
23-02	LIFE/HEALTH RETIREES	24195	12673.24	52	290263	223648.09	77	734.30	290263	65880.61	77
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	164860	136837.76	83	2087263	1689453.31	81	734.30	2087263	397075.39	81
24-00	WORKER'S COMPENSATION	30093	23247.39	77	359838	322897.05	90	.00	359838	36940.95	90

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	30093	23247.39	77	359838	322897.05	90	.00	359838	36940.95	90
25-00	UNEMPLOYMENT COMPENSATION	450	.00	0	5000	1299.50	26	.00	5000	3700.50	26
25 **	UNEMPLOYMENT COMPENSATION	450	.00	0	5000	1299.50	26	.00	5000	3700.50	26
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	10300	8400.00	82	123600	102150.00	83	.00	123600	21450.00	83
27 **	CAFETERIA PLAN	10300	8400.00	82	123600	102150.00	83	.00	123600	21450.00	83
31-00	PROFESSIONAL SERVICES	514316	21742.41	4	1745005	167844.65	10	1316359.33	1745005	260801.02	85
31-01	LEGAL EXPENSES	8089	8820.00	109	98500	72655.46	74	10262.00	98500	15582.54	84
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	15749	.00	0	21098	.00	0	16630.00	21098	4468.00	79
31-33	EMPLOYEE HEALTH CENTER	13059	3562.08	27	156631	92924.93	59	63706.07	156631	.00	100
31 **	PROFESSIONAL SERVICES	551213	34124.49	6	2021234	333425.04	17	1406957.40	2021234	280851.56	86
32-00	ACCOUNTING & AUDITING	4013	.00	0	47000	43500.00	93	.00	47000	3500.00	93
32 **	ACCOUNTING & AUDITING	4013	.00	0	47000	43500.00	93	.00	47000	3500.00	93
34-00	CONTRACT SERVICES	98552	53868.64	55	1130715	978374.01	87	72182.02	1130715	80158.97	93
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	447249	447238.00	100	5366988	5366988.00	100	.00	5366988	.00	100
34 **	CONTRACT SERVICES	545801	501106.64	92	6497703	6345362.01	98	72182.02	6497703	80158.97	99
39-00	CONTINGENCY	129416-	.00	0	26014	.00	0	.00	26014	26014.00	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	129416-	.00	0	26014	.00	0	.00	26014	26014.00	0
40-00	TRAVEL AND PER DIEM	1962	114.00	6	18036	8919.30	50	.00	18036	9116.70	50
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	1962	114.00	6	18036	8919.30	50	.00	18036	9116.70	50
41-00	COMMUNICATION	11409	3794.14	33	131617	96035.62	73	18851.27	131617	16730.11	87
41 **	COMMUNICATION	11409	3794.14	33	131617	96035.62	73	18851.27	131617	16730.11	87
42-00	FREIGHT & POSTAGE SERVICE	4503	2012.31	45	48640	35344.23	73	3163.34	48640	10132.43	79
42 **	FREIGHT & POSTAGE SERVICE	4503	2012.31	45	48640	35344.23	73	3163.34	48640	10132.43	79
43-00	ELECTRIC/WATER/SEWER	180954	141022.79	78	2160373	1518531.94	70	624260.11	2160373	17580.95	99
43 **	ELECTRIC/WATER/SEWER	180954	141022.79	78	2160373	1518531.94	70	624260.11	2160373	17580.95	99
44-00	RENTAL AND LEASES	22746	20596.29	91	135293	104457.06	77	19345.68	135293	11490.26	92
44 **	RENTAL AND LEASES	22746	20596.29	91	135293	104457.06	77	19345.68	135293	11490.26	92
45-00	INSURANCE	30672	13677.93	45	390293	365069.83	94	.00	390293	25223.17	94
45 **	INSURANCE	30672	13677.93	45	390293	365069.83	94	.00	390293	25223.17	94
46-00	REPAIRS & MAINTENANCE	595941	503793.81	85	5970976	4573309.12	77	1311419.68	5970976	86247.20	99
46-02	REPAIR/MAINT BUILDING	61006	5142.73	8	485019	276103.62	57	185883.39	485019	23031.99	95
46-03	REPAIR/MAINT-VEHICLES	15160	2650.66	18	181601	133327.58	73	6148.60	181601	42124.82	77
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	672107	511587.20	76	6637596	4982740.32	75	1503451.67	6637596	151404.01	98
47-00	PRINTING & BINDING	597	.00	0	6900	5377.50	78	61.00	6900	1461.50	79
47 **	PRINTING & BINDING	597	.00	0	6900	5377.50	78	61.00	6900	1461.50	79
48-00	PROMOTIONAL ACTIVITIES	1250	3765.00	301	15000	12855.08	86	800.00	15000	1344.92	91
48 **	PROMOTIONAL ACTIVITIES	1250	3765.00	301	15000	12855.08	86	800.00	15000	1344.92	91
49-00	OTHER CHARGES & OBLIG.	2374	2598.93	110	29993	27560.24	92	.00	29993	2432.76	92
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	2868-	180758.44	6303-	105183	99008.97	94	.00	105183	6174.03	94
49-08	CASH OVER & UNDER	17480	55.00	0	70117	69761.03	100	.00	70117	355.97	100
49-09	DOCUMENT RECORDING CHGS	250	1877.98	751	3000	1174.25	39	.00	3000	1825.75	39

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	284	.00	0	852	851.24	100	.00	852	.76	100
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	17520	185290.35	1058	209145	198355.73	95	.00	209145	10789.27	95
52-00	OPERATING SUPPLIES	289239	142205.77	49	3502866	2669096.02	76	591830.44	3502866	241939.54	93
52-07	JANITORIAL SUPPLIES	868	413.84	48	10240	8978.18	88	.00	10240	1261.82	88
52-30	FUEL OIL & LUBRICANTS	27391	34123.58	125	405219	215696.06	53	64106.16	405219	125416.78	69
52-33	EMPLOYEE HEALTH CENTER	2951	.00	0	35368	31791.34	90	3576.66	35368	.00	100
52 **	OPERATING SUPPLIES	320449	176743.19	55	3953693	2925561.60	74	659513.26	3953693	368618.14	91
53-00	ROAD MATERIALS/SUPPLIES	4402-	.00	0	46000	16082.64	35	25427.76	46000	4489.60	90
53 **	ROAD MATERIALS/SUPPLIES	4402-	.00	0	46000	16082.64	35	25427.76	46000	4489.60	90
54-00	MEMBERSHIP/PUBLICATIONS	3045	.00	0	37152	29731.92	80	.00	37152	7420.08	80
54 **	MEMBERSHIP/PUBLICATIONS	3045	.00	0	37152	29731.92	80	.00	37152	7420.08	80
55-00	TRAINING	5686	7299.00	128	75392	24830.76	33	6282.00	75392	44279.24	41
55-01	EDA PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	5686	7299.00	128	75392	24830.76	33	6282.00	75392	44279.24	41
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	6783-	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	6783-	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	2552880	1022184.49	40	33851700	11206574.73	33	14115968.96	33851700	8529156.31	75
63 **	INFRASTRUCTURE	2552880	1022184.49	40	33851700	11206574.73	33	14115968.96	33851700	8529156.31	75
64-00	MACHINERY & EQUIPMENT	154648	310372.95	201	2500125	2080494.57	83	169796.01	2500125	249834.42	90
64-15	IT HARDWARE	10964	55148.00	503	133856	126710.72	95	.00	133856	7145.28	95

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	165612	365520.95	221	2633981	2207205.29	84	169796.01	2633981	256979.70	90
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	7092	.00	0	80000	30000.00	38	.00	80000	50000.00	38
68 **	INTANGIBLE ASSETS	7092	.00	0	80000	30000.00	38	.00	80000	50000.00	38
69-99	PROPRIETARY FUNDS ONLY	0	842698.95-	0	0	842698.95-	0	.00	0	842698.95	0
69 **	CONTRA FIXED ASSET	0	842698.95-	0	0	842698.95-	0	.00	0	842698.95	0
82-00	AID TO PRIVATE ORGANIZAT	200	.00	0	1000	.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	200	.00	0	1000	.00	0	.00	1000	1000.00	0
91-01	TRANSFER TO GEN FUND 001	470321	441663.00	94	5577400	5300000.00	95	.00	5577400	277400.00	95
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	749659	.00	0	8995897	4522603.00	50	.00	8995897	4473294.00	50
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	67546	.00	0	405266	405266.00	100	.00	405266	.00	100
91 **	INTERFUND TRANSFER	1287526	441663.00	34	14978563	10227869.00	68	.00	14978563	4750694.00	68
95-01	6% ILO FRANCHISE FEE	115672	115672.00	100	1388042	1388042.00	100	.00	1388042	.00	100
95 **	NONOPERATING	115672	115672.00	100	1388042	1388042.00	100	.00	1388042	.00	100
FUND 421	TOTAL ********* WATER/SEWER ENTERPRISE	7406764	3663157.17	50	87978293	51780305.64	59	18626794.78	87978293	17571192.58	80
GRAND	TOTAL *********	7406764	3663157.17	50	87978293	51780305.64	59	18626794.78	87978293	17571192.58	80

FY 2016 Budget by Classification Report - Summary Listing

Through 9/30/2016

Target for September is 100%

UNAUDITED, PRELIMINARY STATEMENTS PRIOR TO CLOSING OUT THE FISCAL YEAR

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,317,995		$ 1,377,581.75	$ (59,586.75)	105%
MISCELLANEOUS	$ 52,000		$ 9,296.39	$ 42,703.61	18%
OTHER SOURCES (NON-REVENUE)	$ 1,427,440		$ -	$ 1,427,440.00	0%
REVENUE TOTALS	**$ 2,797,435**	**$ -**	**$ 1,386,878.14**	**$ 1,410,556.86**	**50%**
EXPENSE					
SALARIES AND BENEFITS	$ 562,256	$ -	$ 509,385.49	$ 52,870.51	91%
OPERATING EXPENDITURES	$ 509,285	$ 99,583.26	$ 269,519.90	$ 140,181.84	72%
CAPITAL OUTLAY	$ 1,707,144	$ 46,334.30	$ 444,202.81	$ 1,216,606.89	29%
OTHER SOURCES (NON-REVENUE)	$ 18,750	$ -	$ -	$ 18,750.00	0%
EXPENSE TOTALS	**$ 2,797,435**	**$ 145,917.56**	**$ 1,223,108.20**	**$ 1,428,409.24**	**49%**
REVENUE TOTALS	**$ 2,797,435**	**$ -**	**$ 1,386,878.14**	**$ 1,410,556.86**	**50%**
EXPENSE TOTALS	**$ 2,797,435**	**$ 145,917.56**	**$ 1,223,108.20**	**$ 1,428,409.24**	**49%**
	$ -	**$ (145,917.56)**	**$ 163,769.94**		

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
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
39	10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
30	00	PHYSICAL ENVIRONMENT	4,174	.00		50,000	.00		50,000	50,000.00
337	**	GRANTS FROM LOCAL UNITS	4,174	.00		50,000	.00		50,000	50,000.00
330	***	INTERGOVERNMENTAL REVENUE	4,174	.00		50,000✓	.00		50,000 ✓	50,000.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
39	05	NSF CHECKS	0	.00		0	.00		0	.00
91	00	STORMWATER FEES	109,843	110,519.17	101	1,317,995	1,377,581.75	105	1,317,995	59,586.75-
91	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91	*	STORMWATER FEES	109,843	110,519.17	101	1,317,995	1,377,581.75	105	1,317,995	59,586.75-
343	**	PHYSICAL ENVIRONMENT	109,843	110,519.17	101	1,317,995	1,377,581.75	105	1,317,995	59,586.75-
340	***	CHARGES FOR SERVICES	109,843	110,519.17	101	1,317,995	1,377,581.75✓	105	1,317,995✓	59,586.75- ✓
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
10	00	INTEREST	174	.00		2,000	3,328.50	166	2,000	1,328.50-
10	10	SBA	0	.00		0	.00		0	.00
10	*	INTEREST	174	.00		2,000	3,328.50	166	2,000	1,328.50-
20	00	DIVIDENDS	0	.00		0	17.92		0	17.92-
38	00	NET INC/DEC-FMV INVESTMNT	0	.00		0	550.03-		0	550.03
361	**	INTEREST AND OTHR EARNING	174	.00		2,000 ✓	2,796.39	140	2,000✓	796.39-
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	.00		0	6,500.00		0	6,500.00-
364	**	DISPOSITION FIXED ASSETS	0	.00		0	6,500.00		0	6,500.00-
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	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	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	174	.00		2,000	9,296.39	465	2,000	7,296.39-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
90 00	OTHER NONOPERATING SOURCE	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	118,957	.00		1,427,440	.00		1,427,440	1,427,440.00
99 *	BALANCE FORWARD	118,957	.00		1,427,440	.00		1,427,440	1,427,440.00
389 **	NON OPERATING SOURCES	118,957	.00		1,427,440	.00		1,427,440	1,427,440.00
380 ***	OTHER SOURCES(NON-REV)	118,957	.00		1,427,440	.00		1,427,440 ✓	1,427,440.00
FUND TOTAL	STORMWATER UTILITY	233,148	110,519.17	47	2,797,435	1,386,878.14 ✓	50	2,797,435 ✓	1,410,556.86 ✓

REPORT SELECTIONS

Fiscal year . . . . . : 2016
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	23695	29342.22	124	284902	299948.14	105	.00	284902	15046.14-	105
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	137	.00	0	1082	1081.74	100	.00	1082	.26	100
12 **	REGULAR SALARIES & WAGES	23832	29342.22	123	285984	301029.88	105	.00	285984	15045.88-	105
13-00	OTHER SALARIES & WAGES	7909	3764.00	48	96309	35983.85	37	.00	96309	60325.15	37
13 **	OTHER SALARIES & WAGES	7909	3764.00	48	96309	35983.85	37	.00	96309	60325.15	37
14-00	OVERTIME	2199	2339.65	106	2800	3106.14	111	.00	2800	306.14-	111
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	2199	2339.65	106	2800	3106.14	111	.00	2800	306.14-	111
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	44	.00	0	495	165.00	33	.00	495	330.00	33
20 **	CLOTHING/SHOE ALLOWANCE	44	.00	0	495	165.00	33	.00	495	330.00	33
21-00	FICA TAXES	2505	2590.28	103	29939	24437.20	82	.00	29939	5501.80	82
21 **	FICA TAXES	2505	2590.28	103	29939	24437.20	82	.00	29939	5501.80	82
22-00	RETIREMENT CONTRIBUTIONS	2882	3072.23	107	34584	29261.56	85	.00	34584	5322.44	85
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2882	3072.23	107	34584	29261.56	85	.00	34584	5322.44	85
23-00	LIFE/HEALTH INSURANCE	5599	5939.61	106	67089	72868.36	109	.00	67089	5779.36-	109
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	5599	5939.61	106	67089	72868.36	109	.00	67089	5779.36-	109
24-00	WORKER'S COMPENSATION	3082	2594.82	84	36896	35773.50	97	.00	36896	1122.50	97
24 **	WORKER'S COMPENSATION	3082	2594.82	84	36896	35773.50	97	.00	36896	1122.50	97

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	680	680.00	100	8160	6760.00	83	.00	8160	1400.00	83
27 **	CAFETERIA PLAN	680	680.00	100	8160	6760.00	83	.00	8160	1400.00	83
31-00	PROFESSIONAL SERVICES	1849	90000.00	4868	115772	100528.00	87	8070.00	115772	7174.00	94
31-01	LEGAL EXPENSES	87	.00	0	1000	.00	0	.00	1000	1000.00	0
31-33	EMPLOYEE HEALTH CENTER	491	133.25	27	5859	3475.94	59	2383.06	5859	.00	100
31 **	PROFESSIONAL SERVICES	2427	90133.25	3714	122631	104003.94	85	10453.06	122631	8174.00	93
34-00	CONTRACT SERVICES	424	.00	0	5000	1934.98	39	.00	5000	3065.02	39
34-10	COST OF GENERAL FUND SVCS	4762	4762.00	100	57111	57111.00	100	.00	57111	.00	100
34 **	CONTRACT SERVICES	5186	4762.00	92	62111	59045.98	95	.00	62111	3065.02	95
39-00	CONTINGENCY	5049	.00	0	86500	.00	0	.00	86500	86500.00	0
39 **	CONTINGENCY	5049	.00	0	86500	.00	0	.00	86500	86500.00	0
40-00	TRAVEL & PER DIEM	187	.00	0	2200	787.68	36	.00	2200	1412.32	36
40 **	TRAVEL & PER DIEM	187	.00	0	2200	787.68	36	.00	2200	1412.32	36
41-00	COMMUNICATION	180	.00	0	2160	673.79	31	826.21	2160	660.00	69
41 **	COMMUNICATION	180	.00	0	2160	673.79	31	826.21	2160	660.00	69
42-00	POSTAGE & FREIGHT	125	.00	0	1500	742.46	50	440.00	1500	317.54	79
42 **	POSTAGE & FREIGHT	125	.00	0	1500	742.46	50	440.00	1500	317.54	79
43-00	ELECTRIC/WATER/SEWER	1500	963.06	64	18000	10695.14	59	6120.21	18000	1184.65	93
43 **	ELECTRIC/WATER/SEWER	1500	963.06	64	18000	10695.14	59	6120.21	18000	1184.65	93
44-00	RENTALS AND LEASES	356	.00	0	5635	906.60	16	3465.00	5635	1263.40	78
44 **	RENTALS AND LEASES	356	.00	0	5635	906.60	16	3465.00	5635	1263.40	78
45-00	INSURANCE	602	363.20	60	7191	7495.98	104	.00	7191	304.98-	104
45 **	INSURANCE	602	363.20	60	7191	7495.98	104	.00	7191	304.98-	104

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	3826-	7243.93	189-	34000	31352.26	92	850.82	34000	1796.92	95
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	43431	3924.00	9	103969	24382.39	24	76531.00	103969	3055.61	97
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	39605	11167.93	28	137969	55734.65	40	77381.82	137969	4852.53	97
47-00	PRINTING & BINDING	168	.00	0	675	675.00	100	.00	675	.00	100
47 **	PRINTING & BINDING	168	.00	0	675	675.00	100	.00	675	.00	100
49-00	OTHER CHARGES & OBLIG.	608	.00	0	7175	732.40	10	.00	7175	6442.60	10
49-07	BAD DEBT EXPENSE	837	8334.55	996	10000	2938.84-	29-	.00	10000	12938.84	29-
49 **	OTHER CHARGES & OBLIG.	1445	8334.55	577	17175	2206.44-	13-	.00	17175	19381.44	13-
52-00	OPERATING SUPPLIES	1205	489.08	41	14350	7818.17	55	763.22	14350	5768.61	60
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2173	3756.38	173	26065	18668.65	72	.00	26065	7396.35	72
52-33	EMPLOYEE HEALTH CENTER	113	.00	0	1323	1189.26	90	133.74	1323	.00	100
52 **	OPERATING SUPPLIES	3491	4245.46	122	41738	27676.08	66	896.96	41738	13164.96	69
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	74	.00	0	800	522.59	65	.00	800	277.41	65
54 **	MEMBERSHIP/PUBLICATIONS	74	.00	0	800	522.59	65	.00	800	277.41	65
55-00	TRAINING	250	.00	0	3000	2766.45	92	.00	3000	233.55	92
55 **	TRAINING	250	.00	0	3000	2766.45	92	.00	3000	233.55	92
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	15750	.00	0	83000	31136.89	38	.00	83000	51863.11	38
61 **	LAND	15750	.00	0	83000	31136.89	38	.00	83000	51863.11	38

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	90733	28624.98	32	1434294	413065.92	29	46334.30	1434294	974893.78	32
63 **	INFRASTRUCTURE	90733	28624.98	32	1434294	413065.92	29	46334.30	1434294	974893.78	32
64-00	MACHINERY & EQUIPMENT	15830	.00	0	189850	189648.00	100	.00	189850	202.00	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	15830	.00	0	189850	189648.00	100	.00	189850	202.00	100
69-99	PROPRIETARY FUND	0	189648.00-	0	0	189648.00-	0	.00	0	189648.00	0
69 **	CONTRA FIXED ASSET	0	189648.00-	0	0	189648.00-	0	.00	0	189648.00	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	1568	.00	0	18750	.00	0	.00	18750	18750.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1568	.00	0	18750	.00	0	.00	18750	18750.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	233258	9269.24	4	2797435	1223108.20	44	145917.56	2797435	1428409.24	49
GRAND	TOTAL *********	233258	9269.24	4	2797435	1223108.20	44	145917.56	2797435	1428409.24	49

Legislation Details (With Text)

File #:	16-462	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/12/2016			**In control:**	City Council
On agenda:	10/25/2016			**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 - CM Authorized to Execute.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 12, 2016
Agenda Date: October 25, 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 September 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 | 9/30/2016

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
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	FY16 cum				
	Vendor name PO # DP Development 68774		FY16 PO Issue	FY 2016	31032	38,828.00	38,828.00	38,828.00	$ -	n/a		
	Bid No. B-16-10-COC											
		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	FY16 cum				
	Vendor name PO #Bussen Mayer Engineering		FY16 PO Issue	FY 2016			-		$ -	n/a		
	Bid No. B-16-10-COC			Pending								
		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	FY16 cum				
	Vendor name PO # Quentin 68621		FY16 PO Issue	FY 2016	30876	3,200.00	3,200.00	3,200.00	$ -	n/a		
	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	FY16 cum				
	Vendor name PO # CH2M Hill		FY16 PO Issue	FY 2016			-		$ -	n/a		
	Bid No.			Pending								
		283,806	^contingency balance-->				v					
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	FY16 cum				
	Vendor name PO # Danus Utilities Inc 68639		FY16 PO Issue	FY 2016	30836	41,300.00	41,300.00	41,300.00	$ 41,300.00	n/a		
	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	FY16 cum				
	Vendor name: L7 Construction Inc PO#68449		FY16 PO Issue	FY 2016	30576	561,700.00	561,700.00	561,700.00	$ 18,000.00	n/a		
	Bid No. B-16-14-COC											
		56,170	^contingency balance-->									
PWPAVE	Yearly paving of certain City streets											
Op. Rev.		300,000.00	4/26/2016	2016-39								
Project Manager:		36,755.84	contingency authorized									
account #	001-3510-541-63-00	263,244.16	exp authorized before contingency				Cumulative	FY16 cum				
	Vendor name Good IV TLC P.O. 68188		FY16 PO Issue	FY 2016	30267	263,244.16	263,244.16	263,244.16	$ 251,405.52	n/a		
	Bid No. B4-15-57		*CO#1 pave Legion Lane and Varr Ave*		30942	13,933.60	277,177.76	277,177.76				
		22,822	^contingency balance-->									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
WS1222	WRF Motor Controls Sellers											
Op. Rev.		2,334,400.20	4/12/2016	2016-37								
Project Manager:		212,218.20	contingency authorized									
account #	421-4120-536-63-00	2,122,182.00	exp authorized before contingency				Cumulative	FY16 cum				
	Vendor name Chinchor Electric Inc PO 68119		FY16 PO Issue	FY 2016	30162	2,122,182.00	2,122,182.00	2,122,182.00	$ 118,800.00	n/a		
	B-16-05-COC											
		212,218	^contingency balance-->									
CP11FS	Fleet Garage Addition											
Op. Rev.		275,900.00	4/12/2016	2016-25								
Project Manager:		10,000.00	contingency authorized									
account #	001-3580-519-62-00	265,900.00	exp authorized before contingency				Cumulative	FY16 cum				
	Vendor name PARKIT CONSTR. PO # 68120		FY16 PO Issue	FY 2016	30169	265,900.00	265,900.00	265,900.00	$ 13,704.75	n/a		
	Bid No. B-16-03-COC Fleet		*CO#1 remove pre-engineered metal bldg and heater duct*		30831	(49,308.60)	216,591.40	216,591.40				
		10,000	^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	FY16 cum				
	Architects Design Group PO#67485		FY16 PO Issue	FY2016	29395	154,206.00	154,206.00	154,206.00	$ 112,352.64	n/a		
	Bid No. RFQ-11-12-COC		*CO#1Design and Landscape revisions*		30999	6,460.00	160,666.00	160,666.00				
		1,250	^contingency balance-->									
CP16F2	Fire Station #2 Design Bronson											
Op. Rev.		118,490.20	1/12/2016	2016-15								
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	FY16 cum				
	Architects Design Group PO#67486		FY16 PO Issue	FY2016	29612	103,324.00	103,324.00	103,324.00	$ 67,395.49	n/a		
	Bid No. RFQ-11-12-COC		*CO#2*		30996	9,992.00	113,316.00	113,316.00				
		5,174	^contingency balance-->									
* Fire Stations 1 and 2 were switched after Council		*PW Going to Council 9/27/16 as they went over contingency*										
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	FY16 cum				
		50,955.00	4/12/16 V.9									
	Architects Design Group PO#67682		FY16 PO Issue	FY2016	29610	145,619.00	145,619.00	145,619.00	$ 116,046.20	n/a		
	Bid No. RFQ-11-12-COC		*CO # 1 Design Criteria EOC at Fire Headquarters*		30171	50,955.00	196,574.00	196,574.00				
			CO #2 Landscaping & design changes		30995	2,600.00	199,174.00	199,174.00				
* Fire Stations 1 and 2 were switched after Council		**4,681**	^contingency balance-->									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
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	FY16 cum				
	PETTICOTT-SCHMITT #67619		FY16 PO Issue	FY2016	29508	8,569,000.00	8,569,000.00	$ 8,569,000.00	$ 1,523,268.21	n/a		
	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	8,636,311.00				
		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	FY16 cum				
	Certified General Contractors PO 67555		FY16 PO Issue	FY2016	29456	599,854.00	599,854.00	599,854.00	$ 318,185.67	n/a		
	Bid No. Sole Source		*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	FY16 cum				
	Insituform Technologies PO 67722		FY16 PO Issue	FY2016	29413	305,756.87	305,756.87	305,756.87	$ 281,993.55	n/a		
	Contract No. 0113-1010 City of Daytona Beach		*CO#1 add five laterals*		30748	7,569.30	313,326.17	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	FY16 cum				
	Logan Diving & Salvage PO # 67251		FY16 PO Issue	FY2016	29144	107,008.00	107,008.00	$ 107,008.00	$ 132,912.00	n/a	n/a	n/a
	Bid No. RFQ-14-19-COC		*CO#1 pre-repair outlet investigation, prelim outlet repair strategy*		30619	28,480.00	135,488.00	135,488.00				
	a/k/a Anderson Diving											
		21,520	^contingency balance-->									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY16 Cum.		FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
PW08PT and WS1509	Peachtree Street Improvements Phase II													
Lap Agree. 1,387,500		2,936,405.85	3/24/2015 V .8.	2015-018		3510-541-63-00	4055-536-63-00							
Project Manager: Charlene Neuterman		130,533.95	5% contingency authorized for construction & SDC											
1-account # 001-3510-541-63-00		2,610,678.97	exp authorized before contingency					Cumulative	FY16 cum					
2-account # 421-4055-536-63-00		195,192.93	7/26/16 V.5 (#16-315)											
Restr Reserves $340,920 W/S $956,198														
FY 2015	DP Development of the Treasure Coast PO#65960 for acct 1, & PO#65962 for acct 2		65960 FY15 PO Issue	FY 2015	27406	1,553,694.27		1,553,694.27			$ 2,317,696.99	$ 467,457.38	n/a	n/a
	Myra Planning & Design PO#65818 for acct 1, & PO#65947		65962 FY15 PO Issue	FY 2015	27428		812,436.70	2,366,130.97						
			65818 FY15 PO Issue	FY 2015	27271	167,479.59		2,533,610.56						
FY2016	**Acct 1 PO# 67188 and PO 67499**		65790 FY15 PO Issue	FY 2015	27415		77,035.54	2,610,646.10						
	Acct 2 PO# 67400 & 67399		*PO 65947 FY15 Year-End PO Liquidation*	FY 2015			(45,285.65)	2,565,360.45				31,749.89		
			PO 65818 FY15 Year-End PO Liquidation	FY 2015		(121,541.98)		2,443,818.47				45,937.61		
			PO 65960 FY15 Year-End PO Liquidation	FY 2015		(1,314,475.89)		1,129,342.58				239,218.38		
	Bid No. B-15-12-COC		*PO 65962 FY15 Year-End PO Liquidation*	FY 2015			(661,885.20)	467,457.38				150,551.50		
			67188 FY16 PO Issue	**FY 2016**	**29046**	**900,000.00**		1,367,457.38	900,000.00	v	1,490,765.72			
			67499 FY16 PO Issue	FY 2016	29264	121,541.98		1,488,999.36	1,021,541.98	v	96,217.84			
			67400 FY16 PO Issue	FY 2016	29302		354,503.35	1,843,502.71	1,376,045.33	v	685,427.78			
			67399 FY16 PO Issue	FY 2016	29298		45,285.65	1,888,788.36	1,421,330.98	v	45,285.65			
			CO#1PO#67188 approved by Council 12/8/15 #15-572			**414,475.89**		2,303,264.25	1,835,806.87					
			CO#2 PO#67188 remove traffic signal at Peachtree/Fiske no longer in plans		**29887**	**(93,395.10)**		2,209,869.15	1,742,411.77					
			CO#3 PO#67188 modify drainage structure etc		**29902**	**39,581.13**		2,249,450.28	1,781,992.90					
			CO#4 PO#67188 modify lighting and electrical activity		**29903**	**(20,567.58)**		2,228,882.70	1,761,425.32					
			CO#5 PO 67188 Peachtree St Improvement Phase 2		**30278**	**55,478.46**		2,284,361.16	1,816,903.78					
			CO#1 PO 67400 Carry Forward of funds				307,381.85	2,591,743.01	2,124,285.63					
			CO#2 PO 67400 Addition of water main line				37,433.58	2,629,176.59	2,161,719.21					
			CO#6 PO#67188 approved by Council 7/26/16 #16-315		**30854**	**195,192.93**		2,824,369.52	2,356,912.14					
			PO#67400 balance liquidated (complete)				(13,891.00)	2,810,478.52	2,343,021.14					
			PO#67188 balance liquidated (complete)			(0.01)		2,810,478.51	2,343,021.13					
		85,003.71	^contingency balance--> Public Works					2,629,209.46			FY'16:,343,021.13 - 2,317,696.99 = 25,324.14 = balance of PO#67499			
		8,096.66	^contingency balance--> Utilities											
		93,100.37	Total contingency balance											
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	FY16 cum					
	Brandes Design-Build, Inc. PO # 67359		FY15 PO Issue	FY 2015	27257	1,103,473.00		1,103,473.00			$ 800,374.00	$ 220,050.00	n/a	n/a
	Bid No. B-15-09-COC		*PO 65796 FY15 Year-End PO Liquidation*			(883,423.00)		220,050.00						
			FY16 PO Issue	FY 2016	29146	883,423.00		1,103,473.00	883,423.00					
			CO#1		29489	7,268.19		1,110,741.19	890,691.19					
			CO#2		30181	7,419.37		1,118,160.56	898,110.56					
			CO#3		30320	32,643.88		1,150,804.44	930,754.44					
		63,016	^contingency balance-->											
WS1001	Industrial Park Pump Station													
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138										
Project Manager:		444,500.00	10% contingency authorized			63-00								
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency					Cumulative	FY16 cum					
	Brandes Design-Build. PO #67318		FY15 PO Issue	FY 2015	26451	4,445,000.00		4,445,000.00			$ 791,897.00	$ 2,959,457.53	n/a	n/a
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41		4,486,985.41						
			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	1,542,102.38	v	$ 731,550.34			
			TO 2015-67 P.O. 67455 TO CH2M for Scada Programing		29315	21,434.07		4,522,993.98	1,563,536.45	v	$ 7,136.54			
			PO# 67460 to QLH for SDC		29381	53,001.11		4,575,995.09	1,616,537.56	v	$ 53,210.12			
	CH2M PO #67455		*CO # 1 PO 67460 Additional Services Industrial Park*		29593	23,033.00		4,599,028.09	1,639,570.56					
			CO#1 PO 67318		29647	53,686.38		4,652,714.47	1,693,256.94					
			CO#2 install electronic indicators PO 67318		30007	8,917.65		4,661,632.12	1,702,174.59					
			CO#2 additional inspection services PO# 67460		30758	18,000.00		4,679,632.12	1,720,174.59					
		209,868	^contingency balance-->											

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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	FY16 cum					
	CH2M Hill Engineers, Inc. PO# 64202		FY14 PO Issue	FY 2014	25301		2,316,644.00	2,316,644.00			$ 879,077.07	$ 1,544,805.10	$ -	n/a
	Task Order 2014-58		*FY14 Year-End PO Liquidation for Task Order 2014-58*				(2,316,644.00)	-						
	CH2M Hill Engineers, Inc. PO# 64883		*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	1,369,468.90					
	Same project, different task orders, not from "contingency"													
	CH2M Hill Engineers, Inc. PO# 67260													
	CH2M Hill Engineers, Inc. PO# 67261													
	CH2M Hill Engineers, Inc. PO# 67263													
	CH2M Hill Engineers, Inc. PO# 67264													
		231,664	^contingency balance-->											
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	FY16 cum					
	IEM Power Systems LLC PO# 64076		FY14 PO Issue	FY 2014	25120	478,043.00		478,043.00			$ 240,106.37	$ 246,351.60	$ -	n/a
	Bid No. B-14-12-COC		*FY14 Year-End PO Liquidation*			(478,043.00)		-						
	IEM Power Systems LLC PO#65274		FY15 PO Issue	FY 2015	26591	478,043.00		478,043.00						
	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	342,291.40					
			CO#1 rental of storage POD		30635	345.00		588,988.00	342,636.40					
			CO#2 add'l costs for delay in construction		30658	1,750.00		590,738.00	344,386.40					
			CO#3 add'l costs for delay in construction		30676	4,050.00		594,788.00	348,436.40					
		41,659	^contingency balance-->											

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WS1222	BNR Process Improvements													
DER restricted + Op.Rev		2,970,900.00	08/13/13 VIII.7	2013-083										
account #421 4120 536 63-00 + 64-00		191,900.00	contingency authorized											
		2,779,000.00	constr exp authorized before contingency											
	Brandes Design-Build, Inc. PO# 62086													
	Bid No. B-13-11-COC	86,000	7/28/15 VIII. 3. for Maxwell Contracting	2015-037										
	$5k reimburse check for overpmt of retainage in error - NOT a change order	10,000	contingency authorized for emergency task order			63-00	64-00							
	Brandes Design-Build, Inc. PO# 62605	76,000	Emergency Task Order authorized ($76k before task order contingency)											
	Bid No. B-13-11-COC													
								Cumulative	FY16 cum					
	Brandes Design-Build, Inc. PO# 64940			FY2012		-	-	-						
	Bid No. B-13-11-COC			FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00			$ 45,175.49	$ 675,526.65	$ 2,023,431.73	$ 50,000.00
			FY13 Year-End PO Liquidation			(1,200,550.00)	(1,528,450.00)	50,000.00						
			FY14 PO Reissue	FY2014	23304	1,200,550.00	1,528,450.00	2,779,000.00						
	Brandes Design-Build, Inc. FY2016 PO# 67346		CO #1 Modification to drain lines in BNR tanks		24840	22,776.29		2,801,776.29						
			FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73						
								2,073,431.73						
			FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29						
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29						
			CO #3 Cable Tray		27079	5,978.14		2,818,794.43						
			CO #4 to Remove Sludge		27209	10,000.00		2,828,794.43						
			FY15 Year End PO Liquidation			(79,836.05)		2,748,958.38						
			FY16 PO Issue	FY2016	29212	79,836.05		2,828,794.43	79,836.05					
			CO#1		29329	(5,000.00)		2,823,794.43	74,836.05					
			CO#2		29212	4,151.50		2,827,945.93	78,987.55					
			CO#3		29905	5,327.32		2,833,273.25	84,314.87					
			CO#4		30046	(5,327.32)		2,827,945.93	78,987.55					
	SISCO PO 68047		SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16		5,085.16	5,085.16		$ 5,085.16			
	Maxwell Contracting, Inc. FY2015 PO#066365		Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		76,000.00	-		$ -	$ 76,000.00	n/a	
	Emergency - compromise of existing expansion joint					this portion is complete; project is incomplete								

137,869 ^contingency balance--> for Brandes Design-Build
10,000 ^contingency balance--> for Maxwell Contracting

Legislation Details (With Text)

File #:	16-475	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/13/2016			**In control:**	City Council
On agenda:	10/25/2016			**Final action:**	
Title:	Cocoa Police Department District Event statistics for the month of August, 2016. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	August 2016 Council Report by District .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 13, 2016
Agenda Date: October 25, 2016
Prepared By: Charlene Jenkins, 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. If also shows incidents and case reports by shift, hour of the day and the total crimes that are Uniform Crime reportable. Attached is the August 2016 report.

STRATEGIC PLAN CONNECTION:

Crime

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Cocoa Police Department District Event statistics for Council Information

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Cocoa Police Department
Council Report

August 2016

Prepared by Dailaity Henson

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Total UCR Offenses by Month - 2016, 2015, & 2014 12

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

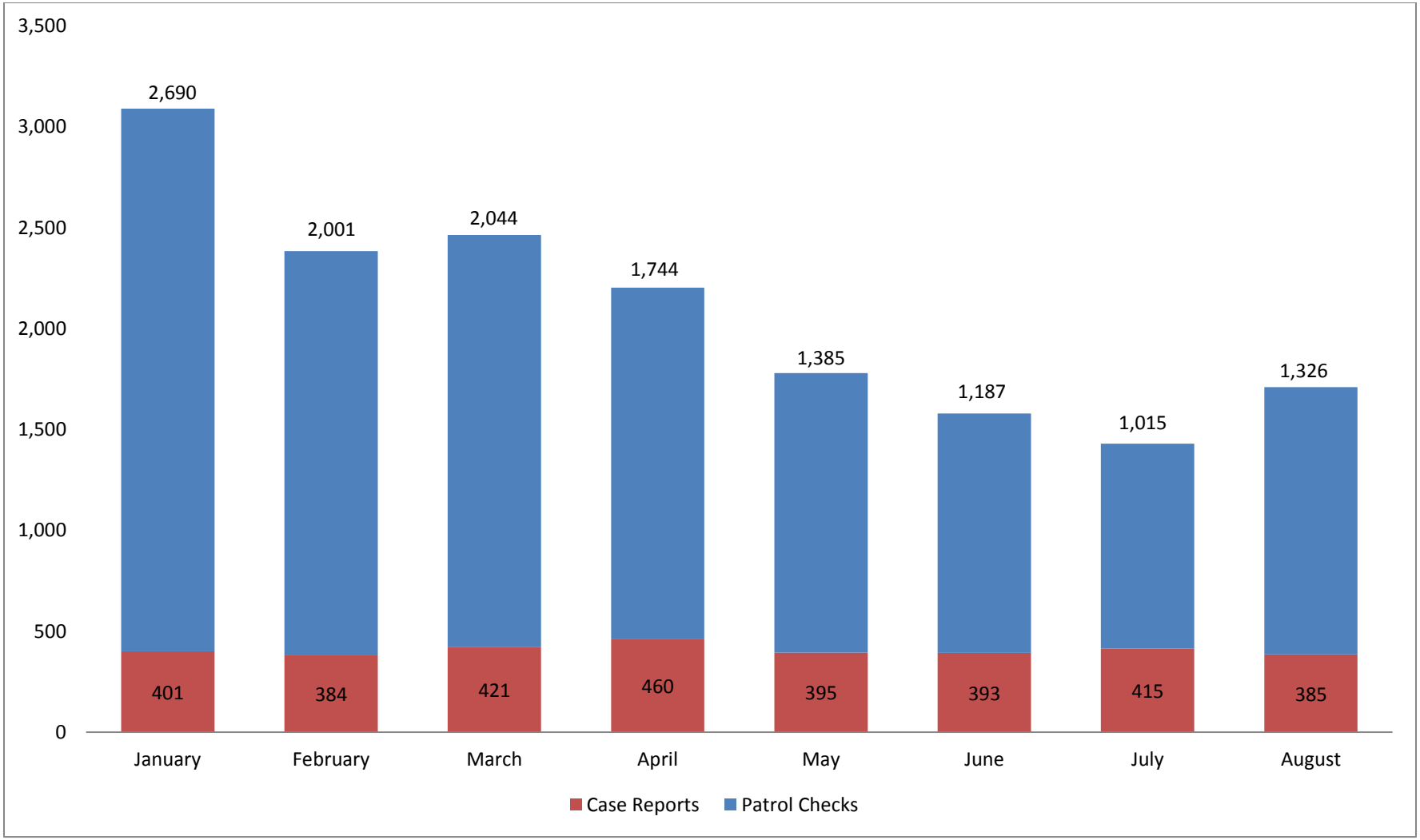
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for July 2016. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2014, 2015, and 2016.

- 3,591 incidents
- 385 Case Reports (11% of incidents)
    - 166 Criminal Case Reports (43% of all case reports)
    - 219 Non-Criminal Case Reports (57% of case reports)
    - 72 Criminal Case Reports were closed by Arrests/Capias Requests (43% of criminal case reports)
    - 26 Non-Criminal Case Reports were closed by Arrests/Capias Request (12% of non-criminal cases reports)
- 1,559 incidents were initiated by police officers (43%)
- District 1 experienced the most cases with a total of 170
- District 3 experienced the fewest cases with a total of 53
- Robbery Offenses have ***decreased*** by a 50% from the previous month
- Larceny Offenses have ***decreased*** by a 11% from the previous month
- Motor Vehcle Theft have ***decreased*** by 18% from the previous month
- Overall, UCR offenses have ***decreased*** from the previous month by an 8%

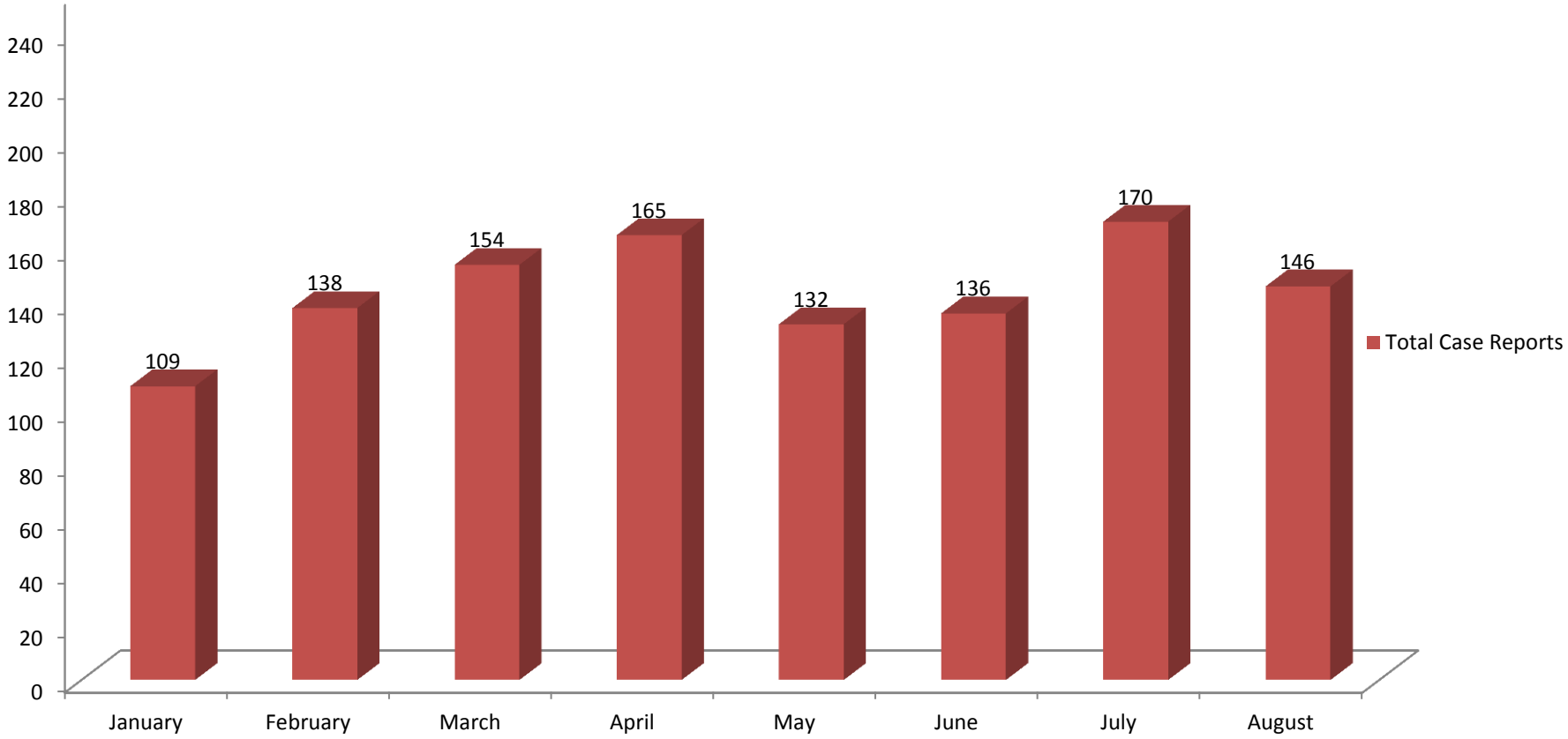
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



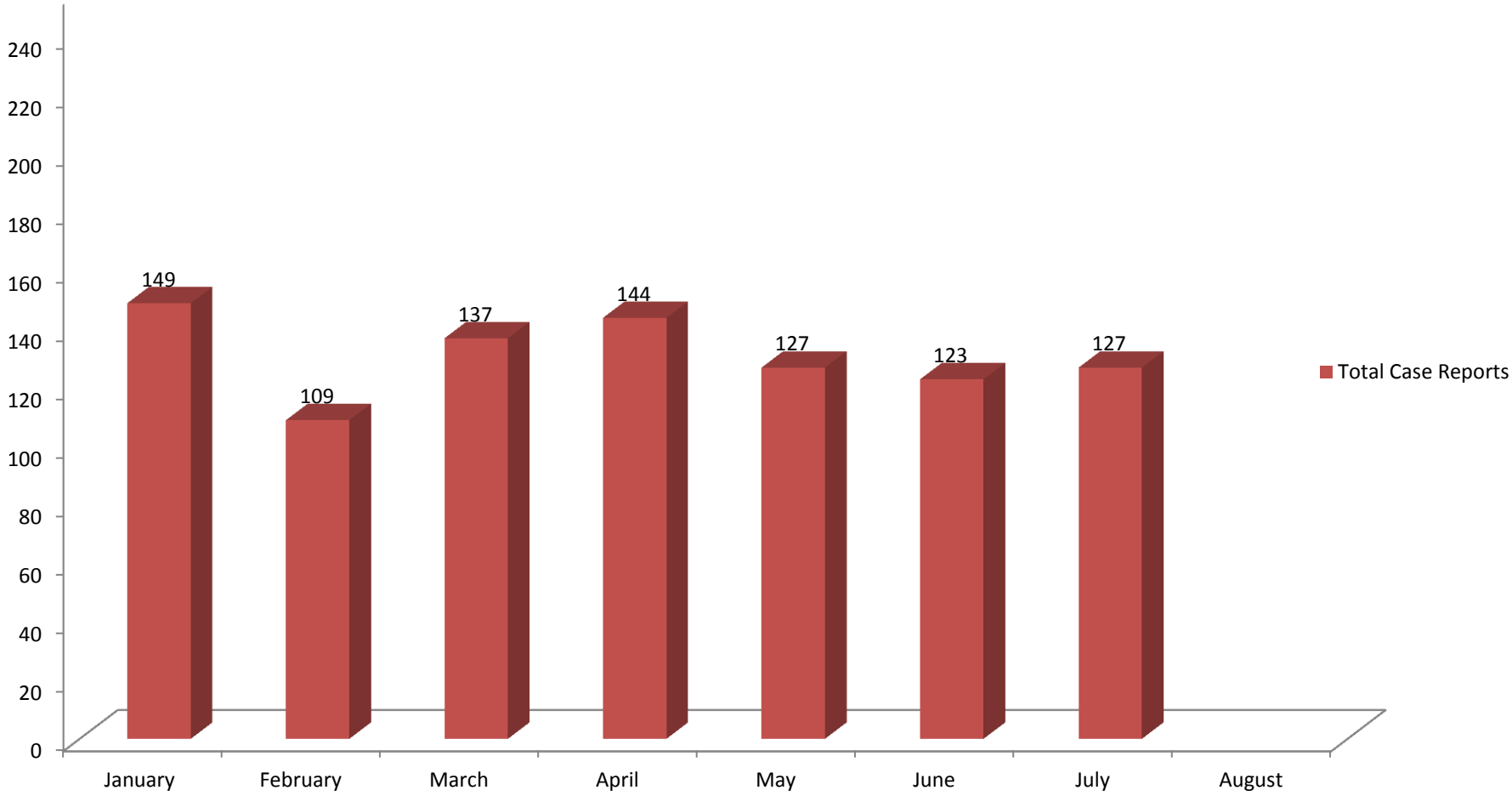
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



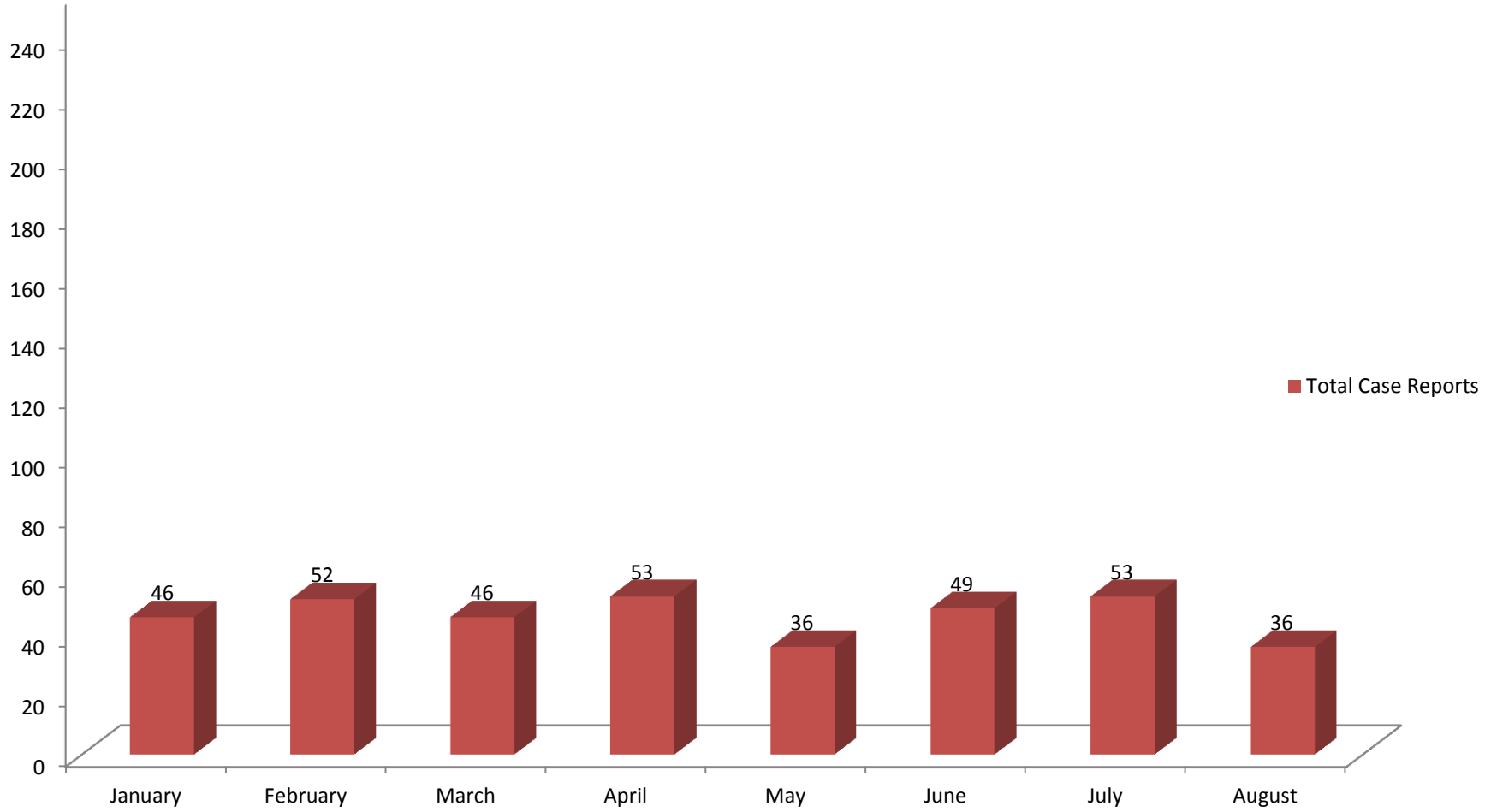
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



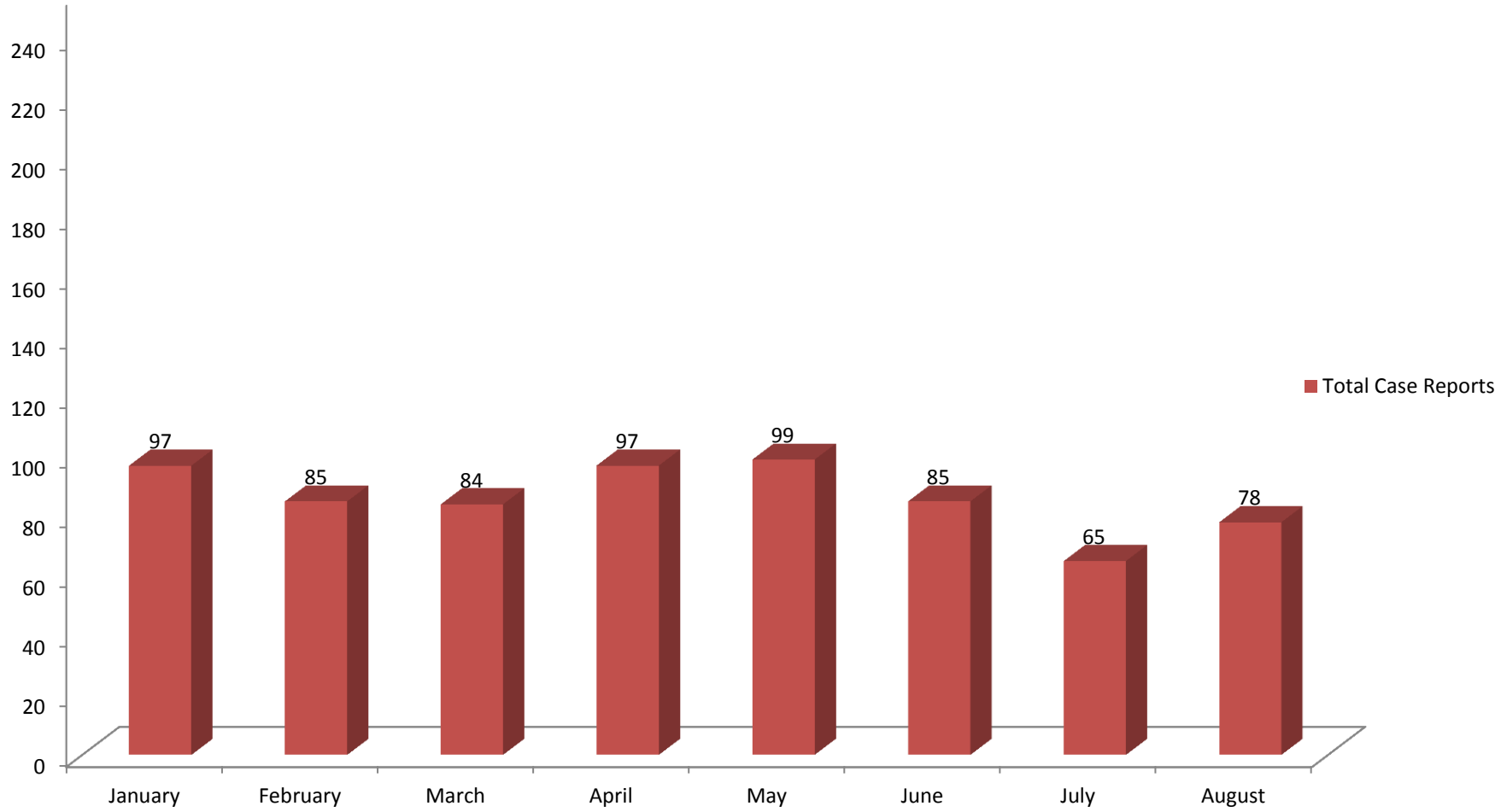
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

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

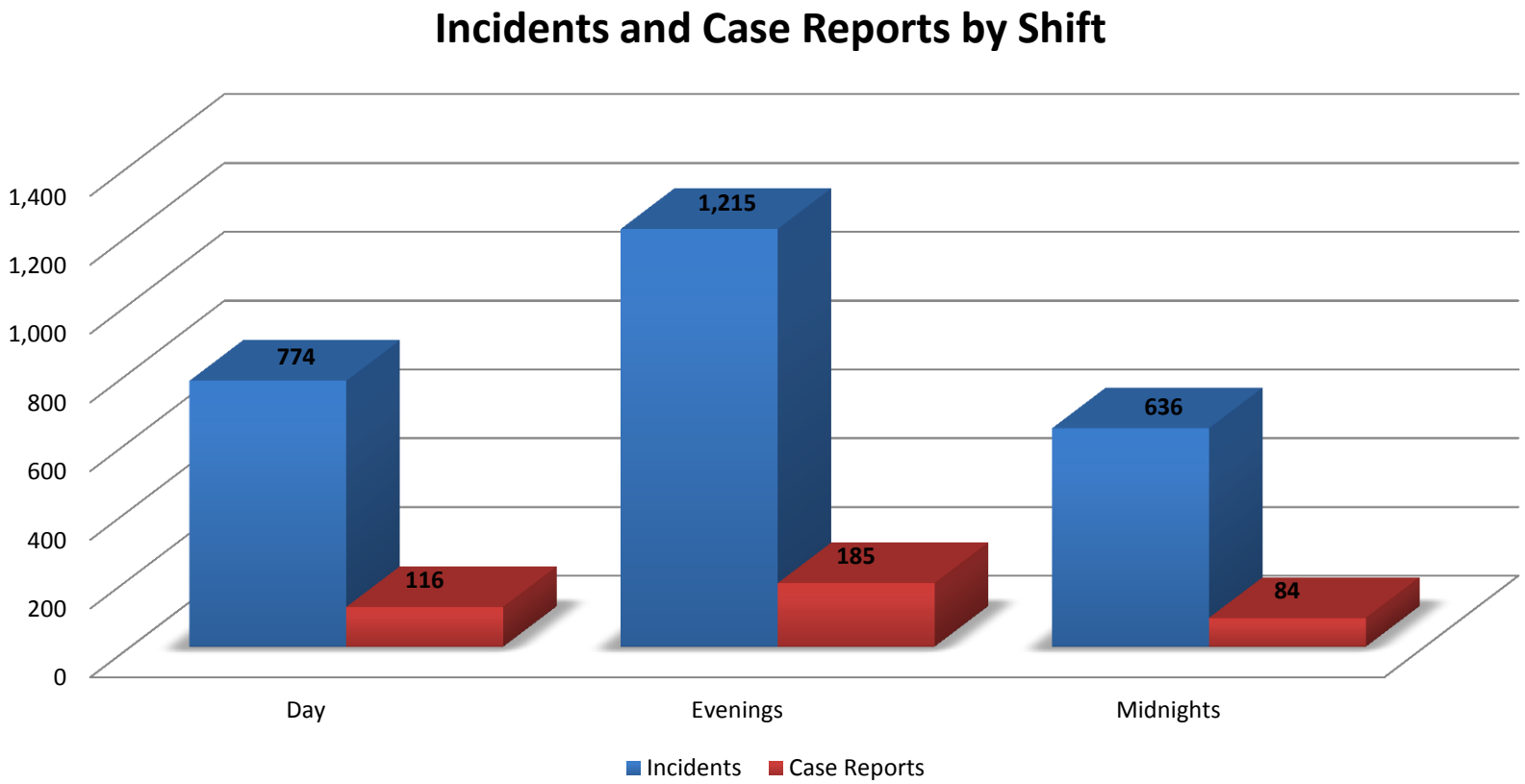
The table below illustrates the total of Incidents and Cases from August 1, 2016 thought August 31, 2016 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	44	10
1080 N. Fiske	37	9
1514 Clearlake Rd	36	6
800 N. Fiske	29	7
1010 N. Fiske Blvd	23	5
1407 Dixon Blvd	21	10
900 Friday Rd	15	2
1524 Clearlake Rd	11	2
TOTAL	**216**	**51**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.



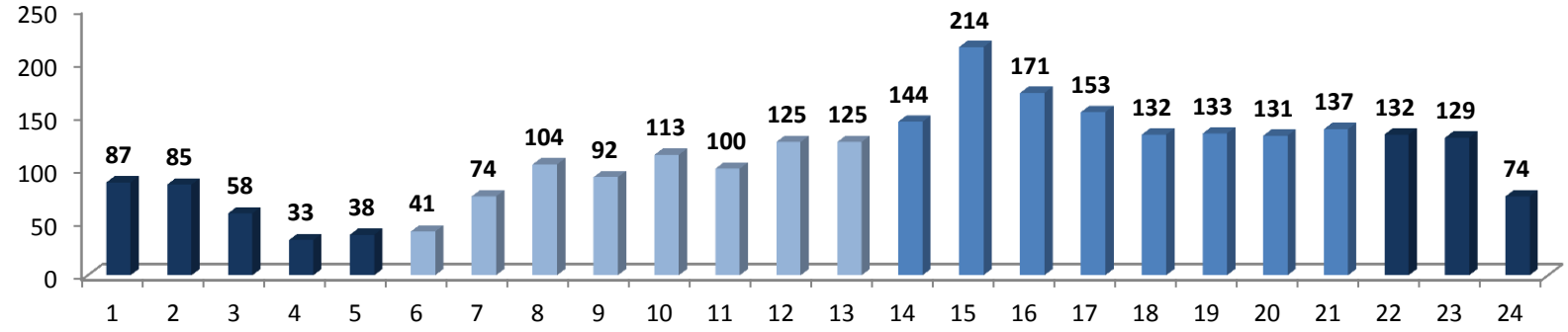
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

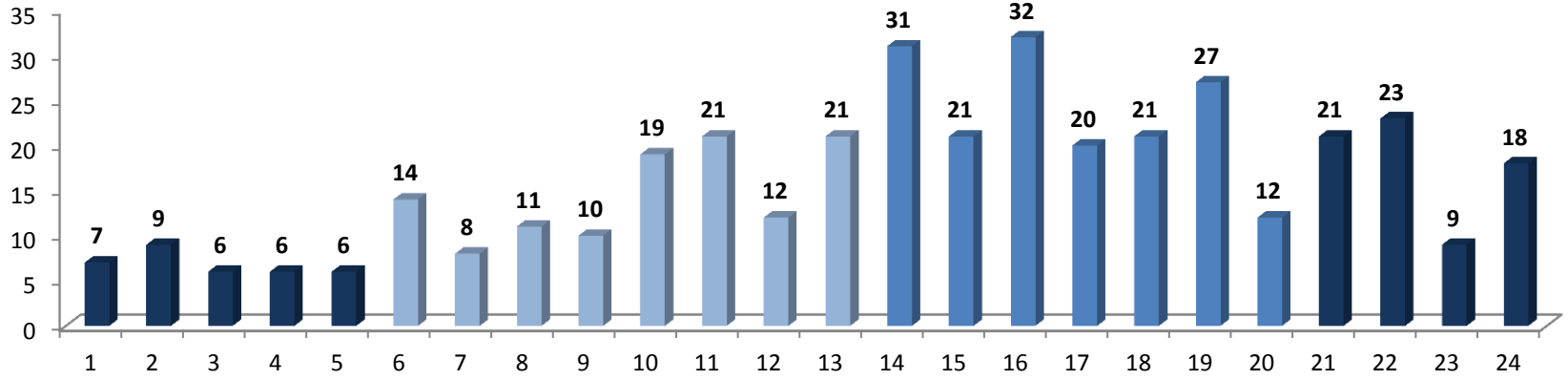
Incidents and Case Reports by Hour

Note: The charts below illustrates incidents broken down by time of day.

Incidents by Hour

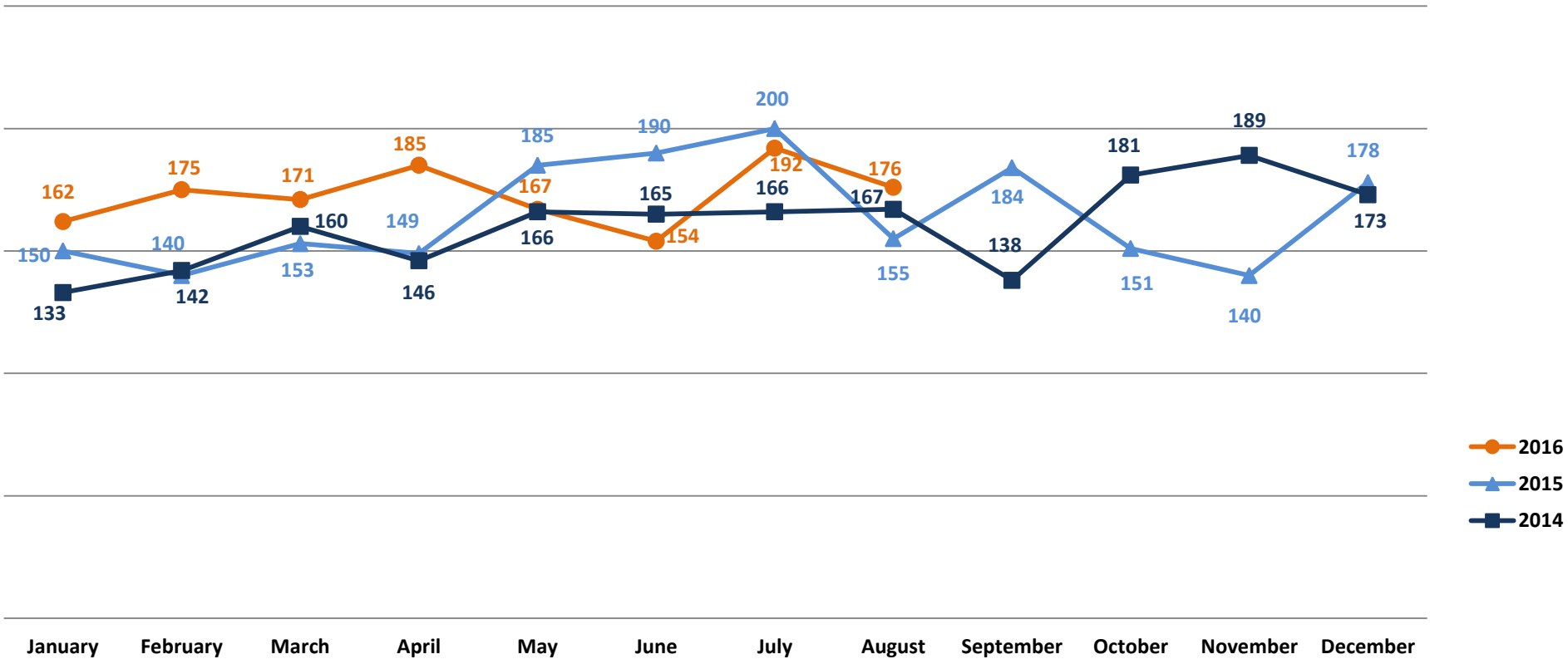


Case Reports by Hour



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month - 2016, 2015, & 2014



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Legislation Details (With Text)

File #:	16-477	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/13/2016			**In control:**	City Council
On agenda:	10/25/2016			**Final action:**	
Title:	New local business tax receipts. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 13, 2016
Agenda Date: October 25, 2016
Prepared By: T. Scott Davis, MCP, Building Official
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
New local business tax receipts

BACKGROUND:

The following are new businesses locating in the City of Cocoa who have obtained new local business tax receipts (occupational licenses) during the period of September 30, 2016 - October 13, 2016. Please keep in mind that some may represent businesses that let their business tax receipt (occupational license) expire and subsequently applied for a new local business tax receipt.

Business Name/Address	Classification
Murrell Development Group, LLC 200 Willard St.	Real Estate
HD Security 1118 Bristol Dr.	Administrative & Support
Remma, Inc. 200 Willard St.	Real Estate
Unique Custom Car Wash & Detailing 1263 W. King St.	Repair & Maintenance

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STRATEGIC PLAN CONNECTION:

None.

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

None, this is an information agenda item.