City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, October 24, 2017

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 17-444 Approve the Agenda for the Regular Meeting of October 24, 2017, as presented or with amendments.

Attachments: 10-24-17.pdf

MINUTES:

II.2(a) 17-442 Approve the Minutes of the Special meeting of September 25, 2017, as written or with amendments.

Attachments: 09-25-2017 Budget Meeting-2nd Public Hearing.pdf

09-25-17 Exhibit A 2nd Budget Hearing.pdf

II.2(b) 17-443 Approve the Minutes for the Regular City Council Meeting of September 26, 2017, as written or with amendments.

Attachments: 09-26-17 Minutes.pdf

09-26-17 Exhibit A-School to School Exchange 2017.pdf

09-26-17 Exhibit B-Council Meeting Brief 9.26.17 (2).pdf

09-26-17 Exhibit B- continued.pdf

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 17-447 Approve the FY2018 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements; To Approve a Resolution Amending the FY2018 Budget. (Utilities Director)

Attachments: Cover Ltr and USGS Agreement
Budget Resolution FY 2018 - USGS
BAF-UT-USGS Survey (10-24-17) Agenda 17-447.pdf

V.2 17-453 Approve Proposal by Connect Consulting, Inc. (CCI), High Springs, Florida, for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services, Project No. WS1106, utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services. (Utilities Director)

Attachments: CCI - Exhibit E - Price Schedule.pdf
CCI - FY18 Proposal.pdf
CCI - Agmt City of Palm Coast.pdf
CCI - COI City of Palm Coast.pdf
CCI - Billing Rate Tables.pdf
CCI - Exhibit A Scope of Services.pdf

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VII.1 17-451 Resolution for Florida City Government Week. (City Manager)

Attachments: Government Week Resolution.docx
Florida City Government Week.pdf

VIII. CITY BUSINESS:

VIII.1 17-382

To award Bid #B-17-13-COC, Project SW17CS, Nutrient Removal Baffle Box at Church Street to D.P. Development of the Treasure Coast, LLC of Cocoa and Pompano Beach; Approve the use of Stormwater Reserve Funds; Approve a resolution amending the 2018 budget; Authorize a contingency of $30,000 (not to be included in the purchase order when issued); and Approve the authorization of the City Manager to approve change orders up to $30,000. (Public Works Director)

Attachments:
- CO082 Bid Tabulation
- 00500 Signed Agreement DPE Baffle Box
- Change Order Resolution
- Budget Resolution FY 2018
- BAF-PW-Baffle Box (10-24-17)~ Agenda 17-382-FY18.pdf

VIII.2 17-440

Award Bid # B-17-17-COC, Heart of Cocoa Meeting Room, Project CP1501, to C&D Construction, of Cocoa, FL for $156,875; Authorize the City Manager to execute the contract documents with C&D Construction; Approve a Budget Resolution amending the FY18 Budget to use Fund Balance Reserves to cover additional impact fees and possible change orders associated with the construction; Approve a Contingency Resolution to all change orders up to $18,125. (Public Works Director)

Attachments:
- B-17-17-COC Tabulation Sheet
- Form of Agreement (Section 500) - Heart of Cocoa Meeting Room
- Contingency Tracking Worksheet CP1501 Heart of Cocoa Meeting Room
- Meeting room City impact fee schedule
- Heart of Cocoa Meeting Room budget projection
- Resolution $3125 Change Order Authorization.pdf
- 2018 Budget Resolution FY 2018
- BAF-PW-MeetingRoom (10-17-17) 17-440.pdf
- Heart of Cocoa Meeting Room Plans.pdf

VIII.3 17-459 Approve a Task Order amendment and change order for Task Order #2017-04.1 in the amount of $11,413 (CP16F3) and Task Order #2017-03.1 with Architects RZK, Inc. in the amount of $9,773 (CP16F2) to provide additional services for Fire Station #2 (Brunson Blvd.) and Fire Station #3 (SR524). (Public Works Director)

Attachments:
- Agenda V-9 (1-10-17)
- TO-(2017-04.1) RZK $11413 10.12.2017 PW.- CP16F3
- TO-(2017-03.1) RZK 10.12.2017 $9773 (PW) CP16F2
- Contingency tracking - RZK
- Resolution $9773 Change Order Authorization Fire 2.pdf
- Resolution $11413 Change Order Authorization Fire 2.pdf

MULTI-YEAR CONTRACTS:

VIII.4 17-370 Approve the Resolution waiving the competitive bidding process by reason of sole source for First Billing; Approve a multi-year contract between First Billing and the City of Cocoa for Utility Bill Printing and Payment Solutions; and Authorize the City Manager to sign the contract. (Finance Director)

Attachments:
- Executed Master Services Agreement Cocoa 12.19.14
- Master Services Agreement - First Billing Services Cocoa 5-17-17 revised
- SSR-FN-First Billing (8-15-17)
- Addendum #3 to Service Agreement Contract No. 12-133-0-2012

VIII.5 17-438 Approval of a resolution waiving the competitive bidding process, because of sole source, and approval of multi-year contract between the City of Cocoa and Axon Enterprise Inc. for five (5) years ending on September 30, 2022 and authorizing the City Manager to execute the contract. This will allow for the replacement of ten (10) existing outdated/aging Tasers. City of Cocoa Project # PD15TS. (Chief of Police)

Attachments:
- Cocoa Police Dept. - FL -(10) 22002 T60 TU Revised
- Sole Manufacturer Letter 4.5.17
- SS-PD-Axon Tasers (10-5-17)
- Sole Source Resolution 2018.doc

VIII.6 17-448 Approve Task Order 2018-87 with CH2M Hill Engineers, Inc. for FY2018 Program Management Services for Cocoa Utilities Operating Revenue Funded Projects effective October 1, 2017 through September 30, 2018; To Authorize the City Manager to Execute the Task Order; and To Approve the Third and Final Amendment to Purchase Agreement effective November 11, 2017 through November 10, 2019. (Utilities Director)

Attachments: TO-UT-CH2M 2018-87 (10-6-17) $1,423,955
T.O. 2018-87 Proposal - signed by CH2M
Letter -Amendment to Purch Agmt Renewal
CH2M HILL 3RD AMENDMENT (FINAL) Revised 10.09.2017 - signed by CH2M

VIII.7 17-450 Approval of a resolution waiving the competitive bidding process, by reason of sole source, and approval of a multi-year contract between the City of Cocoa and Axon Enterprise Inc. for five (5) years ending on September 30, 2022 and authorizing the City Manager to execute the contract. This will allow for the replacement of all the existing outdated/aging Body Cameras and implement a CAD/RMS Integration Module. City of Cocoa Project # PD13BC. (Chief of Police)

Attachments: Axon Body Camera Sole Source Resolution
Axon Sole Source US 4.5.17
Q-135866-Cocoa PD - FL - TAP+Tiered Flex 2 (48) ETMs (8) RMS (85)

IX. INFORMATIONAL AGENDA:

IX.1 17-437 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 09/30/2017. (Finance Director)

Attachments: PO Monthy Report to City Council 10.01.16 thru 09.30.17.pdf

IX.2 17-454 FY 2017 Budget Adjustment Report. (Finance Director)

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

IX.3 17-455 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 Order Authorizations 9-30-17.pdf

IX.4 17-456 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 2017.pdf

IX.5 17-458 Cocoa Police Department District Event Statistics for Council Information. (Chief of Police)

Attachments: Augu 2017 Council Report by District

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

Legislation Details (With Text)

File #:	17-444	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/5/2017			**In control:**	City Council
On agenda:	10/24/2017			**Final action:**	
Title:	Approve the Agenda for the Regular Meeting of October 24, 2017, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-24-17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 5, 2017
Agenda Date: October 24, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular Meeting of October 24, 2017, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular Meeting of October 24, 2017, as presented or with amendments.

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: October 24, 2017	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of October 24, 2017 (17-444)
2. Minutes: (a) Special Meeting of September 25, 2017 (17-442)
   (b) Regular Meeting of September 26, 2017 (17-443)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

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

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V. CONSENT AGENDA:

1. Approve the FY2018 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements; To Approve a Resolution Amending the FY2018 Budget. (17-447). (Utilities Director)

2. Approve Proposal by Connect Consulting, Inc. (CCI), High Springs, Florida, for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services, Project No. WS1106, utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services. (17-453). (Utilities Director)

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Approval of a Resolution recognizing October 23-29, 2017 as City Government Week. (17-451). (City Manager)

VIII. CITY BUSINESS:

1. Award Bid #B-17-13-COC, Project SW17CS, Nutrient Removal Baffle Box at Church Street to D.P. Development of the Treasure Coast, LLC of Cocoa and Pompano Beach; Approve the use of Stormwater Reserve Funds; Approve a resolution amending the 2018 budget; Authorize a contingency of $30,000 (not to be included in the purchase order when issued); and Approve the authorization of the City Manager to approve change orders up to $30,000. (17-382). (Public Works Director)

2. Award Bid # B-17-17-COC, Heart of Cocoa Meeting Room, Project CP1501, to C&D Construction, of Cocoa, FL for $156,875; Authorize the City Manager to execute the contract documents with C&D Construction; Approve a Budget Resolution amending the FY18 Budget to use Fund Balance Reserves to cover additional impact fees and possible change orders associated with the construction; Approve a Contingency Resolution to all change orders up to $18,125. (17-440). (Public Works Director)

3. Approve a task order amendment and change order for Task Order #2017-04.1 in the amount of $11,413 (CP16F3) and Task Order #2017-03.1 with Architects RZK, Inc. in the amount of $9,773 (CP16F2) to provide additional services for Fire

Station #2 (Brunson Blvd.) and Fire Station #3 (SR524). (17-459). (Public Works Director)

MULTI-YEAR CONTRACTS:

4. Approve the Resolution waiving the competitive bidding process by reason of sole source for First Billing; Approve a multi-year contract between First Billing and the City of Cocoa for Utility Bill Printing and Payment Solutions; and Authorize the City Manager to sign the contract. (17-370). (Finance Director)

5. Approval of a resolution waiving the competitive bidding process, because of sole source, and approval of multi-year contract between the City of Cocoa and Axon Enterprise Inc. for five (5) years ending on September 30, 2022 and authorizing the City Manager to execute the contract. This will allow for the replacement of ten (10) existing outdated/aging Tasers. City of Cocoa Project # PD15TS. (17-438). (Chief of Police)

6. Approve Task Order 2018-87 with CH2M Hill Engineers, Inc. for FY2018 Program Management Services for Cocoa Utilities Operating Revenue Funded Projects effective October 1, 2017 through September 30, 2018; To Authorize the City Manager to Execute the Task Order; and To Approve the Third and Final Amendment to Purchase Agreement effective November 11, 2017 through November 10, 2019. (17-448). (Utilities Director)

7. Approval of a resolution waiving the competitive bidding process, by reason of sole source, and approval of a multi-year contract between the City of Cocoa and Axon Enterprise Inc. for five (5) years ending on September 30, 2022 and authorizing the City Manager to execute the contract. This will allow for the replacement of all the existing outdated/aging Body Cameras and implement a CAD/RMS Integration Module. City of Cocoa Project # PD13BC. (17-450). (Chief of Police)

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1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 09/30/2017. (17-437). (Finance Director)

2. FY 2017 Budget Adjustment Report. (17-454). (Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (17-455). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (17-456). (Finance Director)

5. Cocoa Police Department District Event Statistics for Council Information. (17-458). (Chief of Police)

X. REPORTS:

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

XI. ADJOURNMENT.

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Legislation Details (With Text)

File #:	17-442	**Version:**	2	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	10/4/2017			**In control:**	City Council
On agenda:	10/24/2017			**Final action:**	
Title:	Approve the Minutes of the Special meeting of September 25, 2017, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-25-2017 Budget Meeting-2nd Public Hearing.pdf 09-25-17 Exhibit A 2nd Budget Hearing.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 4, 2017
Agenda Date: October 24, 2017
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approve the Minutes of the Special meeting of September 25, 2017, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

There is no budgetary impact.

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Special meeting of September 25, 2017, as written or with amendments

MINUTES

CITY OF COCOA
SPECIAL MEETING OF THE CITY COUNCIL

September 25, 2017

A Budget Meeting/ 2nd Public Hearing was held on Monday, September 25, 2017, in City Council Chambers at Cocoa City Hall, 65 Stone Street, Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the workshop to order at 5:36 p.m.

Councilman Whipple provided the invocation. Deputy Mayor Boisvert led the assembly in the Pledge of Allegiance.

Present:	Henry Parrish	Mayor
	Don Boisvert	Deputy Mayor
	Brenda Warner	Councilwoman
	Clarence Whipple	Councilman
	Jeri Blanco	Councilwoman
	Kristin Eick	Assistant City Attorney (attended via phone)
	John Titkanich	City Manager
	Matt Fuhrer	Assistant City Manager
	Monica Arsenault	Assistant City Clerk

Other Staff Members Present:

Tammy Gemmati, Administrative Services Director; Ed Wegerif, Public Works Director; Karen Hamilton, Community Services Director; Michael Cantaloupe, Chief of Police; Teri Butler, Finance Director; Lora Howell, Deputy Finance Director; and Lea Taylor, Budget Analyst.

II. APPROVAL OF AGENDA:

1. Approve the Agenda for the Special meeting of September 25, 2017. (17-409).

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

AYES: Parrish, Boisvert, Warner, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. PUBLIC HEARINGS:

1. a) Approve Resolution 2017-86 establishing the Final Millage Rate of 5.9790 mills for the City of Cocoa Fiscal Year 2018 commencing on October 1, 2017 and ending on September 30, 2018, which represents an increase of 0.96% over the percent of change, of the rolled-back rate of 5.9219.

City Manager Titkanich reviewed the FY18 Budget presentation[1]. He briefly discussed the Ad Valorem Tax base history as well as a historical review of the millage revenue. He shared a chart depicting the percentage of homesteaded homes and he reviewed the FY18 Comparable City Millage Rates.

City Manager Titkanich made a public announcement to address the following:

- The City of Cocoa is the taxing authority
- The rolled-back rate is 5.9219
- The rolled-back rate is a 0% increase
- The millage rate to be levied is 5.9790
- The millage rate of 5.9790 is a tax increase of 0.96% as a percent change of the rolled-back rate

The meeting was opened to Council for questions.

Councilman Whipple mentioned that Ms. Delores McLaughlin shared a presentation at the Diamond Square meeting on September 18, 2017. He asked if the City was going to continue to fund the Alliance for Neighborhood Restoration (ANR) program. In response, City Manager Titkanich clarified that there is a Diamond Square CRA issue in terms of procurement. He explained that in the City's budget, the Police Department is budgeting for ANR. Furthermore, he explained that the Diamond Square CRA has a line item for both ANR and Community Policing, however, there is still a procurement process that has to be followed.

Councilman Whipple expressed concerns about communicating this information with Ms. McLaughlin. City Manager Titkanich expressed that due to the new legislature, Council members must be cautious not to blur the lines between the CRAs and the City Council.

Ms. Karen Hamilton explained that a conversation was held on the previous Monday regarding the future of CRAs. She explained that even though the money has been budgeted, a formality needs to be followed to allow others the chance to submit a request for proposal (RFP).

[1] Exhibit A - Budget Presentation

Councilman Whipple stated that he felt this information should have been shared at the Diamond Square CRA meeting. He asked that staff communicate this information with Ms. McLaughlin.

Councilwoman Warner clarified that Ms. McLaughlin will still be receiving funds from Council's budget, however, the question is whether or not she will be rewarded the bid from the Diamond Square CRA as they will be requesting RFPs as a formality. City Manager Titkanich replied in the affirmative.

Councilwoman Warner expressed that Ms. McLaughlin has always had the support of the Council as she does a great job running the ANR program.

City Manager Titkanich stated that the topic of Ms. McLaughlin's contract was going to be addressed at the City Council meeting the following evening, September 26th, 2017.

There being no further questions, the Public Hearing was closed to Council.

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

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to approve Resolution 2017-86 establishing the Final Millage Rate of 5.9790 mills for the City of Cocoa Fiscal Year 2018 commencing on October 1, 2017 and ending on September 30, 2018, which represents an increase of 0.96% over the percent of change, of the rolled-back rate of 5.9219.**

AYES: Parrish, Boisvert, Warner, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

b) Approve Resolution 2017-87 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2018 commencing on October 1, 2017 and ending on September 30, 2018. (17-390). (Finance Manager)

City Manager Titkanich reiterated the FY18 Budget Development Philosophy and he shared a snapshot of the FY18 GF Fiscal Sustainability Model. Additionally, he reviewed the General Fund FY18 recommendation and he shared a visual of the City's revenue sources, including the FY18 Water/Sewer Fund Revenue as well as the Stormwater Fund Revenue.

City Manager Titkanich reviewed the FY18 expenditure drivers which include:

- Salaries
- Insurance

- Pension
- Fire Stations Debt Service

He shared a snapshot of the FY18 proposed budget vs. the FY17 amended budget by fund and went on to explain the snapshot broken down by department and division.

He discussed the FY18 proposed General Fund Capital Budget and the Water/Sewer Capital Budget.

The Public Hearing was opened to Council for questions. There being no questions, the Public Hearing was closed to Council.

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

Mayor Parrish verified that no changes had been made between the first Public Hearing and now. In response, City Manager Titkanich replied in the affirmative.

Comments were made about the communication between the City and the public in regards to letting everyone know when meetings are and putting information out to the public.

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to approve Resolution 2017-87 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2018 commencing on October 1, 2017 and ending on September 30, 2018.**

AYES: Parrish, Boisvert, Warner, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

IV. ADJOURNMENT:

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to adjourn the Special Meeting of the City Council of September 25, 2017.**

AYES: Parrish, Boisvert, Warner, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The Special Meeting of the City Council adjourned at 6:07 p.m.

Henry U. Parrish III, Mayor

ATTEST:

Carie Shealy, City Clerk
(Transcribed by M. Arsenault, Assistant City Clerk)


AGENDA
GENERAL FUND
FY 2018 MILLAGE RATE
BUDGET
2nd BUDGET HEARING
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
QUESTIONS & DISCUSSION
FISCAL YEAR 2018
September 25, 2017


2nd BUDGET HEARING
FISCAL YEAR 2018
September 25, 2017


AGENDA
COCOA
FLORIDA
GENERAL FUND
FY 2018 MILLAGE RATE
BUDGET
2nd BUDGET HEARING
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
QUESTIONS & DISCUSSION
FISCAL YEAR 2018
September 25, 2017

Agenda & Objectives



- Adopt a Final Millage Rate for FY2018
- Adopt a Final Budget for FY2018

The City must have a balanced budget by October 1, 2017


AGENDA
COCOA
FLORIDA
GENERAL FUND
FY 2018 MILLAGE RATE
BUDGET
2nd BUDGET HEARING
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
QUESTIONS & DISCUSSION
FISCAL YEAR 2018
September 25, 2017

Ad Valorem Tax Base History

Fiscal Year		Valuation		% of Change
FY2008		$1,178,240,071		3.8%
FY2009		$1,168,009,451		(0.9%)
FY2010		$1,025,224,075		(12.2%)
FY2011		$906,460,404		(11.6%)
FY2012		$797,859,898		(12.0%)
FY2013		$771,155,034		(3.3%)
FY2014		$773,867,625		0.4%
FY2015		$780,867,676		0.9%
FY2016		$817,760,975		4.7%
FY2017		$858,558,414		5.0%
FY2018		**$888,479,522**		**3.5%**

FY2008 - FY2017 is based on the Final Taxable Value.

Historical Review of Millage & Ad Valorem Revenue History

Fiscal Year	Valuation	Millage	Ad Valorem Revenue	Revenue Variance from Previous Year	% of Change
FY2009	$1,168,009,451	4.4891	$4,542,124	($257,532)	(5.4%)
FY2010	$1,025,224,075	4.4891	$4,066,536	($475,588)	(10.5%)
FY2011	$906,460,404	4.9660	$4,040,240	($26,296)	(0.6%)
FY2012	$797,859,898	5.5813	$4,022,601	($17,639)	(0.4%)
FY2013	$771,155,034	5.9811	$4,173,108	$150,507	3.7%
FY2014	$773,867,625	5.9811	$4,235,127	$62,019	1.5%
FY2015	$780,867,676	5.9790	$4,275,054	$39,927	0.9%
FY2016	$817,760,975	5.9790	$4,454,795	$179,741	4.2%
FY2017	$858,558,414	5.9790	*$4,768,944	$314,149	7.1%

*FY2017 represents TYTD collections and Final Valuation.

FY2018 TRIM Rate Options

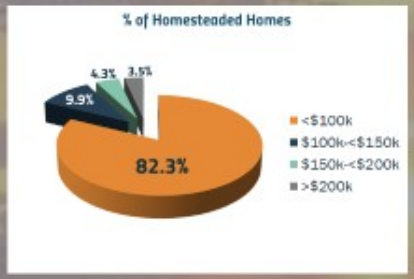
	Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%	FY2017 – FY2018 Revenue Variance
FY2017 *Adopted Rate	**$857,337,863**	**5.9790**	**$5,126,023**	**$4,869,722**	
FY 2018 Millage Options					
Current Rate-Proposed	$888,479,522	5.9790	$5,312,219	$5,046,608	$176,886
Rolled-back Rate	$888,479,522	5.9219	$5,261,487	$4,998,413	$128,691
Majority Rate	$888,479,522	9.6261	$8,552,593	$8,124,963	$3,255,241

Proposed Rate

City Council may adopt any rate up to 10 mills with a two-thirds vote.
*The adopted rate using the valuation available at the time of adoption.

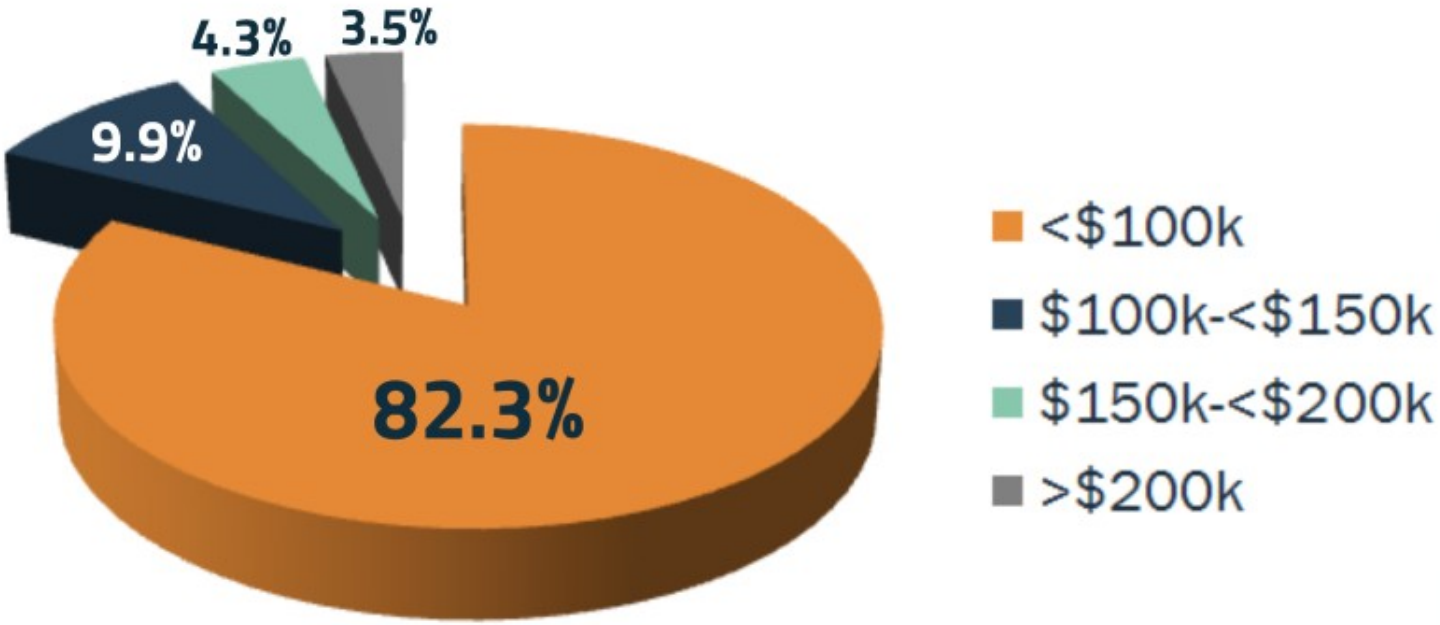
What does this mean to the single family property owner?

	Valuation	FY 2017 5.9790	*Valuation With 2.11% Increase	FY 2018 5.9790	Increase	FY 2018 Max. 10.0000
Single Family Residence	$100,000		$102,110			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$50,000	$299	$52,110	$312	$13	$521
Single Family Residence	$150,000		$152,110			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$100,000	$598	$102,110	$611	$13	$1,021
Single Family Residence	$200,000		$202,110			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$150,000	$897	$152,110	$909	$12	$1,521
Single Family Residence	$300,000		$306,330			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$250,000	$1,495	$256,330	$1,533	$38	$2,563



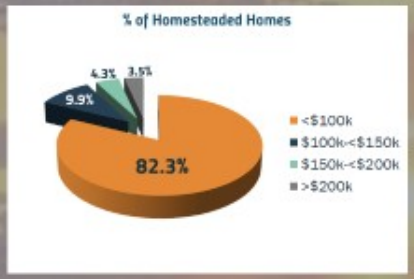
The Save Our Homes, as provided in Section 193.155(1), F.S. limits the annual increase in homestead exempt properties assessments to either 3% or the CPI change, whichever is less. ***For 2017 the CPI cap is 2.11%, even though the City overall has a 3.49% increase in value.***

% of Homesteaded Homes



What does this mean to the single family property owner?

	Valuation	FY 2017 5.9790	*Valuation With 2.11% Increase	FY 2018 5.9790	Increase	FY 2018 Max. 10.0000
Single Family Residence	$100,000		$102,110			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$50,000	$299	$52,110	$312	$13	$521
Single Family Residence	$150,000		$152,110			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$100,000	$598	$102,110	$611	$13	$1,021
Single Family Residence	$200,000		$202,110			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$150,000	$897	$152,110	$909	$12	$1,521
Single Family Residence	$300,000		$306,330			
Less: Homestead	($50,000)		($50,000)			
= Taxable Value	$250,000	$1,495	$256,330	$1,533	$38	$2,563



The Save Our Homes, as provided in Section 193.155(1), F.S. limits the annual increase in homestead exempt properties assessments to either 3% or the CPI change, whichever is less. ***For 2017 the CPI cap is 2.11%, even though the City overall has a 3.49% increase in value.***

FY2018 Comparable City Millage Rates

Ranking	City	Current	Rolled-back	Proposed
1	Palm Bay	8.4500	7.8063	8.4500
2	Satellite Beach	8.1518	7.6591	8.1518
3	Titusville	7.6575	7.1506	7.6575
4	Melbourne	7.6886	7.1878	7.1878
5	Indialantic	6.2653	5.8056	6.2653
6	Rockledge	6.2500	5.9729	6.2000
7	**Cocoa**	**5.9790**	**5.9219**	**5.9790**
8	Cocoa Beach	5.4798	5.0793	5.7298
9	Cape Canaveral	3.4600	3.3309	3.9555
10	West Melbourne	2.4633	2.2970	2.4633

Note: Ranking is established using the Proposed Rate.

FY2018 Staff Proposed Rate & 1st Public Hearing

	Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%
*Current FY 2017 Millage Rate	$858,558,414	5.9790	$5,133,321	$4,876,655
Staff Proposed FY2018 Millage Rate	$888,479,522	5.9790	$5,312,219	$5,046,608
FY2018 Revenue Difference			$178,898	$169,953

1st Public Hearing on September 5, 2017 at 5:30pm at Cocoa City Hall

*Final Valuation

Public Announcement

- The City of Cocoa is the taxing authority
- The rolled-back rate is 5.9219
- The rolled-back rate is a 0% increase
- The millage rate to be levied is 5.9790
- The millage rate of 5.9790 is a tax increase of 0.96% as a percent change of the rolled-back rate


City Council Questions and Discussion

Public Hearing



Public Comment on Adopting the Final Millage Rate of 5.9790

- **Requested Action:** Approve Resolution No. 2017-86 adopting a final millage rate of 5.9790 for the City of Cocoa for the Fiscal Year commencing on October 1, 2017 and ending on September 30, 2018.


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FY 2018 MILLAGE RATE
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Basis for FY 2018 GF Budget Analysis

- FY 2017 Amended Budget and Year-End Projections
- FY 2018 Proposed GF Budget
  - Basis of projected expenses for future fiscal years through FY 2026
- Capital Improvements Program - 5 years
- Operating Fund Balance (Reserves) - 4 months of O&M Expenditures
- Validation/Changes from Prior Year's Analysis
  - Property Values continue to rise, projection adjusted
  - Walmart DC Project & future site development timing & impacts adjusted
  - Fire Assessment - Evaluation
    - Prior Year Recommendation: 3% annual adjustments
    - Debt Service for Fire Stations - Actual $465K (vs. $425K projected)

FY 2018 Budget Development Philosophy

City remain on fiscally sustainable path!



- **FOCUS:**
  - FY17 and FY18 – Community Improvements & Infrastructure
  - FY15 and FY16 Focus – Public Safety
- Maintain/enhance current Levels of Service provided to citizens and businesses
- Maintain/Control Expenditure Levels
- Enhance and Diversify Revenue Base
- Maintain employee benefits at reasonable levels
- Fulfill City's commitment of Collective Bargaining Contracts with IAFF, LIUNA & PBA (3% salary increase)

FY2018 GF Fiscal Sustainability Model

Schedule 1 - General Fund Control Panel — City of Cocoa - FY 2017 General Fund Sustainability Analysis

SAVE CALC

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Millage Rate	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790
Total Property Value Adjustment	5.5%	3.0%	4.0%	11.9%	4.0%	3.0%	3.0%	4.3%	4.3%	5.5%	3.0%
Cash Flow Surplus/(Deficit) $M	($7.1)	($5.1)	($9.2)	($1.2)	$0.2	$2.1	$2.1	$1.7	$2.3	$2.4	$2.4
Reserve Target Surplus/(Deficit) $M	$15.2	$11.1	$1.6	$0.0	($0.0)	$1.8	$3.5	$4.9	$6.8	$8.9	$10.9
End of Year Fund Balance $M	$25.7	$20.6	$11.4	$10.1	$10.4	$12.5	$14.6	$16.2	$18.5	$20.9	$23.3
Reserve Balance % of Expenses	80%	72%	38%	33.1%	32.9%	38%	44%	47%	52%	57%	62%
Min. Reserve Target % of Exp	33%	33%	33%	33%	33%	33%	33%	33%	33%	33%	33%
What if - Revenues $M	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
What if - Expenses $M	$2.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FTE Additions	0	0	0	1	0	0	0	0	0	0	0
Total Capital Outlay $M	$3.29	$7.35	$11.79	$4.56	$3.08	$1.22	$1.20	$1.20	$1.20	$1.20	$1.20
Additional CIP Capital Outlay $M	$0.00	$4.60	$10.00	$3.50	$2.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Non-CIP Capital Outlay $M	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Additional O&M $M	$0.00	$0.00	$0.20	$0.30	$0.31	$0.32	$0.32	$0.33	$0.34	$0.35	$0.36
Fire Assessment Revenue $M	$2.00	$2.09	$2.16	$2.22	$2.29	$2.36	$2.43	$2.50	$2.58	$2.65	$2.73
Residential Assessment (per DU)	$193.57	$203.25	$209.35	$215.63	$222.10	$228.76	$235.62	$242.69	$249.97	$257.47	$265.19

PST?	FY 2018
Per FTE:	$80,000
Total Addl CIP	$20.1
CIP %	80%
Escalator	3.0%
FY18 Esc	5.0%

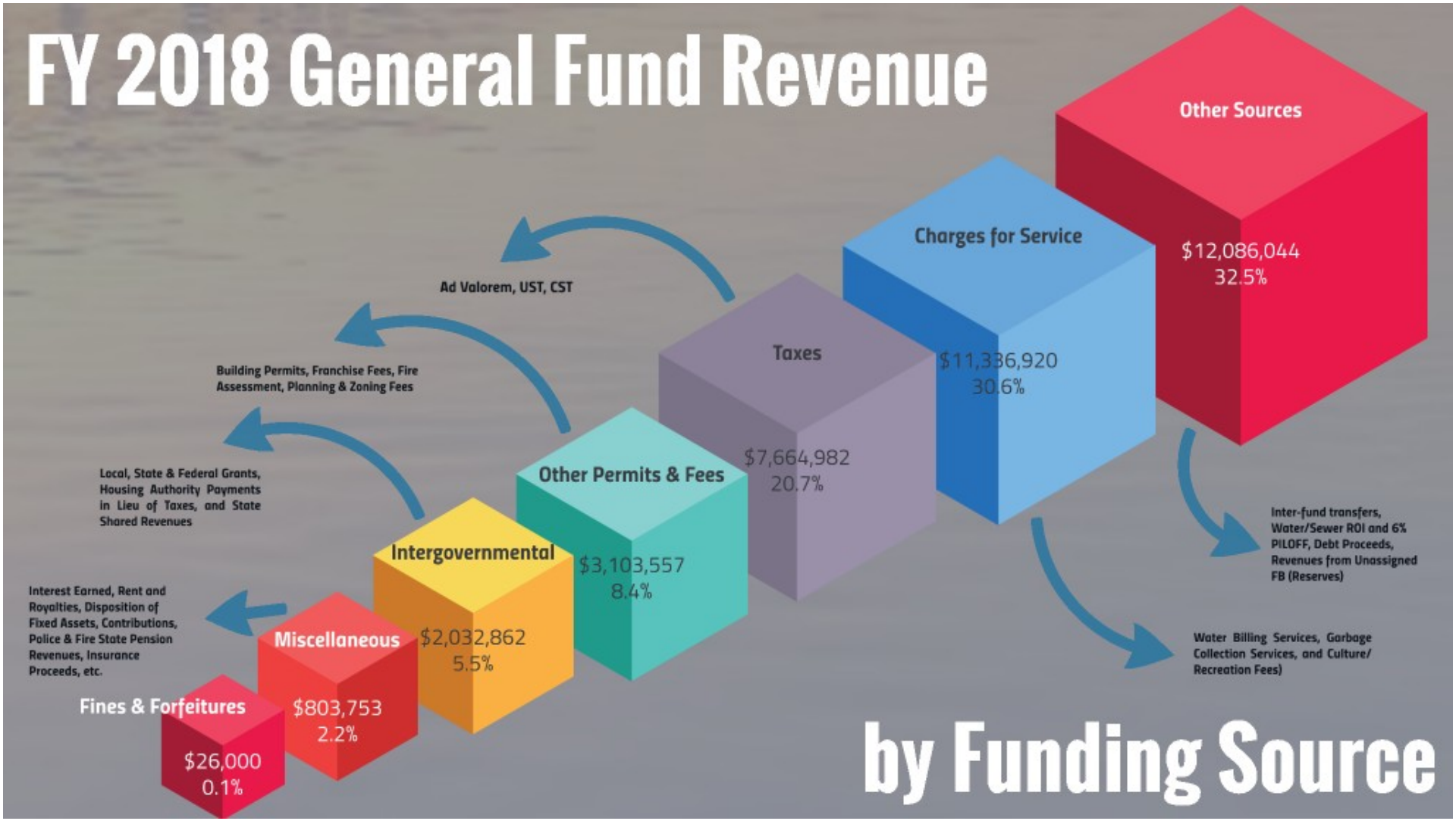


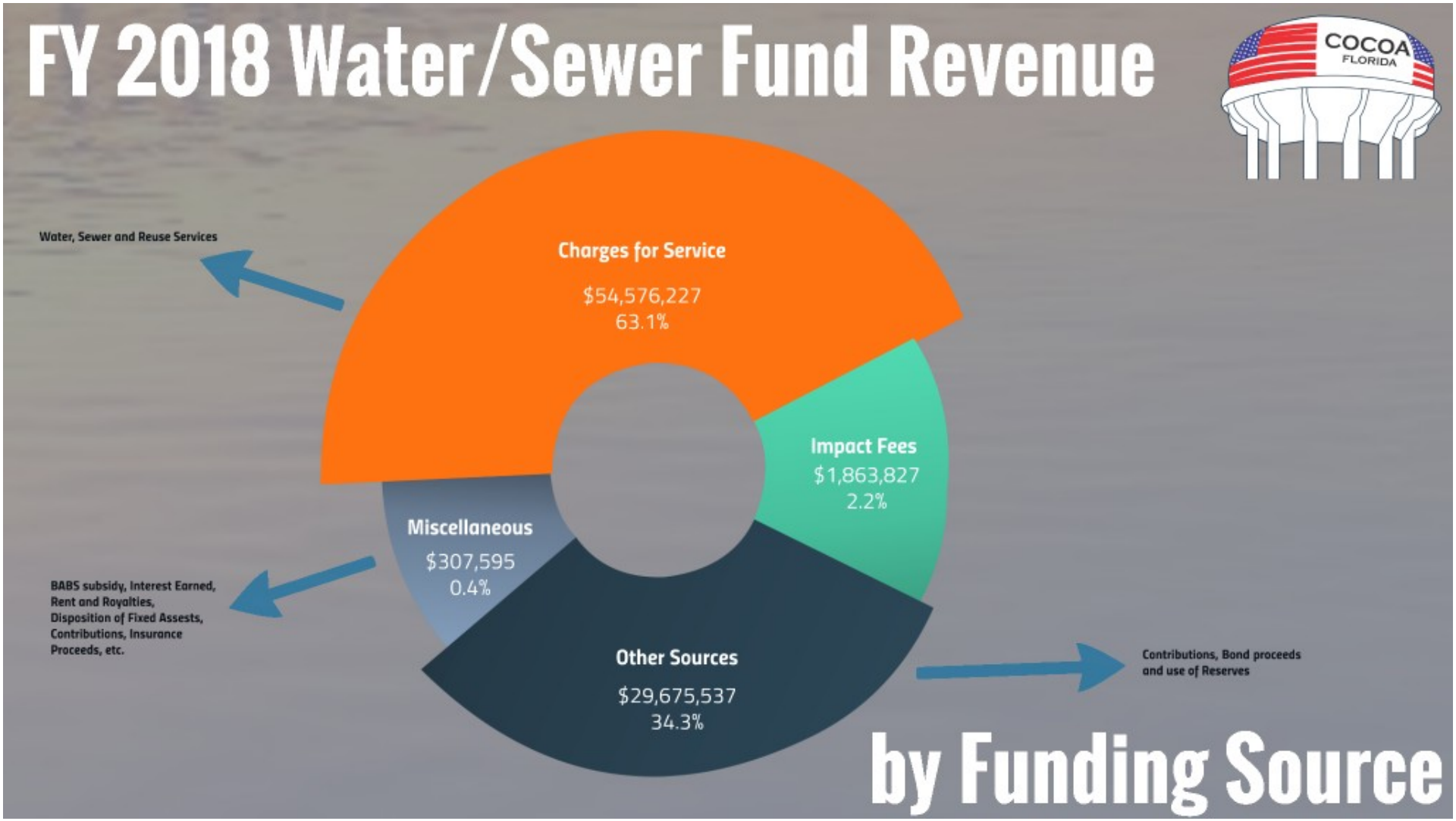


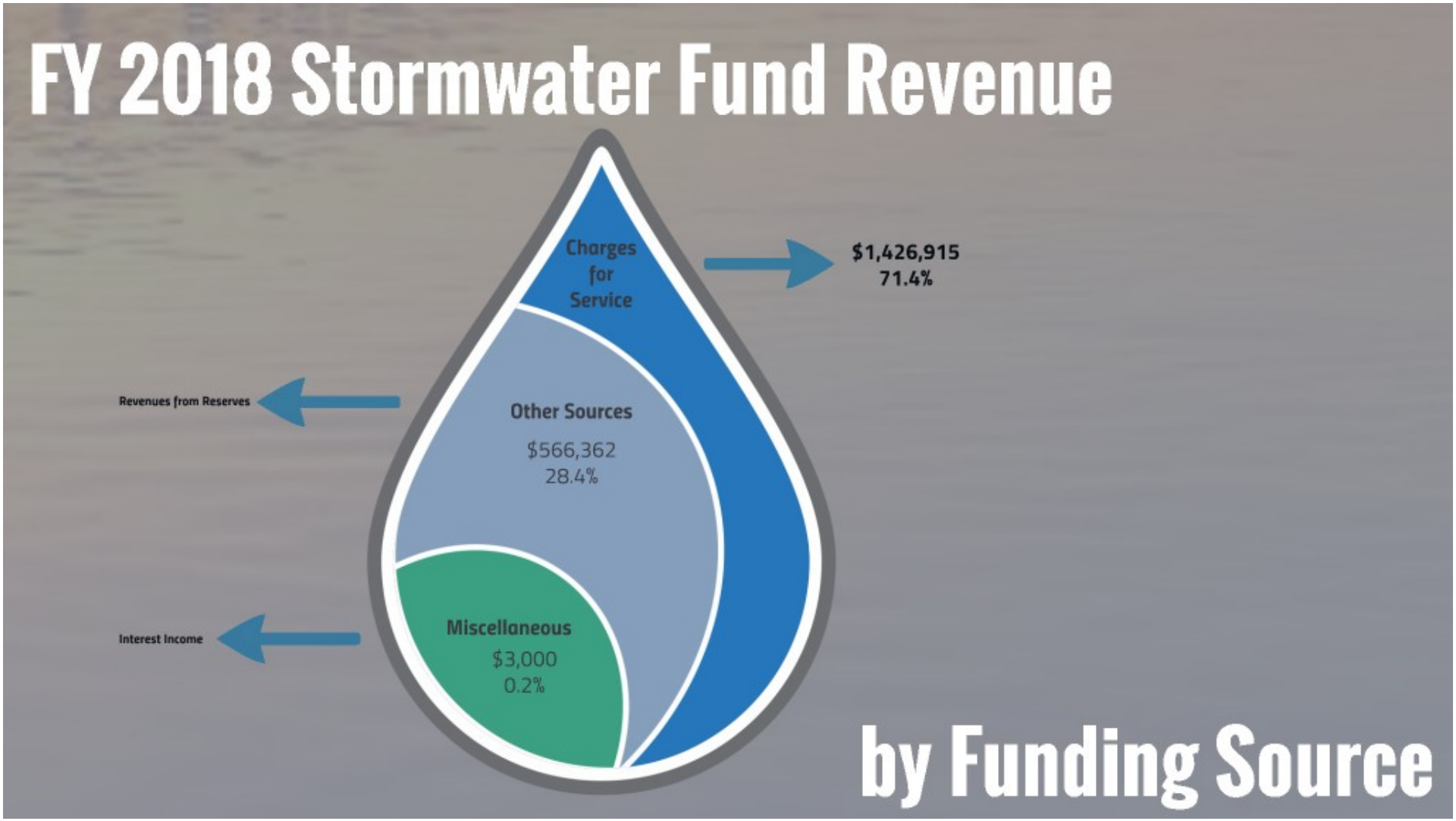
General Fund FY2018 Recommendations

- **Maintain millage rate** at 5.9790 mills
- **Adopt water utility Public Service Tax** at 10% (*in lieu of millage increase*)
  - Planned during FY2015 Budget Workshops
  - Achieves revenue diversification
  - Reduces reliance on volatility of property values
  - Prevents shift of tax burden to higher valued properties
  - Promotes equity and fairness among consumers of municipal services
  - Provides greater assurity to rating agencies (stability)
- **Adopt Fire Assessment Rates** with a 5% adjustment
  - Return to projected 3% annual adjustment in FY2019


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FLORIDA
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FY 2018 General Fund Revenue
Other Sources
$12,086,044
32.5%
Charges for Service
$11,336,920
30.6%
Taxes
$7,664,982
20.7%
Other Permits & Fees
$3,103,557
8.4%
Intergovernmental
$2,032,862
5.5%
Miscellaneous
$803,753
2.2%
Fines & Forfeitures
$26,000
0.1%
Ad Valorem, UST, CST
Building Permits, Franchise Fees, Fire Assessment, Planning & Zoning Fees
Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues
Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues, Insurance Proceeds, etc.
Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves)
Water Billing Services, Garbage Collection Services, and Culture/ Recreation Fees)
by Funding Source


FY 2018 Water/Sewer Fund Revenue
COCOA
FLORIDA
Water, Sewer and Reuse Services
Charges for Service
$54,576,227
63.1%
Impact Fees
$1,863,827
2.2%
Miscellaneous
$307,595
0.4%
BABS subsidy, Interest Earned, Rent and Royalties, Disposition of Fixed Assests, Contributions, Insurance Proceeds, etc.
Other Sources
$29,675,537
34.3%
Contributions, Bond proceeds and use of Reserves
by Funding Source


FY 2018 Stormwater Fund Revenue
Charges for Service
$1,426,915
71.4%
Revenues from Reserves
Other Sources
$566,362
28.4%
Interest Income
Miscellaneous
$3,000
0.2%
by Funding Source


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FY 2018 Expenditure Drivers...



- **Salaries** - 3%
- **Insurance**
  - Health - 5%
  - Workers Compensation - 8%
  - General Liability - 10%
  - Property Liability - 5%
  - Automobile - 15%
- **Pension**
  - Public Safety - Police 28% and Fire 4%
  - Florida Retirement System - 0.5 - 1%
- **Fire Stations Debt Service**
  - Projected $425,000 p/yr Actual: +/- $465,000 p/yr

FY18 Proposed Budget vs. FY17 Amended Budget by Fund



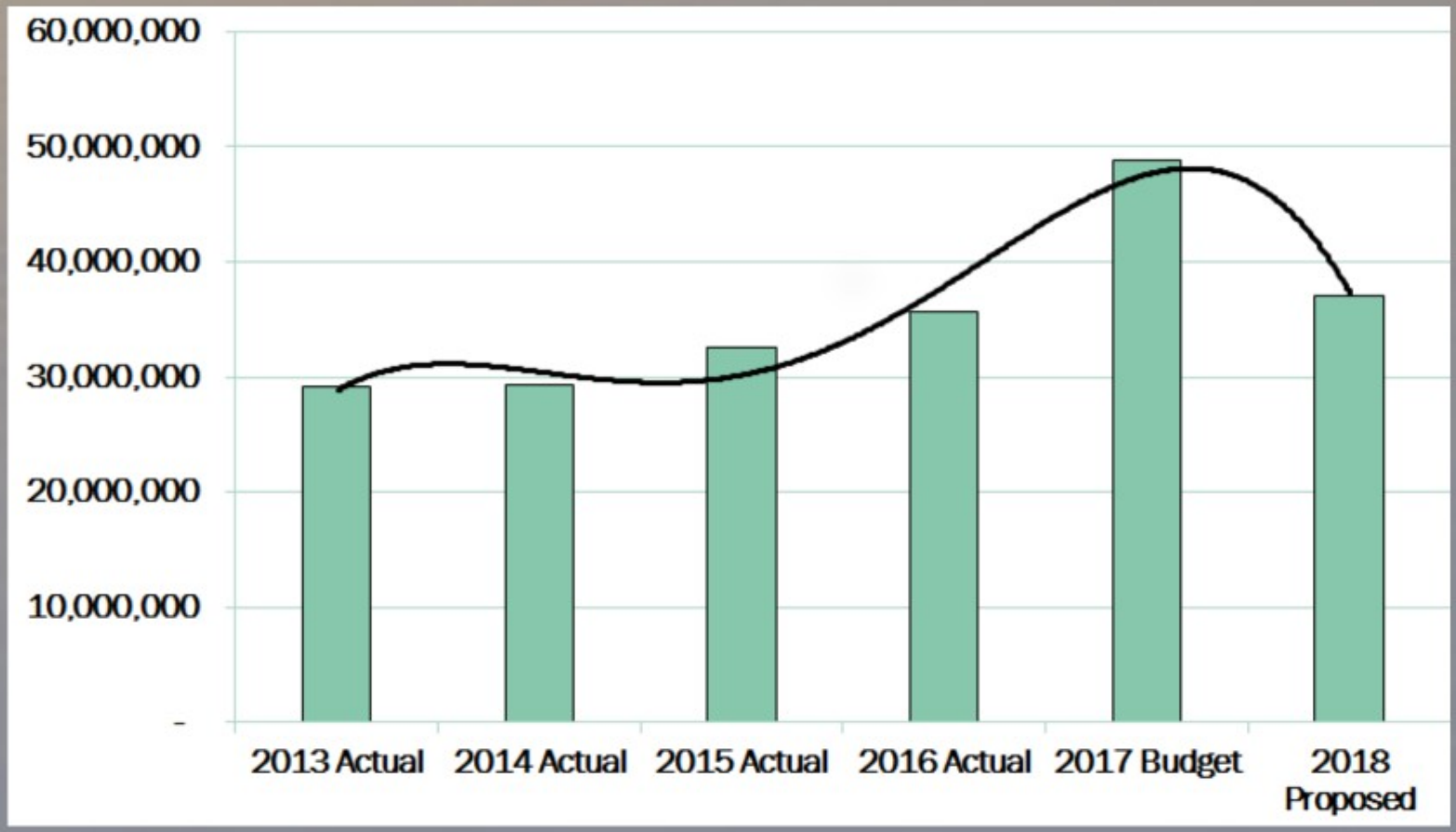
FUND	FY 2018 PROPOSED	FY 2017 AMENDED	% VARIANCE	% of FY 2018 Budget
General Fund	$37,054,118	$48,799,656	(24.1%)	24.3%
G.F. Debt Service Fund	$1,752,619	$1,759,708	(0.4%)	1.2%
G.F. Capital Projects Fund	$5,740,938	$8,701,932	(34.0%)	3.8%
Special Revenue Funds	$2,880,862	$3,015,574	(4.5%)	1.9%
Water/Sewer Fund	$86,423,186	$83,124,425	4.0%	57.0%
Water/Sewer Debt Service Fund	$8,664,686	$8,999,761	(3.7%)	5.7%
Self Insurance	$7,229,229	$6,006,545	20.4%	4.8%
StormWater Fund	$1,996,277	$3,088,652	(35.4%)	1.3%
TOTAL	**$151,741,915**	**$163,496,253**	**(7.2%)**	**100%**

*FY 2017 Amended Budget as of 8/22/2017

FY18 Proposed Budget vs. FY17 Amended Budget by Department

GENERAL FUND DEPT.	FY 2018 PROPOSED	FY 2017 AMENDED	% VARIANCE	% OF BUDGET
City Council	$114,569	$113,209	1.2%	0.3%
City Manager Office	$2,610,402	$2,754,698	(5.2%)	7.0%
Finance	$2,803,087	$2,740,038	2.3%	7.6%
General Operations	$3,539,343	$14,188,007	(75.1%)	9.6%
Administrative Services	$724,395	$721,342	0.4%	2.0%
Police	$9,293,352	$9,084,343	2.3%	25.1%
Fire	$5,944,415	$5,847,918	1.7%	16.0%
Community Services	$2,857,528	$3,418,597	(16.4%)	7.7%
Public Works	$9,167,027	$9,931,504	(7.7%)	24.7%
TOTAL	**$37,054,118**	**$48,799,656**	**(24.1%)**	**100%**

General Fund Expenditure Trends



FY 2018 Water/Sewer Fund Proposed Budget vs. FY 2017 Amended Budget by Division

WATER/SEWER FUND BY DIVISION	FY 2018 PROPOSED	FY 2017 AMENDED	% VARIANCE	% W/S BUDGET
Field Services	$1,773,814	$1,939,712	(8.6%)	2.1%
Water Admin. (Lab)	$27,653,341	$26,628,755	3.8%	32.0%
Dyal Plant Operations	$14,668,703	$11,452,370	28.1%	17.0%
WFO/Water Collections	$8,627,105	$9,357,164	(7.8%)	10.0%
Engineering	$25,218,857	$23,804,109	5.9%	29.1%
Sellers Plant Operations	$5,974,517	$6,414,367	(6.9%)	6.9%
WFO/ Waste Water Collections	$2,506,849	$3,527,948	(28.4%)	2.9%
TOTAL	**$86,423,186**	**$83,124,425**	**4.0%**	**100%**


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FY 2018 Proposed General Fund Capital Budget



	BUILDING	INFRASTRUCTURE	MACHINERY & EQUIPMENT	JAG Grant	IT Hardware	TOTALS
City Manager (Information Technology)	$0	$0	$28,000	$0	$65,000	$93,000
Finance	$0	$0	$1,534	$0	$0	$1,534
Police	$0	$0	$8,545	$23,464	$54,400	$86,409
Fire	$0	$0	$76,600	$0	$28,422	$105,022
Public Works	$175,000	$2,806,607	$164,009	$0	$0	$3,145,616
TOTALS	**$175,000**	**$2,806,607**	**$278,688**	**$23,464**	**$147,822**	**$3,431,581**

FY 2018 Proposed Water/Sewer Capital Budget

	Building	INFRASTRUCTURE	MACHINERY & EQUIPMENT	IT Hardware	SOFTWARE	TOTALS
Field Services	$0	$0	$160,300	$91,090	$0	$251,390
Dyal Plant	$0	$2,686,000	$150,600	$0	$0	$2,836,600
WFO/Water Collections	$0	$0	$332,548	$14,000	$0	$346,548
Engineering	$0	$23,333,620	$0	$0	$530,000	$23,863,620
Sellers Plant	$65,000	$3,195,000	$145,830	$6,000	$0	$3,411,830
WFO/Waste Water Collections	$0	$400,000	$6,500	$4,500	$0	$411,000
TOTALS	**$65,000**	**$29,614,620**	**$795,778**	**$115,590**	**$530,000**	**$31,120,988**

FY 2018 Proposed Capital Budget
Other Funds

	BUILDING	INFRASTRUCTURE	MACHINERY & EQUIPMENT	TOTALS
Cocoa CRA	$0	$919,000	$0	$919,000
Diamond Square CRA	$0	$80,000	$0	$80,000
Capital Projects Fund	$5,011,699	$50,000	$214,165	$5,275,864
Stormwater Fund	$0	$760,414	$151,064	$911,478
TOTALS	**$5,011,699**	**$1,809,414**	**$365,229**	**$7,186,342**


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FISCAL YEAR 2018
September 25, 2017


QUESTIONS & DISCUSSION

Public Hearing



Public Comment on 2nd Public Hearing for FY2018 Proposed Budget and CIP

- **Requested Action:** Approve Resolution No. 2017-87 adopting a final budget and CIP for the City of Cocoa for the Fiscal Year commencing on October 1, 2017 and ending on September 30, 2018.


AGENDA
GENERAL FUND
FY 2018 MILLAGE RATE
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What's Next?



- Publication of the Fiscal Year 2018 Adopted Budget and CIP displayed on the City's website.
- Publication of the Fiscal Year 2018 Annual Budget Document.
- Publication of the Fiscal Year 2018 Budget at a Glance Pamphlet for public distribution.


AGENDA
COCOA
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FY 2018 MILLAGE RATE
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FISCAL YEAR 2018
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Legislation Details (With Text)

File #:	17-443	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	10/5/2017			**In control:**	City Council
On agenda:	10/24/2017			**Final action:**	
Title:	Approve the Minutes for the Regular City Council Meeting of September 26, 2017, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-26-17 Minutes.pdf 09-26-17 Exhibit A-School to School Exchange 2017.pdf 09-26-17 Exhibit B-Council Meeting Brief 9.26.17 (2).pdf 09-26-17 Exhibit B- continued.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 5, 2017
Agenda Date: October 24, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular City Council Meeting of September 26, 2017, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:
Approve the Minutes for the Regular City Council Meeting of September 26, 2017, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

September 26, 2017

A Regular City Council meeting was held on Tuesday, September 26, 2017, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:05 p.m.

Councilman Whipple provided the invocation and Deputy Mayor Boisvert led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Karen Hamilton, Community Services Director; Jonathan Lamm, Deputy Fire Chief; Michael Cantaloupe, Chief of Police; Ed Wegerif, Public Works Director; Teri Butler, Finance Director; Jason McCuen, Helpdesk Support Tech; and Chris Collier, WFO Manager.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of September 12, 2017 (17-411)
2. Minutes: (a) Regular Meeting of August 8, 2017 (17-373)
   (b) Budget/CIP Workshop of August 9, 2017 (17-394)

The Agenda was amended to remove Items III.1 & III.3 under Awards and Presentations and to add Item VIII.9 under Multi-Year contacts.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the Agenda as amended for the Regular meeting of September 26, 2017 and the Minutes for the Regular meeting of August 8, 2017 and the Budget/CIP Workshop of August 9, 2017 were approved as written.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Cocoa Employee Service Award Presentation. (17-347). (Administrative Services Director)

This item was moved to the October 10, 2017 meeting.

2. Sister City Presentation. (17-399). (Kathy Mardirosian)

Kathy Mardirosian, representing the Sister City provided a presentation[1] updating Cocoa about the Sister City. She noted that a delegation was sent from Cocoa and Brevard County last year and over the summer a delegation from Israel came to Florida. She spoke in depth about the School to School Exchange Program and explained the program “Saxophones Come Back for a Visit”.

She advised that saxophones were given to kids in Beit Shemesh and they were all blown away at the progress they have made in learning to play. The delegation stayed for about a week and stayed in local homes. The saxophonists played in several concerts while here, one of which was at the Kennedy Space Center. It was a great experience and all of the kids are planning to visit each other in the future. Great things are happening with the Sister City.

Council thanked Ms. Mardirosian for the information.

[1] EXHIBIT A: Sister City Program Presentation

3. Proclamation: “National Physician Assistants Week”. (17-417). (Mayor Parrish)

This item was moved to the October 10, 2017 meeting.

IV. DELEGATIONS:

Brad Whitmore, 351 Rockledge Drive, Cocoa, spoke in detail about the damage to the waterfront after Hurricane Irma. He stressed the importance of getting paperwork turned in for grants and pointed out that there is a FIND hurricane rebuild fund. Additionally, FWC is working with the US Coast Guard to assess vessels that are a risk or potential risk to the environment. It is a setback for now but will grow in the future.

He further noted that a mooring field is desirable and he recently attended a trade conference and learned of new technology that might be of help. He looked forward to the future and advised that now more than ever we have a chance to make this a boating destination that will attract many to the Village. He further advised that the First Annual Sun Cruisers Seminar is December 2nd and will run concurrently with the Sail to the Sun Rally. This will be hosted at the Cocoa Civic Center.

Mayor Parrish assured Mr. Whitmore that they were bouncing ideas back and forth and asked him about FWC’s system for marking boats. Discussion was held regarding FWC and the future of the waterfront.

Councilman Whipple asked how this impacted the Riverfront Development Plan and if this would change the plan.

City Manager Titkanich agreed with Mr. Whitmore that this was a chance to step back and look at what could be done. The Assistant City Manager has been in contact with FWC and with Senator Mayfield’s office.

Mayor Parrish advised this was not something new and that the T-dock at Lee Wenner has been damaged at least four times. He spoke of the requirements of the grant and stressed his frustration.

Councilman Whipple receives phone calls from residents at Whitley Bay and wants to make sure that there is inclusion with them so that input can be given before any decisions are made. They have formed the Cocoa Village

Neighborhood Coalition. In response, Mr. Whitmore advised that he was aware of them and they seem like a good group.

Assistant City Manager Fuhrer spoke with FDEP about money issues but pointed out that the issue right now is the clean-up. An emergency contractor would be here on Monday to clean up surface debris. He was waiting to hear back from the contractor to see if they could remove the other debris and the boats. The boardwalk was assessed as a total loss.

Mr. Whitmore agreed that it would be nice if they could get the debris and boats at the same time.

V. CONSENT AGENDA:

1. Approve Task Order 2017-05.1 with Anderson Diving, Inc., Jacksonville, Florida, for Subaqueous Pipeline Protection Repair and Stabilization of 36" PCCP Water Main along SR-520, Project No. WS1201; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an amount Not to Exceed $43,866; Pending Approval of the FY18 Budget. (17-309). (Utilities Director)

2. Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for Fiscal Year 2018, pending the final approval of the City of Cocoa Fiscal Year 2018 budget. (17-367). (Chief of Police)

3. Approve a one year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2017 through September 30, 2018 with an estimated premium of $746,897, pending approval of the FY2018 budget. (17-381). (Administrative Services Director)

4. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Cal Flo Liquid Lime from Burnett Lime Co. Inc., Campobello, South Carolina; To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of 1986N Superfloc from Industrial Chemicals Inc., Dallas, Texas; To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of LT27 from Fort Bend Services Inc, Stafford, Texas; Pending the Approval of the FY2018 Budget. (17-384). (Utilities Director)

5. Approve expenses for electric services budgeted in FY2018 and authorize the City Manager to approve the monthly invoices. (17-386). (Finance Director)

6. Approve a two year policy for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2017 through September 30, 2019, with an estimated annual premium of $145,937,

pending approval of the FY2018 budget. (17-389). (Administrative Services Director)

7. Approve a Municipal Service Agreement with Greater Cocoa Community Partnership, Inc. (Cocoa Main Street) for traffic signal box wrap services and to approve a resolution adjusting the FY 2017 budget; Authorize the City Manager to finalize and execute the Agreement. (17-397). (City Manager)

8. Authorize payment to Superion, LLC. (formerly SunGard Public Sector) for ASP services provided from March 1, 2017 through September 30, 2017 in the amount of $148,774.50. (17-420). (Assistant City Manager)

9. Approve a Resolution declaring the real property located at 434 Barbara Jenkins Street unnecessary for its public purpose related to a conveyance of this real property to North Brevard Charities Sharing Center, Inc. in accordance with previously approved agreements by the City Council. (17-423). (City Attorney)

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Ordinance No. 08-2017/ 2nd & Final Reading: Amending the Future Land Use Map designation of the subject property from Low Density Residential to Medium Density Residential and Conservation and a Development Agreement related to the subject property. (17-288). (Community Services Director)

2. Ordinance No. 09-2017/ 2nd & Final Reading: Amending the zoning designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential). (17-289). (Community Services Director)

City Attorney Garganese advised that this item, Ordinance No. 08-2017 and the next item, Ordinance No. 09-2017 will both be tabled until the October 10, 2017 Regular City Council meeting.

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to Table the public hearings for Ordinance No. 08-2017 & 09-2017 until the October 10, 2017 Regular City Council meeting.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

1. Consider the reappointment of Mr. Stephen R. Harrell as a member of the General Employees' Pension Board through September 30, 2020. (17-383). (Administrative Services Director)

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to approve the Reappointment of Mr. Stephen R. Harrell as a member of the General Employees' Pension Board through September 30, 2020.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consider an application for appointment of Ms. Sharon Cahill-Ervin to fulfill a vacancy on the Planning and Zoning Board through November 2017. (17-392). (Administrative Services Director)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to approve the Appointment of Ms. Sharon Cahill-Ervin the Planning and Zoning Board through November 2017.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Approve a Budget Resolution adjusting the Fiscal Year 2017 budget in account 001-1600-513.49-00 Other Charges and Obligations to cover additional general and auto insurance liability deductible charges. (17-378). (Administrative Services Director)

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve a Municipal Services Agreement with Children's Home Society of Florida, Inc., to provide a Parent Engagement and Community Outreach Coordinator and Community Resource Center for the Community School at Endeavour Elementary. (17-400). (City Manager)

Assistant City Manager Fuhrer presented the item and noted that in the prior budget cycle the City was approved by the community school for support for these items. This item will be for the current school year with no additional funding. He explained the two components of the item in detail.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

3 Approve a Resolution providing for a temporary waiver of building permit fees related to building or structural damage caused by Hurricane Irma. (17-415). (Community Services Director).

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approval for the City to apply for two African American Civil Rights History Grants through the National Park Service (NPS) FY2017 African American Civil Rights Grant Program. The first grant is a non-matching grant to fund the research necessary to place the building on the NPS National Registry for Historic Sites and provide educational information for the Leon and Jewel Collins Museum of African American History and Culture at The Harry T. Moore Center. The second grant is a non-matching grant to fund the next phase of the renovation to replace the windows and doors with more historic windows and doors for the Leon and Jewel Collins Museum of African American History and Culture at The Harry T. Moore Center. Each grant is for $200,000 and requires no match. (17-416). (Public Works Director)

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

5. Award Bid # B-18-03-COC, Tropichem Enterprises, Palm Beach Gardens, FL; To Approve the First Amendment to Purchase Agreement with Allied Universal Corp., Miami, Florida for Bid #B-17-04-COC; To Approve the First Amendment to Purchase Agreement with Cheney Lime & Cement Co., Jacksonville, Florida for Bid #B-16-19-COC; To Approve the First Amendment of Purchase Agreement with Harcros Chemicals, Inc., Tampa, Florida for Bid #B-16-19-COC; To Approve the First Amendment to Purchase Agreement with Kemira Water Solutions, Inc., Lawrence, Kansas for Bid #B-16-19-COC; To Approve First Amendment to Purchase Agreement with Tanner Industries, Inc, Southhampton, Pennsylvania for Bid #B-16-19-COC; and to Approve Participation in a Cooperative Purchase Agreement with Airgas USA LLC, South Region, Lawrenceville, Georgia, utilizing the City of Melbourne, Agreement 03-053-0-2016/KS, beginning 06/16/17 through 6/15/18, for the purchase of Liquid Oxygen, for Bid #B-16-19-COC. (17-333). (Utilities Director)

   Mr. Walsh advised that this item would cover all of the chemicals at the plant for the next fiscal year.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Approve Change Order #1 to Purchase Order 70575 - Task Order 2017-20 “Gravity Sewer Repairs” with Maxwell Contracting, Inc.; To Approve Change Order #2 to Purchase Order 70575 - Task Order 2017-20 “Gravity Sewer Repairs” with Maxwell Contracting, Inc.; To Approve as a Multi-Year Contract from FY2017 to FY2018; Pending Approval of the FY2018 Budget. (17-374). (Utilities Director)

Mr. Walsh presented the item and explained the two actions being approved.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

7. Consider the approval of a multi-year contract for Quote # DK2018-01, Pest Control Services, to Florida Pest Control and Chemical Company, Orlando, FL for monthly pest control services to City buildings. The contract service begins October 1, 2017 and ends on September 30, 2020, with two additional 12 month extensions, for a total of five (5) years (FY2018, FY2019, FY2020, FY2021 and FY2022), pending approval of the FY2018 Budget and four additional fiscal years. (17-380). (Public Works Director)

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

8. Approve Addendum to the Bilateral Modification extending the term of the Continuing Services Agreement (CSA) with Bussen-Mayer Engineering Group, Inc. and Mead & Hunt, Inc. for all necessary tasks associated with Engineering Services for Design, Permitting and Services during Construction of the Utility Conveyance System Upgrades & Expansion projects approved by City Council on July 11, 2017. (17-398). (Utilities Director)

Mr. Walsh advised that this item had been previously approved but they added more information and clarity, along with the work that is remaining on the project.

Councilman Whipple questioned the addendum on Table 1.

Mr. Walsh provided numbers and explained the task orders that have already been issued and approved.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

9. Approve the Services of Logan Diving & Salvage, Jacksonville, Florida, to perform Emergency Assessments and Repairs to all Subaqueous Pipes in the City of Cocoa System to include S.R. 520, S.R. 528, and S.R. 401, Project No. WS1201; To Approve as a Multi-Year Contract from FY2017 through FY2018; To Approve a Resolution Amending FY2017 Budget; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in the Amount of $20,000. (17-426). (Utilities Director)

Mr. Walsh spoke about this item advising that it was in regards to what has been happening over the last two weeks or so. City Manager Titkanich declared an emergency condition so that work could begin. More money may be needed, and that is why they are asking for $200,000. Additionally, they have issued task orders for these companies due to proximity and the availability of resources.

Councilman Whipple supported their efforts 100% and was aware that this is an emergency situation. A lot of work was being done by the Utilities division, including the water plan.

Mr. Walsh explained what each company was responsible for during the repairs. He does not anticipate that there will be any power issues but was asking for discretion from the City Manager for anything related to this item.

Councilman Whipple thanked him and appreciated all of the information. The unknown is the unknown and they have to have the financial backing.

Mayor Parrish agreed.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. INFORMATIONAL AGENDA:

1. Fire Incident Summary Report for August, 2017. (17-401). (Fire Chief)

2. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 08/31/2017. (17-402). (Finance Director)

3. Cocoa Police Department District Event Statistics for May, June, and July 2017. (17-403). (Chief of Police)

4. FY 2017 Budget Adjustment Report. (17-412). (Finance Director)

5. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (17-413). (Finance Director)

6. Estimated and Actual Income and Expenses to date. (17-414). (Finance Director)

X. REPORTS:

Mr. Wegerif mentioned that his staff has been busy cleaning up during this hurricane recovery period. They have cleaned over 500 feet of storm drains, replaced stop signs, street signs, tree debris, fixed the road where it was washed out on Indian River Drive and Dixon, and removed large trees. He appreciates the resident's patience on Oak Street while trees were being removed. Additionally, Public Works staff assisted Utilities with tree removals around water main breaks. This is a huge issue with these big oaks and can expect more with future hurricanes.

Mayor Parrish stated that he stopped in at Travis Hardware and the flooding went into the store. He feels that some of the draining pipe issues contributed to the flooding issue.

Chief Cantaloupe reminded everyone that on Tuesday, October 3, 2017 is National Night Out. There will be two locations, Juny Rios Martinez Park and at the corner of Blake and Stone Street in the Diamond Square area.
He further reminded everyone of Coffee with a Cop on Wednesday, October 4, 2017 from 8 a.m. – 9 a.m. at the new Flying J store on S.R. 524.

Ms. Hamilton thanked all of the members of the Community Services team for their contributions during the hurricane. All of their help made the damage assessments easier to complete. She noted that Code and the Building departments assessed over 600 properties. Damage was around $3 million. Economic Development also went to businesses to check on them. Leisure Services provided a comfort station at the Civic Center for those who needed to charge their phones or just needed to cool off.

Lastly, she advised that she met with UCF grad students who would be doing a study of the Fiske Corridor. She explained what they would be doing and the plan to get them acquainted with the City.

Mr. Walsh read a statement regarding the Utilities Department into the record as follows and provided photos[2] of the Utility crews working during and after the storm:

"Hurricane Irma created significant damage for the Cocoa Utilities Systems. Two major pieces of infrastructures were affected and as a result impacted our customers. Overall, the utility received over 176 calls for water service/breaks and of those calls, 41 were water main break repairs. Irma hit on Monday, by Friday afternoon, field operations had responded to all breaks and requests and the only outstanding calls were areas where power or trees prevented crews from making the final repairs.

As most everyone knows by now, the transmission main under SR 520 failed at approximately 0430AM on Monday, September 11th during the hurricane which created a system wide loss of water and water pressure and a system wide boil water notice was issued for all users. City crews moved quickly into response mode. By Tuesday evening the mainland and north Merritt Island and North Cape Canaveral had water pressure back. And by Wednesday night, the entire system was pressurized and large breaks were identified at SR 520 Indian River and SR 520 and the Banana River. Over the course of the next two days, boil water notices were rescinded in the same phasing the water was restored.

In a matter of 60 hours, the Cocoa water system was back in pressure and crews were responding to breaks and making repairs. A solid plan was prepared and executed in a methodical and systematic fashion to restore pressure and water in segments. The reason for this was the location and number of breaks contributing to the loss of system pressure were not known. A grid was set up and crews were out spotting and searching

[2] EXHIBIT B: Statement from Jack Walsh & Hurricane Irma photos

for breaks along with other agencies within the Cocoa system assisting in their respective jurisdictional areas to locate breaks. Originally reported as two breaks, the break reported in the Banana River has been ruled out as a break and normal operations has resumed along the east end of SR 520.

Once we suspected there was an underwater break, Logan Diving, a preapproved contractor for the City of Cocoa, immediately mobilized and began assessing the damage and identifying the beaks and issues. The results from their dives has revealed that significant undermining of the transmission main created the break at the SR 520 and the Indian River Lagoon. In addition, there are several other locations where partial undermining has occurred and will need to be shored up and protected for the future.

Logan Diving will be inspecting all subaqueous crossings and ensuring that all needed shoring and pipe protections are installed as necessary over the next few weeks. This will ensure the water system is protected now and in the future.

As of today, all the broken pipe at the Indian River crossing has been removed and the new pipe and repair materials were delivered today to begin pipe repair work. We anticipate that within the next week, the repairs to the SR 520 break will be complete and placed back into operation.

The second infrastructure problem is related to the transmission line that runs over Sykes Creek on the Brevard County bridge. Although there is no issue with the water main, the bridge was inspected after the hurricane and the bridge supports that extend into Sykes Creek were scoured by high velocity water. Brevard County has closed the bridge indefinitely while a repair plan is developed and executed. Brevard County and others have reviewed the data collected and determined that as long as traffic stays off the bridge, the bridge is stable. The County and the City of Cocoa continue to monitor the bridge and the Cocoa water line.

There has been much discussion on social media and citizens may have some concerns over the continued availability of potable water. If a catastrophic failure were to occur today, the Cocoa water system would still be able to provide water to all of its customers. However, under this failed condition, some operations at the Cape Canaveral Port Authority would need to be curtailed to ensure everyone in the system could maintain the appropriate water pressure.

If the Sykes Creek crossing were to have a problem <u>after</u> we complete the SR 520, then the Cocoa Utilities System will be able to function normally and all facilities including the Cape Canaveral Port Authority can function normally. This was concluded after detailed analysis of the hydraulics of the system using a digital hydraulic modelling software.

To that end, the Cocoa Engineering and Operations staff have been hard at work preparing contingency plans in the event that the Sykes Creek crossing would need to be replaced or rebuilt. Our goal is to be ready to execute the plan when called upon. The plan includes a layout of the new water main, materials, connection points and other details pertinent to completing the repair or replacement of the crossing.

In closing, for the first time in the history of the utilities system to my knowledge, we had a system wide water failure creating a system wide boil water notice but I believe and know that our response was well planned, methodical and well executed and wasted no time in getting citizens' back in water as soon as possible. I credit the entire utilities staff, mangers, support staff, plant operators, mechanics, engineers, and the hard working crews in the field for both the water system and the sewer who tirelessly and unselfishly worked many hours on behalf of our customers. They put the customers of this utility system first and got the job done and I know they would do again without hesitation if and when the need arises. I am extremely proud of their performance and proud to be their Director and leader of such an amazing group of people."

He also provided a slide show of various photos of the Utility crews working during the storm.

Mayor Parrish believed that he and his staff did a great job. He is aware that it is not over but they did a great job.

Mr. Walsh thanked him and pointed out that he met with the County staff and the meeting was about the bridge. They are working towards an RFQ. They want to move swiftly and have an abbreviated bid period. There is FEMA and funding available which will offset the funds.

Mayor Parrish thought this was good news.

Assistant City Manager Fuhrer spoke about the course of the recent hurricane and realized that working in local government is the essence of public service. Everyone supported each other and he is proud to be a part of Team Cocoa. He is proud of the citizens also, who took the effort to help prepare for themselves and to help each other. He is proud to be here and proud to serve.

City Manager Titkanich thanked and acknowledged all of the employees who helped and responded to assess all things. He thanked the Public Safety officers, Public Works staff, and the Utility crews. Damage assessment teams started shortly after they went out. He further thanked the Fire Chief and Deputy Fire chief for their leadership before, during and after the storm at the EOC.

Additionally, City Manager Titkanich acknowledged the efforts of Samantha Senger and Yvonne Martinez, the Public Information Officers for keeping everyone up to date on social media and with the press. He thanked Administrative Services and Finance who continue to work to make sure employees are paid, and Purchasing to ensure that all contracts were in order. He reiterated his thanks to the Utility crews and Public Works crews. He learned a lot this time with each of the challenges and advised that prior to testing there is learning and preservation.

Lastly, he thanked the residents for their patience, understanding, and support. It was a crazy, exhausting week, but that took second place to the determination of the City's employees to respond to citizens' needs. He again thanked Council for their support in allowing them to do what they do.

City Attorney Garganese applauded the City and mentioned that it was a great job done by Team Cocoa.

Councilman Whipple echoed the sentiments of the City Manager. There was much professionalism during this time and he thanked all of the employees for what they did. Additionally, he thanked the Mayor, who was out there engaging citizens, and was there for Council and administration. He was impressed by him during this time.

Councilwoman Blanco also echoed the same sentiments. She cannot thank employees and staff enough for their efforts and hard work during the trying time. Everyone went above and beyond. She appreciated the Police Department patrolling her neighborhood while the power was out. It gives you peace of mind. It makes you realize what a great city this is.

She further agreed with Councilman Whipple's comments regarding the Mayor. She appreciated him very much during this time.

In closing she mentioned that the District 4 Town Hall Meeting is October 17th at the Cocoa Presbyterian Church on Dixon Blvd. She invited all to come if they could.

Councilwoman Warner agreed with everything being said and could not be more proud. She pointed out that there were other employees that were away from their homes also, not just police and the fire. They had to all be away from their

families during this time. She spoke about the first hurricane that she endured here in Florida and realized with this storm why she always fills her bathtub with water. She advised that you can always lose water so you need to be prepared.

On Saturday, September 30th in the Village at the Gazebo there will be a ribbon cutting to recognize that the Village is now dog friendly. She invited all to come down to the ceremony.

Councilwoman Warner let Mr. Wegerif know that there is a Cocoa High Football Sign on Florida Avenue by El Charro's hanging and it could hurt someone. Mr. Wegerif assured her it would be looked into. In addition, there was some flooding on Westminster. A house had water going into it due to the speed bumps and the way that the road is. The speed bumps prevent the water from draining. Mr. Wegerif has never heard of this issue before. She mentioned that she had photos.

Lastly, she spoke of the AKC dog show held this past weekend where Copper left with many ribbons. Officer Hattaway did very well. She is hoping that they can find sponsors as Cocoa will probably have the first K9 in the country doing something like this.

She also pointed out that it was Larry Sinclair's birthday and he would be attending the next City Council meeting.

Deputy Mayor Boisvert concurred with all of the other comments and thanked the City crews, citizens, and employees. It was a great job done by everyone.

In closing, Mayor Parrish mentioned that everything that he wanted to say has been said, he just thought it was a great job done by all. All of the citizens were very impressed with how organized the city was and of our levels of the operation. He was more thankful that it was not as bad of a storm as it could have been. There is still damage and there were many different things that caused the breaks. Many of the pipes were new. He did not appreciate the media insinuating that the City's system is old and not being taken care of. That is offensive.

He pointed out that there is a $130 million capital improvement plan for the next five years for the water system alone.

Mayor Parrish mentioned the tainted water report and assured citizens that we are doing all of the right things. There are also a number of citizens calling who have asked if there was any way in which they can help. He believes that may be something the City wanted to think about during the next storm.

He found out that like Police and Fire, the Utility crews were also first responders. He stated there is nothing wrong in asking for help and was appreciative of the other cities who offered their help.

Lastly, Riverfront Park is a park unlike any other and it is a great location in a great city. We are going to have to start from square one, fix the docks and push the legislature to do things. He wants to make sure all options are looked into.

XI. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to adjourn the Regular meeting of September 26, 2017.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:37 p.m.

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Henry U. Parrish III, Mayor

ATTEST:

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Carie Shealy, City Clerk

EXHIBIT A: Sister City Program Presentation





2017
School to School Exchange Program
"The Saxophones Come Back for a Visit"


COCOA,
08/01/2017


B'NAI
SHIRA




WELCOME
07/27/2017








HAS ONLY BEGUN.


VIRGIL "GUS" GRISSOM
EDWARD H WHITE II
ROGER B CHAFFEE


FICTI




07/31/2017


Friends Forever
07/27/2017

Council Meeting – Utilities Brief 9/26/17

Hurricane Irma created significant damage for the Cocoa Utilities Systems. Two major pieces of infrastructures were affected and as a result impacted our customers. Overall, the utility received over 176 calls for water service/breaks and of those calls, 41 were water main break repairs. Irma hit on Monday, by Friday afternoon, field operations had responded to all breaks and requests and the only outstanding calls were areas were power or trees prevented crews from making the final repairs.

As most everyone knows by now, the transmission main under SR 520 failed at approximately 0430AM on Monday, September 11th during the hurricane which created a system wide loss of water and water pressure and a system wide boil water notice was issued for all users. City crews moved quickly into response mode. By Tuesday evening the mainland and north Merritt Island and North Cape Canaveral had water pressure back. And by Wednesday night, the entire system was pressurized and large breaks were identified at SR 520 Indian River and SR 520 and the Banana River. Over the course of the next two days, boil water notices were rescinded in the same phasing the water was restored.

In a matter of 60 hours, the Cocoa water system was back in pressure and crews were responding to breaks and making repairs. A solid plan was prepared and executed in a methodical and systematic fashion to restore pressure and water in segments. The reason for this was the location and number of breaks contributing to the loss of system pressure were not known. A grid was set up and crews were out spotting and searching for breaks along with other agencies within the Cocoa system assisting in their respective jurisdictional areas to locate breaks. Originally reported as two breaks, the break reported in the Banana River has been ruled out as a break and normal operations has resumed along the east end of SR 520.

Once we suspected there was an underwater break, Logan Diving, a preapproved contractor for the City of Cocoa, immediately mobilized and began assessing the damage and identifying the beaks and issues. The results from their dives has revealed that significant undermining of the transmission main created the break at the SR 520 and the Indian River Lagoon. In addition, there are several other locations where partial undermining has occurred and will need to be shored up and protected for the future.

Logan Diving will be inspecting all subaqueous crossings and ensuring that all needed shoring and pipe protections are installed as necessary over the next few weeks. This will ensure the water system is protected now and in the future.

As of today, all the broken pipe at the Indian River crossing has been removed and the new pipe and repair materials were delivered today to begin pipe repair work. We anticipate that within the next week, the repairs to the SR 520 break will be complete and placed back into operation.

The second infrastructure problem is related to the transmission line that runs over Sykes Creek on the Brevard County bridge. Although there is no issue with the water main, the bridge was inspected after the hurricane and the bridge supports that extend into Sykes Creek were scoured by high velocity water. Brevard County has closed the bridge indefinitely while a repair plan is developed and executed. Brevard County and others have reviewed the data collected and determined that as long as traffic stays off the bridge, the bridge is stable. The County and the City of Cocoa continue to monitor the bridge and the Cocoa water line.

There has been much discussion on social media and citizens may have some concerns over the continued availability of potable water. If a catastrophic failure were to occur today, the Cocoa water system would still be able to provide water to all of its customers. However, under this failed condition, some operations at the Cape Canaveral Port Authority would need to be curtailed to ensure everyone in the system could maintain the appropriate water pressure.

If the Sykes Creek crossing were to have a problem after we complete the SR 520, then the Cocoa Utilities System will be able to function normally and all facilities including the Cape Canaveral Port Authority can function normally. This was concluded after detailed analysis of the hydraulics of the system using a digital hydraulic modelling software.

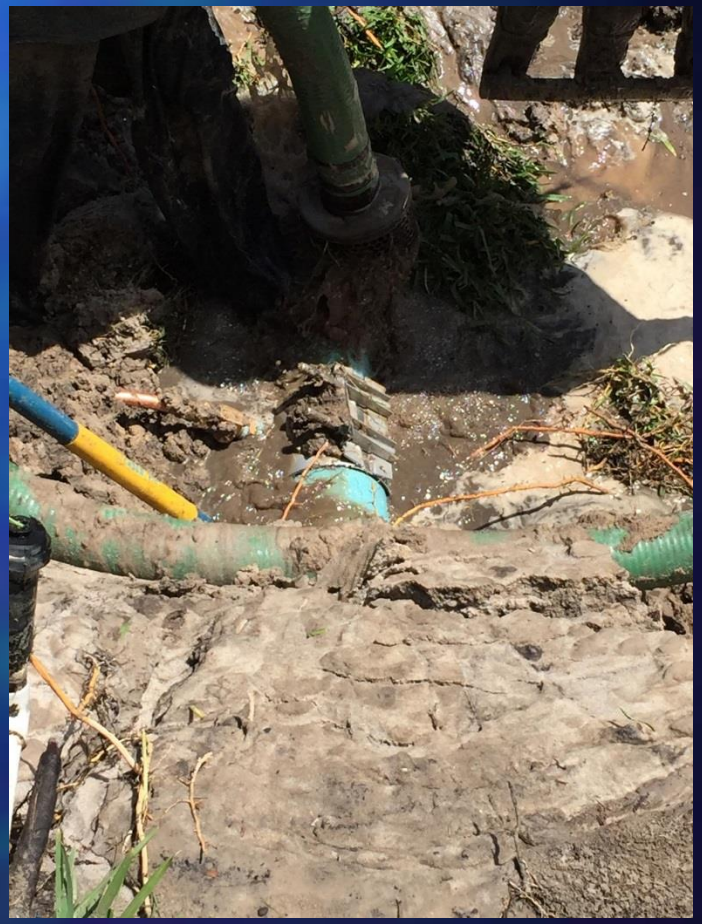
To that end, the Cocoa Engineering and Operations staff have been hard at work preparing contingency plans in the event that the Sykes Creek crossing would need to be replaced or rebuilt. Our goal is to be ready to execute the plan when called upon. The plan includes a layout of the new water main, materials, connection points and other details pertinent to completing the repair or replacement of the crossing.

In closing, for the first time in the history of the utilities system to my knowledge, we had a system wide water failure creating a system wide boil water notice but I believe and know that our response was well planned, methodical and well executed and wasted no time in getting citizen back in water as soon as possible. I credit the entire utilities staff, mangers, support staff, plant operators, mechanics, engineers, and the hard working crews in the field for both the water system and the sewer who tirelessly and unselfishly worked many hours on behalf of our customers. They put the customers of this utility system first and got the job done and I know they would do again without hesitation if and when the need arises. I am extremely proud of their performance and proud to be their Director and leader of such an amazing group of people.

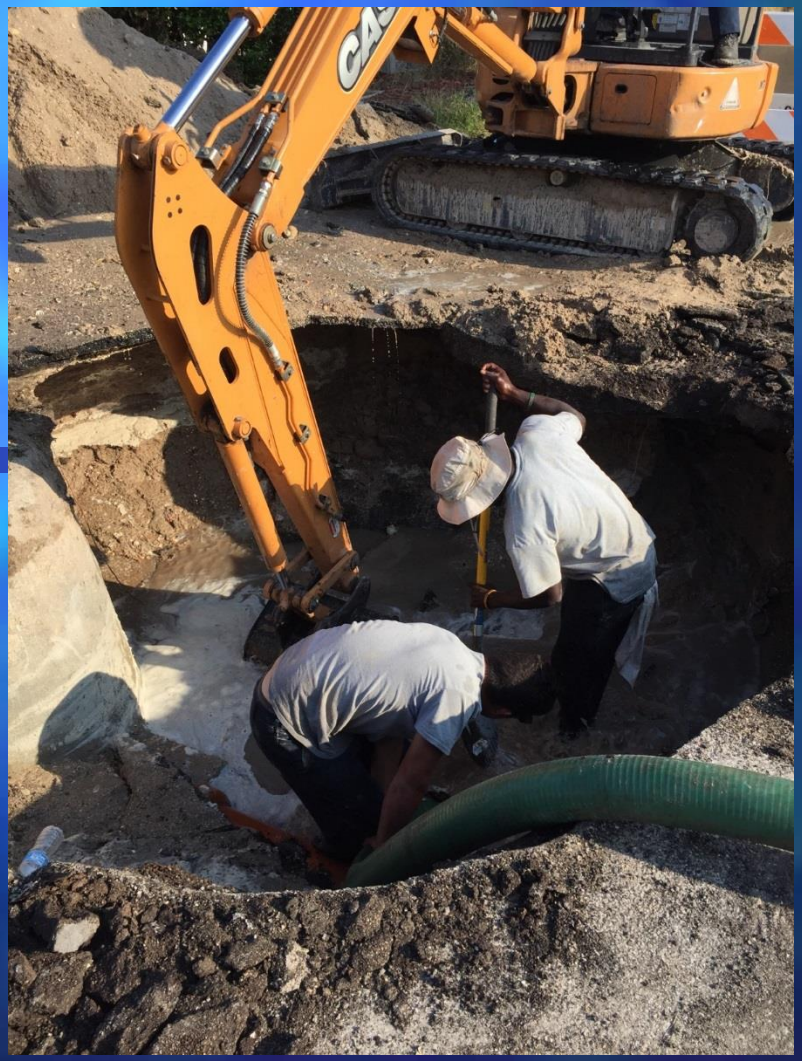
EXHIBIT B: Hurricane Irma Photos

IRMA September 11, 2017

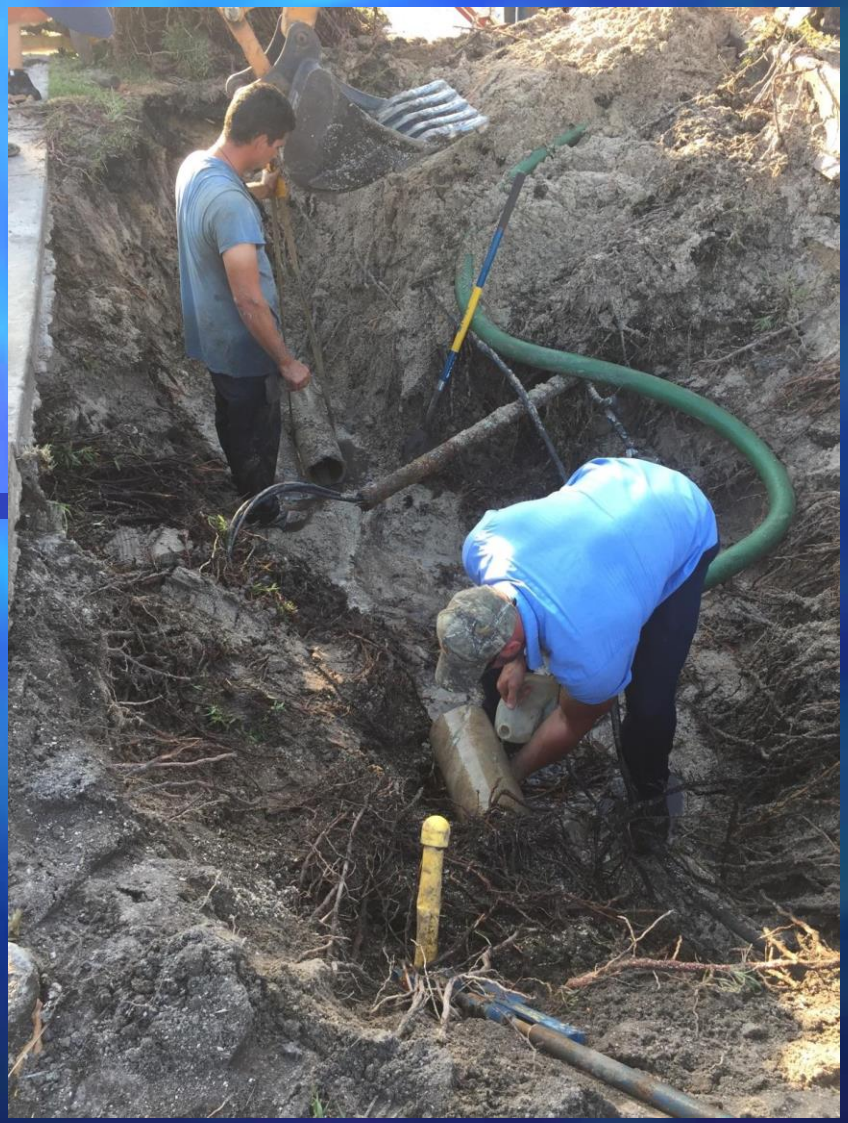




IRMA September 11, 2017



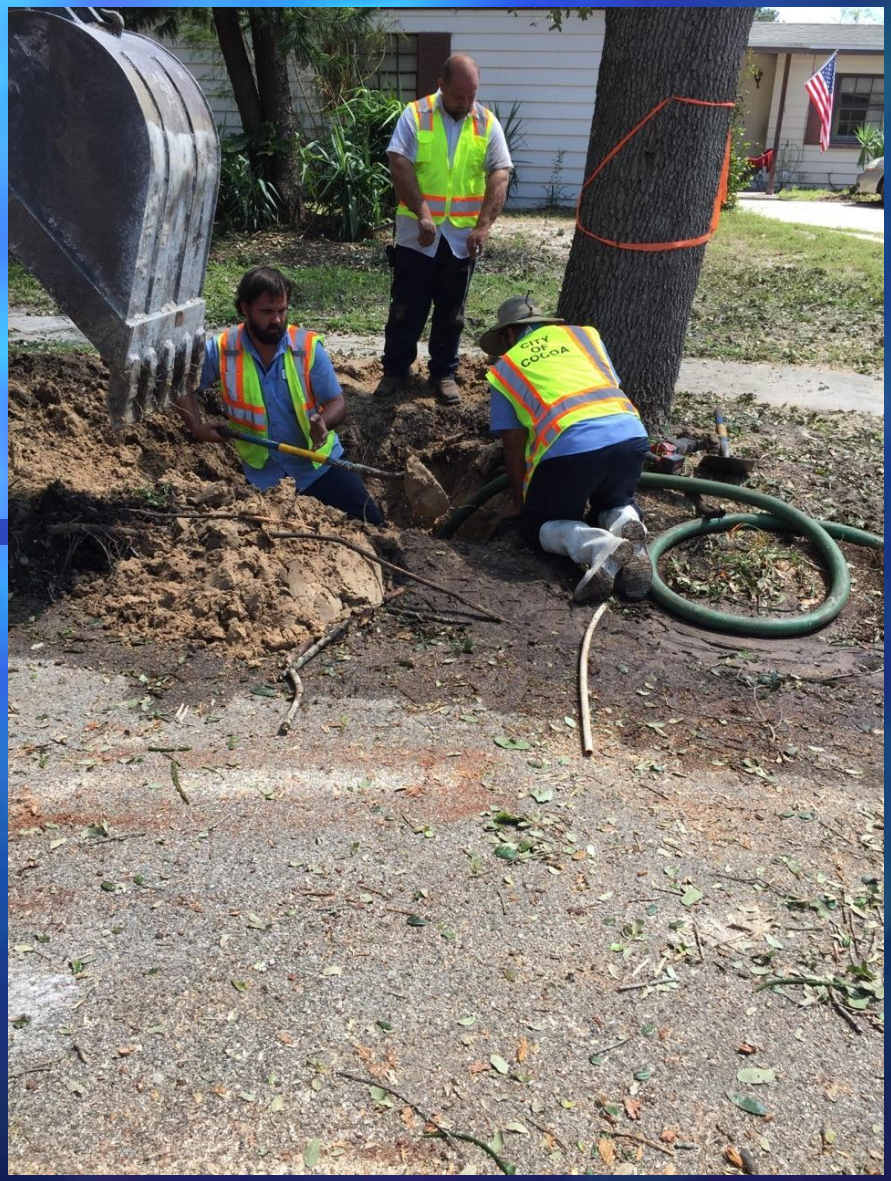
IRMA September 11, 2017



IRMA September 11, 2017



IRMA September 11, 2017



IRMA September 11, 2017



IRMA September 11, 2017



IRMA September 11, 2017



Legislation Details (With Text)

File #:	17-447	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/5/2017			**In control:**	City Council
On agenda:	10/24/2017			**Final action:**	
Title:	Approve the FY2018 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements; To Approve a Resolution Amending the FY2018 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cover Ltr and USGS Agreement Budget Resolution FY 2018 - USGS BAF-UT-USGS Survey (10-24-17) Agenda 17-447.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 5, 2017
Agenda Date: October 24, 2017
Prepared By: Norma E. Hernandez, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the FY2018 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements; To Approve a Resolution Amending the FY2018 Budget

BACKGROUND:

The City of Cocoa has participated with the Unites States Geological Survey (USGS) for more than 30 years to collect and report hydrologic data (water quality sampling, ground water and surface water level monitoring) of water resources in Cocoa's well field. The reporting activities are a condition of the Consumptive Use Permit issued to the City of Cocoa by the St. Johns River Water Management District (SJRWMD).

Cocoa manages the program and Cocoa employees perform some of the lab work. Data collection, monitoring equipment and database compilation are provided by USGS. The FY2018 agreement totals $130,050 and Cocoa's share will be $119,970. This proposal reflects a cost increase of 3,200 from the FY2017 program.

The FY2018 budget for this program is $114,473; therefore, a budget transfer of $5,497 is required to fund the full amount of $119,970.

Staff recommends approval of this agreement with USGS.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes, but insufficient
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$119,970
Account Number	421-4010-536.34-00
Account Name	Contract Services
Source of Funds:	421-4010-536.31-01, Legal Expenses

PREVIOUS ACTION:

On July 26, 2016, City Council approved the FY2017 Joint Funding Agreement between the City of Cocoa and the USGS.

RECOMMENDED MOTION:

To Approve the FY2018 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements; To Approve a Resolution Amending the FY2018 Budget.

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Caribbean-Florida Water Science Center
12703 Research Parkway
Orlando, Florida 32826
Tel. (407) 803-5500
Fax (407) 803-5501

received
8/7/17

August 4, 2017

Mr. John A. Walsh, II, P.E.
Utilities Director
City of Cocoa
351 Shearer Blvd, 2nd Floor
Cocoa, Florida 32922-7204

Dear Mr. Walsh:

Enclosed are two copies of the Joint Funding Agreement (JFA) for the FY 2018 cooperative program of hydrologic data collection with the City of Cocoa beginning October 1, 2017 through September 30, 2018.

The total network operating cost for FY 2018 will be $130,050. The City of Cocoa's share of this will be $119,970 with the USGS assuming the remaining $10,080 through Cooperative Matching Funds (see JFA attachment). Results of all work performed from this agreement will be available for publication on the USGS NWISWeb website (waterdata.usgs.gov).

During the course of this jointly planned activity and partnership, USGS may provide unpublished USGS data or information to your office for scientific peer and (or) courtesy review. Guidance concerning USGS's non-disclosure policy will be provided with any review material and is further explained in USGS Fundamental Science Practices.

Please obtain the proper signatures and return one signed copy to this office in the enclosed self-addressed envelope. The other copy is for your files. Work performed with funds from this agreement will be conducted on a fixed-price basis. The City of Cocoa will be billed quarterly.

Your continued cooperation is greatly appreciated. If you have any questions or would like to meet in person to discuss the program, please contact Darrell Lambeth at (407) 803-5543, or by email at dlambeth@usgs.gov.

Sincerely yours,

Rafael W. Rodriguez, Director
Caribbean-Florida Water Science Center

Enclosures
cc: D. Lambeth
Administration

Form 9-1366
(April 2015)

U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

JOINT FUNDING AGREEMENT

Customer #:	6000001066
Agreement #:	18ESFL000000002
Project #:	MC00E2A
TIN #:	59-6000292
Fixed Cost Agreement	YES

FOR

CARIBBEAN-FLORIDA WATER SCIENCE CENTER

THIS AGREEMENT is entered into as of the, 1st day of October, 2017 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF COCOA, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation to fund water quality sampling and water level measurements at sites located at or near the Cocoa well field, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of $0.00.

   (a) by the party of the first part during the period

Amount	Date		Date
$10,080.00	October 1, 2017	to	September 30, 2018

   (b) by the party of the second part during the period

Amount	Date		Date
$119,970.00	October 1, 2017	to	September 30, 2018

   USGS DUNS 137783937

   (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0.00.

   (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

   (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

9-1366 (Continuation) Customer #: 6000001066 Agreement #: 18ESFL000000002

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered QUARTERLY. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

	U.S. Geological Survey United States Department of the Interior USGS Point of Contact		**CITY OF COCOA Utilities Operations Customer Point of Contact**
Name:	Darrell Lambeth	Name:	John A. Walsh, II, P.E.
Address:	12703 Research Parkway, Ste 200 Orlando, Florida 32826	Address:	351 Searer Blvd., 2nd Floor Cocoa, Florida 32922
Telephone:	(407) 803-5543	Telephone:	(321) 433-8710
Email:	dlambeth@usgs.gov	Email:	jwalsh@cocoafl.org

Signatures and Date

Signature:	Rafael W. Rodriguez 8/4/17	Signature:	10/4/17
Date:		Date:	
Name:	Rafael W. Rodriguez, Director	Name:	John A. Walsh, II
Title:	Caribbean-Florida Water Science Center	Title:	Utilities Director
Signature:		Signature:	
Date:		Date:	
Name:		Name:	
Title:		Title:	

FY 2018

July 25, 2017

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
City of Cocoa								
WATER QUALITY SAMPLING STATIONS								
282341081040101	COCOA A	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282341081040101	COCOA A	Periodic	pH	P	PH	1	$ 55	$ 55
282341081040101	COCOA A	Periodic	major cations	P	CAT	1	$ 560	$ 560
282341081040101	COCOA A	Periodic	chloride	P	CL	4	$ 1,630	$ 1,630
								$ -
282847081013701	COCOA H **WELL IS**	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282847081013701	COCOA H **NO LONGER**	Periodic	pH	P	PH	1	$ 55	$ 55
282847081013701	COCOA H **PLUGGED**	Periodic	major cations	P	CAT	1	$ 560	$ 560
282847081013701	COCOA H **SAMPLE**	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
282531081095701	COCOA D	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282531081095701	COCOA D	Periodic	pH	P	PH	1	$ 55	$ 55
282531081095701	COCOA D	Periodic	major cations	P	CAT	1	$ 560	$ 560
282531081095701	COCOA D	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
282406081093602	COCOA R	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282406081093602	COCOA R	Periodic	pH	P	PH	1	$ 55	$ 55
282406081093602	COCOA R	Periodic	major cations	P	CAT	1	$ 560	$ 560
282406081093602	COCOA R	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic	pH	P	PH	1	$ 55	$ 55
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic	major cations	P	CAT	1	$ 560	$ 560
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	pH	P	PH	1	$ 55	$ 55
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	major cations	P	CAT	1	$ 560	$ 560
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -

FY 2018

July 25, 2017

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	pH	P	PH	1	$ 55	$ 55
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	major cations	P	CAT	1	$ 560	$ 560
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
283249081053201	BITHLO 1	Periodic	temp and cond	P	KT	1	$ 55	$ 55
283249081053201	BITHLO 1	Periodic	pH	P	PH	1	$ 55	$ 55
283249081053201	BITHLO 1	Periodic	major cations	P	CAT	1	$ 560	$ 560
283249081053201	BITHLO 1	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
283249081053202	BITHLO 2	Periodic	temp and cond	P	KT	1	$ 55	$ 55
283249081053202	BITHLO 2	Periodic	pH	P	PH	1	$ 55	$ 55
283249081053202	BITHLO 2	Periodic	major cations	P	CAT	1	$ 560	$ 560
283249081053202	BITHLO 2	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
283249081053203	BITHLO 3	Periodic	temp and cond	P	KT	1	$ 55	$ 55
283249081053203	BITHLO 3	Periodic	pH	P	PH	1	$ 55	$ 55
283249081053203	BITHLO 3	Periodic	major cations	P	CAT	1	$ 560	$ 560
283249081053203	BITHLO 3	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
282533081082202	COCOA C ZONE 1	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282533081082202	COCOA C ZONE 1	Periodic	pH	P	PH	1	$ 55	$ 55
282533081082202	COCOA C ZONE 1	Periodic	major cations	P	CAT	1	$ 560	$ 560
282533081082202	COCOA C ZONE 1	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
282533081082204	COCOA C ZONE 3	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282533081082204	COCOA C ZONE 3	Periodic	pH	P	PH	1	$ 55	$ 55
282533081082204	COCOA C ZONE 3	Periodic	major cations	P	CAT	1	$ 560	$ 560
282533081082204	COCOA C ZONE 3	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
282533081082205	COCOA C ZONE 4	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282533081082205	COCOA C ZONE 4	Periodic	pH	P	PH	1	$ 55	$ 55
282533081082205	COCOA C ZONE 4	Periodic	major cations	P	CAT	1	$ 560	$ 560
282533081082205	COCOA C ZONE 4	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -

FY 2018

July 25, 2017

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST		COOPERATOR TOTAL	
282533081082206	COCOA C ZONE 5	Periodic	temp and cond	P	KT		1	$ 55	$	55
282533081082206	COCOA C ZONE 5	Periodic	pH	P	PH		1	$ 55	$	55
282533081082206	COCOA C ZONE 5	Periodic	major cations	P	CAT		1	$ 560	$	560
282533081082206	COCOA C ZONE 5	Periodic	chloride	P	CL		1	$ 210	$	210
									$	-
282335081103701	Residential well No. 3 Johnson	Periodic	temp and cond	P	KT		1	$ 55	$	55
282335081103701	Residential well No. 3 Johnson	Periodic	pH	P	PH		1	$ 55	$	55
282335081103701	Residential well No. 3 Johnson	Periodic	major cations	P	CAT		1	$ 560	$	560
282335081103701	Residential well No. 3 Johnson	Periodic	chloride	P	CL		1	$ 210	$	210
									$	-
282336081105201	Residential well No. 4 Nodorft	Periodic	temp and cond	P	KT		1	$ 55	$	55
282336081105201	Residential well No. 4 Nodorft	Periodic	pH	P	PH		1	$ 55	$	55
282336081105201	Residential well No. 4 Nodorft	Periodic	major cations	P	CAT		1	$ 560	$	560
282336081105201	Residential well No. 4 Nodorft	Periodic	chloride	P	CL		1	$ 210	$	210
									$	-
282346081004601	DIGIOVANNI WELL	Periodic	temp and cond	P	KT		1	$ 55	$	55
282346081004601	DIGIOVANNI WELL	Periodic	pH	P	PH		1	$ 55	$	55
282346081004601	DIGIOVANNI WELL	Periodic	major cations	P	CAT		1	$ 560	$	560
282346081004601	DIGIOVANNI WELL	Periodic	chloride	P	CL		1	$ 210	$	210
									$	-
QW from ALL Production wells ANNUALLY									$	-
282510081054501	COCOA 1	Periodic	temp and cond	P	KT		1	$ 55	$	55
282510081054501	COCOA 1	Periodic	pH	P	PH		1	$ 55	$	55
282510081054501	COCOA 1	Periodic	major cations	P	CAT		1	$ 560	$	560
282510081054501	COCOA 1	Periodic	chloride	P	CL		1	$ 210	$	210
									$	-
282612081054201	COCOA 2	Periodic	temp and cond	P	KT		1	$ 55	$	55
282612081054201	COCOA 2	Periodic	pH	P	PH		1	$ 55	$	55
282612081054201	COCOA 2	Periodic	major cations	P	CAT		1	$ 560	$	560
282612081054201	COCOA 2	Periodic	chloride	P	CL		1	$ 210	$	210
									$	-
282548081054201	COCOA 3	Periodic	temp and cond	P	KT		1	$ 55	$	55
282548081054201	COCOA 3	Periodic	pH	P	PH		1	$ 55	$	55
282548081054201	COCOA 3	Periodic	major cations	P	CAT		1	$ 560	$	560
282548081054201	COCOA 3	Periodic	chloride	P	CL		1	$ 210	$	210

FY 2018

July 25, 2017

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
								$ -
282451081054501	COCOA 5	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282451081054501	COCOA 5	Periodic	pH	P	PH	1	$ 55	$ 55
282451081054501	COCOA 5	Periodic	major cations	P	CAT	1	$ 560	$ 560
282451081054501	COCOA 5	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
282530081054201	COCOA 7	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282530081054201	COCOA 7	Periodic	pH	P	PH	1	$ 55	$ 55
282530081054201	COCOA 7	Periodic	major cations	P	CAT	1	$ 560	$ 560
282530081054201	COCOA 7	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
282632081054502	COCOA 8R	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282632081054502	COCOA 8R	Periodic	pH	P	PH	1	$ 55	$ 55
282632081054502	COCOA 8R	Periodic	major cations	P	CAT	1	$ 560	$ 560
282632081054502	COCOA 8R	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
282650081054201	COCOA 9	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282650081054201	COCOA 9	Periodic	pH	P	PH	1	$ 55	$ 55
282650081054201	COCOA 9	Periodic	major cations	P	CAT	1	$ 560	$ 560
282650081054201	COCOA 9	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
282716081054501	COCOA 10	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282716081054501	COCOA 10	Periodic	pH	P	PH	1	$ 55	$ 55
282716081054501	COCOA 10	Periodic	major cations	P	CAT	1	$ 560	$ 560
282716081054501	COCOA 10	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
282344081054201	COCOA 11	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282344081054201	COCOA 11	Periodic	pH	P	PH	1	$ 55	$ 55
282344081054201	COCOA 11	Periodic	major cations	P	CAT	1	$ 560	$ 560
282344081054201	COCOA 11	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
282529081073201	COCOA 7A	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282529081073201	COCOA 7A	Periodic	pH	P	PH	1	$ 55	$ 55
282529081073201	COCOA 7A	Periodic	major cations	P	CAT	1	$ 560	$ 560
282529081073201	COCOA 7A	Periodic	chloride	P	CL	1	$ 210	$ 210

FY 2018

July 25, 2017

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
								$ -
282531081075602	COCOA 13R	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282531081075602	COCOA 13R	Periodic	pH	P	PH	1	$ 55	$ 55
282531081075602	COCOA 13R	Periodic	major cations	P	CAT	1	$ 560	$ 560
282531081075602	COCOA 13R	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
282531081082201	COCOA 14	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282531081082201	COCOA 14	Periodic	pH	P	PH	1	$ 55	$ 55
282531081082201	COCOA 14	Periodic	major cations	P	CAT	1	$ 560	$ 560
282531081082201	COCOA 14	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
282530081085401	COCOA 15	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282530081085401	COCOA 15	Periodic	pH	P	PH	1	$ 55	$ 55
282530081085401	COCOA 15	Periodic	major cations	P	CAT	1	$ 560	$ 560
282530081085401	COCOA 15	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
282530081091701	COCOA 16	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282530081091701	COCOA 16	Periodic	pH	P	PH	1	$ 55	$ 55
282530081091701	COCOA 16	Periodic	major cations	P	CAT	1	$ 560	$ 560
282530081091701	COCOA 16	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
282530081094001	COCOA 17	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282530081094001	COCOA 17	Periodic	pH	P	PH	1	$ 55	$ 55
282530081094001	COCOA 17	Periodic	major cations	P	CAT	1	$ 560	$ 560
282530081094001	COCOA 17	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
282556081094001	COCOA 18	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282556081094001	COCOA 18	Periodic	pH	P	PH	1	$ 55	$ 55
282556081094001	COCOA 18	Periodic	major cations	P	CAT	1	$ 560	$ 560
282556081094001	COCOA 18	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
282624081090401	COCOA 19	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282624081090401	COCOA 19	Periodic	pH	P	PH	1	$ 55	$ 55
282624081090401	COCOA 19	Periodic	major cations	P	CAT	1	$ 560	$ 560
282624081090401	COCOA 19	Periodic	chloride	P	CL	1	$ 210	$ 210

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July 25, 2017

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
								$ -
282424081093601	COCOA 20	Periodic	temp and cond	P	KT		1 $ 55	$ 55
282424081093601	COCOA 20	Periodic	pH	P	PH		1 $ 55	$ 55
282424081093601	COCOA 20	Periodic	major cations	P	CAT		1 $ 560	$ 560
282424081093601	COCOA 20	Periodic	chloride	P	CL		1 $ 210	$ 210
								$ -
282406081093601	COCOA 21	Periodic	temp and cond	P	KT		1 $ 55	$ 55
282406081093601	COCOA 21	Periodic	pH	P	PH		1 $ 55	$ 55
282406081093601	COCOA 21	Periodic	major cations	P	CAT		1 $ 560	$ 560
282406081093601	COCOA 21	Periodic	chloride	P	CL		1 $ 210	$ 210
								$ -
282356081091901	COCOA 22	Periodic	temp and cond	P	KT		1 $ 55	$ 55
282356081091901	COCOA 22	Periodic	pH	P	PH		1 $ 55	$ 55
282356081091901	COCOA 22	Periodic	major cations	P	CAT		1 $ 560	$ 560
282356081091901	COCOA 22	Periodic	chloride	P	CL		1 $ 210	$ 210
								$ -
282331081093801	COCOA 23	Periodic	temp and cond	P	KT		1 $ 55	$ 55
282331081093801	COCOA 23	Periodic	pH	P	PH		1 $ 55	$ 55
282331081093801	COCOA 23	Periodic	major cations	P	CAT		1 $ 560	$ 560
282331081093801	COCOA 23	Periodic	chloride	P	CL		1 $ 210	$ 210
								$ -
282315081093601	COCOA 24	Periodic	temp and cond	P	KT		1 $ 55	$ 55
282315081093601	COCOA 24	Periodic	pH	P	PH		1 $ 55	$ 55
282315081093601	COCOA 24	Periodic	major cations	P	CAT		1 $ 560	$ 560
282315081093601	COCOA 24	Periodic	chloride	P	CL		1 $ 210	$ 210
								$ -
282300081092401	COCOA 25	Periodic	temp and cond	P	KT		1 $ 55	$ 55
282300081092401	COCOA 25	Periodic	pH	P	PH		1 $ 55	$ 55
282300081092401	COCOA 25	Periodic	major cations	P	CAT		1 $ 560	$ 560
282300081092401	COCOA 25	Periodic	chloride	P	CL		1 $ 210	$ 210
								$ -
282315081053801	COCOA 38	Periodic	temp and cond	P	KT		1 $ 55	$ 55
282315081053801	COCOA 38	Periodic	pH	P	PH		1 $ 55	$ 55
282315081053801	COCOA 38	Periodic	major cations	P	CAT		1 $ 560	$ 560
282315081053801	COCOA 38	Periodic	chloride	P	CL		1 $ 210	$ 210

FY 2018

July 25, 2017

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
								$ -
282304081053901	COCOA 39	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282304081053901	COCOA 39	Periodic	pH	P	PH	1	$ 55	$ 55
282304081053901	COCOA 39	Periodic	major cations	P	CAT	1	$ 560	$ 560
282304081053901	COCOA 39	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
282250081053801	COCOA 40	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282250081053801	COCOA 40	Periodic	pH	P	PH	1	$ 55	$ 55
282250081053801	COCOA 40	Periodic	major cations	P	CAT	1	$ 560	$ 560
282250081053801	COCOA 40	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
282238081053801	COCOA 41	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282238081053801	COCOA 41	Periodic	pH	P	PH	1	$ 55	$ 55
282238081053801	COCOA 41	Periodic	major cations	P	CAT	1	$ 560	$ 560
282238081053801	COCOA 41	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
282208081053801	COCOA 42	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282208081053801	COCOA 42	Periodic	pH	P	PH	1	$ 55	$ 55
282208081053801	COCOA 42	Periodic	major cations	P	CAT	1	$ 560	$ 560
282208081053801	COCOA 42	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
282145081053801	COCOA 43	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282145081053801	COCOA 43	Periodic	pH	P	PH	1	$ 55	$ 55
282145081053801	COCOA 43	Periodic	major cations	P	CAT	1	$ 560	$ 560
282145081053801	COCOA 43	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
282127081053901	COCOA 44	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282127081053901	COCOA 44	Periodic	pH	P	PH	1	$ 55	$ 55
282127081053901	COCOA 44	Periodic	major cations	P	CAT	1	$ 560	$ 560
282127081053901	COCOA 44	Periodic	chloride	P	CL	1	$ 210	$ 210
								$ -
282530081054204	COCOA 7T1	Periodic	temp and cond	P	KT	1	$ 55	$ 55
282530081054204	COCOA 7T1	Periodic	pH	P	PH	1	$ 55	$ 55
282530081054204	COCOA 7T1	Periodic	major cations	P	CAT	1	$ 560	$ 560
282530081054204	COCOA 7T1	Periodic	chloride	P	CL	1	$ 210	$ 210

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Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST		COOPERATOR TOTAL	
Water Quality Sampling Subtotal							**$**	**43,660**	**$**	**43,660**
CONTINUOUS WATER LEVEL STATIONS										
282341081040101	COCOA A	Continuous	water level	C	H	1		6830	$	5,830
282406081093602	COCOA R	Continuous	water level	C	H	1		6830	$	5,830
282341081040101	COCOA R	Continuous	rain	C	RFA	1		1530	$	1,420
282531081082202	COCOA G	Continuous	water level	C	H	1		6830	$	5,830
282531081095701	COCOA D	Continuous	water level	C	H	1		6830	$	5,830
282532081075601	COCOA B	Continuous	water level	C	H	1		6830	$	5,830
282623081153801	COCOA P	Continuous	water level	C	H	1		6830	$	5,830
283249081053201	BITHLO 1	Continuous	water level	C	H	1		6830	$	5,830
283249081053203	BITHLO 3	Continuous	water level	C	H	2		6830	$	6,830
Continuous Water Level Subtotal							**$**	**56,170**	**$**	**49,060**
MONTHLY MEASUREMENT STATIONS										
283249081053202	BITHLO 2	Periodic	water level 12/yr	P	H/12	1	$	3,700	$	3,700
QUARTERLY MEASUREMENT STATIONS										
282510081054503	COCOA 1T	Periodic	water level 4/yr	P	H/4	1	$	1,330	$	1,000
282847081013702	COCOA K	Periodic	water level 4/yr	P	H/4	1	$	1,330	$	1,000
282510081054502	COCOA M	Periodic	water level 4/yr	P	H/4	1	$	1,330	$	1,000
282531081054301	COCOA O	Periodic	water level 4/yr	P	H/4	1	$	1,330	$	1,000
282533081082202	COCOA C ZONE 1	Periodic	water level 4/yr	P	H/4	1	$	1,330	$	1,000
282533081082204	COCOA C ZONE 3	Periodic	water level 4/yr	P	H/4	1	$	1,330	$	1,000
282533081082205	COCOA C ZONE 4	Periodic	water level 4/yr	P	H/4	1	$	1,330	$	1,000
282533081082206	COCOA C ZONE 5	Periodic	water level 4/yr	P	H/4	1	$	1,330	$	1,000
282739081054501	COCOA F	Periodic	water level 4/yr	P	H/4	1	$	1,330	$	1,000
Periodic Water Level Subtotal							**$**	**15,670**	**$**	**12,700**

FY 2018

July 25, 2017

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
ANNUAL REPORT								
	ANNUAL REPORT	Annual	report preparation	A	REPT	1	$ 6,700	$ 6,700
Annual Report Subtotal							**$ 6,700**	**$ 6,700**
SURFACE WATER STATIONS								
02232400	ST JOHNS RIVER NEAR COCOA	Continuous	temp, cond	C	TK1A	1	$ 7,850	$ 7,850
Surface Water Station Subtotal							**$ 7,850**	**$ 7,850**
FY 2018 PROGRAM TOTALS							**$ 130,050**	**$ 119,970**

	2018
Total Program	**$ 130,050**
City of Cocoa	**$ 119,970**
USGS Climate Response Network (CRN)	**$ -**
USGS CMF Support	**$ 10,080**

RESOLUTION NO. 2017-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2018; 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, 2017, and ending on September 30, 2018, at a Special meeting held on September 25, 2017; 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 2017-2018 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

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

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: Utilities/4010 DATE PREPARED: 10/11/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 5,497)	421-4010-536.31-01		Legal Expenses	$ 80,000	$ 80,000	$ 74,503	$ 74,503
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 5,497)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 5,497	421-4010-536.34-00		Contract Services	$ 682,146	$ 682,146	$ 687,643	$ 687,559
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 5,497	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The City of Cocoa has participated with the Unites States Geological Survey (USGS) for more than 30 years to collect and report hydrological data (water quality sampling, ground water and surface water level monitoring) of water resources in Cocoa's well field. This transfer is required to fully fund the cost of the FY2018 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements.
Agenda Item 17-447

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/24/17 *RESOLUTION #:* 2017-106

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.

10/11/17 Norma Hernandez (Digitally signed by Norma Hernandez DN: dc=org, dc=cocoafl, ou=Utilities, cn=Norma Hernandez, email=nhernandez@cocoafl.org Date: 2017.10.11 13:40:37 -04'00')	10/13/17 Lea Taylor (Digitally signed by Lea Taylor Date: 2017.10.13 10:00:35 -04'00')	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
10/11/17 John "Jack" Walsh (Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2017.10.11 14:13:19 -04'00')	10/13/17 Anne Quesada (Digitally signed by Anne Quesada Date: 2017.10.13 10:43:10 -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 9/20/17 - IT

Legislation Details (With Text)

File #:	17-453	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	10/11/2017			**In control:**	City Council
On agenda:	10/24/2017			**Final action:**	
Title:	Approve Proposal by Connect Consulting, Inc. (CCI), High Springs, Florida, for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services, Project No. WS1106, utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CCI - Exhibit E - Price Schedule.pdf CCI - FY18 Proposal.pdf CCI - Agmt City of Palm Coast.pdf CCI - COI City of Palm Coast.pdf CCI - Billing Rate Tables.pdf CCI - Exhibit A Scope of Services.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 11, 2017
Agenda Date: October 24, 2017
Prepared By: Joyce Williams, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Proposal by Connect Consulting, Inc. (CCI), High Springs, Florida, for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services, Project No. WS1106, utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services

BACKGROUND:

On April 12, 2011, City Council approved participation in a Cooperative Services Agreement with Connect Consulting, Inc., (CCI), High Springs, Florida, utilizing the City of Palm Coast RFQ-U-10-02, Services Contract for Professional Hydrogeological Services, effective April 15, 2010 through April 14, 2013, with two one-year renewals.

On February 11, 2014, City Council approved CCI's proposal utilizing the City of Palm Coast RFQ-U-10-02 first one-year renewal period of the two one-year renewal options.

On October 14, 2014, City Council approved CCI's proposal utilizing the second and final renewal

option. CCI has completed the rehabilitation of 14 of the 48 wells, increasing the efficiency by an average of about 38% in the wellfield.

On April 28, 2015, Connect Consulting, Inc. and the City of Palm Coast, Florida, executed RFQ-PW-U-15-12, Professional Hydrogeological Services for a three-year period effective April 28, 2015 through April 27, 2018. This contract may be renewed annually, at the City of Palm Coast's discretion, for a maximum of two (2) additional years.

The City of Cocoa supplies water to customers in its service area from both ground and surface water sources. The surface water source consists of the Taylor Creek Reservoir. The ground water sources consist of the Intermediate and Upper Floridan Aquifers (UFA). Ground water is developed from a series of 48 wells, the first of which were constructed in the 1950's and are still in service today. In addition, the City has 10 Aquifer Storage and Recovery (ASR) wells. In summary, the 58 wells operated by the City consist of four (4) different types of wells as follows:

1. Screened gravel-packed wells completed into the Intermediate Aquifer
2. Moderate yield, open-hole wells completed into the Upper Floridian Aquifer
3. High yield, open-hole wells completed into the Upper Floridian Aquifer
4. Aquifer Storage and Recovery (ASR) wells

Public Water System (PWS) wells at Cocoa are permitted under the City's Consumptive Use Permit (CUP) No. 50245 issued by the St. Johns River Water Management District (SJRWMD) in November 2003. As with all public water supply wells and wellfields, individual wells have a life cycle. Given the cost of new wells, including well site acquisition, CUP/water allocation issues, ground water impacts, well head/raw water piping costs, power and remote operation issues, it is very cost effective to extend a well's life cycle by periodic evaluation and rehabilitation/repair or replacement.

City staff desires to conduct evaluations of and to rehabilitate, repair, or replace wells as needed, in order to restore and enhance the reliable, firm wellfield capacity.

The scope of work in this proposal is a continuation of the wellfield evaluation and rehabilitation work and includes conducting evaluations on PWS well; modification and/or rehabilitation of wells; pump repair/replacement; and other well-specific task identified by City staff during the fiscal year as needed. The primary and typical services proposed to be conducted include the following:

- Public Water Supply Evaluations for Wells 3, 23, & 25
- Well Modification/Rehabilitation (specific wells to be determined)
- Pump Repairs/Replacement (as needed)
- Debris Removal (specific well to be determined)
- Bypass Valve and Piping Work for Wells 3, 23, & 25
- Monitoring Well C Initial Abandonment

City staff recommends approval of this proposal for hydrogeological services for wellfield evaluation and rehabilitation services.

STRATEGIC PLAN CONNECTION:

N/A

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BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$250,000
Account Number	421-4020-536.63-00, WS1106
Account Name	Infrastructure
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On April 28, 2015, Connect Consulting, Inc. and the City of Palm Coast, Florida, executed RFQ-PW-U-15-12, Professional Hydrogeological Services for a three-year period effective April 28, 2015 through April 27, 2018. This contract may be renewed annually, at the City of Palm Coast's discretion, for a maximum of two (2) additional years.

RECOMMENDED MOTION:

To Approve Proposal by Connect Consulting, Inc. (CCI), High Springs, Florida, for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services, Project No. WS1106, utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services.

EXHIBIT E
Price Schedule

EXHIBIT E
Price Schedule

Connect Consulting, Inc.
19505 NW 184th Terrace
High Springs, FL 32643
Hydrogeological Services
RFQ-PW-U-15-12

2015 Billing Rates

Category	Rate ($/hr.)
Principal/IT Specialist	150
Principal/Sr. Hydrogeologist/Professional Geologist	150
Sr. Professional Engineer	130
Sr. Hydrogeologist/Ground Water Modeler	130
Field Professional Geologist/Engineer	120
Graphics Specialist	95
Junior Engineer/Geologist	95
Field Technician/Well Inspector	95
Office Support	70

Note: 5% escalation factor per year on labor rates

Central Florida Office
261 N. Lakeview Drive
Lake Helen, FL 32744
Office: 386-473-7766
Cell: 561-866-0540
Email: drobertson@cciwater.com

CCI Connect Consulting, Inc.

Water Resource Consultants

August 30, 2017

Jack Walsh, P.E.
Utilities Director
City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922

Re: Fiscal Year 2018 Proposal
Wellfield Evaluation and Rehabilitation Services
City of Cocoa, Florida

Dear Mr. Walsh:

Connect Consulting, Inc. (CCI) is pleased to submit our proposal to assist the City of Cocoa (City) with the hydrogeologic evaluation, rehabilitation/repair and upgrade of selected Public Water Supply (PWS) wells in the City's well field. This project is designed to restore the yield of existing wells and increase the reliability of the well field to meet the current and future water demand. These services are a continuation of services provided to the City by CCI beginning in 2011. Specific tasks in this proposal have been developed with input and discussions with City staff.

Discussion

The City of Cocoa supplies water to customers in their service area from both ground and surface water sources. The surface water source consists of the Taylor Creek reservoir. The ground water sources consist of the Intermediate and Upper Floridan aquifers (UFA). Ground water is developed from a series of 48 wells, the first of which were constructed in the 1950's and are still in service today. In addition, the City has 10 Aquifer Storage and Recovery (ASR) wells. In summary, the 58 wells operated by the City consist of four (4) different types of wells as follows:

1. Screened gravel-packed wells completed into the Intermediate aquifer
2. Moderate yield, open hole wells completed into the UFA
3. High yield, open hole wells completed into the UFA
4. Aquifer Storage and Recovery(ASR) wells

PWS wells at Cocoa are permitted under the City's Consumptive Use Permit (No. 50245) issued by the St. Johns River Water Management District (SJRWMD) in November 2003. As with all PWS wells and well fields, individual wells have a life cycle. Given the cost of new wells, including well site acquisition, CUP/water allocation issues, ground water impacts, well head/raw water piping costs, power and remote operation issues, it is very cost effective to extend a well's life cycle by periodic evaluation and rehabilitation/repair or replacement.

Based on discussions with the City's water utility staff, the City wants to continue to conduct evaluations of and to rehabilitate, repair, or replace wells as needed, in order to restore and enhance the reliable, firm well field capacity. The first phase of this effort was directed towards the screened, gravel-packed wells known as the T-wells. This project was completed in 2011/2012.

The second phase conducted in 2012/2013 focused on evaluating and rehabilitating the seven (7) Martin Wells. In addition, CCI conducted evaluations on PWS wells 14, 15, and 22 in 2013/2014. Wells 16 and 17 were originally included in the Fiscal Year (FY) 2013 proposal and Purchase Order (PO) 60813, however, City staff requested CCI to evaluate and rehabilitate PWS well 22 which was out of service in lieu of evaluating wells 16 and 17 which were in service. In 2014 under PO 63335, CCI evaluated PWS wells 1T, 4T, 7A, 17, and 20; conducted rehabilitation on well 1T, rehabilitation and modification of well 7A; limited rehabilitation (brushing of casings and/or raw hide development) on wells 17 and 20; and replacement of pumps in wells 17 and 20. In addition, CCI conducted an evaluation and installed a new vertical line shaft turbine pump in well 24 in September 2014 under PO 64266 after the existing well pump failed in late August 2014.

In 2015 under PO 64818, CCI conducted an evaluation on PWS well 18, pump repairs and/or replacement on PWS wells 18, 20, 24 and 25, and rehabilitation of wells 18 and 24. Additionally, CCI conducted a program to remove and re-install the submersible well pumps in 11 of the 14 T-wells currently in service to document the specific pump and motors in each of the wells. In 2016 under PO 66901, CCI conducted hydrogeologic evaluations on PWS wells 12A and 16, and made pump and piping repairs to numerous wells including 2T, 3T, 12T, 12A, 39, and 41. CCI also conducted a valve replacement program on several key PWS wells including wells 20, 22, 23, 24 and 25. CCI conducted hydrogeologic well evaluations on two of the City's ASR wells, including R-2 and R-10. In addition, CCI conducted wellhead and pump service work on ASR wells R-8 and R-9 as part of a larger program associated with the ASR wells operated by the City. Lastly, CCI conducted a complete round of water quality sampling and analysis on 46 of 48 PWS wells as part of an overall evaluation of the well field water quality, primarily associated with increasing salinity and chloride levels in the UFA wells.

In 2017, under PO 69007, CCI conducted evaluations on PWS wells 19 and 21, conducted pump repairs and/or replacement on wells 6T, 19, 21, conducted well rehabilitation on PWS Well 19, furnished pressure transducers for 15 PWS wells, and continued the valve replacement/wellhead upgrade program started in 2016, including work on PWS wells 6T, 14, 17, 19, 22, and 25.

Approach and Scope of Work

The scope of work included in this proposal is a continuation of the wellfield evaluation and rehabilitation work and includes conducting evaluations on PWS wells; modification and/or rehabilitation of wells; pump repair/replacement; and other well-specific tasks identified by City staff during the FY as needed. The primary and typical services that we propose to conduct include the following:

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Evaluation of Public Water Supply Wells

Wells 14 through 25 produce water from the UFA with rated capacities ranging from 1,800 to 2,400 gallons per minute (GPM). Wells 14 through 17 were installed in the early 1960's and are some of the oldest wells within the wellfield; wells 18 and 19 were installed in 1981. Wells 20 through 22 were installed in 1991, and wells 23 through 25 were installed in 1995.

Table 1 lists the well construction details for wells 14 through 25. As noted, wells 23 & 25 have not been evaluated by CCI. CCI proposes to conduct evaluations on these two (2) wells which will provide updated reports/information on all of the City's largest (highest production) PWS wells (14 through 25). Access to some of these wells requires the removal of the metal roofing assembly. This will require a crane to remove the roof and also the well pump. In addition, City staff recommended CCI evaluate PWS well 3, one of the oldest UFA wells in the City's wellfield. In general, the evaluations will be conducted by setting a test pump and conducting static and pumped geophysical logs/TV survey. A specific capacity pumping test with field water quality sampling will be conducted at the same time.

Table 1 – PWS Well Construction Details (Wells 14 through 25)

Well ID	Year Installed	Casing Diameter (inches)	Casing Material	Casing Depth[1] (Ft. BLS)	Total Depth[1] (Ft. BLS)	Design Rate[1] (GPM)	Pumping Rate[1] (GPM)	Specific Capacity[1] (GPM/Ft.)
14	1962	12	Steel	252	761	1400	2153	55
15	1964	12	Steel	262	600[2]	2100	2292	350
16	1964	12	Steel	255	600	1800	2292	230
17	1964	12	Steel	252	600	1800	2292	230
18	1981	16	Steel	254	600	2200	1824	--
19	1982	16	Steel	254	600	1800	2220	--
20	1991	16	Steel	290	602	1800	2500	485
21	1991	16	Steel	294	603	1800	1912	101
22	1991	16	Steel	293	610[3]	1800	2333	433
23	1995	16	Steel	300	600	1755	2430	115
24	1995	16	Steel	310	600	1755	2430	365
25	1995	16	Steel	300	600	1755	2430	335

Notes: 1. Based on Cocoa Well and Pump Data Tables and 2013 USGS Annual report for the Cocoa wellfield
2. Back plugged from 702 feet to 600 feet in December 2000
3. Back Plugged from 610 feet to 548 feet in September 2013
Ft. BLS – Feet below Land Surface
Yellow – indicates well evaluation completed by CCI

The specific tasks include:

1. Remove and field inspect the pump, motor and column.
2. Conduct an evaluation of each well, including:
    a. Conduct static geophysical logs, including: caliper, electric (long and short normal resistance and self-potential), gamma ray, fluid resistivity, fluid temperature and fluid velocity.
    b. Conduct dynamic (pumped) geophysical logs, including: fluid resistivity, fluid temperature and fluid velocity.
    c. Conduct static and dynamic borehole video surveys of each well.
    d. Conduct a specific capacity pumping test on each well.
3. Perform pump repairs and or replacement (as needed and based on level of repair/available budget).

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4. Re-install, adjust, flow-test the pump and disinfect the well.
5. Provide a summary memorandum of the results of the well evaluations and develop proposed recommendations for further work.

Well Pump Evaluation, Repair, and Replacement

CCI will provide as-needed pump and motor service work on PWS wells. This may be in connection with the proposed well evaluations or as standalone tasks. The specific tasks associated with pump evaluation, repair, and/or replacement include:

1. Remove and field inspect the pump, motor and column.
2. Perform pump repairs and or replacement (as needed and based on level of repair vs. replacement).
3. Re-install, adjust, flow-test the pump and disinfect the well.
4. Provide a summary memorandum of the results of the well pump work and provide recommendations for further work.

Well Modification and/or Rehabilitation

Depending on the results of the well evaluations, modification and/or rehabilitation of a select number of wells have been included in this proposal. The specific wells to be modified and/or rehabilitated include wells evaluated in previous years and/or the wells proposed for evaluation in FY 2016. Well modifications may include, back plugging of wells to address water quality concerns or installation of liner casings to repair or establish proper grout seal on the production casings. Well rehabilitation may include cleaning and redevelopment of well screens, chemical treatment, other well stimulation techniques, and re-development.

Removal of Well Pumps and Debris

This task includes providing labor, equipment and materials that may be required to remove a variety of debris inside the wells. Over the last several years, CCI has found debris in nearly 50% of the wells that we have worked on since 2011. Debris may include old pumps, old pump components, column pipe, cone strainers, wire, and other miscellaneous debris.

Discharge Piping and Wellhead Upgrades

This task includes furnishing labor and materials to replace and/or modify the discharge piping, bypass piping, check valves, pressure sustaining valves, isolation valves, and air relief valves. Services will provided on an as needed basis and based on direction from City staff.

USGS Monitoring Well C Initial Abandonment

The United States Geologic Survey (USGS) installed a multi-zone monitoring well due north of PWS Well 14 along Wewahootee Road. This well, known as Cocoa C, was originally constructed in 1965 and designed to monitor five (5) different intervals within the UFA in this part of Brevard County and within the City's wellfield. The five zones extended from 250 feet to 1,360 feet below land surface. The construction details of this monitoring well "cluster" has created a pathway for ground water with elevated salinity (chloride) in the deep portions of the UFA to migrate upward and into the production zone of the UFA utilized by the City's PWS wells. Based on discussions with the staff of

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the USGS and SJRWMD, this well can be abandoned. The abandonment of this well cluster is critical to maintaining the long term water quality of the City's wellfield. To that end, CCI is proposing to conduct initial well abandonment activities to obtain a sufficient amount of information to develop an approach and cost estimate to fully and properly abandon the well cluster. Tasks will include installing a temporary culvert along Wewahootee Road, limited land clearing to provide access to the well with a drilling rig, construction of a suitable drilling pad, and initial efforts to remove the 1-1/4" galvanized pipe of the five zones. The results of the initial abandonment efforts will be presented to the SJRWMD with the goal of obtaining cost share funding to complete the well abandonment efforts.

Team

CCI will team with qualified and very experienced water well contractors and other specialty service providers such as TV survey and geophysical logging contractors, pump evaluation and repair vendors, and chemical suppliers as needed for each task/well as shown in **Table 3**. We have worked with each of these partners in the past and propose the following team:

Table 3 - Teaming Partners

Service Provider	***Expertise***
AMPS, Inc.	Well Rehabilitation/Repairs
Freeman Well Drillers, Inc.	Well Rehabilitation/Repairs
Hausinger & Associates, Inc.	Well Rehabilitation/Repairs
Ullrich's Pitcher Pump, Inc.	Well Rehabilitation/Repairs
Advanced Borehole Services, Inc.	TV Survey/Geophysical Logging
RM Baker, LLC	TV Survey/Geophysical Logging
Hawkins Chemical Co.	Chemicals/Additives
Flowserve Corporation	Pump Services
Coast Pump	Pump Services
Goulds Corporation	Pump Services

Cost

In general, the approaches outlined above apply to each well. However, the general protocol may be modified based on the results of the initial evaluations and/or other data. The geophysical logs/TV survey will provide well-specific information which may result in the modification of the approach as needed. Since we won't know exactly what steps are needed at each well, we have proposed to conduct this work on a well-specific basis.

It is our understanding that the City plans to continue utilizing (piggy-back) our current Hydrogeologic Services Contract which we hold with the City of Palm Coast, Florida. This contract, a copy of which has been provided to City staff, is a Task Order-type contract. Our labor rates for professional services contained in the Palm Coast contract are shown in labor rate table at the end of this proposal.

In addition, CCI and our teaming partners will be providing the necessary manpower, equipment, and materials needed to carry out the work efforts proposed for each well. Project-specific billing rates for these services are detailed in the rate tables included

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with this proposal. In summary, our best estimate at this time, for overall costs the City can expect for this scope of work are listed in **Table 4**.

Table 4 - Projected Cost Summary for FY 2018 Work

Task	*Description*	*Projected Cost/Well*	*Projected Subtotal Cost*
1	PWS Well Evaluations 3, 23, & 25 (3 wells)	$25,000	$75,000
2	Well Modification/Rehabilitation (wells TBD)	$ TBD	$50,000
3	Pump Repairs/Replacement (as needed)	$ TBD	$50,000
4	Debris Removal (wells TBD)	$ TBD	$15,000
5	Valve and Piping Work (wells TBD)	$ TBD	$25,000
6	Monitoring Well C Initial Abandonment	$35,000	$35,000
		Total	**$250,000**

For budgeting purposes, we have developed engineering estimates for various well rehabilitation tasks that may be used on the wells proposed for evaluation this FY based on the findings from the well evaluations. **Table 5** outlines the estimated costs for these well rehabilitation costs. Actual costs to perform the various services will be developed once a specific approach has been determined for each well.

Table 5 – Engineering Estimates for Potential Well Rehabilitation Services

Category	*Description*	*Estimated Cost/Well*
1	Well liner installation	$30,000
2	Well acidization	$30,000
3	Back Plugging (Mobilization & Cementing up to 80 LF)	$10,000

We appreciate the opportunity to provide these services to the City of Cocoa.

Please contact either of us if you have any questions.

Sincerely

Connect Consulting, Inc.

Gary E. Eichler
Gary E. Eichler, P.G.
Principal Hydrogeologist

David S. Robertson
David S. Robertson, P.G.
Principal Hydrogeologist

Cc: David Fisher, Cocoa
Troy Howell, Cocoa
Thomas Freeman, CCI

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CITY OF PALM COAST
CONTRACT WITH CONNECT CONSULTING, INC.
FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES (RFQ-PW-U-15-12)

THIS CONTRACT made and entered into the 28th day of April, 2015 by and between the:

City of Palm Coast, Florida
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY," and:

Connect Consulting, Inc.
19505 NW 184th Terrace
High Springs, Florida 32643

a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Contractor".

The CITY and the Contractor are collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the CITY desires to retain the Contractor for the work identified in the Request for Qualifications and description of services outlined in Exhibit A; and

WHEREAS, the CITY desires to employ the Contractor for the performance to support the activities, programs, and projects of the CITY upon the terms and conditions hereinafter set forth, and the Contractor is desirous of performing and providing such services upon said terms and conditions; and

WHEREAS, the Contractor hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality services to the CITY; and

WHEREAS, all submissions submitted by the Contractor in the Qualifications/RFP submitted to the CITY are hereby incorporated to the extent not inconsistent with the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

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SECTION 1: DEFINITIONS.

Ad valorem - In proportion to the estimated value of the goods taxed.

Contract – This document and all subsequent Work Orders between the CITY and CONTRACTOR. Each Exhibit, as identified below, even if not physically attached, shall be treated as if they were part of this Contract.

Billing Period – The period of time between project commencement to the close of the current period, (inclusive); or from the close of the previous billing period, (exclusive), to the close of the current period, usually concurrent with the month. In no case shall this period be less than one calendar month except for the final Billing Period.

Bona Fide - Made or carried out in good faith; sincere.

City – The City of Palm Coast, a municipal corporation of the State of Florida holding tax exempt status.

Contractor - To include all principals of the CONTRACTOR including, but not limited to, full and part time employees, professional or otherwise, and all other agents employed by or for CONTRACTOR to perform its obligations hereunder.

Description of Services - Shall be written in paragraph form reasonably describing those services the CITY can expect the CONTRACTOR to provide. The description shall be written in such a manner that the type of service is clearly provided, but broad enough that all services reasonably expected of the CONTRACTOR, including services provided by partners, subcontractors, and other supporting professionals, can be provided to the CITY.

Designated Representative – A person who administers, reviews, and coordinates the provision of services. This definition applies equally to the CITY and to the CONTRACTOR.

Force Majeure - Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Contract is beyond the control and without the fault or negligence of the party seeking relief under this Contract.

Law - Said phrase shall include statutes, codes, rules, and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

Pari Materia – of the same matter; on the same subject. Laws pari materia must be construed with reference to each other/together when related to the same matter or subject. The provisions of a Contract are to be construed together with no isolated construction of a particular provision such that it would defeat the overall intent of the Contract.

Submittals – Any item required by this Contract that the CONTRACTOR must provide the CITY either for inclusion as part of this Contract or not.

Type of Service – Professional Hydrogeological Services.

Work Order - A detailed description of quantities, services, and a completion schedule provided issued by the CITY on it's approved form which, on occasion, may contain documents published on CONTRACTOR letterhead describing all work associated with the service to be provided by the CONTRACTOR to the CITY for an agreed price referencing this Contract by title and date.

SECTION 2: CAPTIONS.

The Section headings and captions of this Contract are for convenience and reference only and in no way define, limit, describe the scope or intent of this Contract or any part thereof, or in any way affect this Contract or construe any provision of this Contract.

SECTION 3: EXTENT OF CONTRACT/INTEGRATION/AMENDMENT.

(a) This Contract, together with the Exhibits, constitutes the entire integrated Contract between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Contract, and all the terms and provisions contained herein, including without limitation the Exhibits attached, constitute the full and complete Contract between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence, and statements, whether written or oral.

(b) This Contract may only be amended, supplemented, or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Contract shall be valid only when expressed in writing and duly signed by the parties.

(d) The Exhibits made part of this Contract are as follows:

Exhibit A -	Description of Services
Exhibit B -	Certificate of Liability Insurance
Exhibit C -	Draft City Work Order Form
Exhibit D -	ADA Form
Exhibit E -	Price Schedule
Exhibit F -	Business Tax Receipt – (City of Palm Coast)

SECTION 4: NO GENERAL CITY OBLIGATION.

(a) In no event shall any obligation of the CITY under this Contract be or constitute a general obligation or indebtedness of the CITY, a pledge of the ad valorem taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the ad valorem taxing power of the CITY.

SECTION 5: CONTRACTOR UNDERSTANDING OF SERVICES REQUIRED.

(a) Execution of this Contract by the CONTRACTOR is a representation that the CONTRACTOR is familiar with local conditions and with the services to be performed. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Contract. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Contract and to be identified in the Work Orders, and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the services.

(b) The recitals herein are true and correct and form and constitute a material part of this Contract upon which the parties have relied.

(c) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent CONTRACTOR with respect to all services performed under this Contract.

(d) Persons employed by the CONTRACTOR in the provision and performance of the services and functions pursuant to this Contract shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY'S officers and employees either by operation of law or by the CITY.

SECTION 6: GENERAL PROVISIONS.

(a) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Contract, and that it has the legal authority to enter into this Contract, and to undertake all obligations imposed on it. The person(s) executing this Contract for the CONTRACTOR certifies/certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Contract.

(b) This Contract is for professional hydrogeological services needed for the CITY'S operations as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(c) The CONTRACTOR acknowledges that the CITY may retain other Contractors to provide the same types of services for CITY projects. The CITY reserves the right to select which Contractor shall provide services for CITY projects.

(d) The CONTRACTOR acknowledges that the CITY has retained other Contractors and the coordination between said Contractors and the CONTRACTOR may be necessary from time to time for the successful completion of each Work Order. The

CONTRACTOR agrees to provide such coordination as necessary within the Scope of Services as contained in Section 12; Description of Services.

(e) The CONTRACTOR agrees to provide and ensure coordination between goods / services providers.

(f) Time is of the essence of the lawful performance of the duties and obligations contained in this Contract to include, but not be limited to, each Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Contract and each Work Order.

(g) CONTRACTOR shall maintain an adequate and competent staff or professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of each Work Order.

(h) Requirements for signing and sealing plans, reports, and documents prepared by the CONTRACTOR shall be governed by the laws and regulations of Flagler County and State Regulatory agencies.

(i) The CONTRACTOR hereby guarantees the CITY that all material, supplies, services, and equipment as listed on a Purchase Order meet the requirements, specifications, and standards as provided for under the Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the date hereof.

(j) No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the CITY.

SECTION 7: CODES AND DESIGN STANDARDS.

(a) All the services to be provided or performed by the CONTRACTOR shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any Federal, State, or local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Contract.

SECTION 8: SUBCONTRACTORS.

(a) Any CONTRACTOR proposed subcontractor shall be submitted to the CITY for written approval prior to the CONTRACTOR entering into a subcontract. Subcontractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.

(b) The CONTRACTOR shall coordinate the provision of services and work product of any CITY approved subcontractor and remain fully responsible for such services and work under the terms of this Contract.

(c) Any subcontract shall be in writing and shall incorporate this Contract and require the subcontractors to assume performance of the CONTRACTOR duties commensurately with the CONTRACTOR'S duties to the CITY under this Contract, it being understood that nothing herein shall in any way relieve the CONTRACTOR from any of its duties under this Contract. The CONTRACTOR shall provide the CITY with executed copies of all subcontracts.

SECTION 9: ASSIGNABILITY.

The CONTRACTOR shall not sublet, assign, or transfer any interest in this Contract, or claims for the money due or to become due out of this Contract to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF CONTRACT.

(a) The CONTRACTOR shall commence the provision of services as described in this Contract immediately upon execution of this Contract.

(b) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules established for the various Work Orders as described in each Work Order. However, if the CONTRACTOR is delayed at any time in the provision of services by any act or omission of the CITY, or of any employee of the CITY, or by any other CONTRACTOR employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, unavoidable casualties, or any other causes of Force Majeure not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR'S control which would not reasonably be expected to occur in connection with or during performance or provision of the services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: LENGTH OF CONTRACT.

(a) The term of this Contract is for a three (3) year period commencing on the date of full execution of this Contract by the parties.

(b) The CONTRACTOR services shall begin upon written notification to proceed by the CITY.

(c) CONTRACTOR services shall be on a work order basis and may include matters such as serving as an expert witness.

(d) Subsequent to the conclusion of the initial three (3) year term, this Contract may be renewed annually, at the City's discretion, for a maximum of two (2) additional years. Should the CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (90) days prior to the ending date.

SECTION 12: DESCRIPTION OF SERVICES.

(a) The CONTRACTOR agrees to provide professional hydrogeological services. The Description of Services is further and more specifically outlined in Exhibit A.

(b) The CONTRACTOR shall diligently and in a professional and timely manner perform and provide the services outlined herein or as included in each subsequently entered Work Order. Unless modified in writing by the parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the services pertaining to this Contract.

(c) The CITY and CONTRACTOR agree that there may be certain additional services required to be performed by the CONTRACTOR during the performance of the Work Orders that can not be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as a Change Order in accordance with Section 21. The Work Orders may contain additional instructions or provide specifications upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Contract.

SECTION 13: CONTRACTOR RESPONSIBILITIES.

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the CONTRACTOR under this Contract as well as the conduct of its staff, personnel, employees, and agents. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Contract. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) The CONTRACTOR shall furnish a Contractor Designated Representative to administer, review, and coordinate the provision of services under this Contract and each Work Order.

(c) Neither CITY review, approval, or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Contract. The CONTRACTOR shall be and shall remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR'S negligent or improper performance or failure to perform any of the services furnished under this Contract.

(d) The rights and remedies of the CONTRACTOR, provided for under this Contract, are in addition to any other rights and remedies provided by law.

(e) In the event the CONTRACTOR fails to comply with the terms and conditions of this Contract, the CITY shall notify the Contractor's Designated Representative in writing so that the CONTRACTOR may take remedial action.

(f) Time is of the essence in the performance of all services provided by the CONTRACTOR under the terms of this Contract and each and every Work Order.

(g) CONTRACTOR shall not hire/employ any independent contractors during the term of this Contract without the express written approval of the City.

SECTION 14: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR as set forth in this Section.

(b) The CITY shall furnish a City Designated Representative to administer, review, and coordinate the provision of services under each Work Order.

(c) The CITY shall make CITY personnel available where, in the CITY'S opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall furnish the CONTRACTOR with existing data, records, maps, plans, specifications, reports, fiscal data, and other engineering information that is available in the CITY'S files that is necessary or useful to the CONTRACTOR for the performance of the Work. All such documents conveyed by the CITY shall be, and remain the property of, the CITY and shall be returned to the CITY upon completion of the Work to be performed by the CONTRACTOR.

(e) The CITY shall examine all CONTRACTOR reports, sketches, drawing, estimates, Qualifications, and other documents presented to the CITY and indicate the CITY'S approval or disapproval within a reasonable time so as not to materially delay the provisions of the services of the CONTRACTOR.

(f) The CITY shall provide access to and make provisions for the CONTRACTOR to enter upon public and private lands as required for the CONTRACTOR within a reasonable time to perform work as necessary to complete the Work Order.

(g) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Contract.

(h) The CITY shall give written notice to the CONTRACTOR whenever the City Designated Representative knows of a development that affects the services provided and performed under this Contract, timing of the CONTRACTOR'S provision of services, or a defect or change necessary in the services of the CONTRACTOR.

(i) The rights and remedies of the CITY provided for under this Contract are in addition to any other rights and remedies provided by law; the CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Contract.

(j) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Contract or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Contract.

(k) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Contract, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(l) Neither the CITY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Contract nor or any cause of action arising out of the performance of this Contract and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONTRACTOR'S negligent or wrongful provision or performance of any of the services furnished under this Contract.

(m) All deliverable analysis, reference data, survey data, plans and reports, or any other form of written instrument or document that may result from the Consultant's services or have been created during the course of the CONTRACTOR'S performance under this Contract shall become the property of the CITY after final payment is made to the CONTRACTOR.

(n) In the event the CITY fails to comply with the terms and conditions of this Contract, the CONTRACTOR shall notify the City's Designated Representative in writing so that the CITY may take remedial action.

SECTION 15: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Contract, or to exercise any right or privilege granted to the CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 16: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure.

SECTION 17: STANDARDS OF CONDUCT.

(a) The Contractor warrants that it has not employed or retained any company or person, other than a Bona Fide employee working solely for the Contractor, to solicit or secure this Contract and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm other than a Bona Fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Contract.

(b) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Contract, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(c) The CONTRACTOR hereby certifies (in writing) that no undisclosed conflict of interest exists with respect to the Contract, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Contract shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Contract.

(d) The CONTRACTOR shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Contract or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(e) The CITY shall not intentionally award publicly-funded contracts to any CONTRACTOR who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A (e) of the INA shall be grounds for immediate termination of this Contract by the CITY.

(f) The CONTRACTOR shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(g) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract or violate any laws pertaining to civil rights, equal protection, or discrimination.

(h) If the CONTRACTOR or an affiliate is placed on a discriminatory vendor list, such action may result in termination by the City. The CONTRACTOR shall certify, upon request by the CITY that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

(i) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the CITY. The CONTRACTOR shall certify, upon request by the CITY, that is qualified to submit a bid under Section 287.133, Public Entity Crime, (2)(a), Florida Statutes.

(j) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

(k) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the services provided to the City. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment safety, environmental and health laws.

(l) If applicable, in accordance with Section 216.347, Florida Statutes, the CONTRACTOR shall not use funds provided by this Contract for the purpose of lobbying the Legislature, the Judicial Branch, or State Agency.

(m) The CONTRACTOR shall not publish any documents or release information regarding this Contract to the media without prior approval of the CITY.

(n) The CONTRACTOR shall ensure that all services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(o) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

SECTION 18: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:

(1) For the City:

City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

(2) For the Contractor:

Gary E. Eichler
Vice President
19505 NW 184th Terrace
High Springs, Florida 32643
561-479-8031
geichler@ix.netcom.com

(c) Written notice requirements of this Contract shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Contract.

SECTION 19: DESIGNATED REPRESENTATIVES.

(a) The City Manager, or his designated representative, represents the CITY in all matters pertaining to and arising from the work and the performance of this Contract.

(b) The City Manager or his designated representative shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY knows of a defect or change necessary in the project; and

(c) Until further written notice, the City's Designated Representative for this Contract is:

City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164
Telephone Number: (386) 986-3700

(d) Prior to start of any work under this Contract, the CONTRACTOR shall submit to the CITY detailed resumes of key professional personnel that will be involved in performing services described in the work. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONTRACTOR desires to change key professional personnel in an active assignment, it shall submit the Qualifications of the new professional personnel to

the CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

(e) Until further written notice, the Contractor's Designated Representative for this Contract is:

Gary E. Eichler
Vice President
19505 NW 184th Terrace
High Springs, Florida 32643
561-479-8031
geichler@ix.netcom.com

SECTION 20: WORK ORDERS.

(a) The provision of services to be performed under this Contract may commence immediately upon the execution of this Contract or a Work Order as directed and determined by the CITY. Services to be provided by the CONTRACTOR to the CITY shall be negotiated between the CONTRACTOR and the CITY. Each Work Order shall reference this Contract by title and date, include a detailed description of quantities, services, and a completion schedule, and will be provided on CONTRACTOR letterhead. Services described in said Work Order will commence upon the issuance of a CITY Notice-To-Proceed.

(b) If the services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONTRACTOR shall perform all services required by the Work Order but in no event shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(c) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedule established for the various Work Orders described in the Work Order.

(d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(e) For Work Orders issued on a "Fixed Fee Basis," the CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the CITY determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The CITY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

SECTION 21: CHANGE ORDERS.

(a) The CITY may revise the Description of Services set forth in any particular Work Order.

(b) Revisions to any Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Contract and the appropriate Work Order number. The Change Orders may contain additional instructions or provisions specific upon certain aspects of this Contract pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Contract. An Contract between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR schedule.

(c) If instructed by the CITY, the CONTRACTOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONTRACTOR, the CONTRACTOR may be entitled to additional compensation. The CONTRACTOR must submit for CITY approval a revised Qualification with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by Change Order to the Work Order.

SECTION 22: COMPENSATION.

(a) Compensation to the CONTRACTOR for the services performed on each Work Order shall be as set forth the Work Order/Change Order.

(b) The CITY shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each Work Order.

(c) Work performed by the CONTRACTOR without written approval by the City's Designated Representative shall not be compensated. Any work performed by the CONTRACTOR without approval by the CITY is performed at the CONTRACTOR'S own election.

(d) In the event the CITY fails to provide compensation under the terms and conditions of this Contract, the CONTRACTOR shall notify the City's Designated Representative in order that the CITY may take remedial action.

(e) Pricing has been calculated based on the current prices for the goods and/or services that are the subject of. However, the market for the goods and/or services that pertain to this Contract may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The CONTRACTOR agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this Contract which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this Contract, the CITY agrees, upon written request from the CONTRACTOR, to consider a reasonable adjustment to the prices set forth in this Contract based upon the following index: Engineering News Record, Construction Cost Index, etc.. Any claim by the CONTRACTOR for a price increase, as provided above, shall state, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the CITY. Only one (1) such request from the CONTRACTOR will be considered in each calendar year period. The decision of the CITY shall be final and non-appealable.

(f) Expiration of the term of this Contract shall have no effect upon purchase orders/work orders issued pursuant to this Contract and prior to the expiration date.

SECTION 23: INVOICE PROCESS.

(a) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing all services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Contract.

(b) Invoices which are in an acceptable form to the CITY and without disputable items will be processed for payment within thirty days of receipt by the CITY.

(c) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen days of receipt by the CITY with an explanation of the deficiencies.

(d) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR'S invoices.

(e) Each invoice shall reference this Contract, the appropriate Work Order and Change Order, if applicable, and the billing period.

(f) The Florida Prompt Payment Act shall apply when applicable.

(g) Invoices are to be forwarded directly to:

Finance Director
City Hall
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

SECTION 24: TERMINATION OF CONTRACT.

(a) The CITY may terminate this Contract or any Work Order for convenience at any time for one or more of the reasons as follows:

(1) If, in the CITY'S opinion, adequate progress under a Work Order is not being made by the CONTRACTOR; or

(2) If, in the CITY'S opinion, the quality of the services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, the requirements of Federal or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

(b) In the event of any of the causes described in this Section, the City's Designated Representative may send a certified letter requesting that the CONTRACTOR show cause why the Contract or any Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within fourteen calendar days of the receipt of the letter, the CITY may consider the CONTRACTOR to be in default, and may immediately terminate this Contract or any Work Order in progress under this Contract.

(c) In the event that this Contract or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Contract or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Contract without any recourse by the CONTRACTOR.

SECTION 25: TERMINATION BY CONTRACTOR FOR CAUSE.

(a) The CONTRACTOR may terminate this Contract if:

(1) The CITY materially fails to meet its obligations and responsibilities as contained in Section 14; City Rights and Responsibilities; or

(2) The CITY fails to pay the CONTRACTOR in accordance with this Contract.

(b) In the event of either of the causes described in Subsection (a), the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONTRACTOR within fourteen calendar days of the receipt of said show cause notice, the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Contract.

SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirely without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CITY to be in the public interest, provided that thirty calendar days prior written notice is given to the CONTRACTOR of the CITY'S intent to terminate.

(b) In the event that this Contract is terminated, the CITY shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Contract.

(c) This Contract will remain in full force and effect as to all authorized Purchase Order(s)/Work Order(s) that is/are to be continued to completion.

SECTION 27: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Contract or any Work Order is terminated or canceled prior to final completion payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.

SECTION 28: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.

SECTION 29: SUSPENSION.

(a) The performance or provision of the CONTRACTOR services under any Work Order under this Contract may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR'S services hereunder, the CITY shall so notify the CONTRACTOR in writing. Such suspension becoming effective upon the date stated in the notice. The CITY shall pay to the CONTRACTOR within thirty days all compensation which has become due to and payable to the CONTRACTOR to the effective date of such

suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of services unless and until the City's designated representative notifies the CONTRACTOR in writing that the provision of the services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

(c) Upon receipt of written notice from the CITY that the CONTRACTOR'S provision of services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.

SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Contract, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 31: SEVERABILITY.

(a) If any term, provision or condition contained in this Contract shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Contract shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Contract shall be read and applied in Pari Materia with all other provisions hereof.

(c) Violation of this Contract by the CONTRACTOR is recognized by the parties to constitute irreparable harm to the CITY.

SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION.

(a) This Contract is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Contract shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

(c) This Contract is the result of bona fide arms length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Contract shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 33: INDEMNITY.

(a) CONTRACTOR shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Contract.

(b) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

(c) In claims against any person or entity indemnified under this Section by an employee of the CONTRACTOR or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(d) The execution of this Contract by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision in this Contract; however, the CONTRACTOR must also comply with the provisions of this Contract relating to insurance coverages.

(e) The CITY acknowledges and agrees that this contract is subject to section 558.0035, Florida Statutes which provides that individual design professionals employed by the engineer or an agent of the engineer may not be individually liable for economic damages resulting from negligence occurring within the course and scope of professional services performed in accordance with the terms and conditions of this agreement provided certain statutory conditions are satisfied.

SECTION 34: INSURANCE.

(a) The CONTRACTOR shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker Compensation insurance for all employees engaged in the work under this Contract in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:

$500,000 Each Accident
$500,000 Disease Each Employee
$500,000 Disease (Policy Limit)

(2) Comprehensive General Liability: The CONTRACTOR shall provide coverage for all operations including, but not limited to, contractual, independent CONTRACTOR, products and complete operations and personal injury with limits not less than the following:

$1,000,000 Bodily Injury & Property Damage - each occurrence
$2,000,000 General Aggregate

(3) Comprehensive Business Automobile Liability: The CONTRACTOR shall provide complete coverage with a combined single limit of not less than $1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

(4) Professional Liability: The Contractor shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting the Contractor against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the Contractor.

(5) Other Required Insurance Coverage: Where unusual operations are necessary to complete the work, such as use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the CITY which may, thereupon, required additional insurance coverage's.

(b) All insurance other than Workers Compensation and Professional Liability that must be maintained by the CONTRACTOR shall specifically include the CITY as an additional insured. All insurance minimum coverage's extend to any subcontractor, and the CONTRACTOR shall be responsible for all subcontractors.

(c) The CONTRACTOR shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Contract. These Certificates of Insurance shall become part of this Contract. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR'S full responsibility for performance of any obligation including the CONTRACTOR'S indemnification of the CITY under this Contract. If, during the period which an insurance company is providing the insurance coverage required by this Contract, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Contract. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the CITY, the CONTRACTOR shall be deemed to be in default of this Contract.

(d) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the City by submission of a new Certificate of Insurance.

(g) The CONTRACTOR shall provide Certificate of Insurance directly to the City's Designated Representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification required by this Contract.

(f) Nothing in this Contract or any action relating to this Contract shall be construed as the CITY waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

(g) The CITY shall not be obligated or liable under the terms of this Contract to any party other than the CONTRACTOR. There are no third party beneficiaries to this Contract.

(h) The CONTRACTOR is an independent Contractor and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Contract.

(i) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts, and other evidence directly related to its provision or performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five years after the completion of the provision or performance services under this Contract and date of final payment for said services, or date of termination of this Contract.

(c) The City reserves the right to unilaterally terminate this Contract if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Contract.

(d) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(e) In addition to the above, if Federal, State, County, or other entity funds are used for any services under this Contract, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, City of Palm Coast, or the County of Flagler, or any representative, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to services provided or performed under this Contract for purposes of making audit, examination, excerpts, and transcriptions.

(f) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Contract, the CONTRACTOR shall refund such overpayment to the CITY within thirty days of notice by the CITY of the request for the refund.

(g) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(h) The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

SECTION 37: COUNTERPARTS.

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 38: SUBMITTALS.

The following are items the CONTRACTOR must submit to the CITY as stated in this Contract:

1 Description of Services; Section 12.
2 Worker compensation insurance for all employees; Section 34, Paragraph (a) (1)
3 Certificates of Liability Insurance; Section 34, Paragraph (c)
4 American with Disabilities Act; Section 17, Paragraph (f)
5 Price Schedule
6 Business Tax Receipt (If applicable)

This Contract describes each item listed above in detail. All provided to the CITY must be accurate and updated certifying the CONTRACTOR is proceeding correctly.

SECTION 39: EXHIBITS.

Each Exhibit referred to and attached to this Contract is an essential part of this Contract. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

ATTEST/WITNESS:

By: X _____

Date: 4/20/2015

CONNECT CONSULTING, INC.

By: X Barbara J Butt
Authorized Corporate Officer

Date: 4-20-2015

ATTEST:

By: Virginia Smith
Virginia Smith, City Clerk

Date: 4/28/15

CITY OF PALM COAST

By: _____
Jim Landon, City Manager

Date: 4/28/15

Approved by (Signature and date):

4/8/15
4/8/15
4/28/15
4/1/15

Responsible Department Director
City Finance
PCMD
City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/20/2015

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

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

PRODUCER
Michael J Hall & Company
A&E Professional Insurance Program Inc
19660 10th Ave NE
Poulsbo WA 98370

CONTACT NAME: Michael J Hall & Company
PHONE (A/C, No, Ext): 360-598-3700 **FAX (A/C, No):**
E-MAIL ADDRESS: certificates@hallandcompany.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : The Travelers Indemnity Company of	25682
INSURER C : Travelers Property Casuality Compan	25674
INSURER D : Underwriters at Lloyd's, London	15792
INSURER E :	
INSURER F :	

INSURED
467
Connect Consulting Inc
19505 NW 184th Terrace
High Springs FL 32643

COVERAGES **CERTIFICATE NUMBER:** 1082103893 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			52SBMNL0852	9/28/2014	9/28/2015	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
	X OCP/XCU/BFPD						PERSONAL & ADV INJURY	$2,000,000
	X Separation Insds						GENERAL AGGREGATE	$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
								$
B	AUTOMOBILE LIABILITY			BA9715R297	9/28/2014	9/28/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			52SBMNL0852	9/28/2014	9/28/2015	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			UB7603Y312	9/28/2014	9/28/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liab: Claims Made			1125353093/014	9/28/2014	9/28/2015	$1,000,000 Per Claim $1,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder(s) is/are an Additional Insured on the Commercial General Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. The Commercial General Liability insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, Auto Liability, Umbrella / Excess Liability and Workers Compensation / Employers Liability in favor of the Additional Insured.

CERTIFICATE HOLDER

City of Palm Coast, FL
160 Cypress Point Parkway #B-106
Palm Coast FL 32164

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ashley L Hall

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Billing Rate Tables

Professional Labor Rates

Category	*Rate ($/hr.)*
Principal/IT Specialist	150
Principal/Sr. Hydrogeologist/Professional Geologist	150
Sr. Professional Engineer	130
Sr. Hydrogeologist/Ground Water Modeler	130
Field Professional Geologist/Engineer	120
Graphics Specialist	95
Junior Engineer/Geologist	95
Field Technician	95
Office Support	70

Service Provider Rates

Category	*Rate($)*	*Unit*
Licensed Well Driller	135	Hr.
Drillers Helper	56	Hr.
Geophysical Logging Services	3,500	Event
Borehole Video Survey Services	1,800	Event

Equipment Rates

Equipment	*Rate ($/day)*
Drill Rig (1500)	1700
Boom Truck	1200
Pump Hoist	1100
Welding Machine	1000
Air Compressor	1000
Jetting Rig	1500
Acid Surge Tank(s)	220
Light Tree	600
Support Trucks	600
Test Pump(50-200GPM)	350
Test Pump(200-500GPM)	875
Test Pump(>500GPM)	1250

Material Rates

Materials	*Rate ($/item)*
HCL w/ metal inhibitor	225/55 gal. drum
HCL w/o metal inhibitor	200/55-gal. drum
Sodium Hypochlorite	10.00/gal.
Calcium Hypochlorite (HTH)	10.00/lb.
Other Materials not Listed	Cost +10%

North Florida Office · 19505 N.W. 184th Terrace · High Springs, Florida 32643 · 561-479-8031
Central Florida Office · 8358 N.W. 137th Avenue · Morriston, Florida 32668 · 904-753-0000
South Florida Office· 1907 Commerce Lane, Ste. 104 · Jupiter, Florida 33458 · 561-758-2475

EXHIBIT A
Description/Scope of Services

The City requires professional hydrogeological services related to water supply planning and development, Water/Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydrogeological and construction oversight services and turn-key design/construction services to permit, design/construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps. Professional services may include, but shall not be limited to, the following areas:

1. Water Supply
   - A. Water source development
   - B. Supply and monitoring well design and construction
   - C. Supply well, aquifer performance tests
   - D. Water quality analysis and evaluation
   - E. Potable and Non-Potable ASR
   - F. Supply well repairs and rehabilitation (for both confined surficial, gravel pack screen wells and open hole, upper Floridan wells)

2. General Utility
   - A. Emergency well field power
   - B. Ordinance review and development
   - C. Grants and other financial opportunities related to water supply

3. Permitting
   - A. Consumptive Use Permit
   - B. DEP Operating Permits
   - C. SJRWMD Permitting
   - D. Reuse Permitting
   - E. ASR/DIW permitting
   - F. Operation and Maintenance Performance Reports
   - G. County/local Permitting

4. Construction Administration
   - A. Pre-construction conferences
   - B. Shop drawing reviews
   - C. Change Order development
   - D. Testing process
   - E. Construction observation
   - F. Certification process
   - G. Record Drawing development

Work will be awarded on a project by project basis consistent with the CCNA provisions that may include any or all of the previously stated services not specifically mentioned. Proposers may hire sub-consultants to be used for portions of the required services; however, the proposer

shall be responsible for all the work performed. The contract amount for services on any single project or task order will not exceed the limit set forth by Statute, and will comply with CCNA provisions relating to continuing contracts and will strictly follow the City Purchasing Policy. All agreement(s) shall be governed by and construed in accordance with the laws of the State of Florida

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	17-451	**Version:**	1	**Name:**	Resolution for Florida City Government Week
Type:	Resolution			**Status:**	Council Busines
File created:	10/10/2017			**In control:**	City Council
On agenda:	10/24/2017			**Final action:**	
Title:	Resolution for Florida City Government Week. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Government Week Resolution.pdf Florida City Government Week.pdf				

Date	Ver.	Action By	Action	Result

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RESOLUTION NO. 2017-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 23-29, 2017, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES; PROVIDING FOR REPEAL OF PRIOR INCONSISTENTRESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

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

Section 1. That the City of Cocoa encourages all citizens, city government officials and employees to participate in events that recognize and celebrate Florida City Government Week.

Section 2. That the City of Cocoa encourages educational partnerships between city government and schools, as well as civic groups and others organizations.

Section 3. That the City of Cocoa supports and encourages all Florida city governments to actively promote and sponsor Florida City Government Week.

SECTION 4. This Resolution shall take effect upon adoption.

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

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

RICK SCOTT
GOVERNOR

FLORIDA CITY GOVERNMENT WEEK

WHEREAS, city government is the government closest to most citizens, and often has direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of this level of government and the importance of volunteering in their community; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects, volunteer opportunities and information; and

WHEREAS, Florida City Government Week offers an important opportunity to convey to all the citizens of Florida that they can shape and influence government through their civic involvement and positively impact lives by civic engagement;

NOW, THEREFORE, I, Rick Scott, Governor of the State of Florida, do hereby extend greetings and best wishes to all observing October 23-29, 2017, as *Florida City Government Week.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed at Tallahassee, the Capital, this 12th day of October, in the year two thousand seventeen.

Governor

@FLGovScott

THE CAPITOL
TALLAHASSEE, FLORIDA 32399 • (850) 717-9249

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Legislation Details (With Text)

File #:	17-382	**Version:**	1	**Name:**	
Type:	Report			**Status:**	City Business
File created:	8/24/2017			**In control:**	City Council
On agenda:	10/24/2017			**Final action:**	

Title: To award Bid #B-17-13-COC, Project SW17CS, Nutrient Removal Baffle Box at Church Street to D.P. Development of the Treasure Coast, LLC of Cocoa and Pompano Beach; Approve the use of Stormwater Reserve Funds; Approve a resolution amending the 2018 budget; Authorize a contingency of $30,000 (not to be included in the purchase order when issued); and Approve the authorization of the City Manager to approve change orders up to $30,000. (Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments: CO082 Bid Tabulation
00500 Signed Agreement DPE Baffle Box
Change Order Resolution
Budget Resolution FY 2018
BAF-PW-Baffle Box (10-24-17)~ Agenda 17-382-FY18.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 9, 2017
Agenda Date: October 24, 2017
Prepared By: Michael Giorgio, Division Manager
Through: Everett Wegerif P.E. Public Works Director/City Engineer
Requested Action:
To award Bid #B-17-13-COC, Project SW17CS, Nutrient Removal Baffle Box at Church Street to D.P. Development of the Treasure Coast, LLC of Cocoa and Pompano Beach; to approve the use of Stormwater Reserve Funds, approve a resolution amending the 2018 budget, authorize a contingency of $30,000 (not to be included in the purchase order when issued) and approve the authorization of the City Manager to approve change orders up to $30,000

BACKGROUND:

The City of Cocoa is bordered to the east by the Indian River Lagoon. The Indian River Lagoon is a vital estuary for a variety of marine life as well as a recreational amenity that serves the region with boating and fishing activities. The majority of the storm drainage systems east of US-1 in the city carry stormwater and runoff debris directly into the lagoon. The City of Cocoa has taken several steps to reduce the amount of harmful nutrients from entering the IRL including a summertime ban on certain fertilizers, regular sweeping of streets. The City has completed projects to help filter out or

treat stormwater before it enters the Indian River such as the Bracco Reservoir System, PaveDrain System on Florida Avenue and the Factory Street Retention Pond. The proposed baffle box will treat water that flows through a 60" diameter pipe that collects stormwater runoff from the south end of Cocoa Village and the Heart of Cocoa areas. Water currently flows directly to the Indian River Lagoon some, without any treatment. The proposed project will allow removal of solids and nutrients from this runoff.

Bidding documents for the nutrient-removing baffle box were prepared by the city's Stormwater Engineering consultant QLH, now Meade and Hunt. Three bids were received and the Stormwater Consultant has recommended award of the base bid to DP Development of the Treasure Coast, LLC, the low bidder, in the amount of $297,407.

Bids were not awarded in FY 2017, when the project was originally anticipated to occur, and funds were budgeted. Because no actual work would have been accomplished in FY 2017, the project was deferred until FY 2018. The entire amount of the bid award will now come from FY 2018 funds, which were not budgeted and will need to be funded from Stormwater Utility reserves.

The City has received a grant from the St. Johns River Water Management District in the amount of $56,634 which will offset some of the costs. City Staff also proposes to apply for a grant from the Save Our Indian River Lagoon program in the eligible amount estimated at $20,000. If the SOIRL grant is successfully awarded, a budget amendment will come before City Council for consideration for the fiscal year 2018 budget to reflect additional revenue.

Stormwater Utility staff requests council award the bid, approve Budget Amendment necessary to fund the project in an amount of $297,407 plus change order amount of up to $30,000 in a total amount of $327,707

STRATEGIC PLAN CONNECTION:

Installing this Nutrient Removal Baffle Box will help protect the Indian River Lagoon from harmful nutrients

BUDGETARY IMPACT:

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

The estimated project total for FY18 is $297,407 with a $30,000 Contingency for a total of $327,407.

FY 2018

Amount Requested	$327,407
Account Number	423-3570-538.63-00
Account Name	Stormwater Infrastructure Project SW17CS

Source of Funds: 423-0000-389.99-50

- St. Johns River Management District Grant: $56,634 which has been awarded,
- Estimated use of Stormwater Reserves is $327,407

Depending on the progress of the project in FY2018 and the eligibility of an additional $20,000 grant with Save Our Indian River Lagoon.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To award Bid #B-17-13-COC, Project SW17CS, Nutrient Removal Baffle Box at Church Street to D.P. Development of the Treasure Coast, LLC of Cocoa and Pompano Beach; to approve the use of Stormwater Reserve Funds, approve a resolution amending the 2018 budget, authorize a contingency of $30,000 (not to be included in the purchase order when issued) and approve the authorization of the City Manager to approve change orders up to $30,000

BID TABULATION
CITY OF COCOA - NUTRIENT REMOVAL BAFFLE BOX AT CHURCH STREET
BID NO. B-17-13-COC

				DP DEVELOPMENT OF THE TREASURE COAST, LLC COCOA, FL		FLORIDA SITE CONTRACTING VERO BEACH, FL		JOBEAR CONTRACTING, INC. PALM BAY, FL	
Item	**Description**	**QTY.**	**UNIT**	**UNIT COST**	**TOTAL**	**UNIT COST**	**TOTAL**	**UNIT COST**	**TOTAL**
1	Mobilization (< 5% of total bid)	1	LS	$ 14,200.00	$ 14,200.00	$ 18,000.00	$ 18,000.00	$ 11,380.00	$ 11,380.00
2	Preconstruction Video	1	LS	$ 200.00	$ 200.00	$ 800.00	$ 800.00	$ 525.00	$ 525.00
3	Soil/Erosion Control	1	LS	$ 1,550.00	$ 1,550.00	$ 2,500.00	$ 2,500.00	$ 5,100.00	$ 5,100.00
4	Field Locate, Expose & Survey Utilities	1	LS	$ 650.00	$ 650.00	$ 1,000.00	$ 1,000.00	$ 12,000.00	$ 12,000.00
5	Traffic Control	1	LS	$ 7,600.00	$ 7,600.00	$ 22,000.00	$ 22,000.00	$ 16,046.00	$ 16,046.00
6	Demolition/Clearing/Grubbing	1	LS	$ 4,200.00	$ 4,200.00	$ 17,100.00	$ 17,100.00	$ 18,465.00	$ 18,465.00
7	Water Main Relocation	1	LS	$ 21,725.00	$ 21,725.00	$ 22,000.00	$ 22,000.00	$ 35,768.51	$ 35,768.51
8	Nutrient Removal Baffle Box	1	LS	$ 158,200.00	$ 158,200.00	$ 179,300.00	$ 179,300.00	$ 202,853.97	$ 202,853.97
9	Storm Pipe								
	a. 18” RCP (196 LF shown on plans, S.O.P.)	206	LF	$ 60.00	$ 12,360.00	$ 82.00	$ 16,892.00	$ 114.00	$ 23,484.00
	b. 15” RCP (7 LF S.O.P.)	10	LF	$ 47.00	$ 470.00	$ 143.00	$ 1,430.00	$ 110.00	$ 1,100.00
	c. 12” RCP (20 LF S.O.P.)	25	LF	$ 87.00	$ 2,175.00	$ 143.00	$ 3,575.00	$ 105.00	$ 2,625.00
10	Storm Structures								
	a. Junction Box	3	EA	$ 3,775.00	$ 11,325.00	$ 7,660.00	$ 22,980.00	$ 8,130.00	$ 24,390.00
11	4" Thick Concrete Sidewalk (392 SF S.O.P.)	415	SF	$ 5.80	$ 2,407.00	$ 7.50	$ 3,112.50	$ 9.50	$ 3,942.50
12	6" Thick Concrete (Driveway) (132 SF S.O.P.)	140	SF	$ 8.00	$ 1,120.00	$ 7.50	$ 1,050.00	$ 10.00	$ 1,400.00
13	Paver Sidewalk (42 SF S.O.P.)	50	SF	$ 36.00	$ 1,800.00	$ 30.00	$ 1,500.00	$ 12.00	$ 600.00
14	Concrete – Curb (96 LF S.O.P.)	115	LF	$ 25.00	$ 2,875.00	$ 30.00	$ 3,450.00	$ 20.00	$ 2,300.00
15	Roadway Repair (391 SY S.O.P.)	410	SY	$ 60.00	$ 24,600.00	$ 64.00	$ 26,240.00	$ 50.00	$ 20,500.00
16	Asphalt Mill/Overlay (903 SY S.O.P.)	950	SY	$ 20.00	$ 19,000.00	$ 24.50	$ 23,275.00	$ 40.00	$ 38,000.00
17	Signage/Marking - Thermoplastic Pavement Marking	1	LS	$ 2,150.00	$ 2,150.00	$ 6,000.00	$ 6,000.00	$ 3,000.00	$ 3,000.00
18	Sodding/Mulch	500	SF	$ 2.00	$ 1,000.00	$ 4.00	$ 2,000.00	$ 0.25	$ 125.00
19	Layout/As-Builts	1	LS	$ 7,600.00	$ 7,600.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
20	Post Construction Video	1	LS	$ 200.00	$ 200.00	$ 500.00	$ 500.00	$ 525.00	$ 525.00
	TOTAL BASE BID				**$ 297,407.00**		**$ 379,704.50**		**$ 429,129.98**
	Bid Alternate #1				**$ 287,207.00**		**$ 369,634.50**		**$ 419,629.98**
	Bid Alternate #2				**$ 296,247.85**		**$ 377,134.50**		**$ 425,815.01**
	Bid Alternate #3				**$ 286,647.85**		**$ 367,634.50**		**$ 416,815.01**

FORM OF AGREEMENT
BID NO. B-17-13-COC
CITY OF COCOA

This Agreement made and entered into on the _____ day of _____, 20____ by and between DP Development of the Treasure Coast LLC, hereinafter called the contractor and the City of Cocoa, a municipal cooperation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City.

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

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

ARTICLE 2. COMMENCEMENT AND COMPLETION - The Contractor will be required to commence work under this contract within **ten (10)** calendar days after the date of receipt by him of Notice to Proceed or Purchase Order, and substantially complete the work within **one hundred twenty (120)** days and totally complete all work in its entirety within **one hundred fifty (150)** days of Notice to Proceed or Purchase Order.

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

Two hundred ninety-seven thousand four hundred seven and 00/100 dollars
(Written in Words)

$297,407.00
(In Figures)

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

ARTICLE 5. THE CONTRACT DOCUMENTS - The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement,

Performance/Payment Bond, and Drawings form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. Unless otherwise provided in the Contract Documents, any conflicts between the aforementioned documents shall be resolved in order of priority established in the City of Cocoa's purchasing manual at the time this Agreement is executed by both parties.

ARTICLE 6. LIABILITY INSURANCE -

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

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

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

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

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

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

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

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

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

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

ARTICLE 7. PERFORMANCE/PAYMENT BOND - The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ 297,407.00 with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract. The City shall not be responsible for the cost of complying with the City's requirement to supply any bond.

ARTICLE 8. ACCEPTANCE AND FINAL PAYMENT - Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such

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

ARTICLE 9. ATTORNEY FEES AND COSTS - Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

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

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

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

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

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

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

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

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

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

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

ARTICLE 20. **DEFAULT BY CONTRACTOR**

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

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

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

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

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

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

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

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

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

ARTICLE 22. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

ARTICLE 26. **ASSIGNMENT**

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

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

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

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

ARTICLE 27. **PUBLIC RECORDS**

(a) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC**

RECORDS AT: (321) 433-8484; cshealy@cocoafl.org; City Clerk's Office, 65 Stone Street, Cocoa, FL, 32922.

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

CONTRACTOR

Signed and sealed by the Contractor in the presence of:

BY _____
(CONTRACTOR)

ATTEST: _____

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY: _____
(City Manager)

ATTEST: _____

RESOLUTION NO. 2017-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONTRACT RELATED TO THE CONSTRUCTION OF THE NUTRIENT REMOVAL BAFFLE BOX AT CHURCH STREET (SW17CS) IN THE AMOUNT OF $327,407, INCLUSIVE OF A $30,000 CONTIGENCY SET ASIDE FOR CHANGE ORDERS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract related to the completion of the roof reconstruction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A). Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract related construction of the Nutrient Removal Baffle Box at Church Street (SW17CS) in the amount of $327,407, inclusive of a $30,000 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B). Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

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

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

RESOLUTION NO. 2017-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2018; 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, 2017, and ending on September 30, 2018, at a Special meeting held on September 25, 2017; 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 2017-2018 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

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

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3570 | DATE PREPARED: 10/19/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 327,407	423-0000-389.99-50		RESERVES	$ 566,362	$ 566,362	$ 893,769	$ 893,769
$ 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
$ 327,407	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 327,407	423-3570-538.63-00	SW17CS	INFRASTRUCTURE	$ 760,414	$ 760,414	$ 1,087,821	$ 1,082,821
$ 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
$ 327,407	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Originally budgeted in FY17, however bids were not awarded. No work was completed in FY17 and this project was not re-budgeted for FY18. Agenda 17-382.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 10/24/17 *RESOLUTION #:*

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

10/19/17	Lora Howell — Digitally signed by Lora Howell Date: 2017.10.19 10:02:02 -04'00'	10/19/17	Lea Taylor — Digitally signed by Lea Taylor Date: 2017.10.19 13:37:39 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/19/17	Matthew Fuhrer — Digitally signed by Matthew Fuhrer DN: cn=Matthew Fuhrer, o=City of Cocoa, ou=City Manager's Office, email=mfuhrer@cocoafl, c=US Date: 2017.10.19 12:18:47 -04'00'	10/19/17	Lora Howell — Digitally signed by Lora Howell Date: 2017.10.19 13:41:48 -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 #:	17-440	**Version:** 1	**Name:**	Heart of Cocoa Meeting Room
Type:	Resolution		**Status:**	City Business
File created:	10/4/2017		**In control:**	City Council
On agenda:	10/24/2017		**Final action:**	
Title:	Award Bid # B-17-17-COC, Heart of Cocoa Meeting Room, Project CP1501, to C&D Construction, of Cocoa, FL for $156,875; Authorize the City Manager to execute the contract documents with C&D Construction; Approve a Budget Resolution amending the FY18 Budget to use Fund Balance Reserves to cover additional impact fees and possible change orders associated with the construction; Approve a Contingency Resolution to all change orders up to $18,125. (Public Works Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	B-17-17-COC Tabulation Sheet Form of Agreement (Section 500) - Heart of Cocoa Meeting Room Contingency Tracking Worksheet CP1501 Heart of Cocoa Meeting Room Meeting room City impact fee schedule Heart of Cocoa Meeting Room budget projection Resolution $3125 Change Order Authorization.pdf 2018 Budget Resolution FY 2018 BAF-PW-MeetingRoom (10-17-17) 17-440.pdf Heart of Cocoa Meeting Room Plans.pdf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 4, 2017
Agenda Date: October 24, 2017
Prepared By: Charlene Neuterman, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
Award Bid # B-17-17-COC, Heart of Cocoa Meeting Room, Project CP1501, to C&D Construction, of Cocoa, FL for $156,875. Authorize the City Manager to execute the contract documents with C&D Construction. Approve a Budget Resolution amending the FY18 Budget to use Fund Balance Reserves to cover additional impact fees and possible change orders associated with the construction. Approve a Contingency Resolution to all change orders up to $18,125.

BACKGROUND:

In Fiscal Year 2015, Public Works Staff was directed to contract with an architect to design a meeting room in the Heart of Cocoa to accommodate community groups and potential meetings. In January

2015, the City contracted with Architects RZK to design this building. Upon completion of design, the City went to bid on the construction. On two separate occasions, the City opened bids for the project and each time the bids came in much higher than the amount budgeted by the City.

Minor changes were made to the design to bring the drawings to the current 2016 Florida Building Codes. The project was again budgeted in Fiscal Year 2018 and Staff prepared bid packages for another bid opening on August 17, 2017.

Bids for the subject offering were opened on August 17, 2017. Purchasing sent out four hundred thirty-four (434) invitations and notifications to bid and received two (2) responses from thirteen (13) plan holders.

The apparent low bidder is C&D Construction, Inc. of Cocoa, FL. Staff recommends awarding the bid to C&D Construction in the amount of $156,875.

Staff requests approval of a contingency resolution to allow change orders and City fees up to $18,125. Staff requests approval of a budget resolution amending the FY18 Budget to use Fund Balance Reserves to cover additional impact fees and possible change orders associated with the construction. This will bring the total amount to the Fiscal Year 18 budget for this project to $175,000. The Public Works Department will pay the City impact fees and the contractor will cover the costs associated with County impact fees and FPL connection fees.

Staff requests authorization for the City Manager to execute the contract documents.

STRATEGIC PLAN CONNECTION:

The Heart of Cocoa Meeting Room will provide a facility for community residents and groups to meet and discuss community needs. This will help foster relationships between City leaders/staff and the community to work together to raise the quality of life of the residents of Cocoa, Florida.

BUDGETARY IMPACT:

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

Amount Requested	$160,000
Account Number	301-3580-519-62-00_
Account Name	Capital Projects Building_
Project	CP1501

Source of Funds: __X General Fund Revenue

Amount Requested	$15,000
Account Number	301-0000-389-99-50

Account Name	Fund balance appropriations - reserves
Amount Requested	$15,000
Account Number	301-3580-519-62-00
Account Name	Capital Projects - Building
Project	CP1501

Budget: $156,875 - Construction Contract
$ 18,125 - Contingency for project-related costs
Total $175,000

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Award Bid # B-17-17-COC, Heart of Cocoa Meeting Room, Project CP1501, to C&D Construction, of Cocoa, FL for $156,875. Authorize the City Manager to execute the contract documents with C&D Construction. Approve a Budget Resolution amending the FY18 Budget to use Fund Balance Reserves to cover additional impact fees and possible change orders associated with the construction. Approve a Contingency Resolution to all change orders up to $18,125.

.

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: Thursday, August 17, 2017

BID NUMBER: B-17-17-COC HEART OF COCOA MEETING ROOM

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form Total Base Bid	00300 Bid Form Site Alternate Bid	Receipt of Addendum	00311 Exceptions	00312 References	00320 Bidder's Qualifications	00330 Listing of Subcontractors	00410 Bid Bond	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	00620 Certificate of Corporate Principal	00650 Certificate of Liability Insurance	00660 Affidavit Regarding Workman's Comp.	00665 Certificate of Insurance for Worker's Comp.	00675 Trench Safety
Parkit Construction, Inc. PO Box 120278 West Melbourne, FL 32912	Y	YTB	Y	Y	Y	$ 161,400.00	$26,066.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
C&D Construction, Inc. 395 S. Range Rd. Cocoa, FL 32926	Y	YTB	Y	Y	Y	$ 156,875.00	$35,000.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

SECTION 00500

FORM OF AGREEMENT – Bid No. B-17-17-COC
Heart of Cocoa Meeting Room

This Agreement made and entered into on the 26th day of July 2016, by and between C&D Construction, Inc., 395 S. Range Road, Cocoa, Florida, hereinafter called the contractor and the City of Cocoa, a municipal cooperation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City.

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

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

ARTICLE 2. COMMENCEMENT AND COMPLETION - The Contractor will be required to commence work under this contract within ten (10) consecutive calendar days after the date of receipt by him of Notice to Proceed or Purchase Order, and substantially complete the work within one hundred fifty (150) days and totally complete all work in its entirety within one hundred eighty (180) days of Notice to Proceed or Purchase Order. The Contractor agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, the amount of one hundred dollars ($100.00) per day.

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

One hundred fifty six thousand eight hundred seventy five

$ 156,875.00

(Written in Words) (In Figures)

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

contractor shall: (1) Provide evidence that he is actually paying for the materials that he has been paid for, and (2) Provide a Consent of Surety for the progress payments.

ARTICLE 5. <u>THE CONTRACT DOCUMENTS</u> - The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, Performance/Payment Bond, and Drawings form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. Unless otherwise provided in the Contract Documents, any conflicts between the aforementioned documents shall be resolved in order of priority established in the City of Cocoa's purchasing manual at the time this Agreement is executed by both parties.

ARTICLE 6. <u>LIABILITY INSURANCE</u> -

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

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

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

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

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

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

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

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

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

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

ARTICLE 7. <u>PERFORMANCE/PAYMENT BOND</u> - The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ 156,875.00 with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in

accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

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

ARTICLE 9. ATTORNEY FEES AND COSTS - Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

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

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

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

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

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

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

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

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

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

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

ARTICLE 20. **DEFAULT BY CONTRACTOR**

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

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

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

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

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

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

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

ARTICLE 21. **TERMINATION** Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if:

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

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

ARTICLE 22. **INDEMNIFICATION**

(a) For all services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings), directly or indirectly arising from:

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

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

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

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

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

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

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

ARTICLE 26. ASSIGNMENT

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

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

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

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

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

DP DEVELOPMENT OF THE TREASURE COAST

Signed and sealed by the Contractor in the presence of:

BY_____
PRINT NAME_____

ATTEST: _____

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY: _____
John A. Titkanich, Jr., AICP, City Manager

ATTEST: _____
Carie Shealy, City Clerk

Purchase Order/Contingency Tracking CP1501 - Heart of Cocoa Meeting Room

REQ	PO#	DEPT	AMOUNT	CONTINGENCY REMAINING
			$156,875.00	$18,125.00

UTILITIES DEPARTMENT
351 Shearer Boulevard, Cocoa, Florida 32922
Phone: (321) 433-8700/ Fax: (321) 433-8708

October 6, 2017

Architects RZK, Inc
John Zwick, R.A.
600 Florida Ave, Suite 200
Cocoa, FL 32922

Re: HEART OF COCOA, MEETING ROOM (217 Factory Street)
TWP 24 RNG 36 SEC 33 Tax# 2426274

Dear Mr. Zwick:

Plans have been approved for the HEART OF COCOA, meeting room.

The property elevation will need to be verified for the sewer flow connection.

The cost for the 3/4" meter with sewer connection, on the service lines provided by your contractor is:

Impact Fee	**$ 1,750.00**
3/4" Water Meter	**260.00**
3/4" Double-Check	**160.00**
No Plan Review City Building	
Sewer Impact	**1,250.00**
Sewer Force Main	**1,450.00**
Reclaim Connection	**301.00**
No Deposit City Building	
Total	**$ 5,171.00**

Please allow five (5) working days for review of as-built drawings

E: ALL COSTS ARE SUBJECT TO REVISION. IT IS YOUR RESPONSIBILITY TO TIFY ALL CONTRACTORS OF COSTS AND REQUIREMENTS. PLEASE CALL (321) 433-795 FOR REVISED COSTS BEFORE PAYMENT IS MADE.

The water meter and back flow preventer will be set after all of the above requirements are satisfied and payments are made. Payments should be remitted to our Customer Service Department, 65 Stone Street, Cocoa, Florida 32922. **A COPY OF THIS LETTER WILL BE REQUIRED WITH THE PAYMENT.** Also, please include a site address including a billing address, driver's license, Social Security number or Tax ID number, as well as a contact telephone number. Payment can be made by phone on a VISA or Master Card by calling (321) 433-8400 . Please call this office at (321) 433-8795 if we can be of any further assistance.

Sincerely,

George R. Toler

George R. Toler
Engineering Supervisor

cc: Customer Service Department

Enclosed: Bill of Sale (water and sewer)
Easement (water and sewer)

Heart of Cocoa Meeting Room – Budget

$160,000 - budgeted

$156,875 – contract award to C&D Construction

$ 3,125 – contingency set aside for C&D Construction for change orders

---

Water Impact Fees - $5,171 (actual costs) - not part of the contracted award costs

FPL Fees - $2,500 (estimated) – not part of the contracted award costs

County Impact Fees - $5,000 (estimated) – part of the contracted award costs and budgeted in the $160,000

It is expected that we need an additional $7,671 for Water and FPL fees and potentially an additional $7,329 for unexpected site work expenses or construction expenses.

$15,000 is requested from Reserves to complete this project.

RESOLUTION NO. 2017-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS (IN THE GENERAL FUND) TO THE PRIMARY CONTRACT RELATED TO THE COMPLETION OF THE HEART OF COCOA MEETING ROOM (CP1501), IN AN AMOUNT NOT TO EXCEED THE $160,000, WHICH INCLUDES A $3,125 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders in the General Fund to the primary construction contract related to the completion of the Heart of Cocoa Meeting Room (CP1501) authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A). Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders in the General Fund to the primary construction contract related to the Heart of Cocoa Meeting Room provided the total amount of approved change orders do not cause the construction budget to exceed the total $160,000 budgeted by the City Council for the project inclusive of the $3,125 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B). Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

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

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

RESOLUTION NO. 2017-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2018; 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, 2017, and ending on September 30, 2018, at a Special meeting held on September 25, 2017; 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 2017-2018 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

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

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3580 | DATE PREPARED: 10/17/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 15,000	301-0000-389.99-50		Fund balance appropriations reserves	$ 220,332	$ 220,332	$ 235,332	$ 235,332
$ 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
$ 15,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 15,000	301-3580-519.62-00	CP1501	Capital Projects - Building	$ 5,011,699	$ 5,011,699	$ 5,026,699	$ 611,305
$ 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
$ 15,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Approve budget amendment to allow for additional contingency costs for the Heart of Cocoa Meeting Room to cover city impact fees and change orders not planned for.

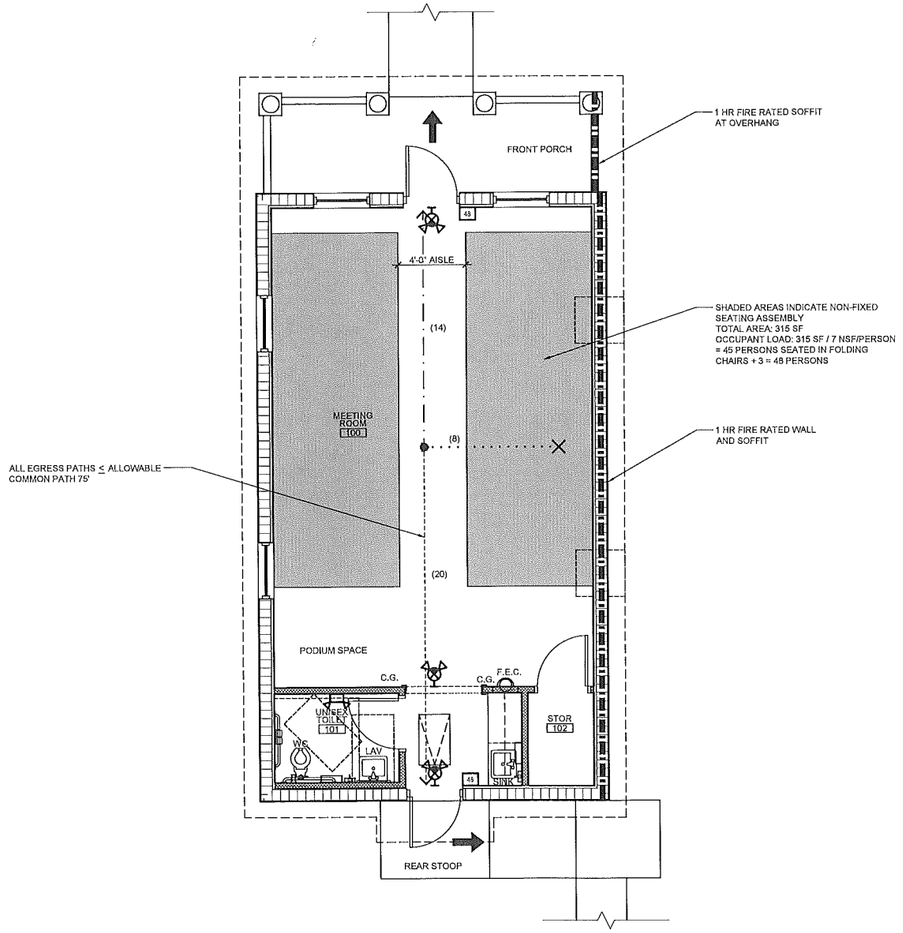
City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* _____ *RESOLUTION #:* 2017-105

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.

10/17/17 Charlene Neuterman Digitally signed by Charlene Neuterman Date: 2017.10.17 15:07:00 -04'00'	10/17/17 Anne Quesada Digitally signed by Anne Quesada Date: 2017.10.17 17:14:52 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
10/17/17 Teri Butler Digitally signed by Teri Butler Date: 2017.10.17 17:16:41 -04'00'	10/17/17 Lora Howell Digitally signed by Lora Howell Date: 2017.10.17 16:37:17 -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 #: _____



PROJECT NORTH

1 **LIFE SAFETY PLAN**

SCALE: 1/4" = 1'-0"

GRAPHIC SCALE

2' 0 2' 4' 6' 8'

1/4"=1'-0"

GENERAL NOTES

1. FINAL LOCATION OF ALL FIRE EXTINGUISHERS TO BE COORDINATED WITH FIRE OFFICAL. DISTANCE NOT TO EXCEED 75'
2. ALL TRAVEL DISTANCES ARE TO OUTSIDE OF BUILDING.
3. SEE SHEET LS-0.0 FOR LIFE SAFETY CODE COMPLIANCE INFORMATION.

LIFE SAFETY SYMBOL LEGEND

- INDICATES PRIMARY EXIT OR EXIT ACCESS
- INDICATES SECONDARY EXIT ACCESS
- INDICATES COMMON PATH OF EGRESS TRAVEL (FEET)
- INDICATES PRIMARY EXIT ACCESS TRAVEL DISTANCE (FEET)
- INDICATES SECONDARY EXIT ACCESS TRAVEL DISTANCE (FEET)
- 60 / 20 — INDICATES DOOR WITH FIRE RATING LABEL (IE: 90, 60, 45, OR 20 MINUTE)
- X — INDICATES MAXIMUM DOOR EXIT CAPACITY (PERSONS)
- INDICATES 1 HR FIRE RATED WALL
- XX — INDICATES MAXIMUM OCCUPANT LOAD PER FBC
- XX — INDICATES MAX. OCCUPANCY SIGN.
- FEB / FEC — INDICATES FIRE EXTINGUISHER ON BRACKET OR IN CABINET
- INDICATES EMERGENCY LIGHTS (SEE ELEC. DRAWINGS)
- F — INDICATES FIRE ALARM STROBE AND HORN (SEE ELEC. DRAWINGS)
- F — INDICATES FIRE BELL (SEE ELEC. DRAWINGS)
- F — FIRE ALARM PULL STATION (SEE ELEC. DRAWINGS)
- INDICATES COMBO EXIT SIGN WITH EMERGENCY LIGHT (SEE ELEC. DWGS. FOR ADDITIONAL DEVICES)
- EMERGENCY WALL PACK
- XX" CLR. — CLEAR WIDTH AND MAXIMUM EGRESS CAPACITY (PERSONS)

Architects RZK, Inc.
AA-C001568
600 FLORIDA AVENUE
SUITE 202
COCOA, FL 32922

T 321.631.8039
F 321.639.6872
www.ARCHITECTSRZK.com

REVISIONS

REBID AND PERMIT DOCUMENTS 11/23/15

HEART OF COCOA
NEW MEETING ROOM

217 FACTORY STREET
COCOA, FLORIDA

DRAWING TITLE:

LIFE SAFETY PLAN

JOHN C. ZWICK, R.A.
FL. REG. AR0009527

DATE: 11/23/15

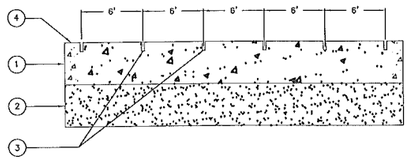
JOB NO.: 2015.02

DRAWN BY: MH

CHECKED BY: JZ

DRAWING NO.:

LS-1.0



NOTES:

1.) 3,000 P.S.I. CONCRETE, 5" THICKNESS.

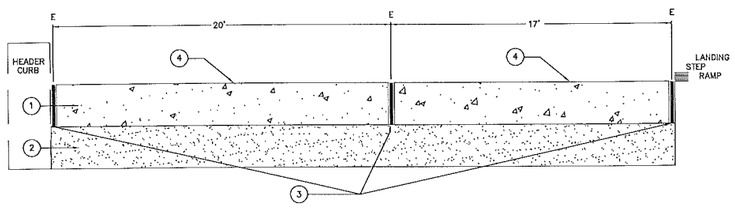
2.) 6" SUBGRADE COMPACTED TO 98% MAXIMUM DENSITY, L.B.R. 40 MINIMUM AASHTO. T-180.

3.) CONSTRUCT TOOLED JOINTS

4.) SURFACE TO BE BROOM FINISHED.

CONCRETE SIDEWALK DETAIL

NTS



NOTES:

1.) 4,000 P.S.I. CONCRETE, 6" THICKNESS.

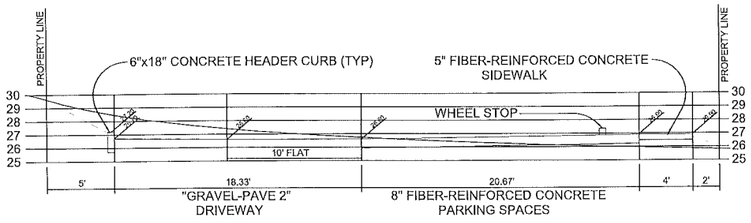
2.) 6" SUBGRADE COMPACTED TO 98% MAXIMUM DENSITY, L.B.R. 40 MINIMUM AASHTO. T-180.

3.) INSTALL EXPANSION MATERIAL AS SHOWN.

4.) SURFACE TO BE BROOM FINISHED.

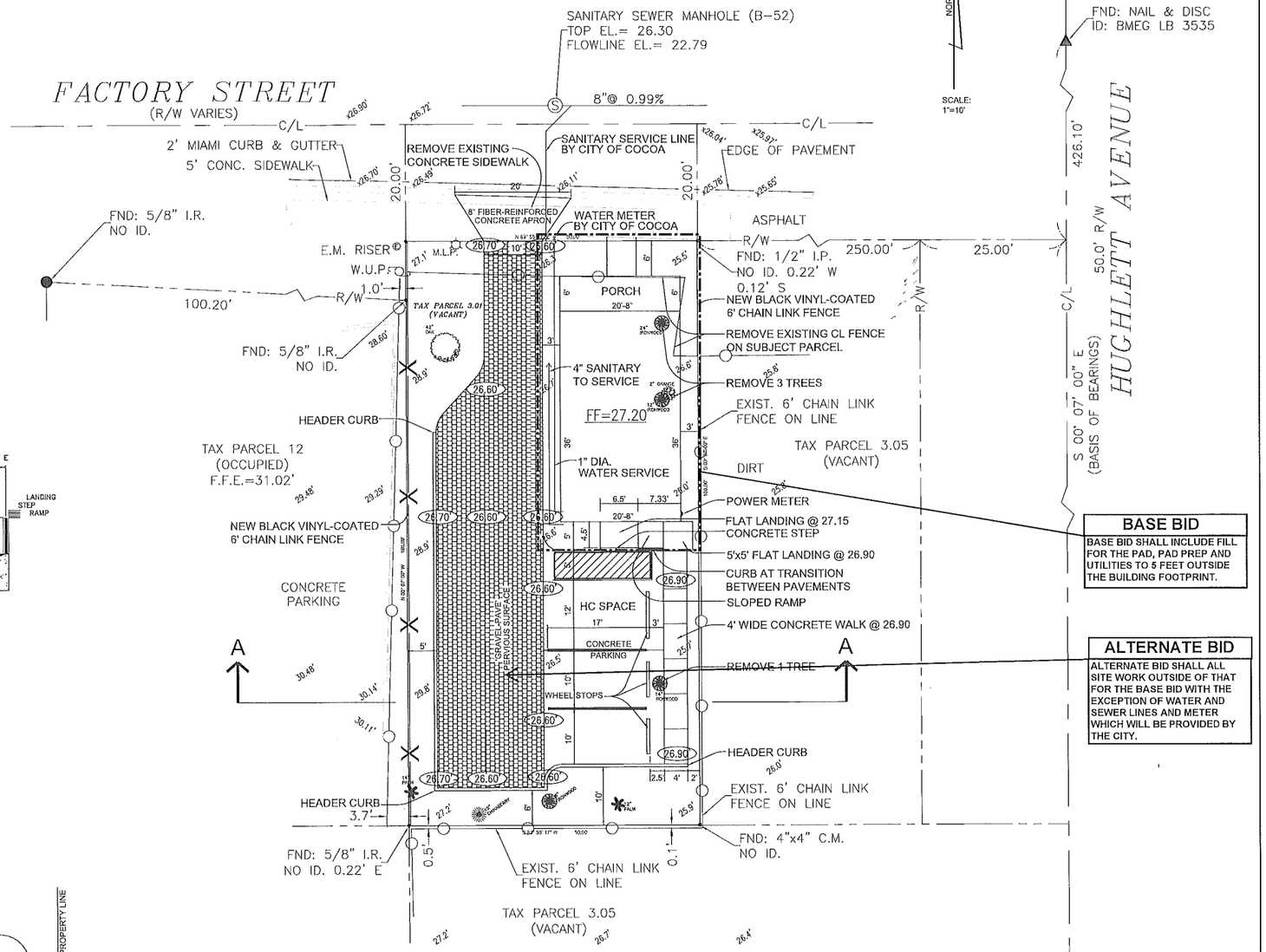
CONCRETE PARKING DETAIL

NTS



SECTION A-A

NTS



BASE BID

BASE BID SHALL INCLUDE FILL FOR THE PAD, PAD PREP AND UTILITIES TO 5 FEET OUTSIDE THE BUILDING FOOTPRINT.

ALTERNATE BID

ALTERNATE BID SHALL ALL SITE WORK OUTSIDE OF THAT FOR THE BASE BID WITH THE EXCEPTION OF WATER AND SEWER LINES AND METER WHICH WILL BE PROVIDED BY THE CITY.

GENERAL NOTES:

1) TREE REMOVAL SHALL INCLUDE REMOVAL OF ALL ROOTS OVER 2" DIAMETER AND RE-COMPACTION OF SOILS.
2) CONTRACTOR SHALL INSTALL SANITARY SEWER LATERAL PER CITY OF COCOA UTILITIES DEPARTMENT PROCESS, APPROVAL AND DIRECTION.
3) "GRAVEL-PAVE 2" POROUS PAVEMENT SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDED SPECIFICATIONS. DETAILED INFORMATION CAN BE FOUND AT www.invisiblestructures.com OR BY PHONE AT 800-233-1522. THE COLOR OF THE GRID AND GRAVEL SHALL BE TAN OR TERRA COTTA, AND THE BASE COURSE SHALL BE 8" THICK COMPACTED LIMEROCK OVER COMPACTED SUB-GRADE. THE GRAVEL FILL SHALL BE 3/16" TO 3/8" CLEAN, WASHED, SHARP, HARD, ANGULAR AND OF UNIFORM SIZE PLACED TO A FINISHED GRADE AT 1/4" ABOVE THE 1" GRID RINGS. TOTAL DEPTH TO COMPACTED SUB-GRADE SHALL BE 9.25 INCHES BELOW FINISH GRADE.
4) EXISTING SIDEWALK IN RIGHT-OF-WAY SHALL BE ADJUSTED TO MATCH FINISHED GRADE OF NEW DRIVEWAY APRON AND SHALL BE 4" THICK FIBER-REINFORCED CONCRETE; 5' WIDTH.
5) ALL UNPAVED AREAS OF SITE SHALL BE SODDED WITH BERMUDA.

REVISED FOR REBID AND PERMIT	11/23/15

CITY OF COCOA
Brevard County, Florida
PUBLIC WORKS DEPARTMENT

HEART OF COCOA MEETING ROOM

SITE PLAN AND DETAILS

DESIGNED BY:	E.S.A.	SCALE:	1"=10'
DRAWN BY:	P.D.	DATE:	08/25/2015
CHECKED BY:	E.S.A.	SHEET No.	2
JOB No.			

Legislation Details (With Text)

File #:	17-459	**Version:**	1	**Name:**	Approve change order for Fire Stations 2 and 3
Type:	Resolution			**Status:**	City Business
File created:	10/13/2017			**In control:**	City Council
On agenda:	10/24/2017			**Final action:**	
Title:	Approve a Task Order amendment and change order for Task Order #2017-04.1 in the amount of $11,413 (CP16F3) and Task Order #2017-03.1 with Architects RZK, Inc. in the amount of $9,773 (CP16F2) to provide additional services for Fire Station #2 (Brunson Blvd.) and Fire Station #3 (SR524). (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Agenda V-9 (1-10-17) TO-(2017-04.1) RZK $11413 10.12.2017 PW.- CP16F3 TO-(2017-03.1) RZK 10.12.2017 $9773 (PW) CP16F2 Contingency tracking - RZK Resolution $9773 Change Order Authorization Fire 2.pdf Resolution $11413 Change Order Authorization Fire 2.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 13, 2017
Agenda Date: October 24, 2017
Prepared By: Charlene Neuterman, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
Approve a task order amendment and change order for Task Order #2017-04.1 in the amount of $11,413 (CP16F3) and Task Order #2017-03.1 with Architects RZK, Inc. in the amount of $9,773 (CP16F2) to provide additional services for Fire Station #2 (Brunson Blvd.) and Fire Station #3 (SR524).

BACKGROUND:

On January 10, 2017, Council approved Task Order 2017-03 to complete the design/construction services for Fire Station #2 (CP16F2) - Brunson site. In addition, the City Manager approved Task Order 2017-04 to complete the design/construction services for Fire Station #3 (CP16F2) - SR524 site. At the January 10, 2017 Council meeting, the agenda stated a not-to-exceed amount of $106,949.85 for these two task orders.

Fire Station #2: P.O. # 69801 - $70,508 (FY17) - balance at the end of FY 17: $15,714.
Fire Station #2: P.O. #71233 - $15,714 (FY18)

Fire Station #2: Change Order request - $9,773

Fire Station #3: P.O. #69708 - $36,441.84 (FY17) - balance at the end of FY17: $15,714.
Fire Station #3: P.O. #71235 - $15,714 (FY18)
Fire Station #3: Change Order request - $11,413

At this time, additional design, permitting and construction efforts for both Fire Station 2 and 3, thus causing staff to present an agenda item for approval. No prior change orders have occurred on these task orders and it is expected that this change order will complete the work necessary for both fire stations.

Staff requests approval for the task order amendment and change order so construction can continue without delay. There are funds available in 301-3580-519-62-00 to process this change order without completing a budget amendment.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$21,186.00
Account Number	301-3580-519-62-00_
Account Name	_Capital Projects - Building

Source of Funds: ____Bond funds for fire station construction

If a P.O. Change Order is involved please complete the following:

Fire Station #2: P.O. # 69801 - $70,508 (FY17) - balance at the end of FY 17: $15,714.
Fire Station #2: P.O. #71233 - $15,714 (FY18)
Fire Station #2: Change Order request - $9,773

Fire Station #3: P.O. #69708 - $36,441.84 (FY17) - balance at the end of FY17: $15,714.
Fire Station #3: P.O. #71235 - $15,714 (FY18)
Fire Station #3: Change Order request - $11,413

For this Agenda Item note Prior Change Order Information:
Total number of change orders to date: 0_
Total amount in change orders to date: _$0

PREVIOUS ACTION:

Council approved Task Order at the January 10, 2017 meeting. Item V.9

RECOMMENDED MOTION:

Approve a task order amendment and change order for Task Order #2017-04.1 in the amount of $11,413 (CP16F3) and Task Order #2017-03.1 with Architects RZK, Inc. in the amount of $9,773 (CP16F2) to provide additional services for Fire Station #2 (Brunson Blvd.) and Fire Station #3 (SR524).

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File #:	17-7 Version: 1	Name:	Approve Task Order 2017-03 - Fire Station 2 Design
Type:	Resolution	Status:	Consent Agenda
File created:	12/20/2016	In control:	City Council
On agenda:	1/10/2017	Final action:	
Title:	To Approve Task Order #2017-03 for Architects RZK, Inc. in the amount of $70,508.00 Project #CP16F2 for the Professional Design Services on Fire Station 2 (Brunson site).		
Attachments:	1. Task Order Fire Station 2 ($70508).pdf, 2. P935 Cocoa FS2 and 3 RZK Proposal R1.pdf, 3. Task Order Fire Station 3 ($36441.85) - Informational		

history (0) | text

CITY COUNCIL AGENDA ITEM

Memo Date: December 20, 2016
Agenda Date: January 10, 2017
Prepared By: Charlene Neuterman, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:

To Approve Task Order #2017-03 for Architects RZK, Inc. in the amount of $70,508.00 Project #CP16F2 for the Professional Design Services on Fire Station 2 (Brunson site).

BACKGROUND:

The City of Cocoa is in the process of constructing three fire stations in the City during Fiscal Year 2017. The design firm originally chosen to design and assist with the construction administration of Fire Stations 2 and 3 (Architects Design Group - ADG) did not have their contract renewed for FY 2017 to complete the design/construction services. Architects RZK, Inc. will perform these services as determined and directed by the City of Cocoa. Architects RZK, Inc. will provide professional design services and manage the design team selected by Architects RZK during the design/construction process.

The Project Description involves a design effort for Fire Stations 2 (Brunson site) and 3 (SR 524 site). The buildings will be a modified design similar to the Viera Fire Station that Architects RZK, Inc. previously managed for Brevard County. Fire Station #2 will be

designed first using the Viera Fire Station concept and will include modifications to the original ADG design. Task Order #2017-04 for Fire Station #3 (SR 524) was previously approved by the City Manager and is attached for informational purposes. Once Fire Station #2 is fully designed and approved by the City, Fire Station #3's design will be mirrored to that of Fire Station #2. The building design will also include features similar to the new Fire Station #1 for both interior and exterior appearance.

Scope of Services

The scope of services includes several steps and the tasks are separated so the costs associated with each fire station are separate.

Step One (Kick-off meeting) - Prepare a plan that identifies the modifications to the Viera Fire Station in layout and appearance. This meeting will include W&J Construction, the contractor responsible for constructing all three fire stations and City Staff.

Step Two (Construction Documents) - RZK's team will prepare construction documents to present to the contractor and the City for review and approval.

Step Three (Competitive Pricing/Bid Period) - The design team will assist the City and contractor with Owner Direct Purchase submittals.

Step Four (Permit Period) - Prepare documents required for the permitting process.
Step Five (Construction Period) - RZK will review contractor submittals and inquiries and observe the general progress of the construction. RZK will assist with assist with reviewing the punch list and signing off on substantial and final completions.

Fire Station #2 Cost - $70,508.00 Project CP16F2

Fire Station #3 Cost - $36,441.85 Project CP16F3

Total Cost for both projects is not to exceed $ 106,949.85.

Staff recommends approval of Task Order #2017-03 in order to proceed with the project.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$ 106,949.85 (Included in the Adopted FY2017 Budget)
Account Number	301-3580-519-62-00_

Account Name Capital Projects - Buildings_

Source of Funds: Operating Revenue

PREVIOUS ACTION:

At the November 21, 2016 Council Meeting, Council awarded the construction contract for Fire Stations #2 and #3 to W&J Construction Corporation (16-498, VIII.2)

RECOMMENDED MOTION:

To Approve Task Order #2017-03 for Architects RZK, Inc. in the amount of $70,508.00 for the Professional Design Services on Fire Station 2 (Brunson site).

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=5511825&GUID=4BEEBCB1-C212-4556-B234-C3FDCFA1FF96* is a secure document that has been embedded in this document.
Double click the pushpin to view.



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The file *https://cocoa.legistar.com/View.ashx?M=F&ID=5511826&GUID=A2A4A392-DA51-4C1C-B194-7BC54FAA9A52* is a secure document that has been embedded in this document. Double click the pushpin to view.



Contingency Tracking Worksheet - Archtiects RZK

Fire Station #2

P.O. #	Amount	Fiscal Year
69801	$ 70,508.00	**FY17**
	$ (54,794.00)	
71233	$ 15,714.00	**FY18**
Change Order 1	$ 9,773.00	
Total	**$ 25,487.00**	**FY18**

Fire Station #3

P.O. #	Amount	Fiscal Year
69708	$ 36,441.85	**FY17**
	$ (20,727.85)	
71235	$ 15,714.00	**FY18**
Change Order 1	$ 11,413.00	
Total	**$ 27,127.00**	**FY18**

RESOLUTION NO. 2017-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS (IN THE GENERAL FUND) TO THE PRIMARY CONTRACT RELATED TO THE COMPLETION OF FIRE STATION #2 (CP16F2), IN AN AMOUNT NOT TO EXCEED THE $160,000, WHICH INCLUDES A $9,773 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders in the General Fund to the primary construction contract related to the completion of the Fire Station #2 (CP16F2) authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A). Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders in the General Fund to the primary construction contract related to the Fire Station #2 provided the total amount of approved change orders do not cause the construction budget to exceed the total amount budgeted by the City Council for the project inclusive of the $9,773 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B). Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

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

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

RESOLUTION NO. 2017-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS (IN THE GENERAL FUND) TO THE PRIMARY CONTRACT RELATED TO THE COMPLETION OF FIRE STATION #3 (CP16F3), IN AN AMOUNT NOT TO EXCEED THE $160,000, WHICH INCLUDES A $11,413 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders in the General Fund to the primary construction contract related to the completion of the Fire Station #3 (CP16F3) authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A). Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders in the General Fund to the primary construction contract related to the Fire Station #3 provided the total amount of approved change orders do not cause the construction budget to exceed the total amount budgeted by the City Council for the project inclusive of the $11,413 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B). Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

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

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	17-370	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Multi-Year Contract
File created:	8/15/2017			**In control:**	City Council
On agenda:	10/24/2017			**Final action:**	
Title:	Approve the Resolution waiving the competitive bidding process by reason of sole source for First Billing; Approve a multi-year contract between First Billing and the City of Cocoa for Utility Bill Printing and Payment Solutions; and Authorize the City Manager to sign the contract. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Executed Master Services Agreement Cocoa 12.19.14 Master Services Agreement - First Billing Services Cocoa 5-17-17 revised SSR-FN-First Billing (8-15-17) Addendum #3 to Service Agreement Contract No. 12-133-0-2012				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 15, 2017
Agenda Date: October 24, 2017
Prepared By: Jessica Dovale, Utility Customer Service Manager
Through: Teri Butler, CGFO, Finance Director
Requested Action:
Approve the Resolution waiving the competitive bidding process by reason of sole source for First Billing, approve a multi-year contract between First Billing and the City of Cocoa for Utility Bill Printing and Payment Solutions, and authorize the City Manager to sign the contract.

BACKGROUND:

In May of 1998, the City of Cocoa began accepting credit card payments for Utility bills. Throughout the years we have used SunTrust, Bank of America, Automated Merchant Services, and currently First Billing as our credit card processor. Prior to First Billing, the City of Cocoa absorbed the cost of the interchange rates paid to VISA and MasterCard. The interchange rate varies depending on the type of credit card used, but can be as high as 2.96% of the transaction. As a Billing/Collection Agent for the surrounding Cities and Brevard County, the City of Cocoa paid this credit card fee percentage on payments for the other utility entities as well.

Since December of 2014, First Billing has been providing a solution for the City of Cocoa utility customers to have the convenience of paying with a credit card, yet allow the City to no longer absorb the cost associated with this convenience.

First Billing also provides many other services to our customers such as acceptance of all major credit cards, pay by text, customer service agent assisted payments and a professional e-bill presentment, which looks exactly like our printed statement bills. They also guarantee their online system does not go off-line during maintenance and hosts the IVR (Integrated Voice Recognition) system for billing and payment options. All of these services have be implemented and maintained at no cost to the City of Cocoa.

The annual savings to the City of Cocoa was estimated at $279,000.00 with First Billing's Convenience Fee Program. The cost to the average customer, who chooses to pay with a credit card or e-check through First Billing, is $2.99 a transaction up to $300.00 and 2.65% for all payments over $300.00. Customers who choose not to pay this convenience fee benefit from the on-line bill presentment and e-billing features and have the following options to pay at no cost: mail-in lockbox service, ACH withdrawal or electronic check through their banking institution.

Another service First Billing can provide is the printing of utility bill statements for those customers wishing to continue receiving a paper statement monthly. The City of Cocoa generates approximately 82,000 water bills per month. Since September 2004, The City of Cocoa has been using Cathedral for utility bill printing. Staff currently prepares daily billing files each morning and sends them to Cathedral for statement printing and First Billing for online and e-bill presentation. This duplication of work can be consolidated by using First Billing's printing services.

Utilizing Cathedral, the printing, sorting, and stuffing of envelopes costs approximately $.092 per statement or $8,200 per month for approximately 89,000 statements, and the postage for mailing costs approximately $32,000 per month. First Billing is minimally higher in costs as the printing, sorting, and stuffing of envelopes costs $0.10 per statement or $9,000 per month for 90,000 statements, and the postage for mailing costs approximately $32,000 per month. Consideration was budgeted for growth in estimations of statements, not to exceed $10,000 per month for same or $120,000 annually..

Additionally, should any change of the bill design be necessitated it would allow staff to work with one vendor to implement the programming changes that would affect both the printed and e-statements increasing efficiency. Currently, First Billing does not charge the City of Cocoa for any programming changes; whereas, Cathedral charges us an hourly fee for programming. This is a significant savings should the City move forward with re-design of the utility bill.

An additional $5,000 has been budgeted for routine bill insert expenses, should an insert be needed in FY2018, as well as $16,500 for bill redesign programming expenses.

The First Billing contract expiries December 12, 2017, and the Cathedral contract expires May 31, 2018. Staff is recommending the consolidation of utility statement printing and e-statement presentation to First Billing to ensure a smooth transition of bill printing and bill re-design prior to May 2018.

STRATEGIC PLAN CONNECTION:

Provides more efficient customer service and long term financial sustainability.

powered by Legistar™

BUDGETARY IMPACT:

Budgeted Yes

Amount Requested $45,000(May-Sept 2017 statement printing)
$5,000 (billing insert if needed)
$16,500 (programming hours for bill redesign)
Account Number 001-1510-536-34-00
Account Name Contract Services

Amount Requested $160,000 (May-Sept 2017)
Account Number 001-1510-536-42-00
Account Name Freight & Postage

Estimated FY2019, pending Council approval of budget

Amount Requested $120,000 (estimated $10,000/month x12)
Account Number 001-1510-536-34-00
Account Name Contract Services

Amount Requested $408,000 (estimated $34,000/month x12)
Account Number 001-1510-536-42-00
Account Name Freight & Postage

Estimated FY2020, pending Council approval of budget

Amount Requested $132,000 (estimated $11,000/month x12)
Account Number 001-1510-536-34-00
Account Name Contract Services

Amount Requested $420,000 (estimated $35,000/month x12)
Account Number 001-1510-536-42-00
Account Name Freight & Postage

PREVIOUS ACTION:

On December 9, 2014, Cocoa City Council approved the City Manager to negotiate and sign a 36 month contract with First Billing, a Billing and Payment Solutions Company expiring December 12, 2017.

On April 21, 2016, Cocoa City Council approved a multi-year contract renewal to participate in a cooperative purchase agreement for printing, sorting, stuffing and mailing billing for monthly water customers, utilizing the City of Melbourne, service agreement number 12-133-0-2012 expiring May 31, 2018.

RECOMMENDED MOTION:

Approve the Resolution waiving the competitive bidding process by reason of sole source for First

Billing, approve a multi-year contract between First Billing and the City of Cocoa for Utility Bill Printing and Payment Solutions, and authorize the City Manager to sign the contract.

First BILLING
Customer service is our business.

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Master Agreement") is entered into as of the Effective Date below, by and between The City of Cocoa, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 32922, ("Client") and **First Billing Services, LLC** an Ohio Limited Liability Company, whose address is 10510 Springboro Pike, Miamisburg, Ohio, 45342 ("First Billing").

WHEREAS First Billing provides electronic bill payment services to utilities, municipalities, insurance and other businesses and First Billing desires to provide and the Client desires to receive certain related services under the terms and conditions set forth in this Agreement .

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows.

GENERAL TERMS AND CONDITIONS

1 Definitions

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them herein unless the context clearly indicates otherwise.

1.1 **"Agreement"** or **"Contract"** shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this contract for First Billing to be the exclusive provider of services, stated herein, to the Client.

1.2 **"Average Bill Amount"** shall mean the total Payment Amounts collected through the First Billing system in a given month divided by the number of the Payments for the same month. "

1.3 **"Card"** shall mean a credit card or debit card.

1.4 **"Effective Date"** shall be the last date upon which all parties have signed this Agreement.

1.5 **"First Billing Authorized Processor"** shall mean a First Billing authorized merchant account provider and payment processing gateway.

1.6 "IVR" means interactive voice response

1.7 **"Launch Date"** shall be the date on which Client launches this service to the Users, which shall occur within 30 days of the date of Merchant Account Set-up as provided in Section 4.3 hereof.

1.8 **"Payment"** shall mean a payment by a User for Client services or Client bills.

1.9 **"Payment Amount"** shall mean the amount of any Payment.

1.10 **"Reversed or Charged-back Transactions"** shall mean cancelled transactions due to User error, or a User's challenge to First Billing authenticity.

1.11 **"Services"** shall consist of the Services detailed in Section 2.1 of this Agreement.

1.12 **"User"** shall mean the users of the Client's services.

2 Description of Services to be Performed

2.1 Scope of Service

First Billing shall provide to Client the services detailed in Schedule A of this Agreement, including providing Users the opportunity to make Payments by Visa, MasterCard, Discover, E-Check and other payment methods as deemed appropriate by First Billing, via IVR interface, Text and Pay and mobile,(the "Services"). Payments may be made by secure Internet interface provided at the First Billing website or other websites ("Websites") as part of First Billing's First Cloud™ payment services, (such payment methods collectively referred to as the "System. "). The Payment channels available for use by the Users shall be a secure online web portal directly linked from the Client website, an agent portal hosted by First Billing for First Billing and Client agents to take payments over the phone, an IVR number for automated payments by the Users, a mobile payment platform and Text-and-pay payment option. Users will be able to make payments auto payments, recurring payments and stored payments by registering their accounts or make a one-time payment as a guest. First Billing shall send eBills to the Users on behalf of the Client and have the bills available (ePresentment) for online access by Users.

First Billing will send daily, weekly and monthly reports to the Client which will include the Payment Details, Deposit Reconciliation and Batch Reconciliation Details. First Billing will train Client representatives on the features and functionality available to Client. First Billing will assign a Project Leader who will serve as a single point of contact between the Client and First Billing.

2.2 Professionalism

First Billing shall perform in a professional manner all Services required to be performed under this Agreement.

3 Compensation

3.1 No Cost Installation

First Billing will charge no fees related to the initial setup and personalization of its standard service for Web, Mobile, and IVR interfaces and for eBilling and ePresentment. If the Client desires work beyond the initial set-up and personalization of Web, mobile, and IVR interfaces, the Client and

First Billing will agree to additional scope of work document with estimated costs provided to the Client for approval. The rates charged for this work are included in Schedule A.

3.2 First Billing Service Fee

Per Schedule A – Convenience Fee Program - First Billing will change a convenience fee for each transaction processed (hereinafter called "First Billing Convenience Fee"). Such First Billing Convenience Fee is to be collected in addition to the corresponding Payment Amount as part of the transaction.

For each Payment, the First Billing Convenience Fee collected will be used in part to pay the corresponding Credit Card transaction fees or transaction fees associated with Debit Cards or E-Checks (hereinafter called "Transaction Fees") except for the return items (E-Check returns or Credit/Debit Card chargebacks).

A First Billing Fee Schedule is attached hereto as Schedule A. The First Billing Convenience Fee is based on the Average Bill Amount (as set forth on Schedule A), which Average Bill Amount is calculated on assumptions of the total number of payments, the total Payment Amount collected, and a mix of 70 % debit card and 30% credit cards on all cards used by user to pay their invoice each month . First Billing can amend this schedule upon prior written notice to and consent from the Customer due to changes in the Visa, MasterCard, Discover or other Card regulations, changes in card fees, changes in the Average Bill Amount or changes in the total number of monthly Payments. First Billing may also amend this schedule if debit or credit card mix changes by 5% or more. If there warrants a change in fee, the Customer can charge the user the additional convenience fee.

Per Schedule A – Absorption Fee Program - First Billing will charge the Client a monthly service fee as set forth in Schedule A – Absorption Fee Program (hereinafter called "First Billing Service Fee").

Notwithstanding the above, Client acknowledges that Client bears ultimate responsibility for payment to First Billing of all Services provided hereunder.

4 Payment Processing

4.1 Integration with Client's Billing System

At no cost to Client, First Billing's FirstIntegration™ product team will develop one (1) file format interface with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. Client will be responsible to provide First Billing with the one file format specification and will fully cooperate with First Billing during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to First Billing security requirements Client will use First Billing's specified integration process. If the Client desires work beyond the scope of 1 file format interface, the Client and First Billing will agree to additional scope of work document with estimated costs provided to the Client for approval. The rates charged for this work are included in Schedule A.

If the Client chooses to use a webservice/API interface from SunGuard (fusion) system to provide data to First Billing, the Client and First Billing will agree to create an additional scope of work document. Costs associated with the integration, up to a maximum of $10,000 will be covered by First Billing .

4.2 Explicit User Confirmation

First Billing shall confirm the dollar amount of all Payments and the corresponding First Billing Convenience Fee to be charged, and electronically obtain User approval of such charges prior to initiating Card or other authorizing transactions. First Billing will provide User with electronic confirmation of all transactions.

4.3 Merchant Account

First Billing will arrange for the Client to have a merchant account with the First Billing Authorized Processor for processing and settlement of Card transactions (a "Merchant Account Set-up").

4.4 Card Authorization

For authorization purposes, First Billing will electronically transmit all Card transactions to the appropriate Card-processing center, in real time as the transactions occur.

4.5 Settlement

First Billing, together with its authorized Card processor, shall forward the Payment Amounts to the appropriate Card organizations for settlement directly to the Client's depository bank account(s) previously designated by the Client (hereinafter the "Client Bank Account").

First Billing, together with First Billing Authorized Processor, will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and First Billing agree to fully cooperate with each other if First Billing were to change its settlement and invoicing processes.

4.6 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions, the Client authorizes First Billing and First Billing Authorized Processor (and/or the respective card organization) to debit the Client Bank Account for the Payment Amount and the Chargeback fee. First Billing shall credit back to the User the corresponding First Billing Convenience Fee, including any Client challenge approved by the Card organization. Subsequently, First Billing will refund all chargeback charges to the Client.

Client and First Billing agree to reasonably cooperate with each other if First Billing desires to change its settlement and invoicing processes for such transactions.

5 General Conditions of Services

5.1 Service Reports

First Billing shall provide Client with reports summarizing use of the Services by Users for each reporting period.

5.2 User Adoption Communication by Client

Client will make First Billing's Services available to its Users by multiple means of Client communication including: a) through bills, invoices and other notices; b) by providing details on the Client's website on a mutually agreed upon prominent place on the website; or c) other channels required by First Billing and reasonably acceptable to the Client. Client will provide all data required by First Billing to process Statements for print and mail.

First Billing shall provide Client with logos, graphics and other marketing materials for Client's use in its communications with its Users regarding the Services and/or First Billing.

Both parties agree that First Billing will be presented as an exclusive payment method option. Client will communicate the First Billing payment option to its Users wherever Client usually communicates its other payment methods.

Both parties agree that First Billing will be the exclusive provider of payment services and the only provider listed on the Client website, IVR, and communications.

5.3 Independent Contractor

Client and First Billing agree and understand that the relationship between both parties is that of an independent contractor.

5.4 Client's Responsibilities

In order for First Billing to provide Services outlined in this Agreement, in addition to the steps described in Section 5.2 hereof the Client shall reasonably cooperate with First Billing, including by:

(i) Entering into all applicable Card or cash management agreements if the City determines such agreements are appropriate, in its discretion.

(ii) Adding the phone number for the IVR payment method to its Website.

(iii) Adding the IVR payment and agent assisted payment options as part of the Client's general phone system.

(iv) For the purpose of providing a posting file for posting to Client's billing system, Client will provide to First Billing the file format specification currently used to post its payments to the billing system. Client will fully cooperate with First Billing and provide the information required to integrate with Client's billing system.

6 Governing Law and Venue

This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

7 Communications

7.1 Authorized Representative

Each party shall designate an individual to act as representative for the respective party, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the individuals.

7.2 Notices

All notices of any type hereunder shall be in writing and shall be given by (i) Certified or Registered Mail, return receipt, (ii) a national overnight carrier, or (iii) hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

To Client:

John Titkanich, City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922
Phone: (321) 433-8686

To First Billing:
Sharmi Rao, VP Operations
10510 Springboro Pike
Miamisburg, OH 45342
(888) 670-3488 (Phone)
(937) 436-5745 (Fax)

Notices shall be declared to have been given or received on the date delivered. Any party hereto, by giving notice in the manner set forth herein, may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

7.3 Amendment of Agreement

Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.

7.4 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement and this Agreement shall be read as if said word, sentence or paragraph did not exist.

7.5 Attorney's Fees

Should any litigation arise concerning this Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

7.6 Confidentiality and Public Records

Except to the extent required by law, Client will not disclose to any third party, or use for any purpose inconsistent with this Agreement, any confidential or proprietary non-public information it obtains during the term of this Agreement, In accordance with section 119.0701, Florida Statutes, First Billing agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. First Billing agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. First Billing also agrees to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes or as otherwise provided by law. First Billing shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, First Billing shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of First Billing upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If First Billing does not comply with a public records request, the City shall have the right to enforce the provisions of this paragraph. In the event that First Billing fails to comply with the provisions of this paragraph, and the City is required to enforce the provisions of this paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to First Billing's failure to comply with the provisions of this paragraph, the City shall be entitled to collect from First Billing prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against First Billing. 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 First Billing's failure to comply with the provisions of this Paragraph. This paragraph shall survive the termination of this Agreement.

7.7 Intellectual Property

In order that the Client may promote the Services and First Billing's role in providing the Services, First Billing grants to Client a revocable, non-exclusive, royalty-free, license to use First Billing's logo and other service marks (the "First Billing Marks") for such purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by First Billing on the IVR or the Website) or other intellectual property right of First Billing ("First Billing Intellectual Property"). All First Billing Marks, First Billing Intellectual Property, and the

System and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to First Billing.

7.8 Force Majeure

First Billing and the Client will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond First Billing's reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walk-outs, extraordinary losses of utilities (including telecommunications services), external computer "hacker" attacks, and/or delays of common carrier.

7.9 Time of the Essence

First Billing and Client acknowledge and agree that time is of the essence for the completion of the Services to be performed and each party's respective obligations under this Agreement.

7.11 Counterparts

This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed and transmitted by facsimile, with such facsimile signatures fully binding and deemed an original.

7.12 Entire Agreement

This Agreement represents the entire understanding between the parties hereto with respect to its subject matter and supersedes all other written or oral agreements heretofore made by or on behalf of First Billing or Client with respect to the subject matter hereof and may be changed only by agreements in writing signed by the authorized representatives or parties. Client agrees to extend the pricing, terms, optional services and conditions of this contract to other governmental entities at the discretion of First Billing.

8 Indemnification

8.1 First Billing Indemnification and Hold Harmless

a. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Billing shall indemnify, hold harmless and defend the City of Cocoa, its officers, agents, officials, representatives, employees and attorneys (hereinafter the "City") against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of First Billing, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees in the execution, performance or non-performance or failure to adequately perform First Billing's obligations pursuant to this Agreement.

b. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Billing shall indemnify, hold harmless and defend the City of Cocoa, its officers, agents, officials, representatives, employees and attorneys (hereinafter the "City") against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of First Billing, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees with respect to patent or copyright infringements.

8.2 Client Indemnification and Hold Harmless

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless First Billing, its affiliates, officers, directors, stockholders, agents, employees, and representatives, (collectively, the "First Billing Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including without limitation, reasonable attorney's fees and expenses) incurred by any First Billing Indemnity as a result or arising out of (i) the willful misconduct or negligence of Client related to the Services or (ii) a material breach of Client's covenants.

8.3 Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FIRST BILLING DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO THE CLIENT OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS, FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.

8.4 Limitation of Liability

Notwithstanding the foregoing, the parties agree that neither party shall be liable to the other for any lost profits, lost savings or other special, indirect or consequential damages, even if the party has been advised of or could have foreseen the possibility of such damages. First Billing's total liability for damages for any and all actions associated with this Agreement or the Services shall in no event exceed the aggregate dollar amount of the First Billing Service Fee paid to First Billing for the twelve (12) month period immediately preceding the particular payment transaction which is the subject matter of the claim of damage. The preceding limit shall not apply to any Payment Amount erroneously collected and returned.

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Agreement, so that the City's liability for any breach never exceeds the sum of $100. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Billing expresses its willingness to enter into this Agreement with the knowledge that the First Billing's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of $100 less the amount of all funds actually paid by the City to First Billing pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, First Billing agrees that the

City shall not be liable to First Billing for damages in the amount in excess of $100, which amount shall be reduced by the amount actually paid by the City to First Billing pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

9 Term and Termination

9.1 Term

The initial term of this agreement shall be a period of thirty-six (36) months commencing on the Launch Date. Subsequent to the conclusion of the initial thirty-six (36) month term, the agreement may be renewed for an additional twenty-four (24) months by written agreement of both parties. The City may terminate this Agreement for convenience upon thirty (30) days prior written notice to First Billing.

9.2 Material Breach

A material breach of this Agreement shall be cured within ninety (90) days ("Cure Period") after a party notifies the other of such breach. In the event such material breach has not been cured within the Cure Period, either party can terminate this Agreement by providing the other party with a 60 day notice to the other party.

9.3 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, First Billing shall cease all Services being provided hereunder unless otherwise directed by the Client in writing.

10 Insurance

In the performance of work and services under this Agreement, First Billing agrees to comply with all federal, state and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to First Billing, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

First Billing shall maintain in full force and effect during the life of the Agreement, Workers' Compensation insurance covering all employees in performance of work under the Agreement. First Billing shall make this same requirement of any of its subcontractors. First Billing shall indemnify and save the City harmless for any damage resulting to it for failure of either First Billing or any subcontractor to take out or maintain such insurance.

The following are required types and minimum limits of insurance coverage which the First

Billing agrees to maintain during the term of this Agreement:

COVERAGE	MINIMUM LIMITS
General Liability	$500,000 per person/incident $1,000,000 incident
Professional Liability (if applicable)	$1,000,000
Worker's Compensation	Statutory

Neither First Billing nor any subcontractor shall commence work under this Agreement until they have obtained all insurance required under this section and have supplied the City's Agreement administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall approve such certificates. All insurers shall be licensed to conduct business in the State of Florida. Insurers must have, at a minimum, a policyholders' rating of "A", and a financial class of "VII" as reported in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception. All policies provided shall be per Occurrence, not Claims Made, forms. First Billing's insurance policies shall be endorsed to add the City of Cocoa as an Additional Insured. First Billing shall be responsible for all deductibles. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice have been given to the City by certified mail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Client:

By: _____

John Titkanich, City Manager

Date: 12/19/14

First Billing Services, LLC

By: _____

Patrick Dorsey, Chief Executive Officer

Date: 12/9/14

Schedule A – First Billing Service Fee Schedule

First Billing Service Fee charged to the Client and Convenience Fee charged to the User will be based on the selected program checked below:

Client Name: The City of Cocoa
Client Address: 65 Stone Street, Cocoa, FL 32922
Contact: Lora Howell

____X____ **Convenience Fee Program**

Average Bill Amount - $91.00 Number of Billable Client Accounts : 82,000

Package Includes:

- All payment channels and types outlined below, E-billing and E-presentment

Payments Channels

- Web Portal (User and Agent)
- IVR
- Text and Pay & Mobile
- Agent-assisted
- In-office

Payment Types (Visa, MasterCard, Discover, American Express and E-Checks)

- Credit/Debit Card (Residential accounts): **$2.99** per transaction (maximum: $300.00/transaction)
- E-Check **$2.99** per transaction
- Credit/Debit Card (Residential accounts): **$3.25** per transaction (max: $300.00/transaction) (Agent-Assisted Channel only)
- Credit/Debit card (Commercial accounts): **$2.99** per transaction (*up to $300.00*)
- Credit/Debit card (Commercial accounts): **2.65% + $0.10** per transaction (*over $300.00*)

In-office Terminals

- E3 Pin pad terminals (2): **No charge**

Optional Services

- Lockbox : **$0.12** per transaction
- eLockbox: **$0.10** per transaction
- Statement printing: **$0.13** per page
  - Each statement includes single 8.5" x 11" sheet Laser, duplex on perforated paper
  - 2 Color front, 1 color back
  - #10 Double window envelope, #9 Single window return envelope
  - Mailing (postage paid by customer)

Software Services Included:

- FirstAgent™ , FirstChoice™, FirstIVR™, FirstMobile™ , FirstSecure™, Text and Pay

Professional Services (optional):

- 145.00 per hour for software development, 175.00 per hour for project management

Absorbed Fee Program (All charges paid by the client – City of Cocoa)

Average Bill Amount - $91.00 Number of Billable Client Accounts : 82,000

Package Includes:

- All payment channels and types outlined below

Payment Types (Visa, Mastercard, Discover, American Express and E-Checks)

Payments Channels

- Web Portal : Credit/Debit/E-check fee + $0.15 per transaction
- IVR: Credit/Debit/E-check fee + $0.15 per transaction
- Text and Pay / Mobile: Credit/Debit/E-check fee + $0.15 per transaction
- Agent-assisted: Credit/Debit/E-check fee + $0.25 per transaction
- In-Office: Credit/Debit/E-check fee + $0.15 per transaction

In-office Terminals

- E3 Pinpad terminals: **$299.00** each

Services

- Monthly hosting: **$500.00** per month
- PCI Compliance / First Secure: **$250.00** per month
- E-payment processing fee: **$0.10** per item
- ACH returns: **$1.00** per item
- Online document archival: **$0.12** per item
- E-presentment: **$0.12** per item
- E-billing: **$0.15** per item

Optional Services

- Lockbox : **$0.12** per item
- eLockbox: **$0.10** per item
- Statement printing: **$0.13** per page
  - Each statement includes single 8.5" x 11" sheet Laser, duplex on perforated paper.
  - 2 Color front, 1 color back
  - #10 Double window envelope, #9 Single window return envelope
  - Mailing (postage paid by customer)

Software Services Included:

- FirstAgent™ , FirstChoice™, FirstIVR™, FirstMobile™ , FirstSecure™, Text and Pay

Professional Services (optional):

- 145.00 per hour for software development, 175.00 per hour for project management

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Master Agreement") is entered into as of the Effective Date below, by and between The City of Cocoa, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 32922, ("Client") and **First Billing Services**, **LLC** an Ohio Limited Liability Company, whose address is 10510 Springboro Pike, Miamisburg, Ohio, 45342 ("First Billing").

WHEREAS First Billing provides electronic bill payment services to utilities, municipalities, insurance and other businesses and First Billing desires to provide and the Client desires to receive certain related services under the terms and conditions set forth in this Agreement .

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows.

GENERAL TERMS AND CONDITIONS

1 Definitions

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them herein unless the context clearly indicates otherwise.

1.1 "**Agreement**" or "**Contract**" shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this contract for First Billing to be the exclusive provider of services, stated herein, to the Client.

1.2 **"Average Bill Amount**" shall mean the total Payment Amounts collected through the First Billing system in a given month divided by the number of the Payments for the same month. "

1.3 "**Card**" shall mean a credit card or debit card.

1.4 "**Effective Date**" shall be the last date upon which all parties have signed this Agreement.

1.5 **"First Billing Authorized Processor**" shall mean a First Billing authorized merchant account provider and payment processing gateway.

1.6 "**IVR**" means interactive voice response

1.7 "**Launch Date**" shall be the date on which Client launches this service to the Users, which shall occur within 30 days of the date of Merchant Account Set-up as provided in Section 4.3 hereof.

1.8 "**Payment**" shall mean a payment by a User for Client services or Client bills.

1.9 "**Payment Amount**" shall mean the amount of any Payment.

1.10 **"Reversed or Charged-back Transactions**" shall mean cancelled transactions due to User error, or a User's challenge to First Billing authenticity.

1.11 "**Services**" shall consist of the Services detailed in Section 2.1 of this Agreement.

1.12 **"User**" shall mean the users of the Client's services.

2 Description of Services to be Performed

2.1 Scope of Service

First Billing shall provide to Client the services detailed in Schedule A of this Agreement, including providing Users the opportunity to make Payments by Visa, MasterCard, Discover, E-Check and other payment methods as deemed appropriate by First Billing, via IVR interface, Text and Pay and mobile,(the "Services"). Payments may be made by secure Internet interface provided at the First Billing website or other websites ("Websites") as part of First Billing's First Cloud™ payment services, (such payment methods collectively referred to as the "System. "). The Payment channels available for use by the Users shall be a secure online web portal directly linked from the Client website, an agent portal hosted by First Billing for First Billing and Client agents to take payments over the phone, an IVR number for automated payments by the Users, a mobile payment platform and Text-and-pay payment option. Users will be able to make payments auto payments, recurring payments and stored payments by registering their accounts or make a one-time payment as a guest. First Billing shall send eBills to the Users on behalf of the Client and have the bills available (ePresentment) for online access by Users.

First Billing will send daily, weekly and monthly reports to the Client which will include the Payment Details, Deposit Reconciliation and Batch Reconciliation Details. First Billing will train Client representatives on the features and functionality available to Client. First Billing will assign a Project Leader who will serve as a single point of contact between the Client and First Billing.

2.2 Professionalism

First Billing shall perform in a professional manner all Services required to be performed under this Agreement.

3 Compensation

3.1 No Cost Installation

First Billing will charge no fees related to the initial setup and personalization of its standard service for Web, Mobile, and IVR interfaces and for eBilling and ePresentment. If the Client desires work beyond the initial set-up and personalization of Web, mobile, and IVR interfaces, the Client and First

Billing will agree to additional scope of work document with estimated costs provided to the Client for approval. The rates charged for this work are included in Schedule A.

3.2 First Billing Service Fee

Per Schedule A – Convenience Fee Program - First Billing will change a convenience fee for each transaction processed (hereinafter called "First Billing Convenience Fee"). Such First Billing Convenience Fee is to be collected in addition to the corresponding Payment Amount as part of the transaction.

For each Payment, the First Billing Convenience Fee collected will be used in part to pay the corresponding Credit Card transaction fees or transaction fees associated with Debit Cards or E-Checks (hereinafter called "Transaction Fees") except for the return items (E-Check returns or Credit/Debit Card chargebacks).

A First Billing Fee Schedule is attached hereto as Schedule A. The First Billing Convenience Fee is based on the Average Bill Amount (as set forth on Schedule A), which Average Bill Amount is calculated on assumptions of the total number of payments, the total Payment Amount collected, and a mix of 70 % debit card and 30% credit cards on all cards used by user to pay their invoice each month . First Billing can amend this schedule upon prior written notice to and consent from the Customer due to changes in the Visa, MasterCard, Discover or other Card regulations, changes in card fees, changes in the Average Bill Amount or changes in the total number of monthly Payments. First Billing may also amend this schedule if debit or credit card mix changes by 5% or more. If there warrants a change in fee, the Customer can charge the user the additional convenience fee.

Per Schedule A – Absorption Fee Program - First Billing will charge the Client a monthly service fee as set forth in Schedule A – Absorption Fee Program (hereinafter called "First Billing Service Fee").

Notwithstanding the above, Client acknowledges that Client bears ultimate responsibility for payment to First Billing of all Services provided hereunder.

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4.1 Integration with Client's Billing System

At no cost to Client, First Billing's FirstIntegration™ product team will develop one (1) file format interface with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. Client will be responsible to provide First Billing with the one file format specification and will fully cooperate with First Billing during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to First Billing security requirements Client will use First Billing's specified integration process. If the Client desires work beyond the scope of 1 file format interface, the Client and First Billing will agree to additional scope of work document with estimated costs provided to the Client for approval. The rates charged for this work are included in Schedule A.

If the Client chooses to use a different Customer Information System during the term of this agreement, the Client and First Billing will agree to create an additional scope of work document. Costs associated with the integration, up to a maximum of $10,000 will be covered by First Billing Services.

4.2 Explicit User Confirmation

First Billing shall confirm the dollar amount of all Payments and the corresponding First Billing Convenience Fee to be charged, and electronically obtain User approval of such charges prior to initiating Card or other authorizing transactions. First Billing will provide User with electronic confirmation of all transactions.

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First Billing will arrange for the Client to have a merchant account with the First Billing Authorized Processor for processing and settlement of Card transactions (a "Merchant Account Set-up").

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For authorization purposes, First Billing will electronically transmit all Card transactions to the appropriate Card-processing center, in real time as the transactions occur.

4.5 Settlement

First Billing, together with its authorized Card processor, shall forward the Payment Amounts to the appropriate Card organizations for settlement directly to the Client's depository bank account(s) previously designated by the Client (hereinafter the "Client Bank Account").

First Billing, together with First Billing Authorized Processor, will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and First Billing agree to fully cooperate with each other if First Billing were to change its settlement and invoicing processes.

4.6 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions, the Client authorizes First Billing and First Billing Authorized Processor (and/or the respective card organization) to debit the Client Bank Account for the Payment Amount and the Chargeback fee. First Billing shall credit back to the User the corresponding First Billing Convenience Fee, including any Client challenge approved by the Card organization. Subsequently, First Billing will refund all chargeback charges to the Client.

Client and First Billing agree to reasonably cooperate with each other if First Billing desires to change its settlement and invoicing processes for such transactions.

5 General Conditions of Services

5.1 Service Reports

First Billing shall provide Client with reports summarizing use of the Services by Users for each reporting period.

5.2 User Adoption Communication by Client

Client will make First Billing's Services available to its Users by multiple means of Client communication including: a) through bills, invoices and other notices; b) by providing details on the Client's website on a mutually agreed upon prominent place on the website; or c) other channels required by First Billing and reasonably acceptable to the Client. Client will provide all data required by First Billing to process Statements for print and mail.

First Billing shall provide Client with logos, graphics and other marketing materials for Client's use in its communications with its Users regarding the Services and/or First Billing.

Both parties agree that First Billing will be presented as an exclusive payment method option. Client will communicate the First Billing payment option to its Users wherever Client usually communicates its other payment methods.

Both parties agree that First Billing will be the exclusive provider of payment services and the only provider listed on the Client website, IVR, and communications.

5.3 Independent Contractor

Client and First Billing agree and understand that the relationship between both parties is that of an independent contractor.

5.4 Client's Responsibilities

In order for First Billing to provide Services outlined in this Agreement, in addition to the steps described in Section 5.2 hereof the Client shall reasonably cooperate with First Billing, including by:

(i) Entering into all applicable Card or cash management agreements if the City determines such agreements are appropriate, in its discretion.

(ii) Adding the phone number for the IVR payment method to its Website.

(iii) Adding the IVR payment and agent assisted payment options as part of the Client's general phone system.

(iv) For the purpose of providing a posting file for posting to Client's billing system, Client will provide to First Billing the file format specification currently used to post its payments to the billing system. Client will fully cooperate with First Billing and provide the information required to integrate with Client's billing system.

6 Governing Law and Venue

This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

7 Communications

7.1 Authorized Representative

Each party shall designate an individual to act as representative for the respective party, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the individuals.

7.2 Notices

All notices of any type hereunder shall be in writing and shall be given by (i) Certified or Registered Mail, return receipt, (ii) a national overnight carrier, or (iii) hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

To Client:

John Titkanich, City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922
Phone: (321) 433-8686

To First Billing:
Sharmi Rao, VP Operations
10510 Springboro Pike
Miamisburg, OH 45342
(888) 670-3488 (Phone)
(937) 436-5745 (Fax)

Notices shall be declared to have been given or received on the date delivered. Any party hereto, by giving notice in the manner set forth herein, may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

7.3 Amendment of Agreement

Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.

7.4 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement and this Agreement shall be read as if said word, sentence or paragraph did not exist.

7.5 Attorney's Fees

Should any litigation arise concerning this Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

7.6 Confidentiality and Public Records

Except to the extent required by law, Client will not disclose to any third party, or use for any purpose inconsistent with this Agreement, any confidential or proprietary non-public information it obtains during the term of this Agreement, In accordance with section 119.0701, Florida Statutes, First Billing agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. First Billing agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. First Billing also agrees to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes or as otherwise provided by law. First Billing shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, First Billing shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of First Billing upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If First Billing does not comply with a public records request, the City shall have the right to enforce the provisions of this paragraph. In the event that First Billing fails to comply with the provisions of this paragraph, and the City is required to enforce the provisions of this paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to First Billing's failure to comply with the provisions of this paragraph, the City shall be entitled to collect from First Billing prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against First Billing. 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 First Billing's failure to comply with the provisions of this Paragraph. This paragraph shall survive the termination of this Agreement.

7.7 Intellectual Property

In order that the Client may promote the Services and First Billing's role in providing the Services, First Billing grants to Client a revocable, non-exclusive, royalty-free, license to use First Billing's logo and other service marks (the "First Billing Marks") for such purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by First Billing on the IVR or the Website) or other intellectual property right of First Billing ("First Billing Intellectual Property"). All First Billing Marks, First Billing Intellectual Property, and the System and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to First Billing.

7.8 Force Majeure

First Billing and the Client will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond First Billing's reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walk-outs, extraordinary losses of utilities (including telecommunications services), external computer "hacker" attacks, and/or delays of common carrier.

7.9 Time of the Essence

First Billing and Client acknowledge and agree that time is of the essence for the completion of the Services to be performed and each party's respective obligations under this Agreement.

7.11 Counterparts

This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed and transmitted by facsimile, with such facsimile signatures fully binding and deemed an original.

7.12 Entire Agreement

This Agreement represents the entire understanding between the parties hereto with respect to its subject matter and supersedes all other written or oral agreements heretofore made by or on behalf of First Billing or Client with respect to the subject matter hereof and may be changed only by agreements in writing signed by the authorized representatives or parties. Client agrees to extend the pricing, terms, optional services and conditions of this contract to other governmental entities at the discretion of First Billing.

8 Indemnification

8.1 First Billing Indemnification and Hold Harmless

a. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Billing shall indemnify, hold harmless and defend the City of Cocoa, its officers, agents, officials, representatives, employees and attorneys (hereinafter the "City") against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of First Billing, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees in the execution, performance or non-performance or failure to adequately perform First Billing's obligations pursuant to this Agreement.

b. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Billing shall indemnify, hold harmless and defend the City of Cocoa, its officers,

agents, officials, representatives, employees and attorneys (hereinafter the "City") against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of First Billing, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees with respect to patent or copyright infringements.

8.2 Client Indemnification and Hold Harmless

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless First Billing, its affiliates, officers, directors, stockholders, agents, employees, and representatives, (collectively, the "First Billing Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including without limitation, reasonable attorney's fees and expenses) incurred by any First Billing Indemnity as a result or arising out of (i) the willful misconduct or negligence of Client related to the Services or (ii) a material breach of Client's covenants.

8.3 Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FIRST BILLING DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO THE CLIENT OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS, FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.

8.4 Limitation of Liability

Notwithstanding the foregoing, the parties agree that neither party shall be liable to the other for any lost profits, lost savings or other special, indirect or consequential damages, even if the party has been advised of or could have foreseen the possibility of such damages. First Billing's total liability for damages for any and all actions associated with this Agreement or the Services shall in no event exceed the aggregate dollar amount of the First Billing Service Fee paid to First Billing for the twelve (12) month period immediately preceding the particular payment transaction which is the subject matter of the claim of damage. The preceding limit shall not apply to any Payment Amount erroneously collected and returned.

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Agreement, so that the City's liability for any breach never exceeds the sum of $100. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Billing expresses its willingness to enter into this Agreement with the knowledge that the First Billing's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of $100 less the amount of all funds actually paid by the City to First Billing pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, First Billing agrees that the City shall not be liable to First Billing for damages in the amount in excess of $100, which amount shall be reduced by the amount actually paid by the City to First Billing pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this

Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

9 Term and Termination

9.1 Term

The initial term of this agreement shall be a period of thirty-six (36) months commencing on the Launch Date. Subsequent to the conclusion of the initial thirty-six (36) month term, the agreement may be renewed for an additional twenty-four (24) months by written agreement of both parties. The City may terminate this Agreement for convenience upon thirty (30) days prior written notice to First Billing.

9.2 Material Breach

A material breach of this Agreement shall be cured within ninety (90) days ("Cure Period") after a party notifies the other of such breach. In the event such material breach has not been cured within the Cure Period, either party can terminate this Agreement by providing the other party with a 60 day notice to the other party.

9.3 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, First Billing shall cease all Services being provided hereunder unless otherwise directed by the Client in writing.

10 Insurance

In the performance of work and services under this Agreement, First Billing agrees to comply with all federal, state and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to First Billing, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

First Billing shall maintain in full force and effect during the life of the Agreement, Workers' Compensation insurance covering all employees in performance of work under the Agreement. First Billing shall make this same requirement of any of its subcontractors. First Billing shall indemnify and save the City harmless for any damage resulting to it for failure of either First Billing or any subcontractor to take out or maintain such insurance.

The following are required types and minimum limits of insurance coverage which the First Billing agrees to maintain during the term of this Agreement:

COVERAGE	**MINIMUM LIMITS**
General Liability	$500,000 per person/incident $1,000,000 incident
Professional Liability (if applicable)	$1,000,000
Worker's Compensation	Statutory

Neither First Billing nor any subcontractor shall commence work under this Agreement until they have obtained all insurance required under this section and have supplied the City's Agreement administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall approve such certificates. All insurers shall be licensed to conduct business in the State of Florida. Insurers must have, at a minimum, a policyholders' rating of "A", and a financial class of "VII" as reported in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception. All policies provided shall be per Occurrence, not Claims Made, forms. First Billing's insurance policies shall be endorsed to add the City of Cocoa as an Additional Insured. First Billing shall be responsible for all deductibles. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice have been given to the City by certified mail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Client:	**First Billing Services, LLC**
By:_____	By:_____
John Titkanich, City Manager	Patrick Dorsey, Chief Executive Officer
Date:_____	Date: _____

Schedule A – First Billing Service Fee Schedule

First Billing Service Fee charged to the Client and Convenience Fee charged to the User will be based on the selected program checked below:

Client Name: The City of Cocoa
Client Address: 65 Stone Street, Cocoa, FL 32922
Contact: Lora Howell

____X_____ Convenience Fee Program

Average Bill Amount - $91.00 Number of Billable Client Accounts : 85,000

Package Includes:

- All payment channels and types outlined below, E-billing and E-presentment

Payments Channels

- Web Portal (User and Agent)
- IVR
- Text and Pay & Mobile
- Agent-assisted
- In-office

Bill Design – Redesign bill with new graphic using existing SunGard print export – $1,875.00

Payment Types (Visa, MasterCard, Discover, American Express and E-Checks)

- Credit/Debit Card (Residential accounts): **$2.99** per transaction (maximum: $300.00/transaction)
- E-Check **$2.99** per transaction
- Credit/Debit Card (Residential accounts): **$3.25** per transaction (max: $300.00/transaction) (Agent-Assisted Channel only)
- Credit/Debit card (Commercial accounts): **$2.99** per transaction (*up to $300.00*)
- Credit/Debit card (Commercial accounts): **2.65% + $0.10** per transaction (*over $300.00*)

In-office Terminals

- E3 Pin pad terminals (6): No charge for first 6 pads – $299.00 per pad

Optional Services

- Lockbox : **$0.25** per transaction
- eLockbox: **$0.10** per transaction
- Statement printing: **$0.10** per page, $.075 per additional page, $.001 per insert
  - Each statement includes single 8.5” x 11” sheet Laser, duplex on perforated paper
  - Multi-Color front, 1 color back
  - #10 Double window envelope, #9 Single window return envelope
  - Mailing (postage paid by customer)

Software Services Included:

- FirstAgent™ , FirstChoice™, FirstIVR™, FirstMobile™ , FirstSecure™, Text and Pay

Professional Services (optional):

- 145.00 per hour for software development, 175.00 per hour for project management

Absorbed Fee Program (All charges paid by the client – City of Cocoa)

Average Bill Amount - $91.00 Number of Billable Client Accounts : 85,000

Package Includes:

- All payment channels and types outlined below

Payment Types (Visa, MasterCard, Discover, American Express and E-Checks)

Bill Design – Redesign bill with new graphic using existing SunGard print export – $1,875.00

Payments Channels

- Web Portal : Credit/Debit/E-check fee + $0.15 per transaction
- IVR: Credit/Debit/E-check fee + $0.15 per transaction
- Text and Pay / Mobile: Credit/Debit/E-check fee + $0.15 per transaction
- Agent-assisted: Credit/Debit/E-check fee + $0.25 per transaction
- In-Office: Credit/Debit/E-check fee + $0.15 per transaction

In-office Terminals

- E3 Pin pad terminals(6): No charge for first 6 pads – $299.00 per pad

Services

- Monthly hosting: **$500.00** per month
- PCI Compliance / First Secure: **$250.00** per month
- E-payment processing fee: **$0.10** per item
- ACH returns: **$1.00** per item
- Online document archival: **$0.12** per item
- E-presentment: **$0.12** per item
- E-billing: **$0.15** per item

Optional Services

- Lockbox : **$0.25** per item
- eLockbox: **$0.10** per item
- Statement printing: **$0.10** per page, $.075 per additional page, $.001 per insert
    - Each statement includes single 8.5” x 11” sheet Laser, duplex on perforated paper.
    - Multi-Color front, 1 color back
    - #10 Double window envelope, #9 Single window return envelope
    - Mailing (postage paid by customer)

Software Services Included:

- FirstAgent™ , FirstChoice™, FirstIVR™, FirstMobile™ , FirstSecure™, Text and Pay

Professional Services (optional):

- 145.00 per hour for software development, 175.00 per hour for project management

RESOLUTION NO. 2017-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase described in Exhibit A would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, **BREVARD COUNTY, FLORIDA, that:**

SECTION 1. The purchase described in Exhibit A is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 24th day of October, 2017.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

EXHIBIT "A"

To Resolution No. 2017-108

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of First Billing Services Electronic Bill Presentment Payment platform from First Billing.

The Department Director has provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

_____

John A. Titkanich, Jr., AICP
City Manager

Cathedral SINCE 1916
CORPORATION

CITY OF COCOA UTILITIES
PIGGY BACK AGREEMENT TO
CITY OF MELBOURNE CONTRACT NO. 12-133-0-2012
UTILITY BILLING SERVICES

ADDENDUM TO EXTEND TERM OF AGREEMENT

Cathedral Corporation ("Cathedral") and the City of Cocoa ("CLIENT") agree to extend the City of Cocoa Piggy Back Agreement to the City of Melbourne Contract No. 12-133-0-2012 for an additional two year period starting June 1, 2016 and ending May 31, 2018.

Attached to this Addendum is a copy of the executed Contract Amendment to the City of Melbourne Contract No. 12-133-0-2012 authorizing the two year contract extension.

All other terms and conditions of the Agreement shall not change and remain in effect.

CATHEDRAL CORPORATION	CLIENT: City of Cocoa
David R Salazar Signature	John A. Titkanich, Jr. Name (Type or Print)
DAVID R. SALAZAR Name	City Manager Title
EVP Title	4/12/2016 Date
4/15/2016 Date	

Cathedral Corporation
6851 TPC Drive, Orlando, FL 32822-5141 • 800-852-3174
Telephone 407-351-0232 • Fax 407-363-4586
www.cathedralcorporation.com

City of Melbourne
SIXTH AMENDMENT TO SERVICE CONTRACT

UTILITY BILLING SERVICES- TERM CONTRACT
CONTRACT # 12-133-0-2012

This Sixth Amendment to Service Contract No. 12-133-0-2012, Utility Billing Services, dated ~~February 14, 2013~~ March 1st is entered into by and between the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue (the "CITY") and **CATHEDRAL CORPORATION**, a New York corporation whose address is 632 Ellsworth Road, Rome, New York 13440, (the CONTRACTOR") (Collectively the "Parties").

The City and the Contractor agree as follows:

1. The Contract entered into on February 13, 2013, is hereby renewed for an additional twenty-four (24) months term beginning June 1, 2016 through May 31, 2018.

2. Except as expressly provided in this Sixth Amendment to service Contract No. 12-133-0-2012, Utility Billing Services, all of the terms and provisions of the Contract are and will remain in full force and effect and are hereby ratified and confirmed by the CITY and the CONTRACTOR. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Contract or as a waiver of or consent to any further or future action on the part of either the CITY or the CONTRACTOR that would require the waiver or consent of the other party.

The Parties duly execute this amendment to become effective as of the date first written above.

CITY OF MELBOURNE, FLORIDA
A Florida municipal corporation

By: Lanaee Gilmore Date 3-14-16
Lanaee Gilmore, CPPO, CPPB
Its: Procurement & Contracts Manager
900 E. Strawbridge Avenue
Melbourne, Florida 32901

CATHEDRAL CORPORATION
A New York corporation

By: David Salazar Date 3-11-2016
Name: David Salazar
Its: Executive Vice President
632 Ellsworth Road
Rome, New York 13440

Legislation Details (With Text)

File #:	17-438	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Multi-Year Contract
File created:	9/29/2017			**In control:**	City Council
On agenda:	10/24/2017			**Final action:**	
Title:	Approval of a resolution waiving the competitive bidding process, because of sole source, and approval of multi-year contract between the City of Cocoa and Axon Enterprise Inc. for five (5) years ending on September 30, 2022 and authorizing the City Manager to execute the contract. This will allow for the replacement of ten (10) existing outdated/aging Tasers. City of Cocoa Project # PD15TS. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa Police Dept. - FL -(10) 22002 T60 TU Revised Sole Manufacturer Letter 4.5.17 SS-PD-Axon Tasers (10-5-17) Sole Source Resolution 2018.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 27, 2017
Agenda Date: October 24, 2017
Prepared By: John Hankins, Police Department, Major
Through: Michael Cantaloupe, Police Department, Chief of Police
Requested Action:
Council approval of a resolution waiving the competitive bidding process, because of sole source, and approval of multi-year contract between the City of Cocoa and Axon Enterprise Inc. for five (5) years ending on September 30, 2022 and authorizing the City Manager to execute the contract. This will allow for the replacement of ten (10) existing outdated/aging Tasers. City of Cocoa Project # PD15TS.

BACKGROUND:

The City of Cocoa Police Department currently provides all uniformed personnel with Tasers. As with all technology and equipment, there comes a time when the equipment becomes outdated, worn and/or broken. To replace the aging equipment in a cost-effective manner, Axon Enterprises (fka, Taser International) has introduced a replacement plan where payments are spread out over the course of a five (5) year contract. The new Tasers would also include technology to activate the officer's assigned body camera as well as all cameras within a designated vicinity.

Ten (10) new Tasers and associated equipment would be received and ten (10) current Tasers would be taken out of service and destroyed, thus providing our agency with a $1000.00 discount. Axon

also included an updated data download kit at no charge for an additional $176.49 discount.

Utilizing designated funds from account 001-2100-521.44-00 and 001-2100-521.42-00 under project # PD15TS, approved by council for FY2018, the Police Department requests to enter into a multi-year contract as follows:

FY 2018:
- Ten (10) Tasers and associated equipment: $7,682.69
- Estimated Shipping: $246.82
- Discount: -$1,176.49
- Year 1 Total: $6,753.02

FY 2019:
- Year 2 Total: $3,120.00

FY2020:
- Year 3 Total: $3,120.00

FY2021:
- Year 4 Total: $3,120.00

FY2022:
- Year 5 Total: $3,120.00

STRATEGIC PLAN CONNECTION:
Public Safety/Crime Prevention

BUDGETARY IMPACT:
Budgeted FY2018 Yes

Amount Total	$7,682.69
Amount Discounted:	$1,176.49
Amount Requested	$6,506.20
Account Number	001-2100-521.44-00
Account Name	Rentals and Leases

Amount Requested	$246.82
Account Number	001-2100-521.42-00
Account Name	Postage and Freight

Future Fiscal Impacts for FY2019-FY2022

FY2019:
$3,120.00
FY 2020:
$3,120.00
FY2021:
$3,120.00
FY2022:
$3,120.00

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Council approval of a resolution waiving the competitive bidding process, because of sole source, and approval of multi-year contract between the City of Cocoa and Axon Enterprise Inc. for five (5) years ending on September 30, 2022and authorizing the City Manager to execute the contract. This will allow for the replacement of ten (10) existing outdated/aging Tasers. City of Cocoa Project # PD15TS.

Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: (480) 999-6152

John Hankins
(321) 637-6306
(321) 639-7644
jhankins@cocoapolice.com

Quotation

Quote: Q-110390-3
Date: 7/19/2017 12:49 PM
Quote Expiration: 12/31/2017
Contract Start Date*: 11/1/2017
Contract Term: 5 years

AX Account Number:
108302

Bill To:
Cocoa Police Dept. - FL
City of Cocoa/Accounts Payable
65 Stone Street
Cocoa, FL 32922
US

Ship To:
John Hankins
Cocoa Police Dept. - FL
1226 W. King St.
Cocoa, FL 32922
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Joshua Taylor	(480) 463-2155	jotaylor@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1 Hardware /T60 TU/ Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
10	22002	HANDLE, BLACK, CLASS III, X2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
10	85176	TASER 60 YEAR 1 PAYMENT: X2 BASIC	USD 312.00	USD 3,120.00	USD 1,000.00	USD 2,120.00
10	22504	HOLSTER, BLACKHAWK, LEFT, X2, 44HT01BK-L-B	USD 0.00	USD 0.00	USD 0.00	USD 0.00
20	22151	CARTRIDGE, PERFORMANCE, SMART, 25'	USD 0.00	USD 0.00	USD 0.00	USD 0.00
130	22151	CARTRIDGE, PERFORMANCE, SMART, 25'	USD 33.74	USD 4,386.20	USD 0.00	USD 4,386.20
10	70116	PPM, SIGNAL	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	22013	KIT, DATAPORT DOWNLOAD, USB, X2/ X26P	USD 176.49	USD 176.49	USD 176.49	USD 0.00

Year 1 Hardware /T60 TU/ Due Net 30 Total Before Discounts:	USD 7,682.69
Year 1 Hardware /T60 TU/ Due Net 30 Discount:	USD 1,176.49
Year 1 Hardware /T60 TU/ Due Net 30 Net Amount Due:	USD 6,506.20

Year 2 Due 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
10	85177	TASER 60 YEAR 2 PAYMENT: X2 BASIC	USD 312.00	USD 3,120.00	USD 0.00	USD 3,120.00
					Year 2 Due 2018 Total Before Discounts:	USD 3,120.00
					Year 2 Due 2018 Net Amount Due:	USD 3,120.00

Year 3 Due 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
10	85178	TASER 60 YEAR 3 PAYMENT: X2 BASIC	USD 312.00	USD 3,120.00	USD 0.00	USD 3,120.00
					Year 3 Due 2019 Total Before Discounts:	USD 3,120.00
					Year 3 Due 2019 Net Amount Due:	USD 3,120.00

Year 4 Due 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
10	85179	TASER 60 YEAR 4 PAYMENT: X2 BASIC	USD 312.00	USD 3,120.00	USD 0.00	USD 3,120.00
					Year 4 Due 2020 Total Before Discounts:	USD 3,120.00
					Year 4 Due 2020 Net Amount Due:	USD 3,120.00

Year 5 Due 2021

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
10	85180	TASER 60 YEAR 5 PAYMENT: X2 BASIC	USD 312.00	USD 3,120.00	USD 0.00	USD 3,120.00
					Year 5 Due 2021 Total Before Discounts:	USD 3,120.00
					Year 5 Due 2021 Net Amount Due:	USD 3,120.00

Subtotal	USD 18,986.20
Estimated Shipping & Handling Cost	USD 246.82
Grand Total	USD 19,233.02

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

TASER 60 Sales Terms and Conditions

This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: http://www.axon.com/legal, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Axon Enterprise, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at https://www.axon.com/legal/sales-terms-and-conditions. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (if needed): _____

Quote: Q-110390-3

Please sign and email to Joshua Taylor at jotaylor@taser.com or fax to (480) 999-6152

THANK YOU FOR YOUR BUSINESS!

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Certificate of Destruction

Agency Name: _____

Quote/PO Number: _____

Product/ Quantity to be destroyed: **M26:** _____ **X26:** _____ **Other:** _____

Customer certifies that all products for which Customer receives a trade-up discount will be removed from service to be destroyed and rendered permanently nonfunctional. Destruction of units should be performed according to Customer's policy. Products traded-in may not be resold or redistributed. TASER is not responsible for Product warranty or liability related to traded-in products, reserves the right to invoice Customer for the discounted amount for any device not destroyed, and reserves the right to require verification that destruction has been performed.

Form completed by: _____

Signature (Digital is acceptable or scan)

_____

Printed name, title

_____

Date

Return the signed form to your sales representative along with your purchase order/quote.

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▲

Title: {Title}
Department: {Department}
Version: {Version}
Release Date: {Release Date}

April 5, 2017

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Conducted Electrical Weapons

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor of all TASER brand products in the States of AR, CT, DE, FL, GA, HI, IA IL, IN, KS, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, TX, VA, VI, VT, WI, WV, and the District of Columbia and Guam.

TASER CEW Descriptions

X2 CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart Cartridges only

X26P CEW

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.

- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

TASER Brand CEW Model Numbers

1. Conducted Electrical Weapons (CEWs):
   - TASER X2 Models: 22002 and 22003
   - TASER X26P Models: 11002 and 11003

2. Optional Extended Warranties for CEWs:
   - X2 - 4-year extended warranty, item number 22014
   - X26P - 2-year extended warranty, item number 11008
   - X26P - 4-year extended warranty, item number 11004

3. TASER standard cartridges (compatible with the X26P; required for this CEW to function in the probe deployment mode):
   - 15-foot Model: 34200
   - 21-foot Model: 44200
   - 21-foot non-conductive Model: 44205
   - 25-foot Model: 44203
   - 35-foot Model: 44206

4. TASER Smart cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
   - 15-foot Model: 22150
   - 25-foot Model: 22151
   - 25-foot inert simulation Model: 22155
   - 25-foot non-conductive Model: 22157
   - 35-foot Model: 22152

5. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 CEWs.
   - TASER CAM HD replacement battery Model: 26764
   - TASER CAM HD Download Kit Model: 26762
   - TASER CAM HD optional 4-year extended warranty, item number 26763

6. Power Modules (Battery Packs) for X26P and X2 CEWs:
   - Performance Power Magazine (PPM) Model: 22010
   - Tactical Performance Power Magazine (TPPM) Model: 22012
   - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
   - eXtended Performance Power Magazine (XPPM) Model: 11010
   - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
   - Axon Signal Performance Power Magazine (SPPM) Model: 70116

7. TASER Dataport Download Kits:
   - Dataport Download Kit for the X2 and X26P Model: 22013

8. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023

9. Conductive Target front Model 80000 and Conductive Target back, Model 80001

10. CEW Holsters:
    - Right-hand X2 holster by BLACKHAWK Model: 22501
    - Left-hand X2 holster by BLACKHAWK Model: 22504
    - Right-hand X26P holster by BLACKHAWK Model: 11501
    - Left-hand X26P holster by BLACKHAWK Model: 11504

11. TASER Simulation Suit II Model 44550

TASER Product Packages

1. Officer Safety Plan: includes a CEW, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.

2. TASER Assurance Plan (TAP): Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P CEWs, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)

3. TASER 60: Pay for X2 and X26P CEWs and Spare Products in installments over 5 years.

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND CEW PRODUCTS TEXAS	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND CEW PRODUCTS
Axon Enterprise, Inc. **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**	**Axon Enterprise, Inc.** **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner
Executive Vice President, North American Sales
Axon Enterprise, Inc.

BLACKHAWK! is a trademark of the Blackhawk Products Group.

The 'Delta Axon' logo, Axon, Axon Signal, Evidence.com, Smart Cartridge, TASER CAM, Trilogy, X2, X26P, TASER, and the 'Bolt within Circle' logo are trademarks of Axon Enterprise, Inc., some of which are trademarks in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2017 Axon Enterprise, Inc.

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RESOLUTION NO. 2017-109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase described in Exhibit A would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, **BREVARD COUNTY, FLORIDA, that:**

SECTION 1. The purchase described in Exhibit A is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 24th day of October.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

EXHIBIT "A"

To Resolution No. 2017-109

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the replacement of ten (10) existing outdated/aging Tasers from Axon Enterprises, Inc.

The Department Director has provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

_____

John A. Titkanich, Jr., AICP
City Manager

Legislation Details (With Text)

File #:	17-448	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	10/6/2017			**In control:**	City Council
On agenda:	10/24/2017			**Final action:**	
Title:	Approve Task Order 2018-87 with CH2M Hill Engineers, Inc. for FY2018 Program Management Services for Cocoa Utilities Operating Revenue Funded Projects effective October 1, 2017 through September 30, 2018; To Authorize the City Manager to Execute the Task Order; and To Approve the Third and Final Amendment to Purchase Agreement effective November 11, 2017 through November 10, 2019. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-UT-CH2M 2018-87 (10-6-17) $1,423,955 T.O. 2018-87 Proposal - signed by CH2M Letter -Amendment to Purch Agmt Renewal CH2M HILL 3RD AMENDMENT (FINAL) Revised 10.09.2017 - signed by CH2M				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 6, 2017
Agenda Date: October 24, 2017
Prepared By: Norma E. Hernandez, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2018-87 with CH2M Hill Engineers, Inc. for FY2018 Program Management Services for Cocoa Utilities Operating Revenue Funded Projects effective October 1, 2017 through September 30, 2018; To Authorize the City Manager to Execute the Task Order; and To Approve the Third and Final Amendment to Purchase Agreement effective November 11, 2017 through November 10, 2019

BACKGROUND:

On November 11, 2008, City Council approved an agreement with CH2M Hill for Engineering Services for Water Supply, Treatment, Transmission and Distribution Projects to terminate on the fifth (5^{th}) anniversary of the effective date with the options to extend the period of performance for three (3) additional two-year renewals at the agreement of both parties.

On October 22, 2013, City Council approved the first amendment to purchase agreement for 24 additional months, at the same terms and conditions effective November 11, 2013, through November 10, 2015.

On November 10, 2015, City Council approved the second amendment to purchase agreement for 24 months, at the same terms and conditions effective November 11, 2015 through November 10, 2017.

Task Order 2018-87 is divided into the following tasks:

- Task 1 - Program Management & Administration
- Task 2 - Program Design Management and Construction Project Support
- Task 3 - Technical and Regulatory Support
- Task 4 - Construction Inspection Services
- Task 5 - Utility Information Management Systems Support
- Task 6 - Dyal Water Treatment Plant Support
- Task 7 - Instrumentation and Control Systems Project Management Support
- Task 8 - Pipeline Condition Assessment Support
- Task 9 - Program Website

CH2M Hill Engineers, Inc. will provide the above services for a total amount of $1,423,955.

Staff recommends approval of Task Order 2018-87 and the third and final amendment to purchase agreement.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$1,423,955
Account Number	421-4055-536.63-00, WS1221
Account Name	Infrastructure
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On September 13, 2011, City Council approved Task Order 2011-02 as a multi-year from FY2011 through FY2012 for Program Management Plan and Mobilization in the amount of $172,041 of which for $26,388.20.

On January 24, 2012, City Council approved Task Order 2012-02 in the amount of $149,531 of which of which $$82,339 was spent.

On September 25, 2012, City Council approved Task Order 2012-27 for a continued scope of Program Management Services in the amount of $1,217,396 of which $$976,857 was spent.

On September 24, 2013, City Council approved Task Order 2014-46 in the amount of $1,488,339.09 of which $$1,482,238 was spent.

On September 23, 2014, City Council approved Task Order 2015-62 for Program Management Services in the amount of $2,069,567 of which $1,711,320 was spent.

On September 22, 2015, City Council approved Task Order 2016-69 for Program Management Services in the amount of $1,894,815 of which $1,305,437 has been spent as of to date.

On September 27, 2016, City Council approved Task Order 2017-79 for Program Management Services in the amount of $1,498,370 of which $1,341,180.59 has been spent as of to date ($157,189.41 remaining).

RECOMMENDED MOTION:

To Approve Task Order 2018-87 with CH2M Hill Engineers, Inc. for FY2018 Program Management Services for Cocoa Utilities Operating Revenue Funded Projects effective October 1, 2017 through September 30, 2018; To Authorize the City Manager to Execute the Task Order; and To Approve the Third and Final Amendment to Purchase Agreement effective November 11, 2017 through November 10, 2019.

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City of Cocoa
Task Order 2018-87

FY 2018 Program Management Services for Cocoa Utilities CIP Projects

Objective

The purpose of this task order is to provide program management services, including program management/administration, design management, construction project support and public involvement services in support of funded Cocoa Utilities Capital Improvement Plan (CIP) program projects listed in Attachment A which are funded by the City's Fiscal Year 2018 (FY 2018) budget. This task order is intended to include the estimated level of effort to provide the above described services on a time basis compensation method for the period from October 1, 2017 through September 30, 2018. Services proposed by CH2M HILL in this Task Order will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008.

Scope of Services

Task 1 – Program Management & Administration

Task 1.1 Program Management and Administration

1.1.1 Program Management and Oversight

Day-to-day activities, processes and procedures of CH2M HILL's Program Management Team (PMT) staff will be the responsibility of CH2M HILL's Program Manager, who will receive direction and input from the Cocoa Utilities Director. The following tasks, services, meetings and deliverables will be provided under this task:

- **Program Coordination Meeting** - The PMT will prepare for and attend a monthly coordination meeting with Cocoa Utilities to review program progress and discuss issues impacting program delivery.
- **Finance and Purchasing Coordination Meeting –** The PMT will coordinate a monthly meeting with Cocoa Utilities, City Finance, and City Purchasing Departments to address the status of pending CIP contract actions as well as any contracting issues impacting program delivery.
- **Monthly Progress Report (MPR) –** The PMT will produce a general CIP progress report each month suitable for an audience both internal and external to Cocoa Utilities to address Program progress and key issues.
- **Program Review/Update Meetings –** The PMT will coordinate with Cocoa Utilities to develop and schedule program update meetings as needed to periodically review and/or update City staff stakeholders on CIP delivery status and progress. The PMT

will provide briefing material and presentations (up to 4 anticipated) as needed.

1.1.2 FY2018 Validation and FY19-23 Capital Improvement Plan Update

As part of the 2013 Water Capital Plan, an annual process was developed that revalidated carry forward and new capital project costs and scope for the new fiscal year, and the current year projects are inputted into a cost-loaded schedule database for day to day management over the course of the new fiscal year. The second effort of this task is the re-validation of the following year's 5-year CIP, new project development, cost estimating, prioritization, funding analysis, and CIP database population/quality control. Please note that the FY19 to FY40 Water Capital Plan Update will be underway in parallel with this task order in FY2018, and is scheduled to be complete by May 2018. It is anticipated that the existing 2013 Capital Plan prioritization processes and weighting will be used for this FY19 CIP update between December 2017 and March 2018. The outcome of the annual validation and CIP update tasks will include several deliverables as follows:

1. FY2018 budget adjustment based on re-validation results and FY2017 budget closeout activities. Execution will include close coordination with Utility and Finance Department in the development and processing of budget adjustments.
2. Updated program management plan focusing on execution requirements for FY2018 which includes a re-baselined CIP schedule.
3. Allocation of FY2017 program costs to individual projects for archival of the prior years costs.
4. Updated capital plan database for the FY19-23 time period, coordinated thru City's Utility Department.

Task 1.2 Program Controls

General

The Program Control System (PCS) consists of schedule and cost control tools and processes integrated in a system that maintains current scope, cost and schedule status of the CIP projects.

1.2.1 Scheduling

The PCS will include a Master Program Schedule (MPS) developed, maintained and updated through the Project Manager Schedule Update Meetings. The initial MPS was prepared by CH2M HILL which included the validated bond funded capital projects and was expanded as part of the program management services task orders to include selected operating revenue funded projects.

The MPS will be re-baselined at the beginning of each new fiscal year as part of the annual validation process as described in Section 1.1.2 above. The MPS will be a cost-loaded schedule containing the CIP projects maintained at a level of detail sufficient for the PMT and Cocoa Utilities to track and manage CIP progress. The following meetings and deliverable will be provided under this task:

- MPS Report – Each month the PMT will distribute to each Cocoa Utilities Project Managers and Utilities Director the MPS for the projects listed in Attachment A for review.
- Project Manager (PM) Schedule Update Meeting - The schedule for each project in Attachment A will be updated monthly in the MPS during PM Schedule Update Meetings to show actual schedule progress as percent complete.

1.2.2 Cost Control

The PCS will include a CIP projects data base used by the PMT to manage key program data (e.g. scope, cost, contracts, changes, etc.), especially as it relates to project and program costs.

1.2.2.1 Cost Control Activities

The PMT will coordinate the monthly cost data transfer from the City's financial system into the CIP database, conduct quality control review of the data, resolve any discrepancies, and obtain any missing information. The financial details of project progress will be updated and available for review in the PCS. The PCS will also access relevant information to produce reports and other data essential to the management of the overall program. The PMT will maintain and report on key performance indicators (KPIs) as needed to monitor and manage CIP program delivery progress, and to aid the City and PMT in measuring delivery and financial performance. The PMT will produce KPI reports using the same methodology as previously developed and approved by Cocoa Utilities.

1.2.2.2 Change Management

The City of Cocoa prefers to not have a formalized change management process; therefore, the City and PMT will discuss potential or upcoming changes in capital projects in program status meetings and City project managers will alert CH2M HILL Program or Deputy Program Managers of scope, cost and schedule changes, so impacts can be thoroughly analyzed and documented.

1.2.3 Document Controls

Cocoa has selected to operate and maintain their own document control process by implementing a directory of capital projects on their server. The PMT will mimic this directory structure on CH2M HILL servers and will turn any pertinent documents over to Cocoa's document manager on a periodic basis. Each individual project manager will be responsible for tracking status of documents and utilizing document control procedures described in the program management plan.

Task 1 Deliverables

- Program Coordination Meeting (Monthly, or as otherwise directed by Cocoa Utilities)
- Purchasing Coordination Meeting (Monthly, or as otherwise directed by Cocoa Utilities)
- Project Manager Schedule Update Meeting (Monthly)

- Monthly CIP Financial Report (Monthly, or as otherwise directed by Cocoa Utilities)
- Master Program Schedule Update (Monthly)
- FY2018 budget adjustment recommendation
- Updated capital plan database , re-baselined schedule

Task 2 – Program Design Management and Construction Project Support

2.1 Design Program Management

This task is for overall management of the program design requirements and activities that correspond to the scope and time period of the projects being designed via this task order. This task includes day-to-day planning, staff management, project coordination, technical assistance and general consultant / contractor coordination and will be led by the Program Manager. Specific responsibilities include the following:

- **Program Planning –** Track status of design performance on CIP projects, assist with change management to design projects, analyze work distribution among the design consultants, and oversee assignment of design projects to consultants.
- **Design Consultant Team Oversight –** Oversee the performance of the design consulting firms under contract for the Program, review and provide feedback on their performance, assist with development of recovery plans to correct performance deficiencies.
- **Program Design Coordination & Administration –** Coordinate the efforts of the design management team with the City, program management and project controls, and participate in regular coordination meetings for individual projects and those identified in Attachment A, prepare analysis and documentation needed for the CIP, and assist with preparation of supporting materials for requests for financial grants/funding.
- **Meeting Participation** - Participation in Program Management meetings as described in 1.1.1.

2.2 Project Design Management and Construction Project Support

The Program Design Management Team (DM-T) will provide design project management, construction project support and technical assistance for the specific projects shown in Attachment B, or as otherwise directed by Cocoa Utilities. Cocoa Utilities staff and CH2M HILL will act together as the DM-T to deliver these projects. As discussed with Cocoa Utilities, responsibilities for these projects have been assigned to either Utilities staff or CH2M HILL. These assignments are identified in Attachment B and were utilized in estimating CH2M HILL's level of effort for Task 2.2 specifically.

As described below, activities are aligned with general program level design/construction management services and coordination as well as management of individual projects performed by engineering consultants or general contractors contracted with Cocoa. The DM-T will also provide project management support during construction projects.

Construction management and inspection services will be provided either by the design consultant, City staff or CH2M HILL as outlined in Attachment B.

Project Design Management

Design Contract Management

The DM-T will administer the design task order for each project or group of projects on behalf of the City and function as a liaison between the design consultant and the PMT, monitor progress and schedule, review quality, manage change and, in general, assure that the project is proceeding according to plan. The DM-T will coordinate closely with the City Project Manager during the execution of each project.

Project Definition

The DM-T will develop a Project Definition Memorandum containing the design criteria and requirements for the projects to be completed under a Task Order. The Project Definition Memorandum will be provided to the project design team. A Project Definition Memorandum will be prepared for each project or group of projects to be executed by the selected design consultant.

The DM-T will coordinate with the Cocoa Utilities staff to collect existing information on each project.

Task Order Review and Negotiation

The DM-T will work with the City to develop, review and negotiate consultant planning and design task orders for the projects identified under the program. Meetings will be held with the design consultants to discuss the project scope and purpose. The task order scope submitted by design consultants will be reviewed for compatibility with the design intent.

The task order scope negotiated with each design consultant will be submitted and reviewed by Cocoa Utilities and the DM-T. Upon DM-T acceptance of final task order scope, City staff will review and provide final approval before processing the Task Order.

Project Execution

The DM-T will work with the City during execution of the project to include progress and performance monitoring, communications with the design consultant, conduct kick-off meetings and engineering document review meetings, and progress status reporting. The DM-T will review meeting minutes and invoices submitted by the design consultants. The DM-T will provide limited assistance (e.g. routine coordination with surveyor contracted by City or design consultant for legal description, review of easement documentation for accuracy of project-related information only, etc.) with property acquisition tasks.

Quality Control

The DM-T will conduct quality control project reviews for the program projects. Reviews will be performed for design projects at 30, 60, 90 and 100% levels of completion and review meetings held with the design consultants. For reports and permit applications, reviews will be performed on the draft submittal. The technical responsibility of the design professional, to include ensuring the design performs as intended, will remain with the design consultants. The quality reviews will be for the purpose of compliance with design intent of the City and the Task Orders under which the designs were prepared.

Cost Estimating

Cost estimating support will be provided by the design consultants for DM-T review. The PMT will provide additional cost estimating services for capital projects when requested by City.

Project Management during Bidding and Construction Phase

This task includes DM-T responsibilities related to program bidding and construction activities including, but not limited to:

- Coordination with Utilities Engineering and Purchasing Department regarding preparation of bid packages and addendum coordination.
- Review and evaluation of bids. Scope does not include attendance by the DM-T at pre-bid, pre-award, or pre-construction meetings.
- Assistance in resolving issues with the design consultant's services during construction for submittal reviews, processing of requests for information, processing of change requests, and design of necessary changes during construction.
- Review progress on submittal review by the design consultant and contractor
- Review of construction pay applications and schedule updates
- Attendance at monthly construction meetings
- Assistance with certification of completion for permits.
- Assistance with review of the as built drawings between the design consultant and Contractor.

Technical Assistance

CH2M HILL will provide technical assistance as identified in Attachment B when requested by the City to address any project issues.

Deliverables

The documents listed below will be reviewed and approved by Cocoa Utilities staff and stored in the document control system:

- Project definition memoranda
- Review comments of 30%, 60%, 90% and 100% design documents and draft reports and permit applications from design consultants
- Bid package preparation assistance including review of addenda
- Review of consultant invoices and contractor pay applications

Task 3-Technical and Regulatory Support

CH2M HILL will provide engineering and operational assistance in support of various technical and regulatory issues. Updates will be coordinated with Cocoa Utilities when regulatory issues/impacts to the CIP arise on topics including water resources, well field

operations and performance evaluation, drinking water treatment, water quality in the treatment and distribution systems, wastewater collection/treatment, water treatment/distribution, effluent management, permitting and numerical nutrient criteria. CH2M HILL will also attend regulatory meetings conducted by regulatory agencies, professional societies and Central Florida utilities when requested by Cocoa Utilities. An allowance of $102,713 has been provided under this task order. When the City requests technical or regulatory support, CH2M HILL will provide a scope and estimated level of effort for City review. The City will provide written authorization to proceed to CH2M HILL to proceed.

Task 4 – Construction Inspection Services

Cocoa has requested staff augmentation of their construction inspection team on an as-need basis for capital and treatment/storage/pumping related projects. An estimated 208 hours has been provided in this task order for construction related support, which includes one inspector for one day a week for 6 months. When the City requests construction inspection services, construction management procedures and process development, or City staff training, CH2M HILL will provide a scope and estimated level of effort for City review. The City will provide written authorization to proceed to CH2M HILL to proceed.

The presence or duties of CH2M HILL's personnel at a construction site, whether as onsite representatives or otherwise, do not make CH2M HILL or CH2M HILL's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

The presence of CH2M HILL's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CH2M HILL neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

Assumptions

The following assumptions were used to develop Task 4:

- No field office will be required for PMT construction inspectors. Staff will be housed in offices provided by the City. If field offices are required due to nature or location of project this will be provided by contractor as part of bid.

- Record drawings, based on as-builts from the Contractor, will be prepared by the design consultant.
- Any required certifications for completion will be prepared by the designated engineer of record which will be the firm or entity who prepared the design.

Deliverables

Construction inspection related deliverables associated with this task may include, but are not limited to;

- Daily inspection reports
- Materials testing reports and logs
- Pressure/bacteriological testing reports and logs
- Conversation records
- Review comments for contractor pay requests
- Review comments for contractor red-lined as-built drawings

The documents listed above will be reviewed and approved by Cocoa Utilities staff and stored in the document control system.

Task 5 Utility Information Management Systems Support

CH2M HILL will provide as-needed GIS and information management support services to the Utility. Types of support activities may include but is not be limited to; further development and implementation of best management practices, staff augmentation for GIS updates, development of a GIS strategic plan, support to field operations with implementation of INFO water and transfer of data to GIS, as well as development of communication tools and processes for use by the Utility. A total budget of 1,248hours of support have been included for Task 5 and the PMT will keep the City appraised of any concerns on budget once the work plan is complete.

Task 6 Dyal Treatment Plant Support

CH2M HILL will provide capital and renewal and replacement (R&R) related project management, engineering and operations support to Dyal Treatment Plant managers. CH2M HILL will prepare for and attend an initial FY2018 work planning meeting with plant management staff and then develop a work plan and cost loaded schedule based on the outcome of the meeting. CH2M HILL will also provide project management and engineering support for tasks outlined in the work plan and work under the direction of plant management staff in implementing the identified activities for execution. The as-needed budget for Task 6 is based on 4 hours per week of project management and senior engineering support and 168 additional hours for technical support. The PMT will keep the City appraised of any concerns on budget once the work plan is complete.

CH2M HILL will also make available operations specialist support to aid in resolving operations and water quality issues at the plant and distribution system as well as implementation of any efficiency approaches identified in the 2013 Capital Plan. Operations Specialist support has been budgeted for 8 hours per week in Task 6. A total budget of 1,000 hours of support have been included for Task 6.

Task 7 Instrumentation and Control Systems Project Management Support

CH2M HILL will provide onsite project management, engineering assistance, construction and inspection services, and material procurement services to support the SCADA and instrumentation/control systems in the Utility water system. CH2M HILL is currently working on a complete upgrade of the SCADA system; however, there are many challenges with keeping the older system running while the upgrade is being implemented. CH2M HILL will prepare for and attend an initial FY2018 work planning meeting with Dyal Maintenance Manager and then develop a work plan based on the outcome of the meeting. CH2M HILL will also provide project management and engineering support to tasks outlined in the work plan and work under the direction of Maintenance Manager in implementing the identified activities for execution. The as-needed budget for Task 7 is based on 24 hours per week of support by a mid-level engineer and 8 hours per month for a senior engineer. CH2M HILL will keep City appraised of any concerns on budget once the work plan is complete.

Task 8 Pipeline Condition Assessment Support

CH2M HILL will provide project management and engineering support for the continued implementation of the pipeline condition assessment plan which was developed under the 2013 Water Capital Plan, and funded under the Pipe Infrastructure Assessment and Replacement line item in the CIP/FY18 budget It is anticipated that condition assessments will be performed on only a portion of pipelines in the distribution system with the highest risk or consequence of failure in FY2018. Condition assessment techniques may include leak detection, non-destructive and destructive (pipe coupons, etc.) testing, subaqueous visual/external inspection, as well as other proprietary pipeline assessment technologies. Support may include facilitating reduction of unknown pipe attribute data, updating the GIS database with known pipe attribute data, assistance with assessment technology selection, development of pipeline assessment bid packages, contractor procurement assistance, field coordination, as well as assessment data QC review/ processing and incorporation into the City's GIS database. Support may also include development of a perpetual condition assessment program, new pipeline project work planning, and new pipeline project design/construction management services. CH2M HILL will prepare for and attend an initial FY2018 work planning meeting with Utility staff and then develop a work plan and cost loaded schedule based on the outcome of the meeting. A total budget of 552 hours of support have been included for Task 8 and the PMT will keep the City appraised of any concerns on budget once the work plan is complete.

Task 9 Program Website

Task 9.1 Baseline and Monthly Website Updates

Based on the validation results of Subtask 1.1.2, the existing Program Website will be updated with the new FY2018 baseline information and new projects added to the capital plan for FY2018. The site will be updated on a monthly basis based on the monthly schedule and cost data revisions, and updated key performance indicators (KPIs).

Task 9.2 As-Needed Maintenance and Enhancement Support

Typically websites like these will require additional programming support for enhancements and changes based on public feedback. An allowance of $15,000 has been allocated for a web developer to provide on-call troubleshooting or enhancement services upon request.

CH2M HILL will provide the hosting of the program website through a 3rd party hosting service.

Deliverables

- Updated project information for current website

Additional Services

The following additional services may be provided by CH2M HILL upon authorization through an amendment to this Task Order by the City and agreement on compensation to CH2M HILL.

- Services related to development of the City's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Services related to provision of support related to City furnished equipment, materials, and supplies.
- Performance of materials testing, specialty testing and surveying services.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other Acts of God.
- Services related to the City's operation and use of the completed project other than as specifically provided in the above scope of work.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services for the investigation and analysis of contractor claims; preparation of reports on contractor claims; provision of professional claims analysis services; participation in litigation.

- Preparation for and serving as a witness in connection with any public or private hearing or other forum related to the project.
- Development, coordination or participation in partnering programs.
- Value engineering or similar value analysis studies.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the City.
- Performing periodic labor evaluations and processing prevailing wage documentation.
- Construction Management and Inspection services required due to an increase to the number of construction days of the contract for construction on which services are provided.
- Any other services designated in this scope of services as additional services.
- The additional services task will only be utilized upon written authorization by the City of Cocoa.

Safety

CH2M HILL will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations.

CH2M HILL will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction. CH2M HILL will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose CH2M HILL staff, or staff of CH2M HILL's subcontractors, to unsafe conditions.

CH2M HILL will notify affected personnel of any site conditions posing an imminent danger to them which the CH2M HILL observes.

CH2M HILL is not responsible for health or safety precautions of construction workers. The PMT is not responsible for the Contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.

Schedule

This Task Order covers the period from date of October 1, 2017 through September 30, 2018.

Subconsultants

Should the need arise to perform website maintenance or upgrades, CH2M will contract with Parisleaf (whom the original website developer now works for), or another qualified web development subconsultant to have the services performed on a time and materials basis, as discussed in Task 9.2 above.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task.

Task	Hours	Fee
TASK 1 Program Management and Administration	3,252	$492,108
TASK 2 Program Design and Construction Support	832	$128,644
TASK 3 Technical and Regulatory Support	676	$102,713
TASK 4 Construction Inspection Support	208	$21,183
TASK 5 Utility Information Management Support	1,248	$207,717
TASK 6 Dyal Treatment Plant Support	1,000	$143,025
TASK 7 I&C Systems Project Management Support	1,344	$192,542
TASK 8 Pipeline Assessment & Engineering Support	552	$80,879
TASK 9 Program Website	104	$8,881
EXPENSES & SUBCONSULTANTS	N/A	$39,000
Grand Total	**7,872**	**$1,423,955**

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between the PMT and the City.

Attachments

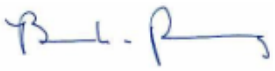
Attachment A –Projects List for Program Management Services

Attachment B –Project List with Assignment of Responsibilities

Attachment C – Per Diem Rates Schedule

Acceptance

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

Approved for City of Cocoa	Accepted for CH2M HILL Engineers, Inc.
By _____	By 
Title _____	Title Vice President
Date _____	Date October 10, 2017

CH2M Orlando
225 East Robinson Street
Suite 505
407 423 0030
www.ch2m.com

October 10, 2017

Tammy Eastburn
Procurement Card Coordinator
City of Cocoa Finance Dept. – Purchasing Div.
65 Stone Street
Cocoa, FL 32922

Subject: 3rd Amendment for CH2M HILL Engineering Services #RFQ-08-27-COC

Dear Tammy,

Please find attached the signed 3rd Amendment to CH2M HILL's purchase agreement for Consulting Services for Water Supply, Treatment, Transmission & Distribution System.

We greatly appreciate the opportunity to continue to provide services to the City of Cocoa.

Please let me know if you have further questions 407-451-3242.

Regards,

Greg Kolb, P.E.
Senior Project Manager

Enclosure
Copies: John A "Jack" Walsh, P.E., Katie Ennis, P.E./ City of Cocoa,
Brenda van Ravenswaay,P.E., Didier Menard, P.E./CH2M

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Engineering Services

Water Supply, Treatment, Transmission & Distribution System Projects

RFQ-08-27-COC

AMENDMENT #3

This THIRD Amendment to Service Agreement for Engineering Services for Water Supply, Treatment, Transmission & Distribution System Projects is made and entered into as of September 14, 2017 by and between the **City of Cocoa**, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 32922 **("CITY")** and **CH2M Hill Engineers Inc., a Delaware Corporation, 225 East Robinson Street, Suite 505, Orlando, Florida. 32801, hereinafter referred to as ("Engineer").**

The CITY and the CONTRACTOR agree as follows:

The original agreement entered into on November 11, 2008 is hereby amended to renew for twenty-four (24) additional months, fulfilling the same rates, terms, and conditions in the original contract documents schedule of rates in **Exhibit-A** (attached). The term of this THIRD Amendment commencing on November 11, 2017 and terminating on November 10, 2019.

The parties hereto duly execute this THIRD Amendment to become effective as of the date and year first above written.

CH2M HILL ENGINEERS, INC.	**CITY OF COCOA**
By: Brenda van Ravenswaay	**By:** **Henry U. Parrish III**
(Name) Printed	(Name) Printed
Senior Vice President	**Mayor**
(Title)	(Title)
[signature] October 9, 2017	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT "A "

AMENDMENT #3

CH2M HILL ENGINEERING, INC. RATE SCHEDULE

CLASSIFICATION	DESCRIPTION	RATE
ENGINEER 9	Principal	199.17
ENGINEER 8	Senior Reviewer/Consultant	199.17
ENGINEER 7	Senior Project Manager	199.17
ENGINEER 6	Senior Professional Engineering/Scientist/Consultant	188.40
ENGINEER 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	166.44
ENGINEER 4	Professional Engineer/Scientist/Consultant/Project Manager	138.96
ENGINEER 3	Junior Professional Engineer/Scientist/Consultant	120.84
ENGINEER 2	Project Engineer/Scientist/Consultant	101.84
ENGINEER 1	Junior Project Engineer/Scientist/Consultant	95.27
ENGINEER 0	Engineering Intern	85.28
TECHNICIAN 5	Senior Construction Manager/Senior Designer	155.59
TECHNICIAN 4	Construction Manager/Senior Technician	125.06
TECHNICIAN 3	Senior Construction Inspector	111.34
TECHNICIAN 2	Construction Inspector/Technician	86.17
TECHNICIAN 1	Junior Construction Inspector/Junior Technician	76.53
TECHNICAL AIDE	Technical Aide	66.56
OFFICE	Office/Project Administration	69.99

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this renewal Amendment #3 from November 11, 2017 through November 10, 2019.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and City will be billed based on actual hours by category designated for an individual employee.

4. CH2M Hill reserves the right to request annual rate modifications for future years under this agreement. Rate modifications must be established an agreed upon by both parties.

Legislation Details (With Text)

File #:	17-450	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Multi-Year Contract	
File created:	10/9/2017		**In control:**	City Council	
On agenda:	10/24/2017		**Final action:**		
Title:	Approval of a resolution waiving the competitive bidding process, by reason of sole source, and approval of a multi-year contract between the City of Cocoa and Axon Enterprise Inc. for five (5) years ending on September 30, 2022 and authorizing the City Manager to execute the contract. This will allow for the replacement of all the existing outdated/aging Body Cameras and implement a CAD/RMS Integration Module. City of Cocoa Project # PD13BC. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Axon Body Camera Sole Source Resolution Axon Sole Source US 4.5.17 Q-135866-Cocoa PD - FL - TAP+Tiered Flex 2 (48) ETMs (8) RMS (85)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 5, 2017
Agenda Date: October 24, 2017
Prepared By: John Hankins, Police Department, Major
Through: Michael Cantaloupe, Police Department, Chief of Police
Requested Action:
Approval of a resolution waiving the competitive bidding process, by reason of sole source, and approval of a multi-year contract between the City of Cocoa and Axon Enterprise Inc. for five (5) years ending on September 30, 2022 and authorizing the City Manager to execute the contract. This will allow for the replacement of all the existing outdated/aging Body Cameras and implement a CAD/RMS Integration Module. City of Cocoa Project # PD13BC.

BACKGROUND:

After the successful completion of a pilot project in 2014, the City of Cocoa Police Department began equipping all uniformed personnel with Body Cameras. As with all technology and equipment, there comes a time when the equipment becomes outdated, worn and/or broken. In an effort to replace the aging equipment in a cost-effective manner, Axon Enterprises (fka, Taser International) has introduced a replacement plan where payments are spread out over the course of a five (5) year contract. The current inventory of body cameras would be taken out of service and replaced by Axon with all new cameras and associated equipment. This equipment would then be replaced again by Axon at a third (3rd) and fifth (5th) year interval throughout the plan.

Utilizing designated funds from account 001-2100-521.42-00, 001-2100-521.44-00 and 001-2100-521.52-00 under project # PD13BC, approved by council for FY2018, the Police Department requests to enter into a multi-year contract as follows:

FY 2018:

- Forty-eight (48) Body Cameras and associated equipment: $40,712.00
- Assurance Plan: $14,976.00
- Storage and license fees: $19,626.00
- CAD/RMS Integration: $15,300.00
- Estimated Shipping: $12.96
- Discount: -$44,112.00
- Year 1 Total: $46,514.96

FY 2019:

- Assurance Plan: $14,976.00
- Storage and license fees: $19,626.00
- CAD/RMS Integration: $15,300.00
- Year 2 Total: $46,902.00

FY2020:

- Assurance Plan: $14,976.00
- Storage and license fees: $19,626.00
- CAD/RMS Integration: $15,300.00
- Year 3 Total: $46,902.00

FY2021:

- Assurance Plan: $14,976.00
- Storage and license fees: $19,626.00
- CAD/RMS Integration: $15,300.00
- Year 4 Total: $46,902.00

FY2022:

- Assurance Plan: $14,976.00
- Storage and license fees: $19,626.00
- CAD/RMS Integration: $15,300.00
- Year 5 Total: $46,902.00

STRATEGIC PLAN CONNECTION:

Public Safety/Crime Prevention

BUDGETARY IMPACT:

Budgeted FY2018 Yes

Amount Total $75,314.00

powered by Legistar™

Amount Discounted:	$40,712.00 -
Amount Requested	$34,602.00
Account Number	001-2100-521.44-00
Account Name	Rentals and Leases
Amount Requested	$12.96
Account Number	001-2100-521.42-00
Account Name	Postage and Freight
Amount Total	$15,300.00
Amount Discounted:	$3,400.00 -
Amount Requested	$11,900.00
Account Number	001-2100-521.52-00
Account Name	Operating Supplies

Future Fiscal Impacts FY2019-FY2022

FY 2019:
Amount Required: $46,902.00

FY2020:
Amount Required: $46,902.00

FY2021:
Amount Required: $46,902.00

FY2022:
Amount Required: $46,902.00

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Approval of a resolution waiving the competitive bidding process, by reason of sole source, and approval of a multi-year contract between the City of Cocoa and Axon Enterprise Inc. for five (5) years ending on September 30, 2022 and authorizing the City Manager to execute the contract. This will allow for the replacement of all the existing outdated/aging Body Cameras and implement a CAD/RMS Integration Module. City of Cocoa Project # PD13BC.

RESOLUTION NO. 2017-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase described in Exhibit A would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, **BREVARD COUNTY, FLORIDA, that:**

SECTION 1. The purchase described in Exhibit A is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 24th day of October.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

EXHIBIT "A"

To Resolution No. 2017-110

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of body camera equipment from Axon Enterprises, Inc.

The Department Director has provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

_____

John A. Titkanich, Jr., AICP
City Manager

17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.axon.com

April 5, 2017

To: United States federal, state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Evidence.com Data Management Solutions[1]

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

Axon Digital Evidence Solution Description

Axon Flex 2 Video Camera (DVR)

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens. 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet Camera

- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Immediate upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).

[1] Axon is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.

- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Evidence.com services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Evidence.com
- Dual integration of on-officer camera and interview room camera with Evidence.com digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Evidence.com services through Internet connection
- No computer necessary for secure upload to Evidence.com
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Evidence.com Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support

- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Evidence.com via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Evidence.com is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Evidence.com and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Evidence.com for Prosecutors

- All the benefits of the standard Evidence.com services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Evidence.com services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Evidence.com account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Convert Application (Formerly Amped DVRConv)

- Video file format converter.
- Allows users to convert unplayable video file formats (e.g., proprietary CCTV) into playable file formats that can later be exported to Evidence.com
- Maintains original video file, produces an output file, and generates a report documenting the conversion process.

Axon Detect (Formerly Amped Authenticate)

- Photo analysis software for forensic image authentication and tamper identification
- Several tools are available to determine whether an image can be trusted and thus accepted as evidence and verify if a photo has been taken from a specific device

Axon Five (Formerly Amped FIVE)

- Image and video enhancement software.
- Users can analyze crime scene photos, enhance surveillance and bodyworn video with a workflow compatible with forensic needs and constraints
- Meets evidence code in all 50 states as well as US Federal and Canada

Axon View Application

- Free app for IOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting

AXON

Axon Brand Model Numbers

1. Axon Flex 2 Cameras:
   - Axon Flex 2 Camera (online) Model: 11528
   - Axon Flex 2 Camera (offline) Model: 11529
2. Axon Flex 2 Controller Model: 11532
3. Axon Flex 2 USB Sync Cable Model: 11534
4. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)
5. Axon Flex 2 Camera Mounts:
   - Oakley Flak Jacket Kit Model: 11544
   - Collar Mount Model: 11545
   - Oakley Clip Model: 11554
   - Epaulette Mount Model: 11546
   - Ballcap Mount Model: 11547
   - Ballistic Vest Mount Model: 11555
6. Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
   - Z-Bracket, Men's, Axon RapidLock Model: 74018
   - Z-Bracket, Women's Axon RapidLock Model: 74019
   - Magnet, Flexible, Axon RapidLock Model: 74020
   - Magnet, Outerwear, Axon RapidLock Model: 74021
   - Small Pocket, 4″ (10.1 cm), Axon RapidLock Model: 74022
   - Large Pocket, 6″ (15.2 cm), Axon RapidLock Model: 74023

- MOLLE Mount, Single, Axon RapidLock Model: 11507
- MOLLE Mount, Double, Axon RapidLock Model: 11508
- Belt Clip Mount, Axon RapidLock Model: 11509

9. Axon Fleet Camera Model: 74001

10. Axon Signal Unit Model: 70112

11. Axon Dock Models:
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

12. Axon Signal Performance Power Magazine (SPPM) Model: 70116

Axon Product Packages

1. Officer Safety Plan: includes a CEW, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.

2. TASER Assurance Plan (TAP): Hardware extended coverage, Spare Products (for Axon cameras), and Upgrade Models, for the Axon Flex camera and controller, Axon Body camera, and Axon Dock. (The TAP is available only through Axon Enterprise, Inc.)

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
Axon Enterprise, Inc. **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 480-905-2000 or 800-978-2737** **Fax: 480-991-0791**	**Axon Enterprise, Inc.** **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 480-905-2000 or 800-978-2737** **Fax: 480-991-0791**

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner
Executive Vice President, North American Sales
Axon Enterprise, Inc.

Android is a trademark of Google, Inc., Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc, iPod Touch is a trademark of Apple Inc, IOS is a trademark of Cisco, LTE is a trademark of the European Telecommunications Standards Institute, Shoei is a trademark of Shoei Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

AXON, Axon, Axon Body, Axon Body 2, Axon Capture, Axon Dock, Axon Fleet, Axon Flex, Axon Flex 2, Axon Interview, Axon RapidLock, Axon Signal, Axon View, Evidence.com, X2, X26P, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2017 Axon Enterprise, Inc.

Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: 480-420-3333

John Hankins
(321) 637-6306
(321) 639-7644
jhankins@cocoapolice.com

Quotation

Quote: Q-135866-2
Date: 9/27/2017 12:35 PM
Quote Expiration: 10/15/2017
Contract Start Date*: 10/1/2017
Contract Term: 5 years

AX Account Number:
108302

Bill To:
Cocoa Police Dept. - FL
City of Cocoa/Accounts Payable
65 Stone Street
Cocoa, FL 32922
US

Ship To:
John Hankins
Cocoa Police Dept. - FL
1226 W. King St.
Cocoa, FL 32922
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Mary Dunn	(480) 463-2187	mdunn@axon.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1 Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
48	11528	FLEX 2 CAMERA, (ONLINE)	USD 449.00	USD 21,552.00	USD 21,552.00	USD 0.00
48	11532	FLEX 2 CONTROLLER	USD 150.00	USD 7,200.00	USD 7,200.00	USD 0.00
48	11509	BELT CLIP, RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
48	11534	USB SYNC CABLE, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
48	11554	CLIP, OAKLEY, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
24	11548	UNIVERSAL HELMET MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
24	11547	BALLCAP MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
48	80106	5 YEAR TASER ASSURANCE PLAN AXON FLEX 2 CAMERA	USD 0.00	USD 0.00	USD 0.00	USD 0.00
48	80115	5 YEAR TASER ASSURANCE PLAN AXON FLEX 2 CONTROLLER	USD 0.00	USD 0.00	USD 0.00	USD 0.00
8	11537	DOCK, FLEX 2, 6-BAY + CORE	USD 1,495.00	USD 11,960.00	USD 11,960.00	USD 0.00
8	80110	5 YEAR TASER ASSURANCE PLAN AXON SIX BAY + HUB DOCK 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
8	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,728.00	USD 0.00	USD 1,728.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
83	80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 180.00	USD 14,940.00	USD 0.00	USD 14,940.00
830	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
48	85054	TASER ASSURANCE PLAN AXON FLEX ANNUAL PAYMENT	USD 276.00	USD 13,248.00	USD 0.00	USD 13,248.00
5,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 3,750.00	USD 0.00	USD 3,750.00
85	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 15,300.00	USD 3,400.00	USD 11,900.00

Year 1 Total Before Discounts:	USD 90,614.00
Year 1 Discount:	USD 44,112.00
Year 1 Net Amount Due:	USD 46,502.00

Spare Cameras & Mounts

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
2	11528	FLEX 2 CAMERA, (ONLINE)	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	11509	BELT CLIP, RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	11534	USB SYNC CABLE, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4	11532	FLEX 2 CONTROLLER	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4	11554	CLIP, OAKLEY, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	11545	COLLAR MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	11546	EPAULETTE MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	11555	MOUNT, BALLISTIC VEST, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	80106	5 YEAR TASER ASSURANCE PLAN AXON FLEX 2 CAMERA	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	80115	5 YEAR TASER ASSURANCE PLAN AXON FLEX 2 CONTROLLER	USD 0.00	USD 0.00	USD 0.00	USD 0.00

Spare Cameras & Mounts Total Before Discounts:	USD 0.00
Spare Cameras & Mounts Net Amount Due:	USD 0.00

Year 2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
48	85054	TASER ASSURANCE PLAN AXON FLEX ANNUAL PAYMENT	USD 276.00	USD 13,248.00	USD 0.00	USD 13,248.00
8	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,728.00	USD 0.00	USD 1,728.00
2	80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
83	80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 180.00	USD 14,940.00	USD 0.00	USD 14,940.00
830	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 3,750.00	USD 0.00	USD 3,750.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
85	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 15,300.00	USD 0.00	USD 15,300.00

Year 2 Total Before Discounts:	USD 49,902.00
Year 2 Net Amount Due:	USD 49,902.00

Year 3

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
48	85054	TASER ASSURANCE PLAN AXON FLEX ANNUAL PAYMENT	USD 276.00	USD 13,248.00	USD 0.00	USD 13,248.00
8	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,728.00	USD 0.00	USD 1,728.00
2	80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
83	80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 180.00	USD 14,940.00	USD 0.00	USD 14,940.00
830	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 3,750.00	USD 0.00	USD 3,750.00
85	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 15,300.00	USD 0.00	USD 15,300.00

Year 3 Total Before Discounts:	USD 49,902.00
Year 3 Net Amount Due:	USD 49,902.00

Year 4

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
48	85054	TASER ASSURANCE PLAN AXON FLEX ANNUAL PAYMENT	USD 276.00	USD 13,248.00	USD 0.00	USD 13,248.00
8	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,728.00	USD 0.00	USD 1,728.00
2	80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
83	80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 180.00	USD 14,940.00	USD 0.00	USD 14,940.00
830	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 3,750.00	USD 0.00	USD 3,750.00
85	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 15,300.00	USD 0.00	USD 15,300.00

Year 4 Total Before Discounts:	USD 49,902.00
Year 4 Net Amount Due:	USD 49,902.00

Year 5

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
48	85054	TASER ASSURANCE PLAN AXON FLEX ANNUAL PAYMENT	USD 276.00	USD 13,248.00	USD 0.00	USD 13,248.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
8	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,728.00	USD 0.00	USD 1,728.00
2	80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
83	80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 180.00	USD 14,940.00	USD 0.00	USD 14,940.00
830	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 3,750.00	USD 0.00	USD 3,750.00
85	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 15,300.00	USD 0.00	USD 15,300.00
					Year 5 Total Before Discounts:	USD 49,902.00
					Year 5 Net Amount Due:	USD 49,902.00

Subtotal	USD 246,110.00
Estimated Shipping & Handling Cost	USD 12.96
Grand Total	USD 246,122.96

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

Agency has existing contract 3668 from 10/01/2014 to 09/30/2019 and is interested in transitioning to a new agreement on 10/01/2017, cancelling out the last two years of their current contract. Cancellation of contract 3668 will be accepted when receipt of an executed copy of this agreement is received.

Axon Enterprise, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at https://www.axon.com/legal/sales-terms-and-conditions. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (if needed): _____

Quote: Q-135866-2

Please sign and email to Mary Dunn at mdunn@axon.com or fax to 480-420-3333

THANK YOU FOR YOUR BUSINESS!

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Legislation Details (With Text)

File #:	17-437	**Version:**	1	**Name:**	September, 2017 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/2/2017			**In control:**	City Council
On agenda:	10/24/2017			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 09/30/2017. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.16 thru 09.30.17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	October 2, 2017
Agenda Date:	October 24, 2017
Prepared By:	Sonja D. Hamilton-Suarez, Purchasing/Contract Manager
Through:	Teri Butler, CGFO, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 09/30/2017**.**

BACKGROUND:

The following reports for the period October 01, 2016 through September 30, 2017 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.

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Purchase Order Approvals 10-01-16 thru 09-30-17

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 60

City Manager = 39

City of Cocoa CRA Board = 0

City Council = 21

Purchase Order Approvals 10-01-16 thru 09-30-17
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
68897	10/12/2016	Pace Analytical Services, Inc.	$ 41,310.00	10/10/2016	John A. Titkanich, Jr. AICP
68908	10/12/2016	H&H Liquid Sludge Disposal Inc.	$ 50,000.00	10/10/2016	John A. Titkanich, Jr. AICP
69039	10/19/2016	Garganese, Weiss & D'Agresta	$ 50,000.00	10/18/2016	Matthew J. Fuhrer (Acting)
69126	10/27/2016	Cardno, Inc.	$ 42,715.00	10/26/2016	John A. Titkanich, Jr. AICP
69171	10/31/2016	CDM Smith Inc.	$ 49,000.00	10/28/2016	John A. Titkanich, Jr. AICP
69268	11/4/2016	Insource Software Solutions	$ 38,645.58	11/2/2016	John A. Titkanich, Jr. AICP
69292	11/7/2016	Odyssey Manufacturing	$ 43,000.00	11/4/2016	John A. Titkanich, Jr. AICP
69314	11/8/2016	Lisa Cullen, Tax Collector	$ 36,000.00	11/8/2016	John A. Titkanich, Jr. AICP
69349	11/15/2016	Fausnight Stripe & Line	$ 39,984.70	11/10/2016	John A. Titkanich, Jr. AICP
69425	11/28/2016	Quentin L. Hampton Associates	$ 38,485.00	11/18/2016	Matthew J. Fuhrer (Acting)
69427	11/28/2016	Bussen Mayer Engineering	$ 39,476.80	11/18/2016	Matthew J. Fuhrer (Acting)
69429	11/28/2016	Fort Bend Services, Inc.	$ 40,662.00	11/18/2016	Matthew J. Fuhrer (Acting)
69432	11/28/2016	CDM Smith Inc.	$ 44,600.00	11/22/2016	John A. Titkanich, Jr. AICP
69464	11/30/2016	Water Resource Associates	$ 49,500.00	11/29/2016	John A. Titkanich, Jr. AICP
69619	12/27/2016	Ring Power Corporation	$ 37,061.00	12/21/2016	John A. Titkanich, Jr. AICP
69656	12/28/2016	Burnett Lime Company Inc.	$ 49,500.00	12/27/2016	John A. Titkanich, Jr. AICP
69701	1/4/2017	Ring Power Corporation	$ 40,066.70	1/4/2017	John A. Titkanich, Jr. AICP
69708	1/4/2017	Architects RZK Inc.	$ 36,441.85	12/30/2016	Matthew J. Fuhrer (Acting)
69795	1/18/2017	Quentin L. Hampton Associates	$ 35,200.00	1/18/2017	John A. Titkanich, Jr. AICP
69797	1/18/2017	Graybar Electric	$ 39,706.08	1/18/2017	John A. Titkanich, Jr. AICP
69827	1/24/2017	Underwater Solutions	$ 42,324.00	1/23/2017	Matthew J. Fuhrer (Acting)
69828	1/24/2017	Trane (Maitland)	$ 48,000.00	1/23/2017	Matthew J. Fuhrer (Acting)
69957	2/9/2017	Atlantic Development	$ 40,140.80	2/9/2017	John A. Titkanich, Jr. AICP
70108	3/13/2017	Sunstate Meter	$ 45,200.00	3/10/2017	John A. Titkanich, Jr. AICP
70109	3/13/2017	Bussen Mayer Engineering	$ 39,690.00	3/10/2017	John A. Titkanich, Jr. AICP
70211	3/23/2017	Infrastructure Solutions	$ 40,000.00	3/22/2017	Matthew J. Fuhrer (Acting)
70340	4/18/2017	Morse Communications, Inc.	$ 48,589.65	4/11/2017	John A. Titkanich, Jr. AICP
70342	4/18/2017	Solid Waste Management	$ 41,000.00	4/17/2017	Matthew J. Fuhrer (Acting)
70367	4/24/2017	Cart-Away Concrete Systems, Inc.	$ 46,142.00	4/24/2017	John A. Titkanich, Jr. AICP
70511	5/16/2017	Water Treatment & Controls	$ 36,690.00	5/17/2017	John A. Titkanich, Jr. AICP
70516	5/18/2017	Coggin Ford	$ 46,904.38	5/17/2017	John A. Titkanich, Jr. AICP
70523	5/18/2017	Myra Planning & Design, LLC	$ 36,662.00	5/18/2017	John A. Titkanich, Jr. AICP
70576	6/1/2017	Pro Co Inc.	$ 49,890.00	5/31/2017	John A. Titkanich, Jr. AICP
70648	6/14/2017	Terracon Consultants	$ 37,450.00	6/14/2017	John A. Titkanich, Jr. AICP
70711	7/6/2017	Environmental PR Group	$ 48,250.00	7/3/2017	Matthew J. Fuhrer (Acting)
70736	7/10/2017	Barney's Pumps	$ 38,450.00	7/7/2017	John A. Titkanich, Jr. AICP
70194	9/22/2017	Thompson Pump & Mfg Co.	$ 49,500.00	9/22/2017	John A. Titkanich, Jr. AICP
71095	9/25/2017	Bluealley Technology Sol.	$ 41,176.44	9/25/2017	John A. Titkanich, Jr. AICP
71103	9/26/2017	Thompson Pipe Group	$ 49,500.00	9/27/2017	John A. Titkanich, Jr. AICP

39 Purchase Order Approved by City Manager

Prepared by Purchasing 10/2/2017

Purchase Order Approvals 10-01-16 thru 09-30-17
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Prepared by Purchasing 10/2/2017

Purchase Order Approvals 10-01-16 thru 09-30-17
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
68880	10/11/2016	Cutwater Asset Management Corp.	$ 37,500.00	2/23/2010	City Council
68882	10/11/2016	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
68884	10/11/2016	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
68886	10/11/2016	Garganese, Weiss & D'Agresta	$ 35,000.00	8/29/2000	City Council
68983	10/17/2016	Florida Power & Light Miami	$ 35,000.00	9/27/2016	City Council
69033	10/19/2016	FL Dept of Corrections	$ 43,122.75	10/27/2015	City Council
69050	10/20/2016	Quentin L. Hampton Associates	$ 36,498.00	7/26/2016	City Council
69150	10/31/2016	Universal Steel of America, Inc.	$ 39,069.00	4/12/2016	City Council
69356	11/15/2016	DBI Demolition	$ 46,938.70	10/25/2016	City Council
69420	11/28/2016	United Self Insured Services	$ 49,000.00	9/27/2016	City Council
69651	12/27/2016	Tech Systems, Inc.	$ 48,900.00	10/11/2016	City Council
69653	12/27/2016	Glover Oil Company	$ 36,750.00	7/8/2014	City Council
69955	2/9/2017	CDM Smith Inc.	$ 39,180.00	12/8/2015	City Council
70128	3/13/2017	Housing Authority of the City of Cocoa	$ 40,000.00	6/28/2016	City Council
70287	4/5/2017	New Millennium Building System	$ 41,104.00	2/28/2017	City Council
70385	4/26/2017	Glover Oil Company	$ 40,744.68	7/8/2014	City Council
70518	5/18/2017	Allied Building Products Co.	$ 36,055.84	2/28/2017	City Council
70611	6/7/2017	American Roll Up Door	$ 41,139.00	2/28/2017	City Council
70958	8/18/2017	Cemex Construction Materials	$ 36,497.50	2/28/2017	City Council
70959	8/18/2017	Cemex Construction Materials	$ 36,497.50	2/28/2017	City Council
71066	9/19/2017	Mead & Hunt, Inc.	$ 39,175.00	2/14/2017	City Council

21 Purchase Order Approved by City Council

Prepared by Purchasing 10/2/2017

Legislation Details (With Text)

File #:	17-454	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/11/2017			**In control:**	City Council
On agenda:	10/24/2017			**Final action:**	
Title:	FY 2017 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	September FY 2017 REVENUE Budget Tracking Worksheet.pdf September FY 2017 EXPENSE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 11, 2017
Agenda Date: October 24, 2017
Prepared By: Anthony Hagan / Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
FY 2017 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2017 thru September 30, 2017.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2017 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 9/30/2017

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/21/16	001-0000-389.99-50	231,936	PROJECT INADEQUATELY BUDG FOR FY17. NEED FUNDS ADD		176
	001-0000-389.99-50	118,000	PURCHASE 3 BREV CO TAX ID FROM HOUSING AUTH. 16-445		175
12/13/16	001-0000-389.99-50	266,786	FISKE BLVD PHASE 1 ROADWY AND SIDEWALK REBUILD		1021
01/24/17	001-0000-389.99-50	660,000	TXFR TO CAP PROJ FNDS FRM GEN RSRV FOR 3 FIRE STATN		1442
02/14/17	001-0000-381.91-21	8,437	FUNDS TO COVER REMAIN CST OF UTIL METER AUDIT		1786
02/16/17	001-0000-389.90-20	511,648	CAP IMPROV REFND REV BOND SERIES 2016 (11/01/16)		1791
	001-0000-389.99-50	705,427			
	001-0000-385.00-00	8,865,000			
02/28/17	001-0000-389.99-50	75,000	FISKE BLVD PHS 1 PROJ EXP ADDTNL FUNDS AGNDA 17-099		2063
05/03/17	001-0000-331.20-15	2,000	ADD FNDS AWRDED BY VOCA GRANTOR FOR TRAINING		2761
05/26/17	001-0000-366.10-09	7,428	ACCEPT REV/EXP DONATION SHIELDS/SCOPE		3084
05/31/17	001-0000-389.99-50	58,673	BDGT AMEND HURRICANE COST FEMA TO REIMB		3120
	001-0000-389.99-50	34,817	BDGT AMEND HURRICANE COST REIMB BY FEMA		3119
	001-0000-389.99-50	201,262			3121
07/11/17	001-0000-369.90-00	8,400	MEDICAL MONITOR TRADE IN FOR EMS 1ST RESPOND SUPPL		3801
08/10/17	001-0000-369.96-00	23,120	PURCHASE PD REPLACEMENT 2017 HARLEY DAVIDSON		4203
08/22/17	001-0000-368.22-00	2,451	ADJUST FY2017 FIRE ST RET CONTRIBUTIONS TO ACT REC		4450
	001-0000-381.91-21	130,581	AMMENDING FY17 BUDGET TO INCLUDE FLEET EXPANSION		4451
08/29/17	001-0000-368.21-00	10,440	ADJUST FY17 POLICE RETIRM CONTRIBTN FOR ACTUAL RECP		4517
17 Budget Amendments/Transfers			Division 0000 Total	1,921,406	
17 Total Budget Amendments/Transfers			**GENERAL FUND**	**1,921,406**	
05/26/17	104-0000-334.93-00	49,900	MOU REIMB HOME DOLLARS BTWN PLM BAY/COCOA		3083
1 Budget Amendments/Transfers			Division 0000 Total	$49,900	
1 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$49,900**	
10/25/16	110-0000-338.00-00	(6,942)	ACCOUNT FOR DECREASE IN CO MILLAGE RATES FOR CRA		230
1 Budget Amendments/Transfers			Division 0000 Total	($6,942)	
1 Total Budget Amendments/Transfers			**REDEVELOPMENT AGENCY FUND**	**($6,942)**	
03/21/17	111-0000-338.00-00	1,516	BREVARD CO NEW MILLAGE RT INCRSE TIF REV DMD SQ CRA		2193
1 Budget Amendments/Transfers			Division 0000 Total	$1,516	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$1,516**	
11/07/16	112-0000-338.00-00	3,748	REVISED MILLAGE RATES INCREASED US1 CRA TIF REV		370
1 Budget Amendments/Transfers			Division 0000 Total	$3,748	
1 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**$3,748**	
01/24/17	201-0000-325.12-01	359,680	DEBT SVC ON FIRE PROTECT ASSESS REV BONDS, S 2016		1442
1 Budget Amendments/Transfers			Division 0000 Total	$359,680	
1 Total Budget Amendments/Transfers			**DEBT SERVICE FUND**	**$359,680**	
01/24/17	301-0000-381.91-01	660,000	TXFR FRM GEN FUND TO EXP ACCT FOR 3 FIRE STATIONS		1442
1 Budget Amendments/Transfers			Division 0000 Total	$660,000	
1 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$660,000**	
10/21/16	421-0000-389.99-50	853,641	ADD FUNDS FOR E PEACHTREE ST WATER MAIN IMPR		177
12/13/16	421-0000-389.99-50	2,571,011	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
	421-0000-389.99-50	2,796,910			
01/24/17	421-0000-389.99-50	143,680	COVER CAP PROJ THAT WERE UNDER BUDGETED FOR FY17		1440
05/31/17	421-0000-389.99-50	989	BDGT ADMEND HURRICANE REIMB BY FEMA		3135
	421-0000-389.99-50	44,567	BDGT ADMEND HURRICN COST REIMB BY FEMA		3136
	421-0000-389.99-50	104,026	BDGT AMEND HURRICANE COST REIMB BY FEMA		3165
6 Budget Amendments/Transfers			Division 0000 Total	$6,514,824	
6 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$6,514,824**	
01/10/17	423-0000-389.99-50	152,630	PROVIDE ADDITIONAL FUNDS FOR SW17DS PROJECT		1217
02/14/17	423-0000-389.99-50	61,190	TXFR TO COVER DESIGN FOR SW17BA AND PW17SI		1789
05/31/17	423-0000-389.99-50	8,735	BDGT AMEND COST HURRICANE REIMB BY FEMA		3137
	423-0000-389.99-50	15			3138
4 Budget Amendments/Transfers			Division 0000 Total	$222,570	
4 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$222,570**	

33 Transfers & Amendments between 10/1/2016 and 9/30/2017

FY 2017 TOTAL TRANSFERS & AMENDMENTS **19,726,702**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

FY 2017 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 9/30/2017

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
02/24/17	001-1000-511.48-00	(51)	TXFR FOR COST INCREASE		1870
	001-1000-511.54-00	51			
05/26/17	001-1000-511.24-00	1	TXFR-CHNG HLTH ELECTS & HLTH & WC RATE INCR		3082
	001-1000-511.23-00	4,900			
08/14/17	001-1000-511.52-00	(1,000)	COVER CITY COUNCIL EXPNSE FL LEAGUE OF CITY CONFER		4266
	001-1000-511.55-00	1,000			
3	Budget Amendments/Transfers			Division 1000 Total $4,901	
1100 - CITY MANAGER'S OFFICE					
04/18/17	001-1100-512.42-00	(100)	ATTEND AN EXPO AT UCF TO RECRUIT CM OFFICE INTERN		2559
	001-1100-512.49-00	100			
05/31/17	001-1100-512.40-00	4,000	BDGT TXFR ACCR(1),WC RATE INC, CM FUTR LAW SESSION		3134
09/14/17	001-1100-512.49-00	(662)	SHORTAGE IN PROMOTIONAL AND PRINTING/BINDING		4722
	001-1100-512.47-00	87			
	001-1100-512.48-00	575			
3	Budget Amendments/Transfers			Division 1100 Total $4,000	
1103 - INFORMATION TECHNOLOGY					
11/30/16	001-1103-516.46-00	(3,890)	FUNDS FOR ARGENT NETWORK MONITORING SOFTWARE		641
	001-1103-516.68-10	3,890			
02/28/17	001-1103-516.24-00	132	GIS ADMIN MOVED TO IT DIV FROM COM SVCS ADMIN DIV		2065
	001-1103-516.27-00	2,400			
	001-1103-516.21-00	3,395			
	001-1103-516.22-00	3,765			
	001-1103-516.23-00	15,583			
	001-1103-516.12-00	50,066			
05/31/17	001-1103-516.23-00	(6,670)	BDGT TXFR ACCR(1),WC RATE INC, CM FUTR LAW SESSION		3134
	001-1103-516.24-00	200			
	001-1103-516.12-12	6,470			
08/07/17	001-1103-516.31-00	(6,000)	TXFR FUNDS TO COVER NETWORK SECURITY UPGRADES		4141

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/07/17	001-1103-516.64-00	6,000	TXFR FUNDS TO COVER NETWORK SECURITY UPGRADES		4141
08/21/17	001-1103-516.52-00	(200)	COVER SHIPPING /REPAIR OF COUNCIL CHAMB TRICASTER		4392
	001-1103-516.42-00	200			
08/22/17	001-1103-516.46-00	(8,904)	COVER NON-BUDGETED EXPNSE FOR ELEVATOR CAMERA		4447
	001-1103-516.64-00	8,904			
	001-1103-516.64-00	(12,258)	MOVE CHARGE TO CORRECT ACCOUNT FOR PO 70890		4447
	001-1103-516.52-00	12,258			
08/28/17	001-1103-516.52-00	(9,000)	INDUSTRIAL PARK AND SSD SERVER UPGRADES		4485
	001-1103-516.46-00	(5,000)			
	001-1103-516.31-00	5,000			
	001-1103-516.64-00	9,000			
09/22/17	001-1103-516.46-00	(22,118)	DATRIUM NETSHELF		4866
	001-1103-516.64-15	22,118			
9	Budget Amendments/Transfers		Division 1103 Total	$75,341	
1500 - FINANCE GENERAL ACCOUNTNG					
05/31/17	001-1500-513.24-00	100	BUDGET TXFR-FN MID YR NEG		3118
	001-1500-513.23-00	1,400			
1	Budget Amendments/Transfers		Division 1500 Total	$1,500	
1505 - PURCHASING					
05/31/17	001-1505-513.24-00	100	BUDGET TXFR-FN MID YR NEG		3118
	001-1505-513.23-00	2,400			
1	Budget Amendments/Transfers		Division 1505 Total	$2,500	
1510 - FINANCE UTILITY ACCOUNTNG					
02/14/17	001-1510-536.34-00	8,437	FUNDS TO COVER REMAIN CST OF UTIL METER AUDIT		1786
	001-1510-536.52-00	(240)	TXFR FUNDS TO COVER 12 MO RENEWAL OF PURCH ORDER		1787
	001-1510-536.44-00	240			
03/24/17	001-1510-536.12-00	(25,941)	MOVE A. HERNANDEZ SALARY EMPLOYEE ENTERED DROP		2259
	001-1510-536.13-00	25,941			
04/26/17	001-1510-536.34-00	(1,417)	TXFR FNDS TO EXPAND DESK IN BILLING FOR TWO CLERKS		2673
	001-1510-536.64-00	1,417			
05/31/17	001-1510-536.12-00	(4,000)	BUDGET TXFR-FN MID YR NEG		3118
	001-1510-536.23-00	(3,800)			
	001-1510-536.24-00	100			
	001-1510-536.27-00	3,700			
06/30/17	001-1510-536.34-00	(6,000)	COVER INCREASE IN UTILITY BILL POSTAGE RATES		3617
	001-1510-536.42-00	6,000			
08/10/17	001-1510-536.12-00	(20,893)	COVER ACCRUAL PAYOUTS FOR 3 EMPLOYEES LEAVING CITY		4206

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/10/17	001-1510-536.12-12	20,893	COVER ACCRUAL PAYOUTS FOR 3 EMPLOYEES LEAVING CITY		4206
7	Budget Amendments/Transfers		Division 1510 Total	$4,437	
1600 - GENERAL OPERATIONS					
10/25/16	001-1600-513.39-00	(33,610)	6 FORREST AVE DEMOLITION AGENDA 16-487		228
11/18/16	001-1600-513.46-02	(10,050)	CITY HALL GENERATOR		534
	001-1600-513.64-00	10,050			
11/22/16	001-1600-513.39-00	(25,000)	ADD FNDS TO BLDNG INSPECT AND PLAN REVIEW SVCS FY17		586
12/21/16	001-1600-513.52-00	(6,000)	COVER COST OF CUBICLE REORG ON 3RD FLOOR		973
	001-1600-513.64-00	6,000			
12/30/16	001-1600-513.39-00	124,214	FIRE PENSIONS BUDGETED IN WRONG DIVISION.		1058
01/24/17	001-1600-581.91-30	660,000	TXFR TO CAP PROJ FNDS FRM GEN RSRV FOR 3 FIRE STATN		1442
02/16/17	001-1600-513.49-00	154,021	CAP IMPROV REFND REV BOND SERIES 2016 (11/01/16)		1791
	001-1600-585.73-00	9,928,054			
02/24/17	001-1600-513.52-00	(19,150)	TXFR NEW EOC GENERATOR		1871
	001-1600-513.46-02	(4,950)			
	001-1600-513.49-00	24,100			
03/28/17	001-1600-513.34-00	(13,108)	SUMMER YOUTH PROGRAM CHNG TO DIRECT PARTIC PAY		2360
	001-1600-513.21-00	853			
	001-1600-513.24-00	1,117			
	001-1600-513.13-00	11,138			
04/11/17	001-1600-513.39-00	(62,000)	USE GEN FUND CONTINGENCY FOR COMP ANLSYS OF LE SVC		2498
	001-1600-513.31-00	62,000			
05/03/17	001-1600-513.39-00	(66,000)	ADD FNDS TO COVER LEGAL COSTS FOR REMAINDER OF FY		2764
	001-1600-513.31-01	66,000			
05/26/17	001-1600-513.39-00	(4,901)	TXFR-CHNG HLTH ELECTS & HLTH & WC RATE INCR		3082
05/30/17	001-1600-513.52-00	(7,779)	BUDGET TXFR EOC CAP ITEMS		3100
	001-1600-513.64-00	7,779			
05/31/17	001-1600-513.39-00	(4,000)	BDGT TXFR ACCR(1),WC RATE INC, CM FUTR LAW SESSION		3134
	001-1600-513.39-00	(54,000)	BDGT TXFR CONTRACTOR SVS INC COST ADV & REC PZ		3127
	001-1600-513.39-00	(88,532)	BDGT TXFR FD OT LMTD DUTY M WELDON PAYOUTS		3126
	001-1600-513.39-00	(14,510)	BDGT TXFR LIUNA RECLASS HLTH-WORK COMP RATE		3124
	001-1600-513.39-00	(23,150)	BDGTTXFR LIUNA,SHOES,DROP HLTH WORK COMP RATE ADJ		3125
	001-1600-513.39-00	(5,907)	BUDGET TXFR-PYRL SHORTAGE END OF FY17 RATE INC		3123
06/22/17	001-1600-513.52-00	(35,000)	ADDS PROJECT BUDGET MISSED AT FY17 BEGINNING		3482
	001-1600-513.52-00	35,000			
	001-1600-513.46-02	(10,050)	CORRECT BAF GROUP 354 CITY HALL GENERATOR		3482
	001-1600-513.64-00	(10,050)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/22/17	001-1600-513.46-02	10,050	CORRECT BAF GROUP 354 CITY HALL GENERATOR		3482
	001-1600-513.64-00	10,050			
	001-1600-513.52-00	(6,000)	CORRECT BAF GROUP 973 COST OF 3RD FLOOR CUBICLE		3482
	001-1600-513.64-00	(6,000)			
	001-1600-513.52-00	6,000			
	001-1600-513.64-00	6,000			
07/24/17	001-1600-513.31-33	(27,560)	COVER COSTS FOR CAREATC PURCHASE ORDERS		3932
	001-1600-513.52-33	27,560			
08/14/17	001-1600-513.45-00	(906)	PROJECT # NOT IN ADOPTED BUDGET - REASSIGN FUNDS		4265
	001-1600-513.45-00	906			
	001-1600-513.48-00	(235)	TXFR TO COVER COST OF ALCALDE & FAY FY17 REMAIN		4266
	001-1600-513.31-00	235			
08/22/17	001-1600-513.39-00	130,581	AMMENDING FY17 BUDGET TO INCLUDE FLEET EXPANSION		4451
	001-1600-513.48-00	(41)	REPLENISH PETTY CASH FOR CITY CLERK DUE TO SHORTAG		4447
	001-1600-513.49-08	41			
08/29/17	001-1600-513.52-00	(7,779)	FIXING BUDGET IN PROJECT CP17EO REGARDING TABLES		4518
	001-1600-513.52-00	7,779			
09/01/17	001-1600-513.55-01	(248)	COVER UNEXPECTED REPAIRS TO VEHICLES 155 AND 40		4579
	001-1600-513.46-03	248			
09/28/17	001-1600-513.23-00	(46,000)	COVER 3RD QTR DEDUCTIBLE GENERAL LIABILITY INVOICE		4957
	001-1600-513.49-00	46,000			
	001-1600-513.31-33	(20,000)	COVER CAREATC INVOICES FOR REMAINDER OF FY17		4957
	001-1600-513.52-33	20,000			
31	Budget Amendments/Transfers		Division 1600 Total	0,743,260	
1601 - EMERGENCY/DISASTER SVS					
05/31/17	001-1601-525.34-00	27,326	BDGT AMEND HURRICANE COST FEMA TO REIMB		3120
	001-1601-525.52-00	31,347			
	001-1601-525.27-00	133	BDGT AMEND HURRICANE COST REIMB BY FEMA		3119
	001-1601-525.46-00	334			
	001-1601-525.46-02	430			
	001-1601-525.24-00	2,654			
	001-1601-525.31-00	8,469			
	001-1601-525.23-00	22,797			
	001-1601-525.22-03	166			3121
	001-1601-525.22-00	5,880			
	001-1601-525.22-01	12,189			
	001-1601-525.21-00	13,068			
	001-1601-525.14-00	56,277			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/31/17	001-1601-525.12-00	113,682	BDGT AMEND HURRICANE COST REIMB BY FEMA		3121
3	Budget Amendments/Transfers		Division 1601 Total	$294,752	
1801 - HUMAN RESOURCES					
05/03/17	001-1801-513.55-00	(200)	REQUIRED TO COVER RELATED TRAVEL AND PER DIEM EXPNS		2759
	001-1801-513.40-00	200			
05/26/17	001-1801-513.12-00	(2,700)	59 CHG IN ELECT / SHRT FALL		3078
	001-1801-513.24-00	(50)	TXFR-INCR IN HLTH WC INS% CHG IN ELECT / SHRT FALL		3078
06/30/17	001-1801-513.40-00	450	COVER TRAVEL EXPENSES FOR WORKERS COMP CONFERENCE		3617
08/07/17	001-1801-513.52-00	(350)	FUNDS TO COVER POSTAGE FOR REMAINDER OF FY17		4141
	001-1801-513.42-00	350			
08/10/17	001-1801-513.12-00	(1,819)	COVER ACCRUAL PAYOUTS FOR 2 EMPLOYEES LEAVING CITY		4206
	001-1801-513.12-12	1,819			
08/29/17	001-1801-513.40-00	500	COVER MIAMI ATTORNEY MEET & SAVI TRAINING MILEAGE		4519
7	Budget Amendments/Transfers		Division 1801 Total	($1,800)	
1805 - CITY CLERK					
05/26/17	001-1805-513.24-00	50	TXFR-INCR IN HLTH WC INS% CHG IN ELECT / SHRT FALL		3078
	001-1805-513.23-00	2,700			
06/30/17	001-1805-513.40-00	(450)	COVER TRAVEL EXPENSES FOR WORKERS COMP CONFERENCE		3617
08/29/17	001-1805-513.55-00	(500)	COVER MIAMI ATTORNEY MEET & SAVI TRAINING MILEAGE		4519
3	Budget Amendments/Transfers		Division 1805 Total	$1,800	
2100 - POLICE ADMIN/OPERATIONS					
10/21/16	001-2100-521.52-00	2,016	PD REVISED QUOTE 1601001 COMM INTNTL REMOVE BATT		174
12/05/16	001-2100-521.64-00	(10,080)	PD SECURED A LOWER PRICE FOR PATROL SHIELDS		703
	001-2100-521.52-00	10,080			
12/15/16	001-2100-521.64-00	(1,795)	CRIME SCENE STATION		881
	001-2100-521.68-10	1,795			
12/21/16	001-2100-521.52-00	(5,163)	PURCHASE 4 SWAT VESTS WITH BULLETPROOF GRANT		973
	001-2100-521.52-00	(3,151)			
	001-2100-521.64-00	8,314			
01/10/17	001-2100-521.52-00	(1,474)	ADD FNDS TO COVER PRCHSE OF JAIL VAN REPLACEMENT		1178
	001-2100-521.64-00	1,474			
03/10/17	001-2100-521.52-00	(149)	RENEW A MEMBERSHIP TO ADD ADDTNL NOTARY FOR RECORDS		2064
03/20/17	001-2100-521.64-00	(11,281)	JAG GRAN BUDGETED IN WRNG ACCT. RECLASS TRANSACTNS		2168
	001-2100-521.64-00	(10,863)			
	001-2100-521.68-10	(1,795)			
	001-2100-521.52-00	(1,240)			
	001-2100-521.52-00	1,240			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
03/20/17	001-2100-521.68-10	1,795	JAG GRAN BUDGETED IN WRNG ACCT. RECLASS TRANSACTNS	2168
	001-2100-521.64-01	22,144		
03/21/17	001-2100-521.64-00	4,378	CODE ENFORCEMENT MOVE TO PD OFFICES	2194
	001-2100-521.52-00	12,296		
03/28/17	001-2100-521.64-00	(1,198)	COVER TASER AND TRAFFIC UNIT PURCH FOR JAG GRANT	2287
	001-2100-521.64-00	(85)		
	001-2100-521.64-01	1,283		
05/03/17	001-2100-521.55-00	860	ADD FNDS AWRDED BY VOCA GRANTOR FOR TRAINING	2761
	001-2100-521.40-00	1,140		
05/26/17	001-2100-521.52-00	1,500	ACCEPT REV/EXP DONATION SHIELDS/SCOPE	3084
	001-2100-521.64-00	5,928		
05/31/17	001-2100-521.12-00	(41,570)	BDGT TXFR UNFRZ 2 POS UNFND, ACCR (3),OTHR COST	3132
	001-2100-521.24-00	540		
	001-2100-521.27-00	650		
	001-2100-521.22-00	1,530		
	001-2100-521.15-00	5,430		
	001-2100-521.22-01	33,420		
06/16/17	001-2100-521.52-00	(159)	HOMETOWN NEWS ADVERT PRCHSE LITH POLY BATTERYS	3414
	001-2100-521.49-02	159		
	001-2100-521.52-00	1,049		
06/27/17	001-2100-521.52-00	(60)	ADD FNDS TO CNVERT PD VAN TO 3 COMPARTMENT VAN	3525
	001-2100-521.64-00	60		
	001-2100-521.55-00	(2,152)	COVER INTOXYLIZER REPAIR AND MOPHOTRAK RENEWAL	3525
	001-2100-521.52-00	(534)		
	001-2100-521.46-00	1,584		
07/31/17	001-2100-521.52-00	(959)	ADD PROJ # FOR RECHARGE BATTERIES FOR NEW RADIOS	4035
	001-2100-521.42-00	(23)		
	001-2100-521.42-00	23		
	001-2100-521.52-00	959		
	001-2100-521.52-30	(8,000)	CODE ENF FREIGHT & CLERK FILINGS / PD ROOF REPAIRS	4035
	001-2100-521.46-02	8,000		
08/07/17	001-2100-521.34-00	(1,742)	FUND OPERATING SUPPLIES THROUGH END OF FY 17	4141
	001-2100-521.44-00	(1,714)		
	001-2100-521.52-00	3,456		
08/10/17	001-2100-521.64-00	23,120	PURCHASE PD REPLACEMENT 2017 HARLEY DAVIDSON	4203
08/14/17	001-2100-521.12-00	(21,110)	COVER ACCRUAL PAYOUTS FOR 2 EMPLOYEES	4266
	001-2100-521.12-12	21,110		
	001-2100-521.46-03	(3,251)	OUTFIT CHEVY IMPALA FOR POLICE K9 SAFETY	4266

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/14/17	001-2100-521.64-00	3,251	OUTFIT CHEVY IMPALA FOR POLICE K9 SAFETY		4266
	001-2100-521.45-00	(46,440)	PROJECT # NOT IN ADOPTED BUDGET - REASSIGN FUNDS		4265
	001-2100-521.45-00	46,440			
08/29/17	001-2100-521.22-02	10,440	ADJUST FY17 POLICE RETIRM CONTRIBTN FOR ACTUAL RECP		4517
09/28/17	001-2100-521.43-00	(7,000)	COVER NEG BAL & REPAIRS NEEDED FOR FLEET		4931
	001-2100-521.46-03	7,000			
09/30/17	001-2100-521.52-00	(975)	TXFR IS NEEDED FOR REC FEES FOR CLERK OF COURT		5002
25	Budget Amendments/Transfers		Division 2100 Total	$60,501	
2101 - POLICE COMMUNICATIONS					
10/21/16	001-2101-521.64-00	(2,016)	PD REVISED QUOTE 1601001 COMM INTNTL REMOVE BATT		174
03/10/17	001-2101-521.54-00	149	RENEW A MEMBERSHIP TO ADD ADDTNL NOTARY FOR RECORDS		2064
03/21/17	001-2101-521.64-00	(25,985)	CODE ENFORCEMENT MOVE TO PD OFFICES		2194
05/31/17	001-2101-521.12-00	(1,370)	BDGT TXFR UNFRZ 2 POS UNFND, ACCR (3),OTHR COST		3132
	001-2101-521.12-12	1,370			
06/16/17	001-2101-521.64-00	(1,049)	HOMETOWN NEWS ADVERT PRCHSE LITH POLY BATTERYS		3414
06/27/17	001-2101-521.64-00	(416,697)	BUDGET FOR RC2014 WAS NOT ENTERED. THIS ASSIGNS IT		3528
	001-2101-521.64-00	416,697			
07/20/17	001-2101-521.20-00	(100)	TRANSFER IS NEEDED TO CORRECT NEGATIVE BALANCE		3898
	001-2101-521.12-12	100			
07/31/17	001-2101-521.34-00	(1,078)	CODE ENF FREIGHT & CLERK FILINGS / PD ROOF REPAIRS		4035
	001-2101-521.55-00	(872)			
	001-2101-521.52-00	1,950			
08/22/17	001-2101-521.12-00	(620)	COVER NEG BALANCE DUE TO ACCRUAL PAYOUTS FOR EX EM		4447
	001-2101-521.12-12	620			
9	Budget Amendments/Transfers		Division 2101 Total	($28,901)	
2132 - CODE ENFORCEMENT					
02/28/17	001-2132-524.47-00	25	MOVE 4 POSITIONS TO PD FRM COMM SVCS DIV		2066
	001-2132-524.54-00	140			
	001-2132-524.52-00	400			
	001-2132-524.55-00	565			
	001-2132-524.40-00	750			
	001-2132-524.45-00	939			
	001-2132-524.52-30	1,550			
	001-2132-524.46-03	2,160			
	001-2132-524.41-00	2,340			
	001-2132-524.24-00	3,065			
	001-2132-524.49-00	3,500			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/28/17	001-2132-524.42-00	3,700	MOVE 4 POSITIONS TO PD FRM COMM SVCS DIV		2066
	001-2132-524.27-00	4,800			
	001-2132-524.22-00	11,128			
	001-2132-524.21-00	11,780			
	001-2132-524.34-00	20,000			
	001-2132-524.23-00	39,146			
	001-2132-524.12-00	147,972			
03/21/17	001-2132-524.52-00	4,031	CODE ENFORCEMENT MOVE TO PD OFFICES		2194
	001-2132-524.64-00	5,280			
04/13/17	001-2132-524.34-00	(5,000)	TXFR FNDS BACK TO CODE EN TO COVER INCURRED EXPNSES		2495
05/31/17	001-2132-524.12-00	(3,930)	BDGT TXFR CE MOVE PD ACCR (1) UNEXPECTED COSTS		3133
	001-2132-524.14-00	30			
	001-2132-524.12-12	900			
	001-2132-524.27-00	3,000			
06/27/17	001-2132-524.55-00	40	COVER INTOXYLIZER REPAIR AND MOPHOTRAK RENEWAL		3525
	001-2132-524.40-00	112			
	001-2132-524.42-00	425			
	001-2132-524.44-00	525			
07/31/17	001-2132-524.46-03	(1,301)	CODE ENF FREIGHT & CLERK FILINGS / PD ROOF REPAIRS		4035
	001-2132-524.42-00	301			
	001-2132-524.49-00	1,000			
09/28/17	001-2132-524.64-00	(5,280)	RECLASS CODE ENFORCEMENT FURNITURE FROM CAPITAL		4931
	001-2132-524.52-00	5,280			
09/30/17	001-2132-524.44-00	(525)	TXFR IS NEEDED FOR REC FEES FOR CLERK OF COURT		5002
	001-2132-524.49-00	1,500			
8	Budget Amendments/Transfers		Division 2132 Total	$260,348	
2200 - FIRE ADMINISTRATION					
12/15/16	001-2200-522.52-00	(561)	FIRE INSPECTOR CELL PHONE		881
	001-2200-522.41-00	561			
02/02/17	001-2200-522.52-00	(40)	BUSINESS CARDS FOR NEW FIRE INSPECTOR		1552
	001-2200-522.47-00	40			
05/23/17	001-2200-522.23-00	(23,100)	COVER OVERTIME COSTS FOR FIRE DEPARTMENT		3189
	001-2200-522.12-00	(2,020)			
	001-2200-522.15-00	250			
	001-2200-522.13-00	820			
	001-2200-522.24-00	950			
06/27/17	001-2200-522.52-02	110	FNDS TO PURCHSE UNIFORM FOR NEW FIRE INSPECTOR		3525
08/01/17	001-2200-522.54-00	(20)	ADMIN SEC BUSINESS CARDS & COVER SHORTFALL FOR FY		4048

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/01/17	001-2200-522.47-00	20	ADMIN SEC BUSINESS CARDS & COVER SHORTFALL FOR FY		4048
08/14/17	001-2200-522.45-00	(1,850)	PROJECT # NOT IN ADOPTED BUDGET - REASSIGN FUNDS		4265
	001-2200-522.45-00	1,850			
08/22/17	001-2200-522.22-02	2,451	ADJUST FY2017 FIRE ST RET CONTRIBUTIONS TO ACT REC		4450
7	Budget Amendments/Transfers		Division 2200 Total	($20,539)	
2201 - FIRE OPERATIONS					
12/30/16	001-2201-522.22-02	(128,299)	FIRE PENSIONS BUDGETED IN WRONG DIVISION.		1058
	001-2201-522.34-00	4,085			
05/23/17	001-2201-522.13-00	(21,200)	COVER OVERTIME COSTS FOR FIRE DEPARTMENT		3189
	001-2201-522.15-00	5,200			
	001-2201-522.24-00	16,000			
	001-2201-522.23-00	23,100			
05/31/17	001-2201-522.12-00	(22,597)	BDGT TXFR FD OT LMTD DUTY M WELDON PAYOUTS		3126
	001-2201-522.12-12	22,597			
	001-2201-522.14-00	88,532			
06/27/17	001-2201-522.52-02	(110)	FNDS TO PURCHSE UNIFORM FOR NEW FIRE INSPECTOR		3525
07/11/17	001-2201-522.64-00	(38,230)	ADD PROJECT BUDGET FOR FY17. WAS MISSED IN OCT.		3736
	001-2201-522.64-00	38,230			
	001-2201-522.52-05	8,400	MEDICAL MONITOR TRADE IN FOR EMS 1ST RESPOND SUPPL		3801
08/01/17	001-2201-522.46-00	(750)	ADMIN SEC BUSINESS CARDS & COVER SHORTFALL FOR FY		4048
	001-2201-522.42-00	750			
08/14/17	001-2201-522.45-00	(8,230)	PROJECT # NOT IN ADOPTED BUDGET - REASSIGN FUNDS		4265
	001-2201-522.45-00	8,230			
09/12/17	001-2201-522.46-00	(1,314)	COVER SHORTAGE IN REPAIR DUE TO FIRE TRUCK DAMAGE		4674
	001-2201-522.46-03	1,314			
09/30/17	001-2201-522.46-00	(1,500)	TXFR COVERS INCREASES IN MED EQUIP AND SUPPLIES		5002
	001-2201-522.52-05	1,500			
10	Budget Amendments/Transfers		Division 2201 Total	($4,292)	
3200 - ADMINISTRATION					
10/21/16	001-3200-515.61-00	118,000	PURCHASE 3 BREV CO TAX ID FROM HOUSING AUTH. 16-445		175
10/25/16	001-3200-515.49-00	33,610	6 FORREST AVE DEMOLITION AGENDA 16-487		228
11/22/16	001-3200-515.34-00	25,000	ADD FNDS TO BLDNG INSPECT AND PLAN REVIEW SVCS FY17		586
12/30/16	001-3200-515.61-00	(111,317)	MAGNOLIA POINTE SUBDIVIS RECLASS FROM LAND		1057
	001-3200-515.49-00	111,317			
01/23/17	001-3200-515.49-00	3,000	UNANTICIPATED BREVARD CO CHARGE FOR TAX COLLECTION		1371
02/28/17	001-3200-515.12-00	(50,066)	GIS ADMIN MOVED TO IT DIV FROM COM SVCS ADMIN DIV		2065
	001-3200-515.23-00	(15,583)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
02/28/17	001-3200-515.22-00	(3,765)	GIS ADMIN MOVED TO IT DIV FROM COM SVCS ADMIN DIV	2065
	001-3200-515.21-00	(3,395)		
	001-3200-515.27-00	(2,400)		
	001-3200-515.24-00	(132)		
	001-3200-515.12-00	(147,972)	MOVE 4 POSITIONS TO PD FRM COMM SVCS DIV	2066
	001-3200-515.23-00	(39,146)		
	001-3200-515.34-00	(20,000)		
	001-3200-515.21-00	(11,780)		
	001-3200-515.22-00	(11,128)		
	001-3200-515.27-00	(4,800)		
	001-3200-515.42-00	(3,700)		
	001-3200-515.49-00	(3,500)		
	001-3200-515.24-00	(3,065)		
	001-3200-515.41-00	(2,340)		
	001-3200-515.46-03	(2,160)		
	001-3200-515.52-30	(1,550)		
	001-3200-515.45-00	(939)		
	001-3200-515.40-00	(750)		
	001-3200-515.55-00	(565)		
	001-3200-515.52-00	(400)		
	001-3200-515.54-00	(140)		
	001-3200-515.47-00	(25)		
04/06/17	001-3200-515.49-00	3,000	BUDGET SHORTFALL DUE TO HIGHER ADVERTISING EXPENS	2417
04/13/17	001-3200-515.34-00	5,000	TXFR FNDS BACK TO CODE EN TO COVER INCURRED EXPNSES	2495
05/03/17	001-3200-515.31-00	70,000	TXFR FNDS FOR COCO VLLGE PRKNG STUDY FROM PW TO CS	2760
05/31/17	001-3200-515.49-00	5,000	BDGT TXFR CONTRACTOR SVS INC COST ADV & REC PZ	3127
	001-3200-515.34-00	49,000		
	001-3200-515.12-00	(9,450)	BDGT TXFR OT, ACCR SPEC EVNTS, HLTH&WC COSTS	3128
	001-3200-515.23-00	(6,625)		
	001-3200-515.14-00	175		
	001-3200-515.24-00	325		
08/10/17	001-3200-515.12-00	(30,453)	COVER 2 ACCRUAL PAYOUTS & OVRTME FOR COMM SVCS	4206
	001-3200-515.14-00	120		
	001-3200-515.12-12	30,075		
	001-3200-515.31-00	(1,500)	COVER CELL PH FOR FY17 FOR BUILDING & PERMITTING	4206
	001-3200-515.41-00	1,500		
08/14/17	001-3200-515.31-00	(305)	COVER BLDNG OFF ICC MEMBR & PLNS EXAM BOAF TRAINING	4266
	001-3200-515.54-00	83		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/14/17	001-3200-515.55-00	222	COVER BLDNG OFF ICC MEMBR & PLNS EXAM BOAF TRAINING		4266
08/21/17	001-3200-515.31-00	(565)	BLDNG PLNS EXAM TRAINING APA CONFERENCE FOR 2 EMP		4392
	001-3200-515.55-00	565			
09/12/17	001-3200-515.45-00	(939)	PROJECT NUMBER LEFT OFF ADOPTED BUDGET		4673
	001-3200-515.45-00	939			
17	Budget Amendments/Transfers		Division 3200 Total	($33,524)	
3205 - ECONOMIC DEVELOPMENT					
01/23/17	001-3205-559.48-00	(3,000)	UNANTICIPATED BREVARD CO CHARGE FOR TAX COLLECTION		1371
04/06/17	001-3205-559.48-00	(3,000)	BUDGET SHORTFALL DUE TO HIGHER ADVERTISING EXPENS		2417
05/31/17	001-3205-559.12-00	(525)	BDGT TXFR OT, ACCR SPEC EVNTS, HLTH&WC COSTS		3128
	001-3205-559.12-12	525			
07/31/17	001-3205-559.55-00	(150)	PAY MEMBERSHIP DUES FOR ECON DEV COMMISSION		4035
	001-3205-559.54-00	150			
08/10/17	001-3205-559.12-00	(20,045)	COVER 2 ACCRUAL PAYOUTS & OVRTME FOR COMM SVCS		4206
	001-3205-559.12-12	20,045			
09/20/17	001-3205-559.31-00	(3,000)	COVER RELOCATION EXPNSE FOR NEW ECON DEV MANAGER		4817
	001-3205-559.49-00	3,000			
6	Budget Amendments/Transfers		Division 3205 Total	($6,000)	
3290 - LEISURE SERVICES					
03/21/17	001-3290-574.34-00	(1,600)	TXFR TO COVER PURCHSE OF NEW BANQUET TABLES		2185
	001-3290-574.52-00	1,600			
05/31/17	001-3290-574.24-00	775	BDGT TXFR OT, ACCR SPEC EVNTS, HLTH&WC COSTS		3128
	001-3290-574.23-00	6,675			
	001-3290-574.15-00	8,125			
08/07/17	001-3290-574.47-00	(500)	WEDDINGS MRKT PROMO ITEMS & PORCHER/CIV CENT CLEANI		4141
	001-3290-574.40-00	(400)			
	001-3290-574.48-00	400			
	001-3290-574.52-00	500			
08/10/17	001-3290-574.14-00	258	COVER 2 ACCRUAL PAYOUTS & OVRTME FOR COMM SVCS		4206
4	Budget Amendments/Transfers		Division 3290 Total	$15,833	
3500 - ADMINISTRATION					
05/31/17	001-3500-519.14-00	13	BUDGET TXFR-PYRL SHORTAGE END OF FY17 RATE INC		3123
	001-3500-519.24-00	94			
	001-3500-519.23-00	1,200			
08/14/17	001-3500-519.45-00	(398)	PROJECT # NOT IN ADOPTED BUDGET - REASSIGN FUNDS		4265
	001-3500-519.45-00	398			
2	Budget Amendments/Transfers		Division 3500 Total	$1,307	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3510 - PUBLIC WORKS MAINTENANCE					
11/08/16	001-3510-541.63-00	(16,702)	ADD FNDS FOR REMOVAL OF LIGHTING ON FISKE BLVD		402
	001-3510-541.63-00	16,702			
12/13/16	001-3510-541.63-00	266,786	FISKE BLVD PHASE 1 ROADWY AND SIDEWALK REBUILD		1021
02/28/17	001-3510-541.63-00	75,000	FISKE BLVD PHS 1 PROJ EXP ADDTNL FUNDS AGNDA 17-099		2063
03/10/17	001-3510-541.52-00	(13,800)	REFURB BILLBOARD SIGNS ON ROSA L / US 1 CITY OWNS		2064
04/11/17	001-3510-541.53-00	(38,545)	COVER PW PART OF PEACHTRE WATER MAIN IMPROVEMENTS		2496
	001-3510-541.63-00	38,545			
04/18/17	001-3510-541.53-00	(20,000)	COVER SHORTAGE DUE TO LIGHT POLE PURCHASES		2557
	001-3510-541.46-00	20,000			
05/03/17	001-3510-541.31-00	(70,000)	TXFR FNDS FOR COCO VLLGE PRKNG STUDY FROM PW TO CS		2760
05/05/17	001-3510-541.63-00	(46,906)	COVER PURCHSE OF FORD F450 FOR GROUNDS DEPT		2806
05/15/17	001-3510-541.63-00	(15,839)	TXFR FNDS TO COMPLETE PEACHTREE ST LED LIGHTING		2900
	001-3510-541.63-00	15,839			
05/22/17	001-3510-541.52-00	(295,000)	CORRECT BUS SHELTER PROJ PW17BS ACCOUNT BALANCE		3002
	001-3510-541.52-00	295,000			
05/31/17	001-3510-541.20-00	110	BDGT TXFR LIUNA RECLASS HLTH-WORK COMP RATE		3124
	001-3510-541.21-00	700			
	001-3510-541.22-00	700			
	001-3510-541.24-00	3,000			
	001-3510-541.12-00	10,000			
	001-3510-541.23-00	(1,450)	BUDGET TXFR-PYRL SHORTAGE END OF FY17 RATE INC		3123
08/10/17	001-3510-541.46-03	(2,000)	PURCHASE 15 PSNGER VAN FOR INMATE GROUND CREWS		4204
08/14/17	001-3510-541.45-00	(2,900)	PROJECT # NOT IN ADOPTED BUDGET - REASSIGN FUNDS		4265
	001-3510-541.45-00	2,900			
08/21/17	001-3510-541.53-00	(10,000)	COVER NEGATIVE BALANCE IN OP SUPPLY AND POSTAGE		4391
	001-3510-541.42-00	1,000			
	001-3510-541.52-00	9,000			
09/28/17	001-3510-541.63-00	(25,000)	COVER TRAFFIC SIGN WRAPS PROVIDED BY MAIN STREET		4957
	001-3510-541.46-00	25,000			
16	Budget Amendments/Transfers		Division 3510 Total	$222,140	
3520 - PARKS & BEAUTIFICATION					
11/01/16	001-3520-572.34-09	(20,000)	MOWING CONTRACT		292
	001-3520-572.34-00	20,000			
03/28/17	001-3520-572.52-00	(1,180)	TILLER P.O. WAS OP SUPPLY INSTEAD OF CAPITAL EQUP		2287
	001-3520-572.64-00	1,180			
05/05/17	001-3520-572.34-09	(500)	COVER A NEGATIVE ACCOUNT BALANCE DUE TO TREE PRCHS		2806

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/05/17	001-3520-572.42-00	500	COVER A NEGATIVE ACCOUNT BALANCE DUE TO TREE PRCHS		2806
	001-3520-572.64-00	46,906	COVER PURCHSE OF FORD F450 FOR GROUNDS DEPT		2806
05/31/17	001-3520-572.23-00	250	BUDGET TXFR-PYRL SHORTAGE END OF FY17 RATE INC		3123
	001-3520-572.24-00	5,800			
06/27/17	001-3520-572.46-00	(2,000)	SATISFY A NEGATIVE TOTAL IN THE OPERATING ACCOUNT		3524
	001-3520-572.34-09	(600)			
	001-3520-572.44-00	(500)			
	001-3520-572.49-02	(300)			
	001-3520-572.52-00	3,400			
08/10/17	001-3520-572.46-00	(2,000)	PURCHASE 15 PSNGER VAN FOR INMATE GROUND CREWS		4204
	001-3520-572.64-00	12,900			
08/14/17	001-3520-572.45-00	(3,700)	PROJECT # NOT IN ADOPTED BUDGET - REASSIGN FUNDS		4265
	001-3520-572.45-00	3,700			
08/28/17	001-3520-572.52-30	(4,000)	UNANTICIPATED ELECTRIC / WATER / SEWER R&M		4485
	001-3520-572.43-00	300			
	001-3520-572.52-00	1,700			
	001-3520-572.46-00	2,000			
9	Budget Amendments/Transfers		Division 3520 Total	$63,856	
3540 - PUBLIC WORKS- FLEET MAINT					
12/07/16	001-3540-519.55-00	(500)	COVER INCREASED COSTS OF VERTICAL TIRE CAROUSEL		743
	001-3540-519.64-00	500			
05/31/17	001-3540-519.12-00	(14,410)	BDGT TXFR EMP DROP-REPLC HLTH - WORK COMP RATE INC		3122
	001-3540-519.24-00	100			
	001-3540-519.20-00	110			
	001-3540-519.13-00	14,200			
08/10/17	001-3540-519.64-00	(2,000)	PURCHASE 15 PSNGER VAN FOR INMATE GROUND CREWS		4204
08/14/17	001-3540-519.45-00	(1,250)	PROJECT # NOT IN ADOPTED BUDGET - REASSIGN FUNDS		4265
	001-3540-519.45-00	1,250			
4	Budget Amendments/Transfers		Division 3540 Total	($2,000)	
3560 - FACILITY MANAGEMENT					
11/22/16	001-3560-519.46-00	(1,000)	COVER POSTAGE & FREIGHT FOR SPLASHPAD / RVRFNT PK		561
	001-3560-519.42-00	1,000			
02/14/17	001-3560-519.46-00	(4,313)	TXFR TO COVER CITY HALL TRACER ES SOFT LICENSE		1787
	001-3560-519.68-10	4,313			
05/31/17	001-3560-519.20-00	250	BDGTTXFR LIUNA,SHOES,DROP HLTH WORK COMP RATE ADJ		3125
	001-3560-519.22-00	1,100			
	001-3560-519.24-00	2,000			
	001-3560-519.13-00	19,800			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/20/17	001-3560-519.46-02	(5,000)	OPERATING FUNDS ARE LOW SUPPLIES AND TOOLS NEEDED		3898
	001-3560-519.52-00	5,000			
07/24/17	001-3560-519.46-02	(3,500)	MOVE PORCHER HOUSE SIGN TO OPERATING FROM REPAIR		3932
	001-3560-519.52-00	3,500			
07/31/17	001-3560-519.46-02	(200)	COVER SHIPPING COSTS FOR PD ROOF REPAIR		4035
	001-3560-519.42-00	200			
	001-3560-519.40-00	(300)	PURCHASE BRONZE PLAQUE DEDICATING MOORE CENTER		3956
08/10/17	001-3560-519.64-00	(6,900)	PURCHASE 15 PSNGER VAN FOR INMATE GROUND CREWS		4204
08/14/17	001-3560-519.45-00	(2,600)	PROJECT # NOT IN ADOPTED BUDGET - REASSIGN FUNDS		4265
	001-3560-519.45-00	2,600			
08/17/17	001-3560-519.34-00	(5,000)	ADD FUNDS TO OPERATING SUPPLIES FOR REMAIN FY17		4334
	001-3560-519.52-00	5,000			
08/18/17	001-3560-519.34-00	(5,000)	COVER FACIL MAINT FOR FY & AUTO GATE CONTROLLER		4358
	001-3560-519.55-00	(3,000)			
	001-3560-519.64-00	3,000			
	001-3560-519.46-02	5,000			
08/21/17	001-3560-519.46-02	(3,500)	PURCHASE AND INSTALLATION OF 4 VIDEO CAMERAS		4391
	001-3560-519.64-00	3,500			
	001-3560-519.43-00	(7,000)	TXFR TO COVER PAINTING OF HARRY T MOORE CENTER		4392
	001-3560-519.46-02	7,000			
08/29/17	001-3560-519.42-00	280	COVER POSTAGE AND FREIGHT FOR REMAINDER OF FY17		4519
09/28/17	001-3560-519.46-02	(2,000)	NEW TRANSMISSION PW VAN AND PW CELL PHONES		4931
	001-3560-519.44-00	(800)			
	001-3560-519.41-00	800			
	001-3560-519.46-03	2,000			
15	Budget Amendments/Transfers		Division 3560 Total	$16,230	
3580 - CAPITAL PROJECTS MNGMT					
10/21/16	001-3580-519.62-00	231,936	PROJECT INADEQUATELY BUDG FOR FY17. NEED FUNDS ADD		176
03/10/17	001-3580-519.46-00	13,800	REFURB BILLBOARD SIGNS ON ROSA L / US 1 CITY OWNS		2064
05/31/17	001-3580-519.12-00	(912)	BDGT TXFR EMP DROP-REPLC HLTH - WORK COMP RATE INC		3122
	001-3580-519.24-00	12			
	001-3580-519.23-00	900			
07/31/17	001-3580-519.48-00	300	PURCHASE BRONZE PLAQUE DEDICATING MOORE CENTER		3956
08/14/17	001-3580-519.45-00	(350)	PROJECT # NOT IN ADOPTED BUDGET - REASSIGN FUNDS		4265
	001-3580-519.45-00	350			
08/29/17	001-3580-519.42-00	(280)	COVER POSTAGE AND FREIGHT FOR REMAINDER OF FY17		4519
6	Budget Amendments/Transfers		Division 3580 Total	$245,756	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
206 Total Budget Amendments/Transfers			**GENERAL FUND**	**11,921,406**	
3240 - HOUSING GRANTS					
05/31/17	103-3240-554.12-00	(245)	BDGT TXFR HLTH WORK COMP RATE CHG & SHORTFALLS		3130
	103-3240-554.24-00	5			
	103-3240-554.23-00	240			
1 Budget Amendments/Transfers			Division 3240 Total	$0	
1 Total Budget Amendments/Transfers			**CDBG**	**$0**	
3240 - HOUSING GRANTS					
05/26/17	104-3240-554.83-00	49,900	MOU REIMB HOME DOLLARS BTWN PLM BAY/COCOA		3083
1 Budget Amendments/Transfers			Division 3240 Total	$49,900	
1 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$49,900**	
3240 - HOUSING GRANTS					
05/31/17	105-3240-554.12-00	(60)	BDGT TXFR HLTH ELECT ADJ ADDL HLTH INS COSTS		3131
	105-3240-554.23-00	60			
1 Budget Amendments/Transfers			Division 3240 Total	$0	
1 Total Budget Amendments/Transfers			**SHIP/COCOA HOUSING TRUST**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
10/25/16	110-3230-559.39-00	(6,942)	ACCOUNT FOR DECREASE IN CO MILLAGE RATES FOR CRA		230
01/25/17	110-3230-559.39-00	(1,908)	ENGINEERING REPORT ANLYS LEE WENNER PARK DAYSLPS		1418
	110-3230-559.34-00	1,908			
03/08/17	110-3230-559.39-00	(2,000)	XFR FOR ANTICIPATED SHORT IN LEGAL EXP FACADE GRANT		2026
	110-3230-559.31-01	2,000			
04/06/17	110-3230-559.39-00	(15,681)	TXFR TO COVER FINAL DESGN AND ENG OF HARRISON ST		2417
	110-3230-559.63-00	15,681			
05/04/17	110-3230-559.39-00	(2,000)	COVER SHORTFALL IN LEGAL EXPENSES		2784
	110-3230-559.31-01	2,000			
	110-3230-559.39-00	(500)	COVER SHORTFALL IN OTHER WHICH PAYS CLERK OF COURT		2784
	110-3230-559.49-00	500			
05/18/17	110-3230-559.49-00	(15)	COVER PHONE STIPED FOR REDEVELOPMENT SPECIALIST		2965
	110-3230-559.41-00	15			
05/31/17	110-3230-559.12-00	(50)	BDGT TXFR COVER OT		3129
	110-3230-559.14-00	50			
07/17/17	110-3230-559.39-00	(48,140)	TXFR LEE WINNER CRA 7-11 CONTINGENCY TO INFRASTUCT		3840
	110-3230-559.63-00	48,140			
09/28/17	110-3230-559.12-00	(13)	COVER COST OF OVERTIME IN COCOA CRA		4931
	110-3230-559.14-00	13			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10	Budget Amendments/Transfers		Division 3230 Total	($6,942)	
	10 Total Budget Amendments/Transfers		**REDEVELOPMENT AGENCY FUND**	**($6,942)**	
3230 - CRA ADMIN/OPERATIONS					
03/21/17	111-3230-559.45-00	36	BREVARD CO NEW MILLAGE RT INCRSE TIF REV DMD SQ CRA		2193
	111-3230-559.55-00	1,480			
05/18/17	111-3230-559.49-00	(15)	COVER PHONE STIPED FOR REDEVELOPMENT SPECIALIST		2965
	111-3230-559.41-00	15			
08/25/17	111-3230-559.12-00	(21)	DIAMOND SQUARD OT COST CRA BOARD 8/21/17		4486
	111-3230-559.14-00	21			
3	Budget Amendments/Transfers		Division 3230 Total	$1,516	
	3 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$1,516**	
3230 - CRA ADMIN/OPERATIONS					
11/07/16	112-3230-559.83-02	3,748	REVISED MILLAGE RATES INCREASED US1 CRA TIF REV		370
1	Budget Amendments/Transfers		Division 3230 Total	$3,748	
	1 Total Budget Amendments/Transfers		**CRA US1 CORRIDOR**	**$3,748**	
1600 - GENERAL OPERATIONS					
01/24/17	201-1600-513.71-00	120,000	DEBT SVC ON FIRE PROTECT ASSESS REV BONDS, S 2016		1442
	201-1600-513.72-00	239,680			
05/15/17	201-1600-513.72-00	(40,000)	TXFR OF DIFFERENCE BTWN 2007 BND & 2016 CAP INV B		2901
	201-1600-513.71-00	40,000			
2	Budget Amendments/Transfers		Division 1600 Total	$359,680	
	2 Total Budget Amendments/Transfers		**DEBT SERVICE FUND**	**$359,680**	
3580 - CAPITAL PROJECTS MNGMT					
10/25/16	301-3580-519.62-00	(65,000)	WETLAND MITITGATION AGREE FUND X-FER AGENDA 16-467		231
	301-3580-519.61-00	65,000			
01/24/17	301-3580-519.39-00	(1,080,000)	COST RELATED TO FIRE PROT ASS REV BOND AND CAP EXP		1445
	301-3580-519.39-00	(197,878)			
	301-3580-519.62-00	100,000			
	301-3580-519.73-00	197,878			
	301-3580-519.62-00	490,000			
	301-3580-519.62-00	490,000			
	301-3580-519.62-00	330,000	TXFR FRM GEN FUND TO EXP ACCT FOR 3 FIRE STATIONS		1442
	301-3580-519.62-00	330,000			
02/10/17	301-3580-519.62-00	(18,146)	LAND EXP FIRE STN 1 & 3 LAND IMPRVMNTS TO SITES		1693
	301-3580-519.62-00	(246)			
	301-3580-519.61-00	246			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/10/17	301-3580-519.61-00	18,146	LAND EXP FIRE STN 1 & 3 LAND IMPRVMNTS TO SITES		1693
02/14/17	301-3580-519.62-00	(71,190)	TXFR FOR CARDNO TASK ORD FOR BRUNSON AND FIRE ST 2		1790
	301-3580-519.61-00	71,190			
07/11/17	301-3580-519.62-00	(85,387)	TXFR FNDS FOR PURCHASE OF GENERATORS FOR FIRE STNS		3802
	301-3580-519.62-00	(64,389)			
	301-3580-519.62-00	(64,389)			
	301-3580-519.64-00	64,389			
	301-3580-519.64-00	64,389			
	301-3580-519.64-00	85,387			
08/07/17	301-3580-519.62-00	(5,000)	FNDS FOR CONCEPT. DESIGN OF JOE LEE SMITH CENTER		4140
	301-3580-519.62-00	5,000			
08/11/17	301-3580-519.62-00	(30,250)	MOVE CARRIER A/C FROM BLDNGS ACCT TO MACHINERY		4250
	301-3580-519.52-00	344			
	301-3580-519.64-00	29,906			
09/22/17	301-3580-519.62-00	(2,346)	MOVE AC FILTERS TO NON CAPITAL		4867
	301-3580-519.62-00	(1,596)			
	301-3580-519.62-00	(1,596)			
	301-3580-519.52-00	1,596			
	301-3580-519.52-00	1,596			
	301-3580-519.52-00	2,346			
9 Budget Amendments/Transfers			Division 3580 Total	$660,000	
9 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$660,000**	
1515 - FIELD SERVICES					
10/19/16	421-1515-536.52-00	(1)	ORIGINAL QUOTE FOR ITRON WAS OFF BY $.19		144
	421-1515-536.46-00	1			
04/18/17	421-1515-536.41-00	(1,000)	ADD FUNDS TO BEE REMOVAL SERVICES PO		2557
	421-1515-536.52-00	1,000			
05/31/17	421-1515-536.12-00	(55)	BDGT TXFR EXPECTED PYRL RATE INCR THRU FY 2017		3142
	421-1515-536.20-00	55			
	421-1515-536.22-00	172,550			
08/10/17	421-1515-536.12-00	(1,438)	COVER EMP ACCRUAL PAYOUTS SHOE ALLOW & OVERTIME		4206
	421-1515-536.20-00	110			
	421-1515-536.12-12	328			
	421-1515-536.14-00	1,000			
4 Budget Amendments/Transfers			Division 1515 Total	$172,550	
1601 - EMERGENCY/DISASTER SVS					
05/31/17	421-1601-525.23-00	54	BDGT ADMEND HURRICANE REIMB BY FEMA		3135

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
05/31/17	421-1601-525.21-00	61	BDGT ADMEND HURRICANE REIMB BY FEMA	3135
	421-1601-525.22-00	94		
	421-1601-525.12-00	780		
1	Budget Amendments/Transfers		Division 1601 Total $989	
4010 - WATER ADMINISTRATION				
12/13/16	421-4010-536.31-00	479,454	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS	1024
02/14/17	421-4010-536.34-00	(8,437)	FNDS TO COVER REMAIN COST OF UTIL METER AUDIT	1788
	421-4010-581.91-01	8,437		
03/28/17	421-4010-536.39-00	(13,108)	SUMMER YOUTH PROGRAM CHNG TO DIRECT PARTIC PAY	2361
	421-4010-536.21-00	853		
	421-4010-536.24-00	1,117		
	421-4010-536.13-00	11,138		
05/03/17	421-4010-536.39-00	(9,030)	FUND THE UPSZNG OF FORCE MAIN ALONG COX AND SR524	2765
05/15/17	421-4010-536.39-00	(376,360)	TXFR TO FUND WATER LINE EXTENSION FOR FIRE STN 3	2907
05/31/17	421-4010-536.39-00	(88,191)	BDGT TXFR EMP DROP, RATE CHG WC, HLTH COSTS	3139
	421-4010-536.24-00	420		
	421-4010-536.12-12	4,591		
	421-4010-536.22-00	33,000		
	421-4010-536.13-00	50,600		
	421-4010-536.39-00	(172,550)	BDGT TXFR EXPECTED PYRL RATE INCR THRU FY 2017	3142
06/27/17	421-4010-536.31-00	(4,800)	ADD OVERTIME FNDS FY 17 UTILITIES QLTY ASRNCE LAB	3524
	421-4010-536.14-00	4,800		
	421-4010-536.39-00	(119,500)	COVER COSTS OF UNXPCTD WASTEWATER BREAKS	3620
	421-4010-536.31-00	(75,000)	COVER INCREASED LEGAL EXP DUE TO LITIGATION AND TCR	3621
	421-4010-536.31-01	75,000		
07/07/17	421-4010-536.31-00	(48,250)	MOVE FNDS FRM WS16UP TO WS0919.	3683
	421-4010-536.31-00	48,250		
07/11/17	421-4010-536.31-01	(75,000)	ADD PROJECT BUDGET FOR FY17. WAS MISSED IN OCT.	3736
	421-4010-536.31-01	75,000		
07/24/17	421-4010-536.31-33	(18,924)	COVER COSTS FOR CAREATC PURCHASE ORDERS	3932
	421-4010-536.52-33	18,924		
07/25/17	421-4010-536.31-00	(40,000)	ADDTNL FUNDS NEEDED FOR REGIONAL WTR SUPPLY PROJ	4034
	421-4010-536.31-00	40,000		
08/10/17	421-4010-536.12-00	(119)	COVER COST OF ACCRUAL PAYOUTS FOR 3 EMPLOYEES	4215
	421-4010-536.12-12	119		
08/14/17	421-4010-536.45-00	(1,738)	PROJECT # NOT IN ADOPTED BUDGET - REASSIGN FUNDS	4265
	421-4010-536.45-00	1,738		
08/22/17	421-4010-536.39-00	(130,581)	AMMEND BUDGET TO INCLUDE FLEET EXPANSION PROJ	4449

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/22/17	421-4010-581.91-01	130,581	AMMEND BUDGET TO INCLUDE FLEET EXPANSION PROJ		4449
09/14/17	421-4010-536.34-00	(100)	ELCTRC FOR 600 SCHOOL ST UNDER BUDGETED		4722
	421-4010-536.43-00	100			
09/28/17	421-4010-536.31-00	(5,160)	ADD FNDS GARGANEESE PO FOR TAYLOR CREEK MEDIATN		4957
	421-4010-536.31-01	5,160			
	421-4010-536.31-33	(13,550)	COVER CAREATC INVOICES FOR REMAINDER OF FY17		4957
	421-4010-536.52-33	13,550			
	421-4010-536.31-01	(5,160)	REVERSE GROUP NUMBER 04957		4978
	421-4010-536.31-00	5,160			
21	Budget Amendments/Transfers		Division 4010 Total	($197,566)	
4011 - EMERGENCY/DISASTER SVS					
05/31/17	421-4011-525.42-00	16	BDGT ADMEND HURRICN COST REIMB BY FEMA		3136
	421-4011-525.27-00	62			
	421-4011-525.53-00	1,000			
	421-4011-525.52-00	10,234			
	421-4011-525.46-00	33,255			
	421-4011-525.24-00	1,892	BDGT AMEND HURRICANE COST REIMB BY FEMA		3165
	421-4011-525.21-00	5,850			
	421-4011-525.22-00	8,804			
	421-4011-525.23-00	9,076			
	421-4011-525.12-00	24,712			
	421-4011-525.14-00	53,692			
2	Budget Amendments/Transfers		Division 4011 Total	$148,593	
4020 - DYAL PLANT					
01/03/17	421-4020-536.46-00	(40,067)	EMERGENCY GENERATOR RNTL FOR DYAL WTP - PAY 2 INV		1080
	421-4020-536.44-00	40,067			
01/10/17	421-4020-536.46-00	(100,167)	EMERGENCY GENERATOR LEASE AT DYAL WTP FY 17		1215
	421-4020-536.44-00	100,167			
02/14/17	421-4020-536.63-00	47,233	REPLACE THE SURROUNDING FENCE AT 1.5MG ELEV TANK		1785
03/28/17	421-4020-536.12-00	(49,000)	ADD FUNDS FOR DYAL OVRTIM TO COVER EMERG REPAIRS		2287
	421-4020-536.14-00	49,000			
05/03/17	421-4020-536.34-00	(30,000)	ROOF REPAIR AT THREE WELL PUMP STATIONS NOT BUDGTD		2759
	421-4020-536.46-02	30,000			
05/26/17	421-4020-536.46-00	(167,000)	TRXF FOR CHEM&TEST SUPPLY		3076
	421-4020-536.52-00	167,000			
	421-4020-536.12-00	(50,000)	TXFR DYAL ADD FUNDS TO OT DPLTD DUE TO EMERGENCIES		3080
	421-4020-536.14-00	50,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/31/17	421-4020-536.12-00	(11,408)	BDGT TXFR EMP DROP ACCR(2), WC RATE CHG		3140
	421-4020-536.12-12	3,168			
	421-4020-536.24-00	8,240			
06/16/17	421-4020-536.34-00	(12,957)	SAFETY TRAINING COURSE FR RISK MNGMNT FOR OPERATORS		3414
	421-4020-536.55-00	12,957			
06/27/17	421-4020-536.46-00	(61,020)	ALUMINUM STAIRWAY @ VIERA RECLASS AS CAPITAL		3529
	421-4020-536.63-00	61,020			
07/25/17	421-4020-536.34-00	(90,000)	TXFR FUNDS TO COVER 3 POS FOR CHEMICALS FOR DYAL WT		4033
	421-4020-536.52-00	90,000			
08/14/17	421-4020-536.45-00	(11,278)	PROJECT # NOT IN ADOPTED BUDGET - REASSIGN FUNDS		4265
	421-4020-536.45-00	11,278			
12	Budget Amendments/Transfers		Division 4020 Total	$47,233	
4025 - WATER FIELD OPERATIONS					
03/22/17	421-4025-536.46-00	(25,812)	WILSON ST GATE REPLACEMNT AT UTILITES COMPOUND		2208
	421-4025-536.63-00	25,812			
04/11/17	421-4025-536.46-00	(252,950)	FUND TASK ORD 2017-18 SCHOOL ST WTR MAIN WS17SS		2497
	421-4025-536.63-00	252,950			
05/03/17	421-4025-536.46-00	(201,492)	PRCHSE 4 UTLTY CREW TRCKS FORD F550 FOR WFO		2762
	421-4025-536.64-00	201,492			
05/26/17	421-4025-536.64-00	(27,410)	TXFR-SHEARER BLVD GATE REPLACEMENT		3081
	421-4025-536.63-00	27,410			
05/31/17	421-4025-536.12-00	(88,750)	BDGT TXFR EMP DROP ACCR(2), WC RATE CHG		3140
	421-4025-536.24-00	4,000			
	421-4025-536.12-12	14,750			
	421-4025-536.13-00	70,000			
06/16/17	421-4025-536.44-00	(4,000)	ADD TWO GATE ACCESS CNTRL TO UTILITIES COMPOUNDS		3414
	421-4025-536.34-00	(2,000)			
	421-4025-536.31-00	(1,000)			
	421-4025-536.45-00	(974)			
	421-4025-536.46-02	7,974			
06/27/17	421-4025-536.46-00	(5,335)	CONE ROAD DRAINAGE IMP AZALEA DR, MERRITT ISLAND		3523
	421-4025-536.46-00	5,335			
	421-4025-536.46-00	(4,355)	CONE ROAD IMPROVEMENTS MANOR DR / OLEANDER DR		3523
	421-4025-536.46-00	4,355			
	421-4025-536.12-00	(63,384)	INCREASE IN OVERTIME USE DUE TO UTILITY BREAKS		3618
	421-4025-536.14-00	63,384			
	421-4025-536.46-00	(14,870)	PURCHASE AUTO FLUSHER FOR CHLORINE RESIDUALS IMPRVE		3619
	421-4025-536.64-00	14,870			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
06/30/17	421-4025-536.53-00	(615)	COVER TRAVEL EXPENSES FOR AWWA 2017 CONFERENCE	3617
	421-4025-536.40-00	615		
07/11/17	421-4025-536.46-00	(85,342)	REPLACING WATER MAINS IN CONE ROAD PROJECT	3800
	421-4025-536.46-00	85,342		
08/10/17	421-4025-536.12-00	(480)	COVER COST OF ACCRUAL PAYOUTS FOR 3 EMPLOYEES	4215
	421-4025-536.12-12	480		
	421-4025-536.46-00	(79,889)	TXFR FUNDS TO WS13BC BACKFLOW TESTING	4205
	421-4025-536.46-00	79,889		
08/14/17	421-4025-536.55-00	(2,868)	COVER GATE REPAIRS AND GENERATOR REPAIRS UTILITI	4266
	421-4025-536.46-02	2,868		
	421-4025-536.45-00	(22,277)	PROJECT # NOT IN ADOPTED BUDGET - REASSIGN FUNDS	4265
	421-4025-536.45-00	22,277		
08/21/17	421-4025-536.55-00	(600)	ADDTNL BUDGET NEED TO COVER FREIGHT FOR FY17	4391
	421-4025-536.42-00	600		
09/12/17	421-4025-536.43-00	(13,695)	PURCHASE NEW HAND TOOLS & RADIO READ METER DEVICES	4674
	421-4025-536.41-00	(7,500)		
	421-4025-536.45-00	(3,000)		
	421-4025-536.52-00	24,195		
09/28/17	421-4025-536.46-00	410,000	FUND EMERGENCY ASSESSMNT & REPAIRS OF WS PIPES	4958
19	Budget Amendments/Transfers		Division 4025 Total $410,000	
4055 - ENGINEERING				
10/21/16	421-4055-536.63-00	853,641	ADD FUNDS FOR E PEACHTREE ST WATER MAIN IMPR	177
12/13/16	421-4055-536.63-00	14,750	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS	1024
	421-4055-536.63-00	15,400		
	421-4055-536.63-00	40,595		
	421-4055-536.63-00	42,100		
	421-4055-536.63-00	165,612		
	421-4055-536.63-00	244,882		
	421-4055-536.63-00	582,226		
	421-4055-536.63-00	1,872,357		
02/14/17	421-4055-536.63-00	(47,233)	REPLACE THE SURROUNDING FENCE AT 1.5MG ELEV TANK	1785
05/05/17	421-4055-536.55-00	(538)	EXPNSES RELATED TO FL WTR RESRCE CONF APR 23-26	2806
	421-4055-536.40-00	538		
05/15/17	421-4055-536.63-00	376,360	TXFR TO FUND WATER LINE EXTENSION FOR FIRE STN 3	2907
05/26/17	421-4055-536.55-00	(400)	TRAV CST FWR CONF W PALM 4/23 - 4/26, 2017	3079
	421-4055-536.40-00	400		
05/31/17	421-4055-536.24-00	(420)	BDGT TXFR EMP DROP, RATE CHG WC, HLTH COSTS	3139
06/16/17	421-4055-536.63-00	(24,370)	FUND DESIGN, PERMIT, BID OF N TROPICAL TRAIL LOOP	3415

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/16/17	421-4055-536.63-00	24,370	FUND DESIGN, PERMIT, BID OF N TROPICAL TRAIL LOOP		3415
	421-4055-536.63-00	(20,090)	FUND DESIGN, PERMIT, BID OF SR 520 WATERLINE REPL		3415
	421-4055-536.63-00	20,090			
07/20/17	421-4055-536.31-03	(3,126)	PURCHASE MONITORS AND OTHER GIS EQUIPMENT		3898
	421-4055-536.64-00	3,126			
08/10/17	421-4055-536.12-00	(897)	COVER COST OF ACCRUAL PAYOUTS FOR 3 EMPLOYEES		4215
	421-4055-536.12-12	897			
08/14/17	421-4055-536.45-00	(2,867)	PROJECT # NOT IN ADOPTED BUDGET - REASSIGN FUNDS		4265
	421-4055-536.45-00	2,867			
	421-4055-536.52-00	(127)	TXFR TO COVER FINAL INVCE FOR FY17 CANON MAINT PO		4266
	421-4055-536.46-00	127			
09/01/17	421-4055-536.52-00	(200)	FUNDS NEEDED TO COVER FREIGHT REMAINDER OF FY17		4579
	421-4055-536.42-00	200			
09/28/17	421-4055-536.63-00	(410,000)	FUND EMERGENCY ASSESSMNT & REPAIRS OF WS PIPES		4958
15	Budget Amendments/Transfers		Division 4055 Total	$3,750,270	
4120 - WATER RECLAMATION					
12/09/16	421-4120-536.46-00	(2,400)	ODOR CONTROL SYSTEM FOR SELLERS PLANT		783
	421-4120-536.34-00	2,400			
12/13/16	421-4120-536.63-00	1,389,940	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
01/24/17	421-4120-536.63-00	143,680	COVER CAP PROJ THAT WERE UNDER BUDGETED FOR FY17		1440
	421-4120-536.46-00	(4,500)	TASK ORD #46 ELECT OPER & MAINT PROJECT WS17CM		1441
	421-4120-536.63-00	4,500			
02/14/17	421-4120-536.46-00	(137)	FUNDS FOR PREVNT MAINT ON AERZEN BLOWERS AT SELLERS		1787
	421-4120-536.34-00	137			
04/18/17	421-4120-536.46-00	(9,500)	FUNDS TO COVER OVERTIME AT SELLERS PLANT		2557
	421-4120-536.52-00	(7,500)			
	421-4120-536.34-00	(6,500)			
	421-4120-536.31-00	(1,500)			
	421-4120-536.14-00	25,000			
05/09/17	421-4120-536.63-00	(149,600)	COVER EXTNSN OF WS1222 W/FNDS FROM WS17RT		2905
	421-4120-536.63-00	149,600			
	421-4120-536.63-00	(25,000)	COVER EXTNSN OF WS1222 W/TXFR FRM WS17VA		2906
	421-4120-536.63-00	25,000			
	421-4120-536.63-00	(90,000)	PRCHSE 3 AERATORS FOR SELLERS WRF / BRACCO PND		2904
	421-4120-536.63-00	(28,285)			
	421-4120-536.64-00	118,285			
05/31/17	421-4120-536.13-00	4,000	BDGT TXFR ADJ LIUNA,DROP HLTH & WC RATE INCR		3141
	421-4120-536.24-00	7,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/31/17	421-4120-536.12-00	14,000	BDGT TXFR ADJ LIUNA,DROP HLTH & WC RATE INCR		3141
06/22/17	421-4120-536.52-00	(1,475)	BUDGET TXFR FREIGHT COST GENERATOR		3506
	421-4120-536.42-00	1,475			
06/27/17	421-4120-536.46-00	(110)	CORRECT NEGATIVE BALANCE IN SHOE ALLOWANCE ACCT		3525
	421-4120-536.20-00	110			
	421-4120-536.52-00	(2,641)	REPLACE AUTO SAMPLER AT SELLERS WTP		3525
	421-4120-536.64-00	2,641			
07/20/17	421-4120-536.46-02	(2,000)	TRANSFER NEEDED TO CORRECT NEGATIVE BALANCE		3898
	421-4120-536.43-00	2,000			
08/14/17	421-4120-536.45-00	(2,974)	PROJECT # NOT IN ADOPTED BUDGET - REASSIGN FUNDS		4265
	421-4120-536.45-00	2,974			
08/21/17	421-4120-536.46-02	(2,850)	MOVE FNDS TO COVER PRCHSE OF 45 FT SHIPPING CONTAIN		4391
	421-4120-536.52-00	2,850			
08/24/17	421-4120-536.46-02	(26,000)	ISSUE CDM SMITH A NEW PO OTHER ACCIDENTLY CLOSED		4448
	421-4120-536.46-00	26,000			
08/29/17	421-4120-536.46-02	(2,758)	ADD FUNDS TO AVOID NEG BALANCE IN ACCOUNT		4519
	421-4120-536.41-00	2,758			
	421-4120-536.46-00	(125)	ADD FUNDS TO KEEP ACCOUNT BALANCE FROM NEGATIVE		4519
	421-4120-536.42-00	125			
19	Budget Amendments/Transfers			Division 4120 Total $1,558,620	
4125 - SEWER FIELD OPERATIONS					
12/13/16	421-4125-536.63-00	520,605	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
01/04/17	421-4125-536.63-00	(400,000)	FUNDS BUDGETED UNDER WRNG PROJECT NUMBER		1099
	421-4125-536.63-00	400,000			
04/11/17	421-4125-536.63-00	(77,900)	TXFR TO COVER REPAIRS FOR IDENTIFIED LIFT STATIONS		2499
	421-4125-536.63-00	(75,000)			
	421-4125-536.46-00	152,900			
05/03/17	421-4125-536.63-00	9,030	FUND THE UPSZNG OF FORCE MAIN ALONG COX AND SR524		2765
05/31/17	421-4125-536.12-00	(142,300)	BDGT TXFR ADJ LIUNA,DROP HLTH & WC RATE INCR		3141
	421-4125-536.22-00	117,300			
	421-4125-536.12-00	(20,707)	BDGT TXFR UNEXPECTED UT BRKS CAUSE INCR IN OT		3143
	421-4125-536.14-00	20,707			
06/27/17	421-4125-536.46-00	119,500	COVER COSTS OF UNXPCTD WASTEWATER BREAKS		3620
07/17/17	421-4125-536.53-00	(329)	TXRF FOR TRAVEL PER DIEM		3841
	421-4125-536.40-00	329			
08/10/17	421-4125-536.47-00	(45)	NEG BALANCE FOR VEHICLE TITLES/TAGS		4215
	421-4125-536.49-00	45			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/14/17	421-4125-536.45-00	(8,454)	PROJECT # NOT IN ADOPTED BUDGET - REASSIGN FUNDS		4265
	421-4125-536.45-00	8,454			
10	Budget Amendments/Transfers		Division 4125 Total	$624,135	
103	Total Budget Amendments/Transfers		**WATER/SEWER ENTERPRISE**	**$6,514,824**	
1601 - EMERGENCY/DISASTER SVS					
05/31/17	423-1601-525.24-00	345	BDGT AMEND COST HURRICANE REIMB BY FEMA		3137
	423-1601-525.21-00	477			
	423-1601-525.22-00	595			
	423-1601-525.23-00	836			
	423-1601-525.12-00	2,486			
	423-1601-525.14-00	3,996			
	423-1601-525.27-00	15			3138
2	Budget Amendments/Transfers		Division 1601 Total	$8,750	
3570 - STORMWATER UTILITY					
10/24/16	423-3570-538.63-00	(1,600)	PURCHASE OF 3.25 ACRES FOR DIAMOND SQ RDA		199
	423-3570-538.61-00	1,600			
10/25/16	423-3570-538.63-00	(84,400)	PURCH 3.25 ACRES FROM FL FOR DIAM. SQ STORMWATER		232
	423-3570-538.61-00	84,400			
01/10/17	423-3570-538.63-00	(55,332)	BID COSTS FOR SW16FS WERE HIGHER THAN BUDGETED.		1216
	423-3570-538.63-00	55,332			
	423-3570-538.63-00	(169,668)	PROVIDE ADDITIONAL FUNDS FOR SW17DS PROJECT		1217
	423-3570-538.39-00	(83,332)			
	423-3570-538.63-00	83,332			
	423-3570-538.63-00	152,630			
	423-3570-538.63-00	169,668			
01/23/17	423-3570-538.63-00	(1,000)	BALANCE FUNDS DUE TO BAF AGND 16-657 and REQ 32279		1372
	423-3570-538.63-00	1,000			
02/10/17	423-3570-538.52-00	(100)	COVER A FUND SHORTAGE FOR NEW MOWER PURCHASE		1693
	423-3570-538.64-00	100			
02/14/17	423-3570-538.63-00	61,190	TXFR TO COVER DESIGN FOR SW17BA AND PW17SI		1789
03/16/17	423-3570-538.39-00	(5,514)	SHORTAGE IN BUDGETED AMT FOR NEW TRACTOR PURCHSE		2133
	423-3570-538.64-00	5,514			
05/31/17	423-3570-538.39-00	(16,447)	BDGT TXFR EMP CHGS COSTS HLTH & WC RATE		3144
	423-3570-538.12-12	1,321			
	423-3570-538.27-00	2,120			
	423-3570-538.24-00	3,950			
	423-3570-538.23-00	9,056			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/24/17	423-3570-538.31-33	(800)	COVER COSTS FOR CAREATC PURCHASE ORDERS		3932
	423-3570-538.52-33	800			
07/31/17	423-3570-538.46-00	(500)	COVER SHORTAGE FROM FREIGHT CHARGES		4035
	423-3570-538.42-00	500			
08/14/17	423-3570-538.45-00	(8,504)	PROJECT # NOT IN ADOPTED BUDGET - REASSIGN FUNDS		4265
	423-3570-538.45-00	8,504			
08/29/17	423-3570-538.46-00	(10,000)	COVER NEGATIVE BALANCES AND COVER EXPENSES FY17		4519
	423-3570-538.42-00	500			
	423-3570-538.54-00	500			
	423-3570-538.52-00	9,000			
09/28/17	423-3570-538.31-33	(500)	COVER CAREATC INVOICES FOR REMAINDER OF FY17		4957
	423-3570-538.52-33	500			
14	Budget Amendments/Transfers			Division 3570 Total $213,820	
16	Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$222,570**	

353 Transfers & Amendments between 10/1/2016 and 9/30/2017

FY 2017 TOTAL TRANSFERS & AMENDMENTS **19,726,702**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Worksheets\FY 2017 - Budget Tracking Worksheets\May 2017\FY 2017 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 10/11/2017

Legislation Details (With Text)

File #:	17-455	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/11/2017			**In control:**	City Council
On agenda:	10/24/2017			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Order Authorizations 9-30-17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 11, 2017
Agenda Date: October 24, 2017
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of September 30, 2017. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

Change Orders - CM authorized to execute

applied to contingency | as of: 9/30/2017

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY2017 Expenditures
WS1201	EMERGENCY SUBAQUEOUS ASSESS & REPAIR 36" WM ALONG SR520 (HURRICANE IRMA)								
Op. Rev.		410,000.00	9/26/2017	2017-98					
Project Manager:		20,000.00	contingency authorized						
account #	421-4025-536.46-00	390,000.00	exp authorized before contingency				Cumulative	FY17 cum	
	Logan Diving PO#71088		*PO#71088 issued 9/21/17 after Council approval*		33975	100,000.00	100,000.00	100,000.00	$ -
	Logan Diving PO#70873 ($14,640)		*PO#70873 issued 8/7/17 prior to H. Irma to be used for this project*		33586	14,640.00	114,640.00	114,640.00	$ -
	Thompson Pipe Group PO#71103 ($50,000)		*PO#71103*		33998	49,500.00	164,140.00	164,140.00	$ -
	Beyel Brothers PO#71093 ($30,000)		*PO#71093*		33980	30,000.00	194,140.00	194,140.00	$ -
	Land & Sea Surveyng PO#71092 ($10,000)		*PO#71092*		33981	10,000.00	204,140.00	204,140.00	$ -
	FP&L (?)								
		20,000	^contingency balance-->						
WS1201	Subaqueous pipeline protection repair & stabilization of 36" PCCP WM along SR520								
Op. Rev.		336,306.00	9/26/2017	2017-89					
Project Manager:		43,866.00	contingency authorized						
account #	421-4025-536.46-00	292,440.00	exp authorized before contingency				Cumulative	FY17 cum	
	Anderson Diving PO#		FY17 PO Issue			0	-	-	$ -
	placement of 10,000 sement rip rap bags on exposed pipe for protection and support								
		43,866	^contingency balance-->						
WS17F3	Utility Lines Extension fo Fire Stn #3								
Op. Rev.		376,359.47	5/9/2017	2017-51					
Project Manager:		34,214.00	contingency authorized						
account #	421-4055-536-63-00	342,145.47	exp authorized before contingency				Cumulative	FY17 cum	
	W&J Construction Corp PO# 70501		FY17 PO Issue		33141	342,145.47	342,145.47	342,145.47	$ -
	Utility Line Extensions Fire Station #3								
		34,214	^contingency balance-->						
PW17VS	SR520 Improvements								
Op. Rev.		98,881.00	4/11/2017	2017-38					
Project Manager:		5,000.00	contingency authorized						
account #	001-3510-541-63-00	93,881.00	exp authorized before contingency				Cumulative	FY17 cum	
	Vericon Construction Company PO# 70369		FY17 PO Issue		32961	93,881.00	93,881.00	93,881.00	$ 39,111.00
	SR520 Improvements								
		5,000	^contingency balance-->						
PW11RB	Riverfront Park Boarder Tile Pavers Repairs								
Op. Rev.		101,000.00	4/11/2017	2017-32					
Project Manager:		2,000.00	contingency authorized						
account #	001-3560-519-46-00	99,000.00	exp authorized before contingency				Cumulative	FY17 cum	
	C & D Construction Inc. PO# 70370		FY17 PO Issue		32978	99,000.00	99,000.00	99,000.00	$ 99,000.00
	Riverfront Park Boarder Tile Pavers Repairs								
				COMPLETE					COMPLETE
		2,000	^contingency balance-->						
WS17SS	School Street Water Main Replacement								
Op. Rev.		252,950.00	4/11/2017	2017-35					
Project Manager:		22,995.00	contingency authorized						
account #	421-4025-536-63-00	229,955.00	exp authorized before contingency				Cumulative	FY17 cum	
	Jobear Contracting Inc. PO# 70333		FY17 PO Issue		32942	229,955.00	229,955.00	229,955.00	$ 78,118.02
	School Street Water Main Replacement		*CO#1*		33160	21,800.00	251,755.00	251,755.00	

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.		FY2017 Expenditures
		1,195	^contingency balance-->							
CP16F1	Fire Station 1									
Op. Rev.		3,392,330.00	7/12/16 and 2/28/17	2017-21						
Project Manager:										
account #	301-3580-519-62-00	3,392,330.00	This is the Guaranteed Maximum Price				Cumulative	FY17 cum		
	W & J Construction PO# 69154			FY17 PO Issue		31565	3,605,586.00	3,605,586.00	3,605,586.00	$ 2,093,976.58
	Fire Station 1 Q-16-07-COC			*CO#1*		32632	(213,256.00)	3,392,330.00	3,392,330.00	
				CO#2		32698	(122,581.70)	3,269,748.30	3,269,748.30	
				CO#3		32759	(40,515.00)	3,229,233.30	3,229,233.30	
				CO#4		32884	(164,164.99)	3,065,068.31	3,065,068.31	
				CO#5		33282	(100,690.92)	2,964,377.39	2,964,377.39	
				CO#6		33334	(148,595.00)	2,815,782.39	2,815,782.39	
				CO#7		34000	(34,006.64)	2,781,775.75	2,781,775.75	
NOTE: This is a different formula, different authorization>		**610,554**	**^"Owners Contingency Fund" balance-->**							
WS1176										
Op. Rev.		60,132.90	2/14/2017	2017-14						
Project Manager:		6,013.29	contingency authorized							
account #	421-4020-536.63-00	54,119.61	exp authorized before contingency				Cumulative	FY17 cum		
	C & D Construction PO# 70030			FY17 PO Issue		32566	54,119.61	54,119.61	54,119.61	$ 37,589.31
	B-15-21-COC					32566	546.29	54,665.90	54,665.90	
		5,467	^contingency balance-->							

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.		FY2017 Expenditures	
WS0904											
Op. Rev.		305,000.00	1/10/2017	2017-08							
Project Manager:		27,500.00	contingency authorized								
account #	421-4125-536-63-00	277,500.00	exp authorized before contingency				Cumulative	FY17 cum			
	Insituform Tech, LLC PO# 69897			FY17 PO Issue		32320	277,500.00	277,500.00	277,500.00	$	229,843.90
	Bid No.City of Daytona Bid Contract 0113-1010										
		27,500	^contingency balance-->								
SW17DS											
Op. Rev.		616,630.00	1/10/2017	2017-06							
Project Manager: Stormwater WAWA		56,967.00	contingency authorized								
account #	423-3570-538-63-00	559,663.00	exp authorized before contingency				Cumulative	FY17 cum			
	520 & Fiske, LLC PO # 69866			FY17 PO Issue		32279	460,830.00	460,830.00	460,830.00	$	441,254.18
				CO#1		32973	2,131.80	462,961.80	462,961.80		
				CO#2 and #3		32973	21,013.09	483,974.89	483,974.89		
				CO#4		33524	8,886.88	492,861.77	492,861.77		
		56,967	^contingency balance-->								
SW16FA	Florida Ave Streetscape										
Op. Rev.		606,870.00	7/26/16 #16-266	2016-85							
Project Manager:		51,536.00	contingency authorized								
account #	423-3570-538-63-00	555,334.00	exp authorized before contingency				Cumulative	FY17 cum			
multi-year, multi-phase, multi-account project											
	DP Development PO# 68774/69109			FY16 PO Issue	FY 2016	31032	38,828.00		38,828.00	$	525,165.24
	Bid No. B-16-10-COC			*PO 68774 FY16 Year End PO Liquidated*			(3,882.80)		34,945.20		
				FY17 PO Issue	FY 2017	31352	504,347.39		539,292.59	504,347.39	
				CO#1		32634	4,238.44		543,531.03	508,585.83	
				CO#2		33760	11,802.97		555,334.00	520,388.80	
				CO#2		33760	4,776.44		560,110.44	525,165.24	This PO is complete. Will there be others?
		46,760	^contingency balance-->						v		
WS1506	Florida Ave Streetscape										
Op. Rev.		1,909,332.00	7/26/16 #16-266	2016-84							
Project Manager:		312,139.00	contingency authorized								
account #	421-4055-536-63-00	1,597,193.00	exp authorized before contingency				Cumulative	FY17 cum			
multi-year, multi-phase, multi-account project											
	Bussen Mayer Engineering PO# 69303			FY17 PO Issued	FY 2017	31718	1,550,639.25		1,550,639.25	1,550,639.25	$ 1,474,413.99
	Bid No. B-16-10-COC										
		312,139	^contingency balance-->						v		
CD1105	Florida Ave Streetscape										
		1,282,313.00	7/26/16 #16-266	2016-83							
Project Manager:		126,817.00	contingency authorized; $21,000 from CRA								
account #	001-3510-541-63-00	1,155,496.00	exp authorized before contingency				Cumulative	FY17 cum			
multi-year, multi-phase, multi-account project											
	DP Development PO#69108										
	Bid No. B-16-10-COC			FY17 PO Issue	FY2017	31326	1,034,235.07		1,034,235.07	1,034,235.07	$ 1,102,651.41
				CO#1		32655	3,226.86		1,037,461.93	1,037,461.93	
				CO#2		33023	9,661.75		1,047,123.68	1,047,123.68	
				CO#3		33759	55,527.73		1,102,651.41	1,102,651.41	This PO is complete. Will there be others?
		126,817	^contingency balance-->								
WS16UP	Utility Privatization										
Op. Rev.		1,531,934.00	7/26/16 #16-298	2016-74							
Project Manager:		283,806.00	contingency authorized								
account #	421-4010-536-31-00	1,248,128.00	exp authorized before contingency				Cumulative	FY17 cum			
	CH2M Hill PO# 69690			FY2017 PO#69690	FY 2017	31967	847,086.89		847,086.89	847,086.89	$ 87,555.68
	CDM Smith PO#69691			FY2017 PO#69691		32006	158,970.00		1,006,056.89	1,006,056.89	$ -
	Hawksley (Stantec) PO#69908			FY2017 PO#69908		32409	189,591.00		1,195,647.89	1,195,647.89	$ -
This was originally assigned the wrong project #WS17AF.		**283,806**	^contingency balance-->								

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.		FY2017 Expenditures	
WSLS04	Lift Station #4 Improvements										
Op. Rev.		617,870.00	6/14/16 VIII.6 (#16-225)	2016-63							
Project Manager:		56,170.00	contingency authorized								
account #	421-4125-536-63-00	561,700.00	exp authorized before contingency				Cumulative	FY17 cum			
	L7 Construction Inc PO# 68449/69693		FY16 PO Issue	FY 2016	30576	561,700.00	561,700.00		$	505,727.91	
	Bid No. B-16-14-COC		*PO 68449 FY16 Year-End PO Liquidation*			(534,700.00)	27,000.00				
			FY 2017 PO Issued	FY 2017	32068	534,700.00	561,700.00	534,700.00			
			CO#1		32196	3,418.82	565,118.82	538,118.82			
			CO#2		32914	6,269.00	571,387.82	544,387.82			
			CO#3		33279	2,533.64	573,921.46	546,921.46			
			CO#4		33387	3,145.40	577,066.86	550,066.86			
			CO#5		33508	4,333.50	581,400.36	554,400.36			
		36,470	^contingency balance-->								
WS1222	WRF Motor Controls Sellers										
Op. Rev.		2,334,400.20	4/12/2016	2016-37							
Project Manager:		212,218.20	contingency authorized								
account #	421-4120-536-63-00	2,122,182.00	exp authorized before contingency				Cumulative	FY17 cum			
	Chinchor Electric Inc PO# 68119/69705		FY16 PO Issue	FY 2016	30162	2,122,182.00	2,122,182.00		$	1,226,603.25	
	B-16-05-COC		*PO 68119 FY16 Year-End PO Liquidation*			(1,938,748.67)	183,433.33				
			FY 2017 PO Issued	FY 2017	32007	1,938,748.67	2,122,182.00	1,938,748.67			
			CO#1		32212	119,650.85	2,241,832.85	2,058,399.52			
		92,567	^contingency balance-->								
CP16F3	Fire Station #3 Design										
Op. Rev.	SR524	161,916.30	12/8/2015	2016-16							
Project Manager:		7,710.30	contingency authorized 5%								
account #	301-3580-519-62-00	154,206.00	exp authorized before contingency				Cumulative	FY17 cum			
	Bid No. RFQ-11-12-COC										
			FY16 PO Issue	FY2016	29395	154,206.00	154,206.00		$	604.47	
	Architects Design Group PO#67485/69346		*CO#1Design and Landscape revisions*		30999	6,460.00	160,666.00		$	20,727.85	
			PO 67485 FY16 Year-End PO Liquidation			(36,993.60)	123,672.40				
	Architects RZK PO#69708		FY 2017 PO 69346 Issue (reissue PO67485)	FY 2017	31768	551.75	124,224.15	551.75			
			FY 2017 PO 69346 Issue (adds $$ to reissue of PO67485)		31768	52.72	124,276.87	604.47			
			FY 2017 PO 69708 (reissue balance of FY16 PO#67485 to new vendor per agenda memo V.9 1/10/2017)		32160	36,441.85	160,718.72	37,046.32			6,512.72
	**contingency is for primary construction contract and any additional related service contracts per Res. 2016-16*	**1,197.58**	^contingency balance-->								
CP16F2	Fire Station #2 Design Brunson Blvd.										
Op. Rev.		118,490.20	1/12/2016	2016-15; 2016-104							
Project Manager:		15,166.20	contingency authorized 5% 2/23/16; Council Approved $10k Increase 9/27/16								
account #	301-3580-519-62-00	103,324.00	exp authorized before contingency				Cumulative	FY17 cum			
	Bid No. RFQ-11-12-COC										
	Architects Design Group PO#67486/69348/69645		FY16 PO Issue	FY2016	29612	103,324.00	103,324.00				
			CO#2		30996	9,992.00	113,316.00				
	Vendor Architects RZK PO#69801 for $70,508 (PR#32265) not charged against contingency. TO#2017-03 approved 01/10/2017 V.2. File #17-7.		*FY16 Liquidation*			(37,965.91)	75,350.09				
			FY 17 PO Issue #69348 (reissue FY16 PO#67486)	FY2017	31770	6,143.40	81,493.49	6,143.40	$	6,143.40	
			PO#69645 (reissue FY16 PO#67486)		32092	3,775.00	85,268.49	9,918.40	$	4,549.53	
			CO#1 PO#69645		32264	774.53	86,043.02	10,692.93			
	**contingency is for primary construction contract only per Res. 2016-104 (Res. 2016-15 included "any additional service contracts")*	**5,174**	^contingency balance-->								

* Fire Stations 1 and 2 were switched after Council

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.		FY2017 Expenditures
CP16F1	Fire Station Dixon Blvd.									
Op. Rev.		203,854.95	2/23/2016	2016-14						
Project Manager:		7,280.95	contingency authorized 5%							
account #	301-3580-519-62-00	145,619.00	exp authorized before contingency				Cumulative	FY17 cum		
	Bid No. RFQ-11-12-COC	50,955.00	4/12/16 V.9							
	Architects Design Group PO#67682/69347/69644		FY16 PO Issue	FY2016	29610	145,619.00	145,619.00			
			CO # 1 Design Criteria EOC at Fire Headquarters		30171	50,955.00	196,574.00			
			CO #2 Landscaping & design changes		30995	2,600.00	199,174.00			
			PO 67682 FY16 Year-End PO Liquidation			(78,155.60)	121,018.40			
	**contingency is for primary construction contract and any additional related service contracts per Res. 2016-14*		FY 17 PO #69347 (reissue FY16 PO#67682-partial)	FY2017	31769	2,119.60	123,138.00	2,119.60	$	2,119.60
			FY 17 PO #69644 (reissue FY16 PO#67682-partial)		32090	3,937.20	127,075.20	6,056.80	$	3,937.20
* Fire Stations 1 and 2 were switched after Council		**4,681**	^contingency balance-->							
WS1402	Reject Pond Rehab - Engineering Services									
Op. Rev.		9,425,900.00	12/8/2015	2015-091						
Project Manager:		856,900.00	contingency authorized							
account #	421-4055-536-63-00	8,569,000.00	exp authorized before contingency				Cumulative	FY17 cum		
	PETTICOTT-SCHMITT PO# 67619/69660		FY16 PO Issue	FY2016	29508	8,569,000.00	8,569,000.00		$	4,887,962.31
	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			
			PO 67619 FY16 Year-End PO Liquidation			(6,815,828.77)	1,820,482.23			
				FY2017	31822	6,815,828.77	8,636,311.00	6,815,828.77		
			CO#1		32217	1,243.00	8,637,554.00	6,817,071.77		
			CO#2		32311	77,406.00	8,714,960.00	6,894,477.77		
			CO#3		32488	15,311.00	8,730,271.00	6,909,788.77		
			CO#4		33475	(1,750.00)	8,728,521.00	6,908,038.77		
			CO#5		33669	10,956.00	8,739,477.00	6,918,994.77		
		686,423	^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	FY17 cum		
	Brandes Design-Build, Inc. PO # 67359/69616		FY15 PO Issue	FY 2015	27257	1,103,473.00	1,103,473.00		$	15,300.00
	Bid No. B-15-09-COC		*PO 65796 FY15 Year-End PO Liquidation*			(883,423.00)	220,050.00			
			FY16 PO Issue	FY 2016	29146	883,423.00	1,103,473.00			
			CO#1		29489	7,268.19	1,110,741.19			
			E		30181	7,419.37	1,118,160.56			
			CO#3		30320	32,643.88	1,150,804.44			
			PO 67359 FY16 Year-End PO Liquidation			(130,380.44)	1,020,424.00			
				FY2017	31997	130,380.44	1,150,804.44	130,380.44		
			CO#4		33777	(37,061.00)	1,113,743.44	93,319.44		
		63,016	^contingency balance-->							
WS1001	Industrial Park Pump Station									
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138						
Project Manager:		444,500.00	10% contingency authorized			63-00				
account #	421-4055-536.63-00	4,445,000.00	exp authorized before contingency				Cumulative	FY17 cum		
	Brandes Design-Build. PO #67318/69608		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00			
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41			
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91			
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53			
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91		v	
	Mead & Hunt (formerly QLH) PO #70943		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98		v	
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09		v	
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09			
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47			
			*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**	4,661,632.12			
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12			
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32			
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98			
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83			
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17	26,064.34	$	14,779.95
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97	832,412.14	$	386,032.50
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58	821,127.75		
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97	832,412.14	$	1,300.00
			PO# CH2M Hill (reissue PO#67455)							

PO number 067682
Items
Remarks
Invoices
Receipts
Print
Cancel
Exit
Refresh
Vendor Inquiry
Rec/Inv Com...
Encumbrance...
Check inq
Req. X-ref
Purchase Orde
P.O. Date:
Change Numb
Change Date
Type:
Status:
Vendor numb
Vendor name
Shipping Inform
Ship to:
Ship via:
Deliver By:
F.O.B.:
Freight:
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Confirm By:
Sub total:
Misc Informatic
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Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.		FY2017 Expenditures
		209,868	^contingency balance-->							

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY17Cum.		FY2017 Expenditures	
WS1117	SCADA Support Hardware Integration Services											
Op. Rev.		3,145,938.40	8/12/14 VIII.5	2014-090								
Project Manager:		231,664.40	10% contingency authorized			63-00	64-00					
account #421-4055-536.63-00		2,316,644.00	exp authorized before contingency									
		597,630.00	Change order to support the Repair of Deficiencies 8-25-15 V.5					Cumulative	FY17 cum			
	CH2M Hill Engineers, Inc. FY2014 PO# 64202		FY14 PO Issue	FY 2014	25301		2,316,644.00	2,316,644.00		$	244,575.44	
	Task Order 2014-58		*FY14 Year-End PO Liquidation for Task Order 2014-58*				(2,316,644.00)	-				
	CH2M Hill Engineers, Inc. FY 2015 PO# 64883		*FY 2015 PO Issue*	FY 2015	26194		2,316,644.00	2,316,644.00				
					26634		(2,316,644.00)					
	CH2M Hill Engineers, Inc. FY2016 PO# 67262		*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				
	CH2M Hill Engineers, Inc. FY 2017 PO# 69602		*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				
	Same project, different task orders, not from "contingency"		FY16 PO Issue	FY2016	29089	1,369,468.90	-	2,914,274.00				
	CH2M Hill Engineers, Inc. PO# 67260		*FY16 Year-End PO Liquidation*			(13,217.56)		2,901,056.44				
	CH2M Hill Engineers, Inc. PO# 67261		FY17 PO Issue	FY2017	31776	13,217.56		2,914,274.00	13,217.56			
	CH2M Hill Engineers, Inc. PO# 67263		CO#1 to PO#69602		31776	231,520.00		3,145,794.00	244,737.56			
	CH2M Hill Engineers, Inc. PO# 67264											
		$ 144.40	^contingency balance-->									
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									
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037								
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order									
		76,000	Emergency Task Order authorized ($76k before task order contingency)			63-00	64-00	Cumulative	FY17 cum	FY17		FY14
	Brandes Design-Build, Inc. FY2013 PO# 62086											
	Bid No. B-13-11-COC											
	Brandes Design-Build, Inc. FY2014 PO# 62605			FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00			$ 2,023,431.73	$ 50,000.00
	Brandes Design-Build, Inc. FY2015 PO# 64940		FY13 Year-End PO Liquidation			(1,200,550.00)	(1,528,450.00)					
			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				
	CDM Smith FY2016 PO# 67329 + 67528 + 67529		FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73				
	JoBear Contracting FY2016 PO# 68561		FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29				
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29				
					26917	10,200.00		2,823,016.29				
	Brandes FY2017 PO# 69615		CO #3 Cable Tray		27079	5,978.14		2,828,994.43				
			CO #4 to Remove Sludge		27209	10,000.00		2,838,994.43				
	CDM Smith FY2017 PO# 69522 + 69955 + 69956		*FY15 Year End PO Liquidation*			(79,836.05)		2,759,158.38				
			FY16 PO Issue	FY2016	29212	79,836.05		2,838,994.43	-			
	Chinchor Electric FY2017 PO#69705				29249	32,800.00		2,871,794.43				
			CO#1		29329	(5,000.00)		2,866,794.43				
			CO#2		29212	4,151.50		2,870,945.93				
			CO#3		29905	5,327.32		2,876,273.25				
			CO#4		30046	(5,327.32)		2,870,945.93				
			Jobear P.O. 68561		30751	100,378.50		2,971,324.43				
			FY16 Liquidated		30751	(83,785.50)		2,887,538.93				
	SISCO FY2016 PO# 68047		SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16		2,892,624.09		$	5,085.16	complete
			FY16 Year End PO Liquidation			(34,482.06)		2,858,142.03				
			FY17PO#69615 Brandes		31932	33,812.06		2,891,954.09	33,812.06	$	-	
			PO# 69522 CDM Smith		31954	670.00		2,892,624.09	34,482.06			
			PO# 69522 CDM Smith		32776	13,250.00		2,905,874.09	47,732.06	$	11,932.50	
	Maxwell Contracting, Inc. FY2015 PO#066365		Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		76,000.00		$	-	
	Emergency - compromise of existing expansion joint					this portion is complete; project is incomplete						
		65,026	^contingency balance--> for Brandes Design-Build									
		10,000	^contingency balance--> for Maxwell Contracting									
					-	^contingency balance--> for Maxwell Contracting						

Legislation Details (With Text)

File #:	17-456	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/11/2017			**In control:**	City Council
On agenda:	10/24/2017			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget by Classification Report Sept 2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 11, 2017
Agenda Date: October 24, 2017
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending September 2017 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund. This September 2017 report is unaudited and preliminary as many FY2017 closing entries are still pending.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2017 Budget by Classification Report - Summary Listing

Through 9/30/2017

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	$ 7,052,116		$ 7,022,299.29	$ 29,816.71	100%
OTHER PERMITS AND FEES	$ 3,412,358		$ 3,994,266.98	$ (581,908.98)	117%
INTERGOVERNMENTAL	$ 3,230,830		$ 2,994,329.19	$ 236,500.81	93%
CHARGES FOR SERVICES	$ 11,159,533		$ 11,056,745.52	$ 102,787.48	99%
FINES AND FORFEITURES	$ 24,000		$ 22,908.81	$ 1,091.19	95%
MISCELLANEOUS	$ 855,457		$ 977,529.00	$ (122,072.00)	114%
OTHER SOURCES (NON-REVENUE)	$ 23,208,834		$ 15,986,183.10	$ 7,222,650.90	69%
REVENUE TOTALS	**$ 48,943,128**		**$ 42,054,261.89**	**$ 6,888,866.11**	**86%**
EXPENSE					
SALARIES AND BENEFITS	$ 21,150,978	$ -	$ 19,688,014.67	$ 1,462,963.33	93%
OPERATING EXPENDITURES	$ 10,981,389	$ 993,778.85	$ 8,479,660.07	$ 1,507,950.08	86%
CAPITAL OUTLAY	$ 4,157,354	$ 689,515.64	$ 3,029,347.45	$ 438,490.91	89%
GRANTS, AIDS AND OTHER	$ 12,653,407	$ -	$ 11,078,953.73	$ 1,574,453.27	88%
EXPENSE TOTALS	**$ 48,943,128**	**$ 1,683,294.49**	**$ 42,275,975.92**	**$ 4,983,857.59**	90%
REVENUE TOTALS	**$ 48,943,128**	**$ -**	**$ 42,054,261.89**	**$ 6,888,866.11**	**86%**
EXPENSE TOTALS	**$ 48,943,128**	**$ 1,683,294.49**	**$ 42,275,975.92**	**$ 4,983,857.59**	**90%**
	$ -	**$ (1,683,294.49)**	**$ (221,714.03)**		

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
310		TAXES								
311		AD VALOREM								
10	00	CURRENT TAXES	405,812	.00		4,869,722	4,768,943.76	98	4,869,722	100,778.24
20	00	DELINQUENT TAXES	1,250	12.65	1	15,000	15,109.70	101	15,000	109.70-
25	00	PENALTIES RE: TAXES	424	156.00	37	5,000	18,323.66	367	5,000	13,323.66-
30	00	TAX CERTIFICATES	16,674	.00		200,000	188,947.34	95	200,000	11,052.66
311	**	AD VALOREM	424,160	168.65		5,089,722	4,991,324.46	98	5,089,722	98,397.54
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	29,174	31,172.63	107	350,000	460,876.27	132	350,000	110,876.27-
312	**	SALES USE AND FUEL TAXES	29,174	31,172.63	107	350,000	460,876.27	132	350,000	110,876.27-
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	82,402	123,587.59	150	988,824	987,175.22	100	988,824	1,648.78
30	00	WATER-COCOA	0	.00		0	.00		0	.00
40	00	GAS	1,731	1,132.60	65	20,673	14,530.73	70	20,673	6,142.27
80	00	PROPANE	980	1,293.50	132	11,639	20,878.57	179	11,639	9,239.57-
314	**	UTILITY SERVICE TAX	85,113	126,013.69	148	1,021,136	1,022,584.52	100	1,021,136	1,448.52-
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	35,114	33,354.51	95	421,258	284,204.85	68	421,258	137,053.15
315	**	COMMUNICATION SERVICE TAX	35,114	33,354.51	95	421,258	284,204.85	68	421,258	137,053.15
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	14,174	37,309.63	263	170,000	263,309.19	155	170,000	93,309.19-
316	**	LOCAL BUSINESS TAX	14,174	37,309.63	263	170,000	263,309.19	155	170,000	93,309.19-
310	***	TAXES	587,735	228,019.11	39	7,052,116	7,022,299.29 ✓	100	7,052,116 ✓	29,816.71 ✓
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
00	00	BUILDING PERMITS	20,837	19,532.25	94	250,000	1,259,952.52	504	250,000	1,009,952.52-
10	00	TRAINING SURCHARGE	62	.00		700	1,369.90	196	700	669.90-
322	**	BUILDING PERMITS	20,899	19,532.25	94	250,700	1,261,322.42	503	250,700	1,010,622.42-
323		FRANCHISE FEES								
10	00	ELECTRICITY	66,597	97,147.14	146	799,054	594,457.12	74	799,054	204,596.88
40	00	GAS	1,852	953.02	52	22,158	14,262.80	64	22,158	7,895.20
70	00	SOLID WASTE	14,713	14,582.48	99	176,446	181,193.09	103	176,446	4,747.09-
323	**	FRANCHISE FEES	83,162	112,682.64	136	997,658	789,913.01	79	997,658	207,744.99
325		SPECIAL ASSESSMENT								
12	01	FIRE PROTECTION	166,250	.00		1,995,000	1,720,887.42	86	1,995,000	274,112.58

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
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	674	241.81	36	8,000	460.90	6	8,000	7,539.10
12 03	PENALTIES	87	19.28	22	1,000	2,908.65	291	1,000	1,908.65-
12 04	TAX CERTIFICATES	12,500	.00		150,000	150,057.69	100	150,000	57.69-
12 *	SERVICE	179,511	261.09		2,154,000	1,874,314.66	87	2,154,000	279,685.34
325 **	SPECIAL ASSESSMENT	179,511	261.09		2,154,000	1,874,314.66	87	2,154,000	279,685.34
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	500.00		0	500.00-
25 00	PLANNING AND ZONING	837	770.00	92	10,000	67,536.89	675	10,000	57,536.89-
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
35 00	FIRE INSPECTIONS	0	70.00		0	680.00		0	680.00-
329 **	OTHER PERMITS & FEES	837	840.00	100	10,000	68,716.89	687	10,000	58,716.89-
320 ***	OTHER PERMITS & FEES	284,409	133,315.98	47	3,412,358	3,994,266.98✓	117	3,412,358✓	581,908.98-✓
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	20,837	46,500.00	223	250,000	179,812.33	72	250,000	70,187.67
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	20,837	46,500.00	223	250,000	179,812.33	72	250,000	70,187.67
20 01	RES OFFCR - CTY CONTRACT	2,650	.00		31,800	32,500.00	102	31,800	700.00-
20 05	JAG GRANT	1,915	.00		22,980	24,384.00	106	22,980	1,404.00-
20 09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
20 10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
20 12	BULLET PROOF GRANT	1,034	1,658.56	160	12,298	6,620.56	54	12,298	5,677.44
20 13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20 14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20 15	VICTIMS OF CRIME ACT GRNT	5,530	.00		63,516	46,597.65	73	63,516	16,918.35
20 *	PUBLIC SAFETY	11,129	1,658.56	15	130,594	110,102.21	84	130,594	20,491.79
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	76,087	119,146.46	157	913,000	1,077,824.51	118	913,000	164,824.51-
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	108,053	167,305.02	155	1,293,594	1,367,739.05	106	1,293,594	74,145.05-
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	2,924	.00		35,000	44,563.62	127	35,000	9,563.62-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
333		PAYMENT IN LIEU OF TAXES								
333	**	PAYMENT IN LIEU OF TAXES	2,924	.00		35,000	44,563.62	127	35,000	9,563.62-
334		STATE GRANT								
50	01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
50	02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50	03	RESIDENTIAL RETROFIT	0	.00		0	.00		0	.00
50	*	ECONOMIC ENVIRONMENT	0	.00		0	.00		0	.00
61	10	BREVARD COUNTY EMS GRANT	0	.00		0	.00		0	.00
90	30	HISTORIC PRESERVATION GRT	21,275	25,000.00	118	255,256	25,000.00	10	255,256	230,256.00
334	**	STATE GRANT	21,275	25,000.00	118	255,256	25,000.00	10	255,256	230,256.00
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	38,815	42,527.75	110	465,670	431,630.79	93	465,670	34,039.21
12	20	8TH CNT MUNICIPAL GAS TAX	12,157	13,290.27	109	145,873	135,330.59	93	145,873	10,542.41
12	*	STATE REVENUE SHARING	50,972	55,818.02	110	611,543	566,961.38	93	611,543	44,581.62
14	00	MOBILE HOME LICENSES	1,674	386.37	23	20,000	21,426.79	107	20,000	1,426.79-
15	00	ALCOHOLIC BEVERAGE	1,818	.00		21,717	20,888.60	96	21,717	828.40
18	00	LOCAL GOVERNMENT 1/2 CENT	80,850	88,570.15	110	970,178	909,383.76	94	970,178	60,794.24
21	00	FIREFIGHTER SUPPLEMENTAL	0	4,230.00		0	12,280.32		0	12,280.32-
29	00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41	00	FUEL TAX REFUNDS	1,971	6,600.32	335	23,542	26,085.67	111	23,542	2,543.67-
335	**	STATE SHARED REVENUES	137,285	155,604.86	113	1,646,980	1,557,026.52	95	1,646,980	89,953.48
337		GRANTS FROM LOCAL UNITS								
20	01	911 SURCHARGE FUNDS	0	.00		0	.00		0	.00
40	00	TRANSPORTATION	0	.00		0	.00		0	.00
40	01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40	*	TRANSPORTATION	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
10	01	EMS 1ST RESPONDER	0	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	269,537	347,909.88	129	3,230,830	2,994,329.19✓	93	3,230,830✓	236,500.81✓

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
338	SHARED REVENUE LOCAL UNIT								
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
10 00	RECORDING FEES	0	.00		0	.00		0	.00
15 00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21 00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23 00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30 00	ADMINISTRATIVE FEES	447,874	447,863.00	100	5,374,389	5,374,389.00	100	5,374,389	.00
31 00	ADMIN FEES STORMWATER	7,417	7,406.00	100	88,927	88,927.00	100	88,927	.00
40 00	CERTIFY/COPY/SEARCH	8,337	11,157.41	134	100,000	106,181.54	106	100,000	6,181.54-
90 12	PASSPORT EXECUTION FEES	863	475.00	55	10,356	7,775.00	75	10,356	2,581.00
341 **	GENERAL GOVERNMENT	464,491	466,901.41	101	5,573,672	5,577,272.54	100	5,573,672	3,600.54-
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	0	.00		0	.00		0	.00
90 00	OTHER PUBLIC SAFETY	0	350.00		0	2,575.00		0	2,575.00-
90 01	FALSE ALARM FEES	837	860.00	103	10,000	9,370.00	94	10,000	630.00
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	837	1,210.00	145	10,000	11,945.00	120	10,000	1,945.00-
342 **	PUBLIC SAFETY	837	1,210.00	145	10,000	11,945.00	120	10,000	1,945.00-
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	33,574	72,711.58	217	402,888	439,019.86	109	402,888	36,131.86-
37 11	ROCKLEDGE	21,211	44,350.30	209	254,510	264,848.35	104	254,510	10,338.35-
37 12	SUN LAKE	288	590.64	205	3,357	3,487.13	104	3,357	130.13-
37 13	CLNY PK-M.I.UTIL CO.	160	306.02	191	1,810	1,383.51	76	1,810	426.49
37 16	COCOA BEACH	8,763	8,833.75	101	105,101	96,560.97	92	105,101	8,540.03
37 17	CAPE CANAVERAL	7,230	14,411.80	199	86,760	86,479.59	100	86,760	280.41
37 18	TITUSVILLE	318	662.33	208	3,783	3,965.52	105	3,783	182.52-
37 *	WATER BILLING SERVICES	71,544	141,866.42	198	858,209	895,744.93	104	858,209	37,535.93-
39 01	SERVICE CHARGES	33,337	20,845.31	63	400,000	406,882.20	102	400,000	6,882.20-
39 03	ADMIN CHARGES	35,837	29,107.55	81	430,000	377,637.75	88	430,000	52,362.25
39 04	PENALTIES	75,000	92,510.00	123	900,000	876,664.00	97	900,000	23,336.00
39 05	NSF CHECKS	2,924	3,383.97	116	35,000	38,276.85	109	35,000	3,276.85-
39 *	WATER OTHER INCOME	147,098	145,846.83	99	1,765,000	1,699,460.80	96	1,765,000	65,539.20
41 10	GARBAGE REVENUES	177,825	165,015.05	93	2,133,878	2,058,831.16	97	2,133,878	75,046.84
41 20	RECYCLING REVENUE	17,697	17,232.72	97	212,309	211,247.38	100	212,309	1,061.62
41 30	GREEN WASTE	15,133	14,580.37	96	181,563	178,789.80	99	181,563	2,773.20
41 *	GARBAGE COLLECTION	210,655	196,828.14	93	2,527,750	2,448,868.34	97	2,527,750	78,881.66

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
45 10	BILLING FEE - WEST WASTE	8,059	8,076.90	100	96,697	88,795.74	92	96,697	7,901.26
45 20	SALE - RECYCLING MATERIAL	87	.00		1,000	2,508.22	251	1,000	1,508.22-
45 *	GARBAGE - OTHER REVENUE	8,146	8,076.90	99	97,697	91,303.96	94	97,697	6,393.04
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	MEDIAN MAINTENANCE	4,365	13,084.00	300	52,336	52,336.00	100	52,336	.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	147,872.92	147	100,369	47,503.92-
90 *	OTHER PHYSICAL ENVIRON	12,730	13,084.00	103	152,705	200,208.92	131	152,705	47,503.92-
343 **	PHYSICAL ENVIRONMENT	450,173	505,702.29	112	5,401,361	5,335,586.95	99	5,401,361	65,774.05
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	5,000	.00		60,000	51,900.55	87	60,000	8,099.45
39 11	TENANT MAINTENANCE FEES	174	.00		2,000	1,390.82	70	2,000	609.18
39 20	COCOA CIVIC CENTER	4,587	867.67	19	55,000	40,161.33	73	55,000	14,838.67
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,424	70.00	5	17,000	15,897.82	94	17,000	1,102.18
39 *	OTHER CULTURAL SERVICES	11,185	937.67	8	134,000	109,350.52	82	134,000	24,649.48
40 01	COCOA VILLAGE 10% GROSS	2,087	50.00	2	25,000	12,785.00	51	25,000	12,215.00
40 05	PERMIT FEES	212	.00		2,500	1,776.75	71	2,500	723.25
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	2,299	50.00	2	27,500	14,561.75	53	27,500	12,938.25
50 10	EVENT FEES	837	.00		10,000	4,528.76	45	10,000	5,471.24
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	250	.00		3,000	3,500.00	117	3,000	500.00-
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	1,087	.00		13,000	8,028.76	62	13,000	4,971.24
347 **	CULTURE/RECREATION	14,571	987.67	7	174,500	131,941.03	76	174,500	42,558.97
349	OTHER CHARGES FOR SERVICE								
01 00	CREDIT CARD FEES	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
349		OTHER CHARGES FOR SERVICE								
349	**	OTHER CHARGES FOR SERVICE	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	930,072	974,801.37	105	11,159,533	11,056,745.52✓	99	11,159,533✓	102,787.48✓
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
10	00	COUNTY COURT CRIMINAL	0	.00		0	.00		0	.00
50	00	800 MHZ FINES	0	.00		0	.00		0	.00
90	00	OTHER	2,000	1,521.79	76	24,000	22,908.81	96	24,000	1,091.19
351	**	JUDGMENTS AND FINES	2,000	1,521.79	76	24,000	22,908.81	96	24,000	1,091.19
354		LOCAL ORDINANCE VIOLATION								
00	00	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354	**	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355		FEDERAL								
00	00	FEDERAL	0	.00		0	.00		0	.00
355	**	FEDERAL	0	.00		0	.00		0	.00
356		STATE								
00	00	STATE	0	.00		0	.00		0	.00
356	**	STATE	0	.00		0	.00		0	.00
350	***	FINES AND FORFEITURES	2,000	1,521.79	76	24,000	22,908.81✓	96	24,000✓	1,091.19✓
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
10	00	INTEREST	4,594	2,836.70	62	55,062	124,287.67	226	55,062	69,225.67-
20	00	DIVIDENDS	0	.00		0	4,679.15		0	4,679.15-
38	00	NET INC/DEC-FMV INVESTMNT	0	.00		0	43,098.17-		0	43,098.17
40	00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	4,594	2,836.70	62	55,062	85,868.65	156	55,062	30,806.65-
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	9,317	27,599.68	296	111,760	118,374.88	106	111,760	6,614.88-
362	**	RENT AND ROYALTIES	9,317	27,599.68	296	111,760	118,374.88	106	111,760	6,614.88-
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	3,728.75		0	52,486.25		0	52,486.25-
10	00	GAIN/LOSS	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
364		DISPOSITION FIXED ASSETS								
20	00	INTERFUND LOANS	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	0	3,728.75		0	52,486.25		0	52,486.25-
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	80,120.00	107	75,000	5,120.00-
10	09	POLICE/FIRE DEPTS	1,484	.00		7,428	7,427.24	100	7,428	.76
10	10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10	12	V-COP REVENUES	0	.00		0	.00		0	.00
10	13	VISIT FLORIDA GRANT	0	.00		0	.00		0	.00
10	20	TOY DRIVE	0	.00		0	.00		0	.00
10	*	DONATIONS-PRIVATE SOURCES	1,484	.00		7,428	7,427.24	100	7,428	.76
366	**	CONTRIBUTIONS & DONATIONS	7,734	6,250.00	81	82,428	87,547.24	106	82,428	5,119.24-
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	1,349.73		0	1,349.73-
21	00	POLICE STATE CONTRIBUTION	17,201	.00		154,135	154,134.45	100	154,135	.55
22	00	FIRE STATE CONTRIBUTION	11,923	.00		130,750	130,749.37	100	130,750	.63
368	**	PENSION CONTRIBUTIONS	29,124	.00		284,885	286,233.55	101	284,885	1,348.55-
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	10,404	662.62	6	99,582	83,968.00	84	99,582	15,614.00
90	01	COKE MACHINE	0	.00		0	.00		0	.00
90	02	POLICE SECURITY SERVICES	3,337	3,125.00	94	40,000	40,837.25	102	40,000	837.25-
90	03	CODE ENF ABATE/DEMO REV	5,837	2,380.00	41	70,000	38,099.23	54	70,000	31,900.77
90	04	MISC. POLICE REVENUES	0	132.00		0	2,353.22		0	2,353.22-
90	05	INVESTIGATIVE COSTS REIM	3,799	5,918.09	156	45,500	53,825.67	118	45,500	8,325.67-
90	06	SETTLEMENTS	0	.00		0	.00		0	.00
90	07	FLORIDA HARDEST HIT	837	900.00	108	10,000	10,260.00	103	10,000	260.00-
90	08	ATF TASK FORCE	0	.00		0	.00		0	.00
90	09	PROPERTY REGISTRATION	2,760	1,600.00	58	33,120	23,000.00	69	33,120	10,120.00
90	10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90	11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	26,974	14,717.71	55	298,202	252,343.37	85	298,202	45,858.63
96 00	INSURANCE REFUND/PROCEEDS	11,560	2,569.75	22	23,120	94,675.06	410	23,120	71,555.06-
369 **	OTHER MISC REVENUES	38,534	17,287.46	45	321,322	347,018.43	108	321,322	25,696.43-
360 ***	MISCELLANEOUS REVENUES	89,303	57,702.59	65	855,457	977,529.00	114	855,457	122,072.00-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM REDEVELOP (110)	2,352	.00		28,125	28,125.00	100	28,125	.00
91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	67,516	.00		153,018	.00		153,018	153,018.00
91 23	STORMWATER (423)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91 41	TRF FROM CONFISCATED(141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	69,868	.00		181,143	28,125.00	16	181,143	153,018.00
381 **	INTERFUND TRANSFER	69,868	.00		181,143	28,125.00	16	181,143	153,018.00
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS WATER REV.	454,924	454,913.00	100	5,459,000	5,459,000.00	100	5,459,000	.00
40 01	6% CONTRIBUTION	82,833	82,822.00	100	993,919	993,919.00	100	993,919	.00
40 *	CONTRIBUTIONS WATER REV.	537,757	537,735.00	100	6,452,919	6,452,919.00	100	6,452,919	.00
382 **	CONTRIBUTIONS ENTERPRISE	537,757	537,735.00	100	6,452,919	6,452,919.00	100	6,452,919	.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
385	PROCEEDS REFUNDING BONDS								
00 00	PROCEEDS REFUNDING BONDS	1,108,125	.00		8,865,000	8,865,000.00	100	8,865,000	.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
385		PROCEEDS REFUNDING BONDS								
385	**	PROCEEDS REFUNDING BONDS	1,108,125	.00		8,865,000	8,865,000.00	100	8,865,000	.00
389		NON OPERATING SOURCES								
85	00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90	00	NON OPERATING SOURCES	10,399	.00		124,744	128,492.00	103	124,744	3,748.00-
90	20	PREMIUM ON DEBT ISSUE	63,956	.00		511,648	511,647.10	100	511,648	.90
90	*	NON OPERATING SOURCES	74,355	.00		636,392	640,139.10	101	636,392	3,747.10-
99	10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	679,147	.00		7,073,380	.00		7,073,380	7,073,380.00
99	*	BALANCE FORWARD	679,147	.00		7,073,380	.00		7,073,380	7,073,380.00
389	**	NON OPERATING SOURCES	753,502	.00		7,709,772	640,139.10	8	7,709,772	7,069,632.90
380	***	OTHER SOURCES(NON-REV)	2,469,252	537,735.00	22	23,208,834	15,986,183.10✓	69	23,208,834✓	7,222,650.90✓
FUND TOTAL		GENERAL FUND	4,632,308	2,281,005.72	49	48,943,128	42,054,261.89✓	86✓	48,943,128✓	6,888,866.11✓

REPORT SELECTIONS

Fiscal year . . . . . : 2017
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2550	2550.00	100	30600	29600.00	97	.00	30600	1000.00	97
11 **	EXECUTIVE SALARIES	2550	2550.00	100	30600	29600.00	97	.00	30600	1000.00	97
12-00	REGULAR SALARIES & WAGES	894540	878200.34	98	11197965	10265000.40	92	.00	11197965	932964.60	92
12-06	SALARIES/CONTRACTUAL	2233	1312.50	59	26675	8131.25	31	.00	26675	18543.75	31
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	58829	235327.01	400	187975	418400.54	223	.00	187975	230425.54-	223
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	955602	1114839.85	117	11412615	10691532.19	94	.00	11412615	721082.81	94
13-00	OTHER SALARIES & WAGES	89606	66528.16	74	1029268	924023.43	90	.00	1029268	105244.57	90
13 **	OTHER SALARIES & WAGES	89606	66528.16	74	1029268	924023.43	90	.00	1029268	105244.57	90
14-00	OVERTIME	54714	96803.26	177	450818	492307.16	109	.00	450818	41489.16-	109
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	54714	96803.26	177	450818	492307.16	109	.00	450818	41489.16-	109
15-00	SPECIAL PAY	32086	37411.69	117	358282	360953.15	101	.00	358282	2671.15-	101
15 **	SPECIAL PAY	32086	37411.69	117	358282	360953.15	101	.00	358282	2671.15-	101
20-00	CLOTHING/SHOE ALLOWANCE	1802	2867.50	159	20900	19742.15	95	.00	20900	1157.85	95
20 **	CLOTHING/SHOE ALLOWANCE	1802	2867.50	159	20900	19742.15	95	.00	20900	1157.85	95
21-00	FICA TAXES	87840	98872.55	113	1032850	926291.49	90	.00	1032850	106558.51	90
21 **	FICA TAXES	87840	98872.55	113	1032850	926291.49	90	.00	1032850	106558.51	90
22-00	RETIREMENT CONTRIBUTIONS	52116	53032.44	102	611497	572417.35	94	.00	611497	39079.65	94
22-01	LICENSED POLICE/FIRE	172146	170677.25	99	2001656	1876119.66	94	.00	2001656	125536.34	94
22-02	STATE CONTRIBUTIONS	26993	.00	0	284885	284883.82	100	.00	284885	1.18	100
22-03	ICMA - CITY MANAGER	713	794.73	112	8259	8044.13	97	.00	8259	214.87	97

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	251968	224504.42	89	2906297	2741464.96	94	.00	2906297	164832.04	94
23-00	LIFE/HEALTH INSURANCE	214800	215108.40	100	3047669	2681471.95	88	.00	3047669	366197.05	88
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	214800	215108.40	100	3047669	2681471.95	88	.00	3047669	366197.05	88
24-00	WORKER'S COMPENSATION	54690	47213.73	86	608156	594708.23	98	.00	608156	13447.77	98
24 **	WORKER'S COMPENSATION	54690	47213.73	86	608156	594708.23	98	.00	608156	13447.77	98
25-00	UNEMPLOYMENT COMPENSATION	837	.00	0	10000	992.46	10	.00	10000	9007.54	10
25 **	UNEMPLOYMENT COMPENSATION	837	.00	0	10000	992.46	10	.00	10000	9007.54	10
27-00	CAFETERIA PLAN	21165	18650.00	88	243523	224927.50	92	.00	243523	18595.50	92
27 **	CAFETERIA PLAN	21165	18650.00	88	243523	224927.50	92	.00	243523	18595.50	92
31-00	PROFESSIONAL SERVICES	53428	17049.98	32	615784	257063.03	42	191187.76	615784	167533.21	73
31-01	LEGAL FEES	45755	43445.70	95	456550	405459.15	89	51063.85	456550	27.00	100
31-02	MEDICAL SERVICES	3285	.00	0	39398	30731.77	78	5016.90	39398	3649.33	91
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	9330-	6892.37	74-	190712	148060.18	78	42651.82	190712	.00	100
31 **	PROFESSIONAL SERVICES	94240	67388.05	72	1315569	854439.13	65	289920.33	1315569	171209.54	87
32-00	ACCOUNTING & AUDITING	3625	.00	0	43500	43500.00	100	.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	43500	43500.00	100	.00	43500	.00	100
34-00	CONTRACT SERVICES	90875	13423.86	15	1059668	792113.35	75	220806.72	1059668	46747.93	96
34-03	CUSTOMER SERVICE CONTRACT	152757	149026.88	98	1833029	1658593.91	91	.00	1833029	174435.09	91
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	1680	.00	0	23900	16340.00	68	7500.00	23900	60.00	100
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	245312	162450.74	66	2916597	2467047.26	85	228306.72	2916597	221243.02	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
39-00	CONTINGENCY	37194	.00	0	198185	.00	0	.00	198185	198185.00	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	19408	.00	0	198185	.00	0	.00	198185	198185.00	0
40-00	TRAVEL & PER DIEM	5103	2743.81	54	52770	35861.01	68	75.00	52770	16833.99	68
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	5103	2743.81	54	52770	35861.01	68	75.00	52770	16833.99	68
41-00	COMMUNICATION	15506	2737.10	18	169264	120273.97	71	34894.68	169264	14095.35	92
41 **	COMMUNICATION	15506	2737.10	18	169264	120273.97	71	34894.68	169264	14095.35	92
42-00	POSTAGE & FREIGHT	36812	2992.63	8	413972	369323.29	89	32304.00	413972	12344.71	97
42 **	POSTAGE & FREIGHT	36812	2992.63	8	413972	369323.29	89	32304.00	413972	12344.71	97
43-00	ELECTRIC/WATER/SEWER	48890	52488.52	107	696905	581777.92	84	94900.18	696905	20226.90	97
43 **	ELECTRIC/WATER/SEWER	48890	52488.52	107	696905	581777.92	84	94900.18	696905	20226.90	97
44-00	RENTALS AND LEASES	12149	222.00	2	168204	148613.70	88	5389.08	168204	14201.22	92
44 **	RENTALS AND LEASES	12149	222.00	2	168204	148613.70	88	5389.08	168204	14201.22	92
45-00	INSURANCE	33162	.00	0	397284	367896.35	93	.00	397284	29387.65	93
45 **	INSURANCE	33162	.00	0	397284	367896.35	93	.00	397284	29387.65	93
46-00	REPAIRS & MAINTENANCE	50957	32789.37	64	656534	528239.21	81	75478.19	656534	52816.60	92
46-02	REPAIR/MAINT BUILDING	53678	22953.35	43	628343	570910.21	91	39773.71	628343	17659.08	97
46-03	REPAIR/MAINT-VEHICLES	24450	15633.26	64	206515	179553.58	87	5530.26	206515	21431.16	90
46-05	HYDRANT FEES	15472	15451.56	100	185653	185418.72	100	.00	185653	234.28	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	144557	86827.54	60	1677045	1464121.72	87	120782.16	1677045	92141.12	95
47-00	PRINTING & BINDING	1545	1204.00	78	18885	9519.04	50	712.48	18885	8653.48	54
47 **	PRINTING & BINDING	1545	1204.00	78	18885	9519.04	50	712.48	18885	8653.48	54
48-00	PROMOTIONAL ACTIVITIES	4800	3482.25	73	53568	25335.89	47	400.00	53568	27832.11	48
48-11	BUSINESS ASSIST. PROGRAM	3750	.00	0	45000	.00	0	.00	45000	45000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	8550	3482.25	41	98568	25335.89	26	400.00	98568	72832.11	26
49-00	OTHER CHARGES & OBLIG.	118654	37837.75	32	749731	529408.59	71	5077.00	749731	215245.41	71
49-02	ADVERTISING	11-	.00	0	159	159.00	100	.00	159	.00	100
49-05	BROWNFIELDS REDEV PROG	20043	46500.00	232	240406	179812.33	75	56860.00	240406	3733.67	98
49-06	BROWNFIELD PROG CITY COST	625	.00	0	7500	3650.00	49	.00	7500	3850.00	49
49-07	BAD DEBT EXPENSE	12848	135521.69	1055	154000	75759.45	49	.00	154000	78240.55	49
49-08	CASH OVER/SHORT	20	.00	0	41	40.09	98	.00	41	.91	98
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1875	.00	0	22500	22499.35	100	.00	22500	.65	100
49 **	OTHER CHARGES & OBLIG.	154054	219859.44	143	1174337	811328.81	69	61937.00	1174337	301071.19	74
52-00	OPERATING SUPPLIES	107993	58729.95	54	1076015	723368.17	67	94692.83	1076015	257954.00	76
52-02	UNIFORMS	1555	.00	0	18550	14869.57	80	2105.48	18550	1574.95	92
52-05	EMS 1st RESP-CONSUM SUPP	7405	1308.41	18	47083	42320.04	90	4228.88	47083	534.08	99
52-07	JANITORIAL SUPPLIES	2114	1836.47	87	25170	22997.59	91	.00	25170	2172.41	91
52-10	HEATING FUEL	107	.00	0	1240	1057.65	85	182.35	1240	.00	100
52-30	FUEL OIL & LUBRICANTS	14665	42905.55	293	219422	205006.04	93	.00	219422	14415.96	93
52-33	EMPLOYEE HEALTH CENTER	33959	.00	0	104792	82785.62	79	22006.38	104792	.00	100
52 **	OPERATING SUPPLIES	167798	104780.38	62	1492272	1092404.68	73	123215.92	1492272	276651.40	82

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	6923-	.00	0	25455	13002.44	51	1281.30	25455	11171.26	56
53 **	ROAD MATERIALS/SUPPLIES	6923-	.00	0	25455	13002.44	51	1281.30	25455	11171.26	56
54-00	MEMBERSHIP/PUBLICATIONS	2821	686.62	24	31963	24783.13	78	.00	31963	7179.87	78
54 **	MEMBERSHIP/PUBLICATIONS	2821	686.62	24	31963	24783.13	78	.00	31963	7179.87	78
55-00	TRAINING	5374	9845.44	183	78362	48696.03	62	350.00-	78362	30015.97	62
55-01	EDA PROGRAM	801	.00	0	12252	1735.70	14	10.00	12252	10506.30	14
55 **	TRAINING	6175	9845.44	159	90614	50431.73	56	340.00-	90614	40522.27	55
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	1292-	.00	0	6683	.00	0	.00	6683	6683.00	0
61 **	LAND	1292-	.00	0	6683	.00	0	.00	6683	6683.00	0
62-00	BUILDINGS	21665	.00	0	259936	258526.79	100	4.00	259936	1405.21	100
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	21665	.00	0	259936	258526.79	100	4.00	259936	1405.21	100
63-00	INFRASTRUCTURE	218418	283737.56	130	2832171	2011908.31	71	406345.17	2832171	413917.52	85
63 **	INFRASTRUCTURE	218418	283737.56	130	2832171	2011908.31	71	406345.17	2832171	413917.52	85
64-00	MACHINERY AND EQUIPMENT	103408	.00	0	997021	719488.48	72	261048.82	997021	16483.70	98
64-01	JAG GRANT	3351	.00	0	23427	23425.87	100	.00	23427	1.13	100
64-15	IT HARDWARE	22118	.00	0	22118	.00	0	22117.65	22118	.35	100
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	128877	.00	0	1042566	742914.35	71	283166.47	1042566	16485.18	98

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	1565	.00	0	15998	15998.00	100	.00	15998	.00	100
68 **	INTANGIBLE ASSETS	1565	.00	0	15998	15998.00	100	.00	15998	.00	100
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	1241005	.00	0	9928054	9928053.34	100	.00	9928054	.66	100
73 **	OTHER DEBT SVC COSTS	1241005	.00	0	9928054	9928053.34	100	.00	9928054	.66	100
81-00	AIDS TO GOVT AGENCY	62590	.00	0	751003	751001.00	100	.00	751003	2.00	100
81 **	AIDS TO GOVT AGENCY	62590	.00	0	751003	751001.00	100	.00	751003	2.00	100
82-01	ECON DEV INCENTIVE CONTR	105674	.00	0	1268000	.00	0	.00	1268000	1268000.00	0
82 **	AID PRIVATE ORGANIZATION	105674	.00	0	1268000	.00	0	.00	1268000	1268000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	3868	45600.00	1179	46350	45600.00	98	.00	46350	750.00	98
83 **	OTHER GRANTS AND AIDS	3868	45600.00	1179	46350	45600.00	98	.00	46350	750.00	98
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	73336	.00	0	660000	354299.39	54	.00	660000	305700.61	54

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	73336	.00	0	660000	354299.39	54	.00	660000	305700.61	54
FUND 001	TOTAL *********										
	GENERAL FUND	4616150	2972395.64	64	48943128	42275975.92	86	1683294.49	48943128	4983857.59	90
GRAND	TOTAL *********										
		4616150	2972395.64	64	48943128	42275975.92	86	1683294.49	48943128	4983857.59	90

FY 2017 Budget by Classification Report - Summary Listing

Through 9/30/2017

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	$ 1,668,443		$ 1,706,307.50	$ (37,864.50)	102%
CHARGES FOR SERVICES	$ 52,128,130		$ 58,013,401.48	$ (5,885,271.48)	111%
MISCELLANEOUS	$ 307,595		$ 860,070.79	$ (552,475.79)	280%
OTHER SOURCES (NON-REVENUE)	$ 29,020,257		$ 1,020,369.29	$ 27,999,887.71	4%
REVENUE TOTALS	**$ 83,124,425**	-	**$ 61,600,149.06**	**$ 21,524,275.94**	**74%**
				$ (32,010,787.17)	
EXPENSE					
SALARIES AND BENEFITS	$ 13,919,535	$ -	$ 12,023,119.72	$ 1,896,415.28	86%
OPERATING EXPENDITURES	$ 24,808,808	$ 4,518,249.80	$ 17,290,547.63	$ 3,000,010.57	88%
CAPITAL OUTLAY	$ 28,789,384	$ 7,546,832.51	$ 14,001,676.61	$ 7,240,874.88	75%
GRANTS, AIDS AND OTHER	$ 15,606,698	$ -	$ 15,273,719.00	$ 332,979.00	98%
EXPENSE TOTALS	**$ 83,124,425**	**$ 12,065,082.31**	**$ 58,589,062.96**	**$ 12,470,279.73**	85%
REVENUE TOTALS	**$ 83,124,425**	**$ -**	**$ 61,600,149.06**	**$ 21,524,275.94**	**74%**
EXPENSE TOTALS	**$ 83,124,425**	**$ 12,065,082.31**	**$ 58,589,062.96**	**$ 12,470,279.73**	**85%**
	$ -	**$ (12,065,082.31)**	**$ 3,011,086.10**		

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	63,949	51,450.00	81	767,388	1,121,090.00	146	767,388	353,702.00-
03 11	WATER - COMMERCIAL	66,562	25,375.00	38	798,711	422,467.50	53	798,711	376,243.50
03 20	SEWER - RESIDENTIAL	773	.00		9,210	13,750.00	149	9,210	4,540.00-
03 21	SEWER - COMMERCIAL	7,763	.00		93,134	149,000.00	160	93,134	55,866.00-
03 *	IMPACT FEES	139,047	76,825.00	55	1,668,443	1,706,307.50	102	1,668,443	37,864.50-
324 **	IMPACT FEES	139,047	76,825.00	55	1,668,443	1,706,307.50	102	1,668,443	37,864.50-
320 ***	OTHER PERMITS & FEES	139,047	76,825.00	55	1,668,443	1,706,307.50✓	102	1,668,443 ✓	37,864.50- ✓
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
90 00	OTHER FEDERAL GRANT-BABS	0	304,068.96		0	608,137.92		0	608,137.92-
331 **	FEDERAL GRANTS	0	304,068.96		0	608,137.92		0	608,137.92-
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	304,068.96		0	608,137.92✓		0	608,137.92-
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	3,659,828	4,172,629.13	114	43,917,881	48,880,865.94	111	43,917,881	4,962,984.94-
33 00	WATER CONNECTION FEE	20,000	20,550.00	103	240,000	414,231.58	173	240,000	174,231.58-
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	20,550.00	103	240,000	414,231.58	173	240,000	174,231.58-
36 00	WATER HYDRANT FEES	217,364	242,774.52	112	2,608,291	2,914,954.65	112	2,608,291	306,663.65-
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	125	300.00	240	1,500	6,100.00	407	1,500	4,600.00-
39 07	BACKFLOW DEVICE TEST	12,087	13,622.41	113	145,000	148,373.89	102	145,000	3,373.89-
39 08	JUMPER METERS	62	100.00	161	700	2,050.00	293	700	1,350.00-
39 09	PLAN REVIEW/CONST INSPECT	1,000	1,000.00	100	12,000	26,000.00	217	12,000	14,000.00-
39 10	BACKFLOW PRV/RLCT TEMP	212	105.42	50	2,500	565.04	23	2,500	1,934.96

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	15,127.83	112	161,700	183,088.93	113	161,700	21,388.93-
51	00	SEWER SALES	405,426	404,251.35	100	4,865,057	5,269,276.26	108	4,865,057	404,219.26-
51	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51	*	SEWER SALES	405,426	404,251.35	100	4,865,057	5,269,276.26	108	4,865,057	404,219.26-
53	02	SEWER CONNECT - FINANCED	0	.00		0	.00		0	.00
53	04	SEWER CONNECT- GRISSOM	0	.00		0	.00		0	.00
53	05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53	*	SEWER CONNECTION FEES	0	.00		0	.00		0	.00
59	01	GREASE TRAP PERMITS	524	581.29	111	6,200	6,799.89	110	6,200	599.89-
60	00	REUSE WATER	26,425	24,245.42	92	317,001	336,150.33	106	317,001	19,149.33-
60	01	REUSE WATER INSTALLATION	1,000	318.25	32	12,000	8,033.90	67	12,000	3,966.10
60	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60	*	REUSE WATER	27,425	24,563.67	90	329,001	344,184.23	105	329,001	15,183.23-
90	10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	4,344,053	4,880,477.79	112	52,128,130	58,013,401.48	111	52,128,130	5,885,271.48-
340	***	CHARGES FOR SERVICES	4,344,053	4,880,477.79	112	52,128,130	58,013,401.48 ✓	111	52,128,130 ✓	5,885,271.48- ✓
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
10	00	INTEREST	20,118	220.92	1	241,295	217,801.01	90	241,295	23,493.99
10	10	SBA	0	.00		0	1.10		0	1.10-
10	*	INTEREST	20,118	220.92	1	241,295	217,802.11	90	241,295	23,492.89
20	00	DIVIDENDS	0	.00		0	.00		0	.00
38	00	NET INC/DEC-FMV INVESTMNT	0	.00		0	84,628.12-		0	84,628.12
40	00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	20,118	220.92	1	241,295	133,173.99	55	241,295	108,121.01
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	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360			MISCELLANEOUS REVENUES								
362			RENT AND ROYALTIES								
364			DISPOSITION FIXED ASSETS								
	00	00	DISPOSITION FIXED ASSETS	1,250	31,979.01-	2558	15,000	65,392.05	436	15,000	50,392.05-
	10	00	GAIN/LOSS	0	.00		0	.00		0	.00
364		**	DISPOSITION FIXED ASSETS	1,250	31,979.01-	2558	15,000	65,392.05	436	15,000	50,392.05-
365			SALES OF SURPLUS SCRAP								
	00	00	SALES OF SURPLUS SCRAP	837	4,165.90	498	10,000	10,824.30	108	10,000	824.30-
365		**	SALES OF SURPLUS SCRAP	837	4,165.90	498	10,000	10,824.30	108	10,000	824.30-
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	5,080.06	152	40,000	41,242.53	103	40,000	1,242.53-
	90	06	SETTLEMENTS	0	.00		0	.00		0	.00
	90	*	OTHER MISC REVENUES	3,337	5,080.06	152	40,000	41,242.53	103	40,000	1,242.53-
	96	00	INSURANCE REFUND/PROCEEDS	0	.00		0	.00		0	.00
369		**	OTHER MISC REVENUES	3,337	5,080.06	152	40,000	41,242.53	103	40,000	1,242.53-
360		***	MISCELLANEOUS REVENUES	25,654	22,512.13-	88	307,595	251,932.87✓	82	307,595✓	55,662.13✓
380			OTHER SOURCES(NON-REV)								
381			INTERFUND TRANSFER								
	45	03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
	91	01	GENERAL FUND (001)	0	.00		0	.00		0	.00
	91	10	TRF FROM REDEVELOP (110)	0	.00		0	.00		0	.00
	91	23	STORMWATER (423)	0	.00		0	.00		0	.00
	91	25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
	91	30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
	91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381		**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383			INSTLMT PURCH/CAP LEASE								
	10	00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383		**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
383		INSTLMT PURCH/CAP LEASE								
389		NON OPERATING SOURCES								
30	00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41	00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42	00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81	00	CONTRIBUTION LIFT STATION	0	.00		0	208,929.54		0	208,929.54-
82	00	CONTRIBUTION S MAINLAND	0	8,535.81		0	111,690.42		0	111,690.42-
83	00	CONTRIBUTION VIERA	0	11,056.78		0	314,723.33		0	314,723.33-
83	01	THE VIERA COMPANY	0	.00		0	385,026.00		0	385,026.00-
83	*	CONTRIBUTION VIERA	0	11,056.78		0	699,749.33		0	699,749.33-
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	2,529,274	.00		29,020,257	.00		29,020,257	29,020,257.00
99	51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99	*	BALANCE FORWARD	2,529,274	.00		29,020,257	.00		29,020,257	29,020,257.00
389	**	NON OPERATING SOURCES	2,529,274	19,592.59	1	29,020,257	1,020,369.29	4	29,020,257	27,999,887.71
380	***	OTHER SOURCES(NON-REV)	2,529,274	19,592.59	1	29,020,257	1,020,369.29✓	4	29,020,257✓	27,999,887.71✓
FUND TOTAL		WATER/SEWER ENTERPRISE	7,038,028	5,258,452.21	75	83,124,425	61,600,149.06✓	74✓	83,124,425✓	21,524,275.94✓

REPORT SELECTIONS

Fiscal year . . . . . : 2017
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	SALARIES & WAGES	583695	564305.67	97	7563504	6682009.74	88	.00	7563504	881494.26	88
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	5412	.00	0	24333	24330.68	100	.00	24333	2.32	100
12 **	REGULAR SALARIES & WAGES	589107	564305.67	96	7587837	6706340.42	88	.00	7587837	881496.58	88
13-00	OTHER SALARIES & WAGES	59354	33422.29	56	529556	478584.84	90	.00	529556	50971.16	90
13 **	OTHER SALARIES & WAGES	59354	33422.29	56	529556	478584.84	90	.00	529556	50971.16	90
14-00	OVERTIME	77688	130428.01	168	556249	612550.89	110	.00	556249	56301.89-	110
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	77688	130428.01	168	556249	612550.89	110	.00	556249	56301.89-	110
15-00	SPECIAL PAY	24	.00	0	200	.00	0	.00	200	200.00	0
15 **	SPECIAL PAY	24	.00	0	200	.00	0	.00	200	200.00	0
20-00	CLOTHING/SHOE ALLOWANCE	1863	275.00	15	21285	16355.00	77	.00	21285	4930.00	77
20 **	CLOTHING/SHOE ALLOWANCE	1863	275.00	15	21285	16355.00	77	.00	21285	4930.00	77
21-00	FICA TAXES	57710	53768.86	93	682932	571255.44	84	.00	682932	111676.56	84
21 **	FICA TAXES	57710	53768.86	93	682932	571255.44	84	.00	682932	111676.56	84
22-00	RETIREMENT CONTRIBUTIONS	163111	120238.44	74	1492442	1260717.83	85	.00	1492442	231724.17	85
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	163111	120238.44	74	1492442	1260717.83	85	.00	1492442	231724.17	85
23-00	LIFE/HEALTH INSURANCE	191330	148637.77	78	2282793	1716021.64	75	.00	2282793	566771.36	75
23-02	LIFE/HEALTH RETIREES	15002	7792.56	52	180024	117201.56	65	.00	180024	62822.44	65
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	206332	156430.33	76	2462817	1833223.20	74	.00	2462817	629593.80	74
24-00	WORKER'S COMPENSATION	38823	35329.54	91	434955	430092.10	99	.00	434955	4862.90	99

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	38823	35329.54	91	434955	430092.10	99	.00	434955	4862.90	99
25-00	UNEMPLOYMENT COMPENSATION	0	.00	0	0	.00	0	.00	0	.00	0
25 **	UNEMPLOYMENT COMPENSATION	0	.00	0	0	.00	0	.00	0	.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	12614	10000.00	79	151262	114000.00	75	.00	151262	37262.00	75
27 **	CAFETERIA PLAN	12614	10000.00	79	151262	114000.00	75	.00	151262	37262.00	75
31-00	PROFESSIONAL SERVICES	128763	6202.86	5	1612179	246108.57	15	1222002.44	1612179	144067.99	91
31-01	LEGAL EXPENSES	27500	.00	0	180000	108619.49	60	36387.43	180000	34993.08	81
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	542-	.00	0	2874	.00	0	.00	2874	2874.00	0
31-33	EMPLOYEE HEALTH CENTER	6224-	4732.60	76-	131134	101664.72	78	29469.28	131134	.00	100
31 **	PROFESSIONAL SERVICES	149497	10935.46	7	1926187	456392.78	24	1287859.15	1926187	181935.07	91
32-00	ACCOUNTING & AUDITING	3625	.00	0	43500	43500.00	100	.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	43500	43500.00	100	.00	43500	.00	100
34-00	CONTRACT SERVICES	59971	29532.83	49	1072537	843810.95	79	81608.45	1072537	147117.60	86
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	447874	447863.00	100	5374389	5374389.00	100	.00	5374389	.00	100
34 **	CONTRACT SERVICES	507845	477395.83	94	6446926	6218199.95	97	81608.45	6446926	147117.60	98
39-00	CONTINGENCY	67286-	.00	0	998359	.00	0	.00	998359	998359.00	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	67286-	.00	0	998359	.00	0	.00	998359	998359.00	0
40-00	TRAVEL AND PER DIEM	2078	686.00	33	21068	11840.69	56	.00	21068	9227.31	56
40-01	CAR ALLOWANCE	18	.00	0	150	.00	0	.00	150	150.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	2096	686.00	33	21218	11840.69	56	.00	21218	9377.31	56
41-00	COMMUNICATION	4529	3608.61	80	123708	87112.71	70	15639.93	123708	20955.36	83
41 **	COMMUNICATION	4529	3608.61	80	123708	87112.71	70	15639.93	123708	20955.36	83
42-00	POSTAGE AND FREIGHT	3907	1759.48	45	37806	29085.31	77	3219.08	37806	5501.61	85
42 **	POSTAGE AND FREIGHT	3907	1759.48	45	37806	29085.31	77	3219.08	37806	5501.61	85
43-00	ELECTRIC/WATER/SEWER	189197	134681.76	71	2413620	1588382.20	66	820447.98	2413620	4789.82	100
43 **	ELECTRIC/WATER/SEWER	189197	134681.76	71	2413620	1588382.20	66	820447.98	2413620	4789.82	100
44-00	RENTALS AND LEASES	17514	1615.00	9	171180	157481.32	92	8684.88	171180	5013.80	97
44 **	RENTALS AND LEASES	17514	1615.00	9	171180	157481.32	92	8684.88	171180	5013.80	97
45-00	INSURANCE	28312	.00	0	374135	361914.05	97	.00	374135	12220.95	97
45 **	INSURANCE	28312	.00	0	374135	361914.05	97	.00	374135	12220.95	97
46-00	REPAIRS & MAINTENANCE	942403	155039.99	17	7227654	4291410.92	59	1681101.12	7227654	1255141.96	83
46-02	REPAIRS/MAINT - BUILDING	8460	435.83	5	193084	110640.99	57	23292.25	193084	59150.76	69
46-03	REPAIR/MAINT-VEHICLES	17470	19258.84	110	209277	163559.84	78	.00	209277	45717.16	78
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	968333	174734.66	18	7630015	4565611.75	60	1704393.37	7630015	1360009.88	82
47-00	PRINTING & BINDING	593	169.00	29	7005	1816.60	26	.00	7005	5188.40	26
47 **	PRINTING & BINDING	593	169.00	29	7005	1816.60	26	.00	7005	5188.40	26
48-00	PROMOTIONAL ACTIVITIES	1250	450.00	36	15000	7919.25	53	.00	15000	7080.75	53
48 **	PROMOTIONAL ACTIVITIES	1250	450.00	36	15000	7919.25	53	.00	15000	7080.75	53
49-00	OTHER CHARGES & OBLIG.	2762	2211.77-	80-	32496	22324.03	69	.00	32496	10171.97	69
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14587	206013.29	1412	175000	131621.44	75	.00	175000	43378.56	75
49-08	CASH OVER & UNDER	25	78.00	312	300	338.06	113	.00	300	38.06-	113
49-09	DOCUMENT RECORDING CHGS	250	2050.00	820	3000	419.60	14	.00	3000	2580.40	14

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	17624	205929.52	1169	210796	154703.13	73	.00	210796	56092.87	73
52-00	OPERATING SUPPLIES	382475	137471.04	36	3808251	3160369.59	83	552928.53	3808251	94952.88	98
52-07	JANITORIAL SUPPLIES	868	541.12	62	10240	8585.98	84	.00	10240	1654.02	84
52-30	FUEL OIL & LUBRICANTS	26016	40994.29	158	311862	266153.59	85	6399.65	311862	39308.76	87
52-33	EMPLOYEE HEALTH CENTER	23142	.00	0	71772	56844.14	79	14927.86	71772	.00	100
52 **	OPERATING SUPPLIES	432501	179006.45	41	4202125	3491953.30	83	574256.04	4202125	135915.66	97
53-00	ROAD MATERIALS/SUPPLIES	4123	10279.90	249	50056	22270.26	45	17421.92	50056	10363.82	79
53 **	ROAD MATERIALS/SUPPLIES	4123	10279.90	249	50056	22270.26	45	17421.92	50056	10363.82	79
54-00	MEMBERSHIP/PUBLICATIONS	3155	82.53	3	37585	31582.23	84	.00	37585	6002.77	84
54 **	MEMBERSHIP/PUBLICATIONS	3155	82.53	3	37585	31582.23	84	.00	37585	6002.77	84
55-00	TRAINING	8307	4254.00	51	92087	45638.00	50	4719.00	92087	41730.00	55
55-01	EDA PROGRAM	625	.00	0	7500	.00	0	.00	7500	7500.00	0
55 **	TRAINING	8932	4254.00	48	99587	45638.00	46	4719.00	99587	49230.00	51
59-00	DEPRECIATION EXPENSE	0	15144.10	0	0	15144.10	0	.00	0	15144.10-	0
59 **	DEPRECIATION EXPENSE	0	15144.10	0	0	15144.10	0	.00	0	15144.10-	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	1877170	493337.83	26	25355897	13261446.15	52	6471591.75	25355897	5622859.10	78
63 **	INFRASTRUCTURE	1877170	493337.83	26	25355897	13261446.15	52	6471591.75	25355897	5622859.10	78
64-00	MACHINERY AND EQUIPMENT	243897	.00	0	2472842	1201098.70	49	358031.92	2472842	913711.38	63
64-15	IT HARDWARE	3017	.00	0	35995	9950.00	28	.00	35995	26045.00	28

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64 **	MACHINERY & EQUIPMENT	246914	.00	0	2508837	1211048.70	48	358031.92	2508837	939756.38	63
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	77078	.00	0	924650	30000.00	3	717208.84	924650	177441.16	81
68 **	INTANGIBLE ASSETS	77078	.00	0	924650	30000.00	3	717208.84	924650	177441.16	81
69-99	PROPRIETARY FUNDS ONLY	0	500818.24-	0	0	500818.24-	0	.00	0	500818.24	0
69 **	CONTRA FIXED ASSET	0	500818.24-	0	0	500818.24-	0	.00	0	500818.24	0
82-00	AID TO PRIVATE ORGANIZAT	87	.00	0	1000	1000.00	100	.00	1000	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	87	.00	0	1000	1000.00	100	.00	1000	.00	100
91-01	TRANSFER TO GEN FUND 001	522429	454913.00	87	5612018	5459000.00	97	.00	5612018	153018.00	97
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	749981	4346400.00	580	8999761	8819800.00	98	.00	8999761	179961.00	98
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1272410	4801313.00	377	14611779	14278800.00	98	.00	14611779	332979.00	98
95-01	6% ILO FRANCHISE FEE	82833	82822.00	100	993919	993919.00	100	.00	993919	.00	100
95 **	NONOPERATING	82833	82822.00	100	993919	993919.00	100	.00	993919	.00	100
FUND 421	TOTAL ********* WATER/SEWER ENTERPRISE	7038865	7201585.03	102	83124425	58589062.96	71	12065082.31	83124425	12470279.73	85
GRAND	TOTAL *********	7038865	7201585.03	102	83124425	58589062.96	71	12065082.31	83124425	12470279.73	85

FY 2017 Budget by Classification Report - Summary Listing

Through 9/30/2017

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	$ 1,372,033		$ 1,463,874.36	$ (91,841.36)	107%
MISCELLANEOUS	$ 2,000		$ 2,648.57	$ (648.57)	132%
OTHER SOURCES (NON-REVENUE)	$ 1,714,619		$ 21,782.25	$ 1,692,836.75	1%
REVENUE TOTALS	**$ 3,088,652**	**-**	**$ 1,488,305.18**	**$ 1,600,346.82**	**48%**
EXPENSE					
SALARIES AND BENEFITS	$ 609,163	$ -	$ 552,477.62	$ 56,685.38	91%
OPERATING EXPENDITURES	$ 390,994	$ 88,279.30	$ 223,483.95	$ 79,230.75	80%
CAPITAL OUTLAY	$ 2,088,495	$ 560,744.05	$ 1,441,742.42	$ 86,008.53	96%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	0%
EXPENSE TOTALS	**$ 3,088,652**	**$ 649,023.35**	**$ 2,217,703.99**	**$ 221,924.66**	**93%**
REVENUE TOTALS	**$ 3,088,652**	**$ -**	**$ 1,488,305.18**	**$ 1,600,346.82**	**48%**
EXPENSE TOTALS	**$ 3,088,652**	**$ 649,023.35**	**$ 2,217,703.99**	**$ 221,924.66**	**93%**
	$ -	**$ (649,023.35)**	**$ (729,398.81)**		

FUND 423 STORMWATER UTILITY

ACCOUNT	DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	114,337	117,297.64	103	1,372,033	1,463,874.36	107	1,372,033	91,841.36-
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	114,337	117,297.64	103	1,372,033	1,463,874.36	107	1,372,033	91,841.36-
343 **	PHYSICAL ENVIRONMENT	114,337	117,297.64	103	1,372,033	1,463,874.36	107	1,372,033	91,841.36-
340 ***	CHARGES FOR SERVICES	114,337	117,297.64	103	1,372,033	1,463,874.36 ✓	107	1,372,033 ✓	91,841.36- ✓
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	174	58.32	34	2,000	3,779.73	189	2,000	1,779.73-
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	174	58.32	34	2,000	3,779.73	189	2,000	1,779.73-
20 00	DIVIDENDS	0	.00		0	36.63		0	36.63-
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	1,167.79-		0	1,167.79
361 **	INTEREST AND OTHR EARNING	174	58.32	34	2,000	2,648.57	132	2,000	648.57-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES	174	58.32	34	2,000	2,648.57✓	132	2,000✓	648.57-✓
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								
85	00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	21,782.25		0	21,782.25-
90	00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99	10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	150,697	.00		1,714,619	.00		1,714,619	1,714,619.00
99	*	BALANCE FORWARD	150,697	.00		1,714,619	.00		1,714,619	1,714,619.00
389	**	NON OPERATING SOURCES	150,697	.00		1,714,619	21,782.25	1	1,714,619	1,692,836.75
380	***	OTHER SOURCES(NON-REV)	150,697	.00		1,714,619	21,782.25✓	1✓	1,714,619✓	1,692,836.75 ✓
FUND TOTAL		STORMWATER UTILITY	265,208	117,355.96	44	3,088,652	1,488,305.18✓	48✓	3,088,652✓	1,600,346.82✓

REPORT SELECTIONS

Fiscal year . . . . . : 2017
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	29470	23702.20	80	350117	306131.32	87	.00	350117	43985.68	87
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	265	410.38	155	1321	1731.35	131	.00	1321	410.35-	131
12 **	REGULAR SALARIES & WAGES	29735	24112.58	81	351438	307862.67	88	.00	351438	43575.33	88
13-00	OTHER SALARIES & WAGES	3442	2791.28	81	41249	38922.65	94	.00	41249	2326.35	94
13 **	OTHER SALARIES & WAGES	3442	2791.28	81	41249	38922.65	94	.00	41249	2326.35	94
14-00	OVERTIME	937	3272.92	349	5596	8389.44	150	.00	5596	2793.44-	150
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	937	3272.92	349	5596	8389.44	150	.00	5596	2793.44-	150
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	55	.00	0	550	550.00	100	.00	550	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	55	.00	0	550	550.00	100	.00	550	.00	100
21-00	FICA TAXES	2677	2100.83	79	31393	24623.94	78	.00	31393	6769.06	78
21 **	FICA TAXES	2677	2100.83	79	31393	24623.94	78	.00	31393	6769.06	78
22-00	RETIREMENT CONTRIBUTIONS	2942	2781.18	95	34361	31429.69	92	.00	34361	2931.31	92
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2942	2781.18	95	34361	31429.69	92	.00	34361	2931.31	92
23-00	LIFE/HEALTH INSURANCE	8868	7481.37	84	92504	90667.49	98	.00	92504	1836.51	98
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	8868	7481.37	84	92504	90667.49	98	.00	92504	1836.51	98
24-00	WORKER'S COMPENSATION	4188	3312.52	79	44177	43021.74	97	.00	44177	1155.26	97
24 **	WORKER'S COMPENSATION	4188	3312.52	79	44177	43021.74	97	.00	44177	1155.26	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	907	480.00	53	7895	7010.00	89	.00	7895	885.00	89
27 **	CAFETERIA PLAN	907	480.00	53	7895	7010.00	89	.00	7895	885.00	89
31-00	PROFESSIONAL SERVICES	8337	.00	0	100000	12698.50	13	75660.00	100000	11641.50	88
31-01	LEGAL EXPENSES	49	.00	0	500	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	256-	177.03	69-	4820	3803.06	79	1016.94	4820	.00	100
31 **	PROFESSIONAL SERVICES	8130	177.03	2	105320	16501.56	16	76676.94	105320	12141.50	89
34-00	CONTRACT SERVICES	424	.00	0	5000	.00	0	.00	5000	5000.00	0
34-10	COST OF GENERAL FUND SVCS	7417	7406.00	100	88927	88927.00	100	.00	88927	.00	100
34 **	CONTRACT SERVICES	7841	7406.00	95	93927	88927.00	95	.00	93927	5000.00	95
39-00	CONTINGENCY	3595-	.00	0	11534	.00	0	.00	11534	11534.00	0
39 **	CONTINGENCY	3595-	.00	0	11534	.00	0	.00	11534	11534.00	0
40-00	TRAVEL & PER DIEM	218	604.59	277	2550	979.59	38	.00	2550	1570.41	38
40 **	TRAVEL & PER DIEM	218	604.59	277	2550	979.59	38	.00	2550	1570.41	38
41-00	COMMUNICATION	180	.00	0	2160	647.90	30	852.10	2160	660.00	69
41 **	COMMUNICATION	180	.00	0	2160	647.90	30	852.10	2160	660.00	69
42-00	POSTAGE & FREIGHT	503	16.41	3	2000	1234.33	62	266.03	2000	499.64	75
42 **	POSTAGE & FREIGHT	503	16.41	3	2000	1234.33	62	266.03	2000	499.64	75
43-00	ELECTRIC/WATER/SEWER	1658	1026.28	62	19830	11627.72	59	6870.68	19830	1331.60	93
43 **	ELECTRIC/WATER/SEWER	1658	1026.28	62	19830	11627.72	59	6870.68	19830	1331.60	93
44-00	RENTALS AND LEASES	276	.00	0	3257	906.60	28	.00	3257	2350.40	28
44 **	RENTALS AND LEASES	276	.00	0	3257	906.60	28	.00	3257	2350.40	28
45-00	INSURANCE	716	.00	0	8504	7540.60	89	.00	8504	963.40	89
45 **	INSURANCE	716	.00	0	8504	7540.60	89	.00	8504	963.40	89

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	1185-	778.65	66-	37250	25011.76	67	.00	37250	12238.24	67
46-02	REPAIR/MAINT BUILDING	549	.00	0	6500	.00	0	.00	6500	6500.00	0
46-03	REPAIR/MAINT-VEHICLES	1975	2972.72	151	23590	17200.68	73	2209.00	23590	4180.32	82
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	1339	3751.37	280	67340	42212.44	63	2209.00	67340	22918.56	66
47-00	PRINTING & BINDING	87	.00	0	1000	345.00	35	.00	1000	655.00	35
47 **	PRINTING & BINDING	87	.00	0	1000	345.00	35	.00	1000	655.00	35
49-00	OTHER CHARGES & OBLIG.	1212	.00	0	14500	705.99	5	.00	14500	13794.01	5
49-07	BAD DEBT EXPENSE	837	16750.09	2001	10000	14211.87	142	.00	10000	4211.87-	142
49 **	OTHER CHARGES & OBLIG.	2049	16750.09	818	24500	14917.86	61	.00	24500	9582.14	61
52-00	OPERATING SUPPLIES	5528	1810.06	33	21300	11780.07	55	761.03	21300	8758.90	59
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1608	3643.48	227	19252	20823.80	108	.00	19252	1571.80-	108
52-33	EMPLOYEE HEALTH CENTER	894	.00	0	2770	2126.48	77	643.52	2770	.00	100
52 **	OPERATING SUPPLIES	8030	5453.54	68	43322	34730.35	80	1404.55	43322	7187.10	83
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	318	.00	0	1250	1028.00	82	.00	1250	222.00	82
54 **	MEMBERSHIP/PUBLICATIONS	318	.00	0	1250	1028.00	82	.00	1250	222.00	82
55-00	TRAINING	375	300.00	80	4500	1885.00	42	.00	4500	2615.00	42
55 **	TRAINING	375	300.00	80	4500	1885.00	42	.00	4500	2615.00	42
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	7174	485.30	7	86000	84912.30	99	27.00	86000	1060.70	99
61 **	LAND	7174	485.30	7	86000	84912.30	99	27.00	86000	1060.70	99

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	166042	129984.94	78	1883331	1352271.06	72	447153.89	1883331	83906.05	96
63 **	INFRASTRUCTURE	166042	129984.94	78	1883331	1352271.06	72	447153.89	1883331	83906.05	96
64-00	MACHINERY & EQUIPMENT	10263	.00	0	119164	4559.06	4	113563.16	119164	1041.78	99
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	10263	.00	0	119164	4559.06	4	113563.16	119164	1041.78	99
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	265355	212288.23	80	3088652	2217703.99	72	649023.35	3088652	221924.66	93
GRAND	TOTAL *********	265355	212288.23	80	3088652	2217703.99	72	649023.35	3088652	221924.66	93

Legislation Details (With Text)

File #:	17-458	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	10/12/2017			**In control:**	City Council
On agenda:	10/24/2017			**Final action:**	
Title:	Cocoa Police Department District Event Statistics for Council Information. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Augu 2017 Council Report by District_				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 12, 2017
Agenda Date: October 24, 2017
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Michael Cantaloupe, Chief of police
Requested Action:
Cocoa Police Department District Event Statistics for Council Information

BACKGROUND:

Council requested a monthly breakdown of event statistics by District. This report illustrates total incidents, reports written and Patrol checks. It also shows incidents and case reports by shift, hour of the day and the total crime that are Uniform Crime reportable. Attached is the August 2017 report.

STRATEGIC PLAN CONNECTION:

Crime

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

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RECOMMENDED MOTION:

Cocoa Police Department District Event Statistics for Council Information

Cocoa Police Department
Council Report

August 2017

Prepared by Dailaity Henson

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District 3 Case Reports 7
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Incidents and Case Reports by Hour 11
Total UCR Offenses by Month – 2017 ,2016, & 2015 12

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

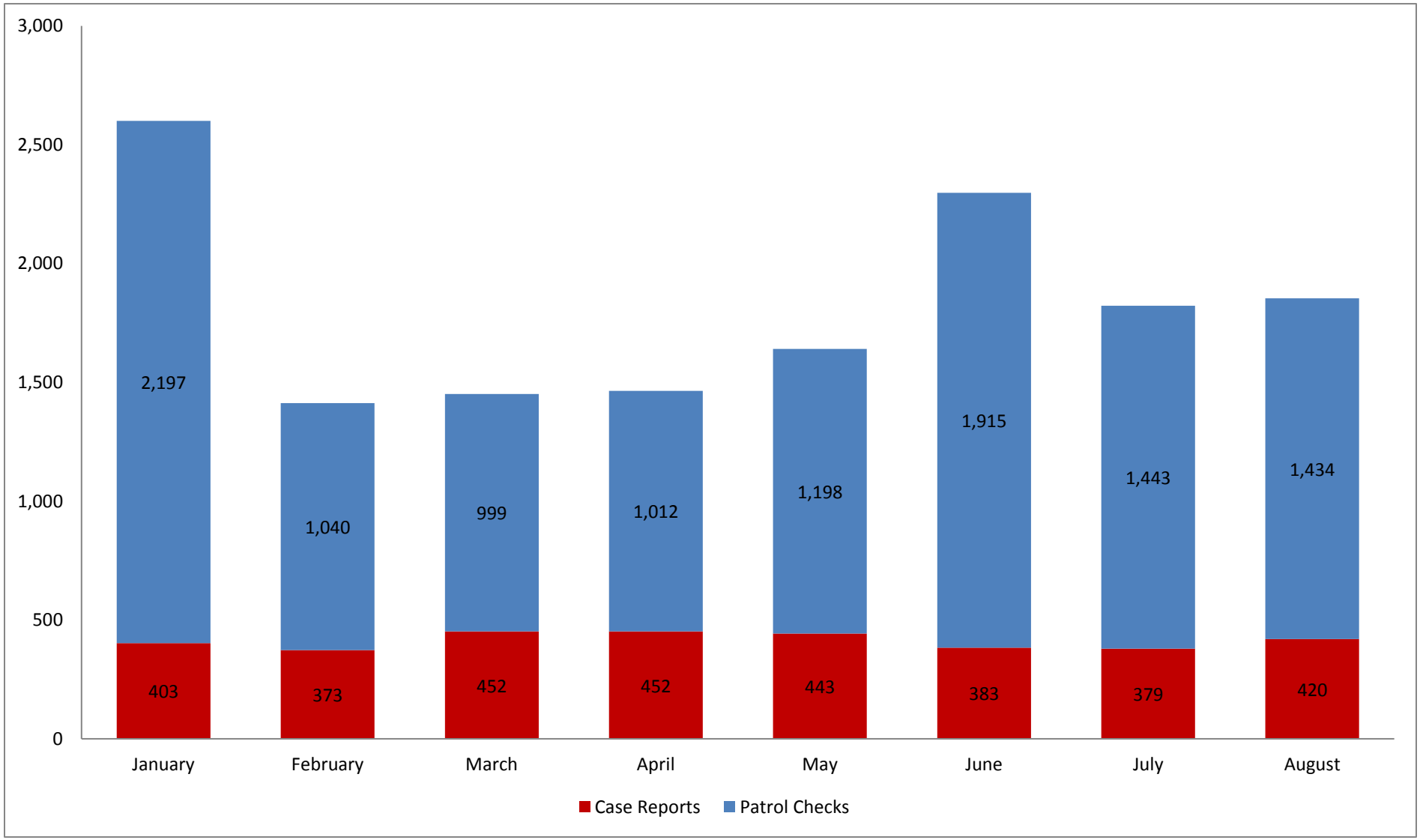
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for August 2017. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2015, 2016 and 2017.

- 4,392 incidents
- 420 Case Reports (10% of incidents)
  - 240 Criminal Case Reports (57% of all case reports)
  - 180 Non-Criminal Case Reports (43% of case reports)
  - 81 Criminal Case Reports were closed by Arrests/Capias Requests (33% of criminal case reports)
  - 21 Non-Criminal Case Reports were closed by Arrests/Capias Request (12% of non-criminal cases reports)
- 2,160 incidents were initiated by police officers (48%)
- District 1 experienced the most cases with a total of 143
- District 3 experienced the fewest cases with a total of 61
- Larceny Offenses have ***increased*** by a 21% from the previous month
- Burglary Offenses have ***increased*** by a 72% from the previous month
- Robbery Offenses have ***decreased*** by a 20% from the previous month
- Overall, UCR offenses have ***increased*** from the previous month by a 24%

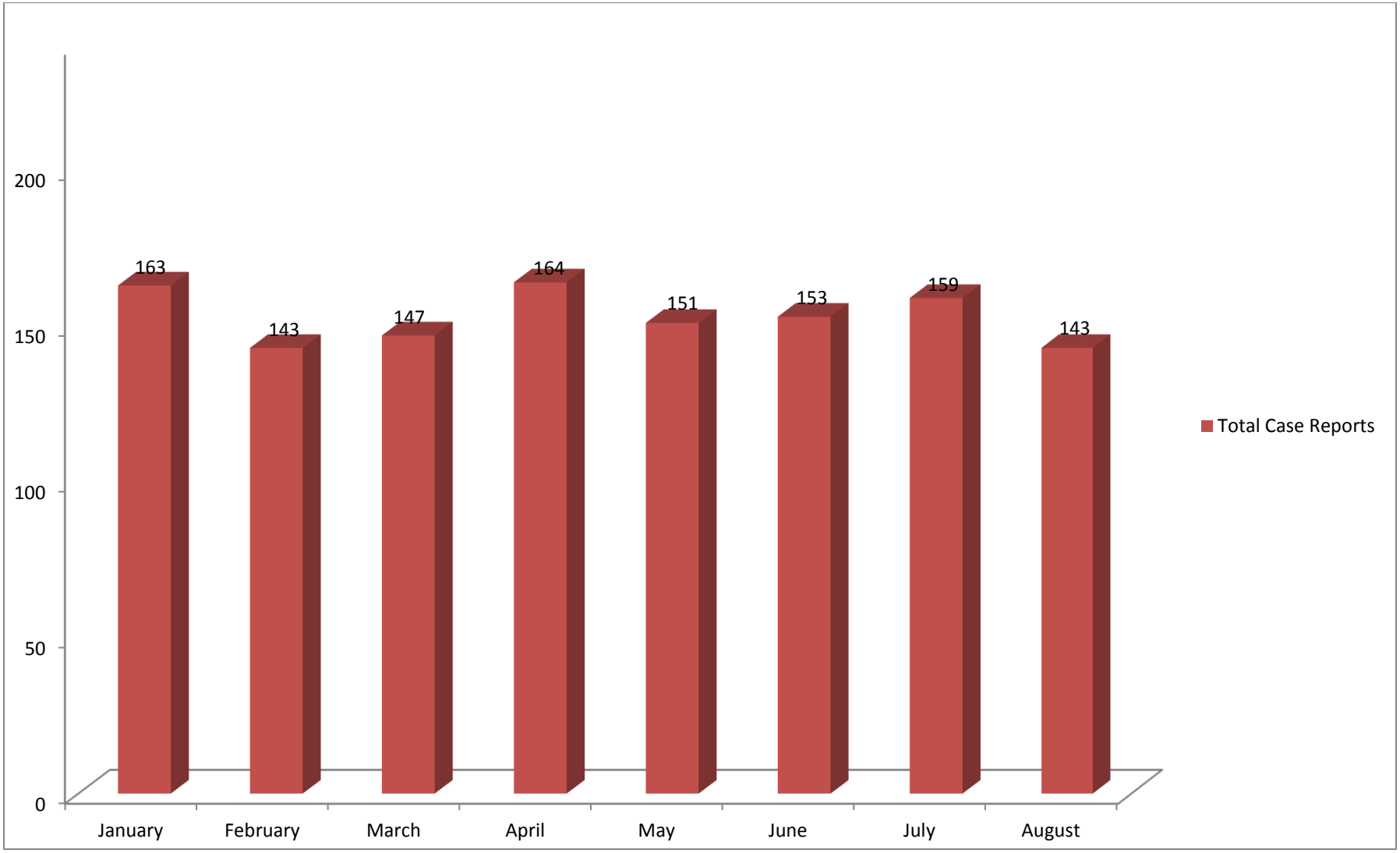
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



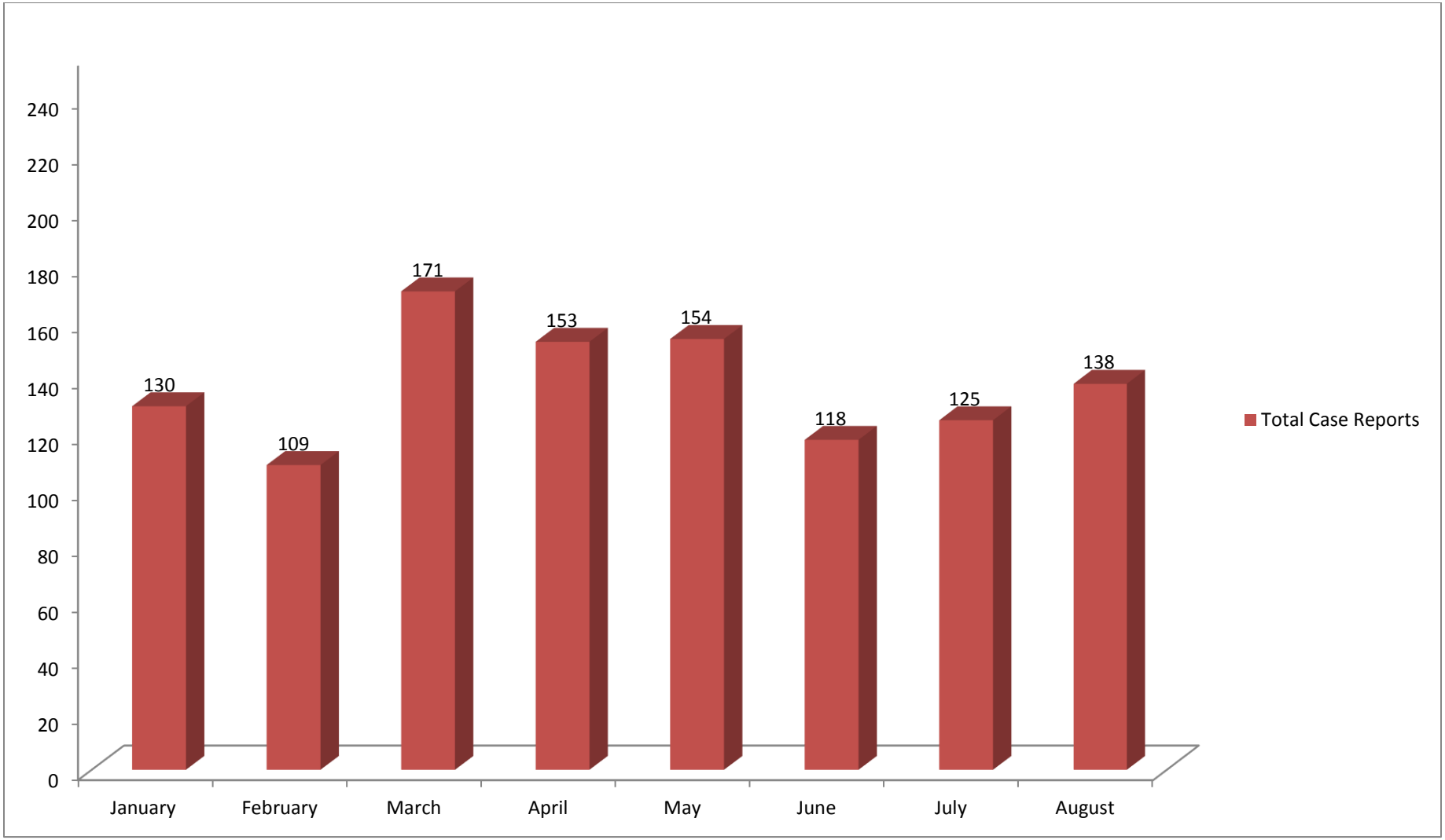
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



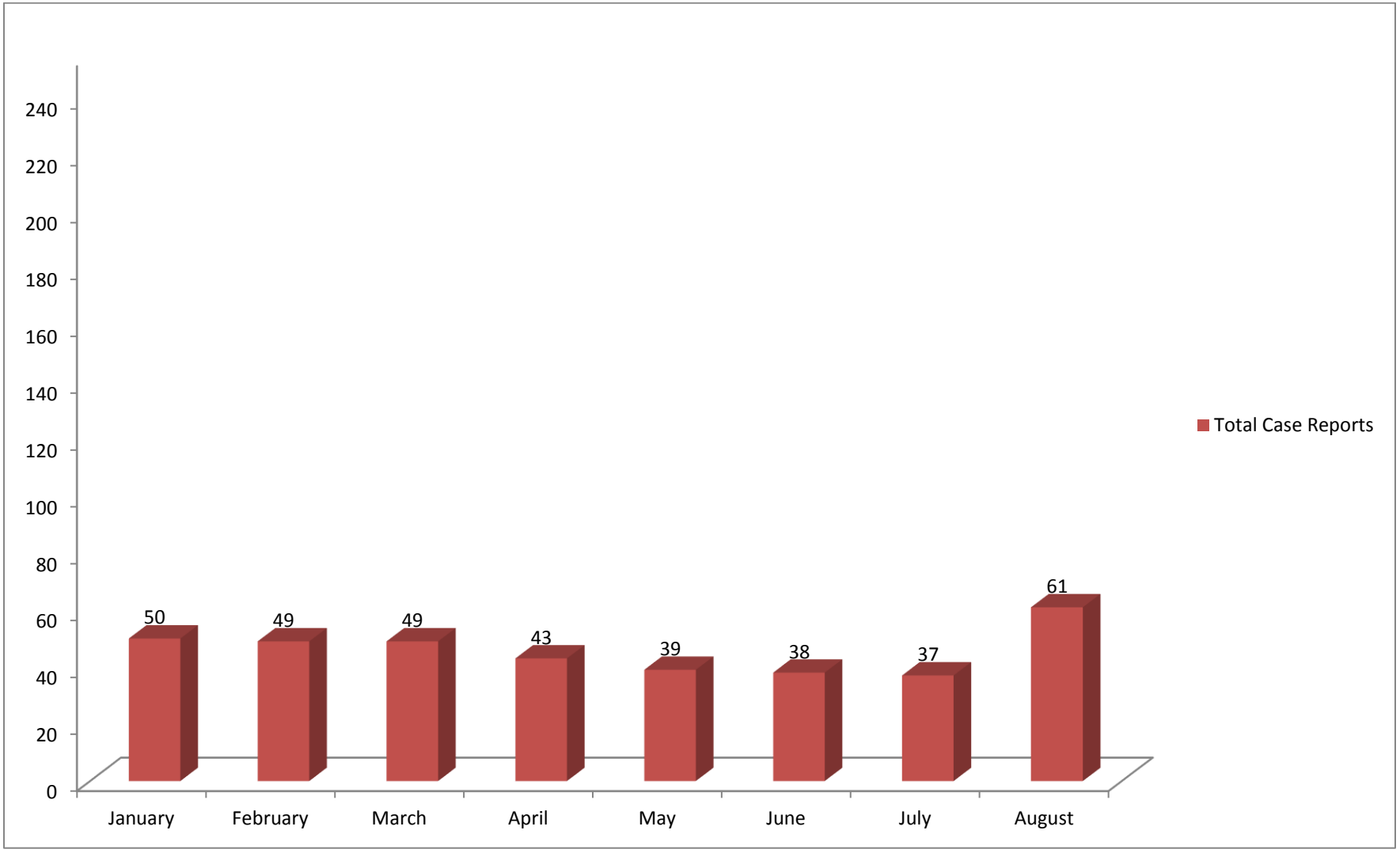
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



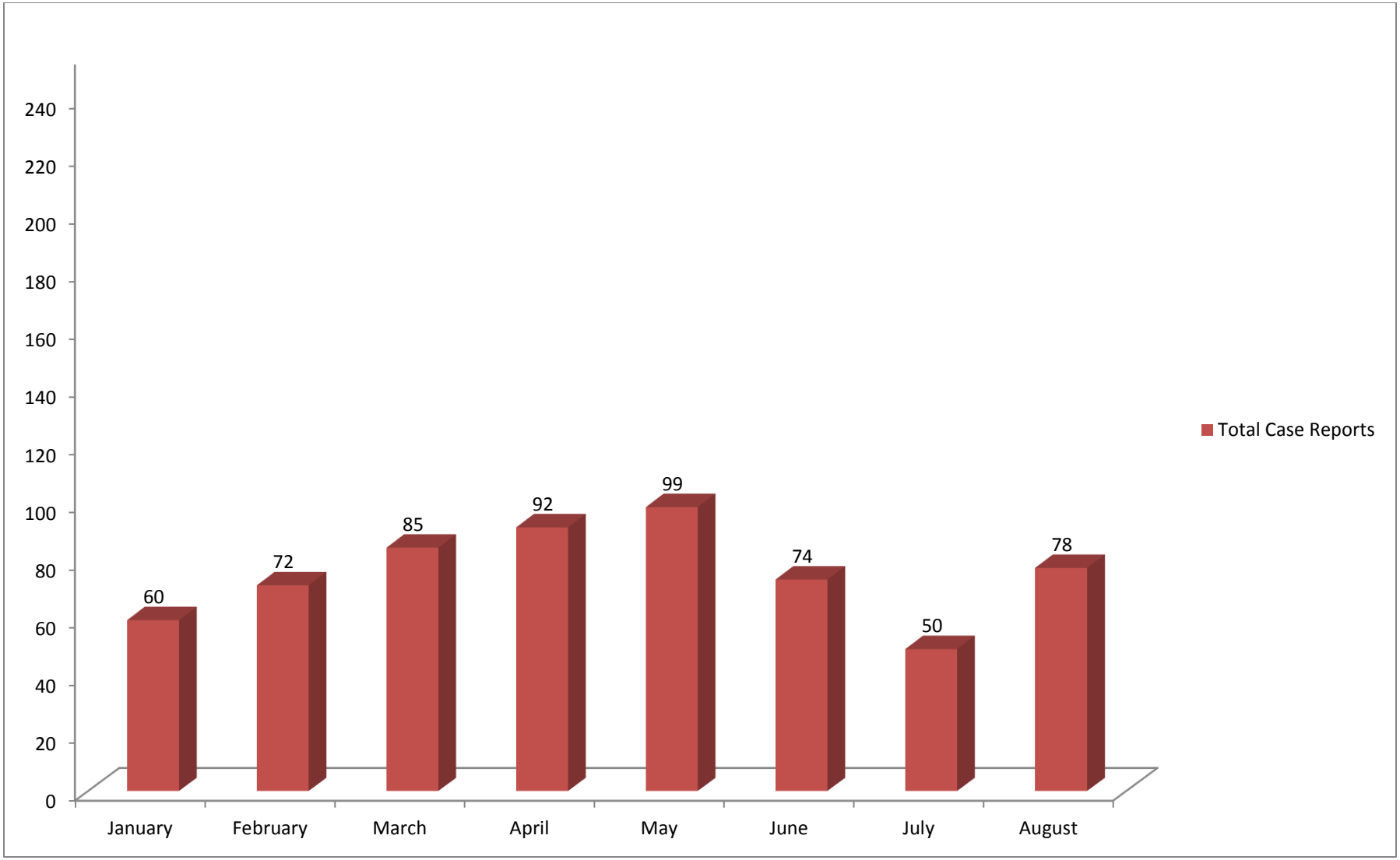
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

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

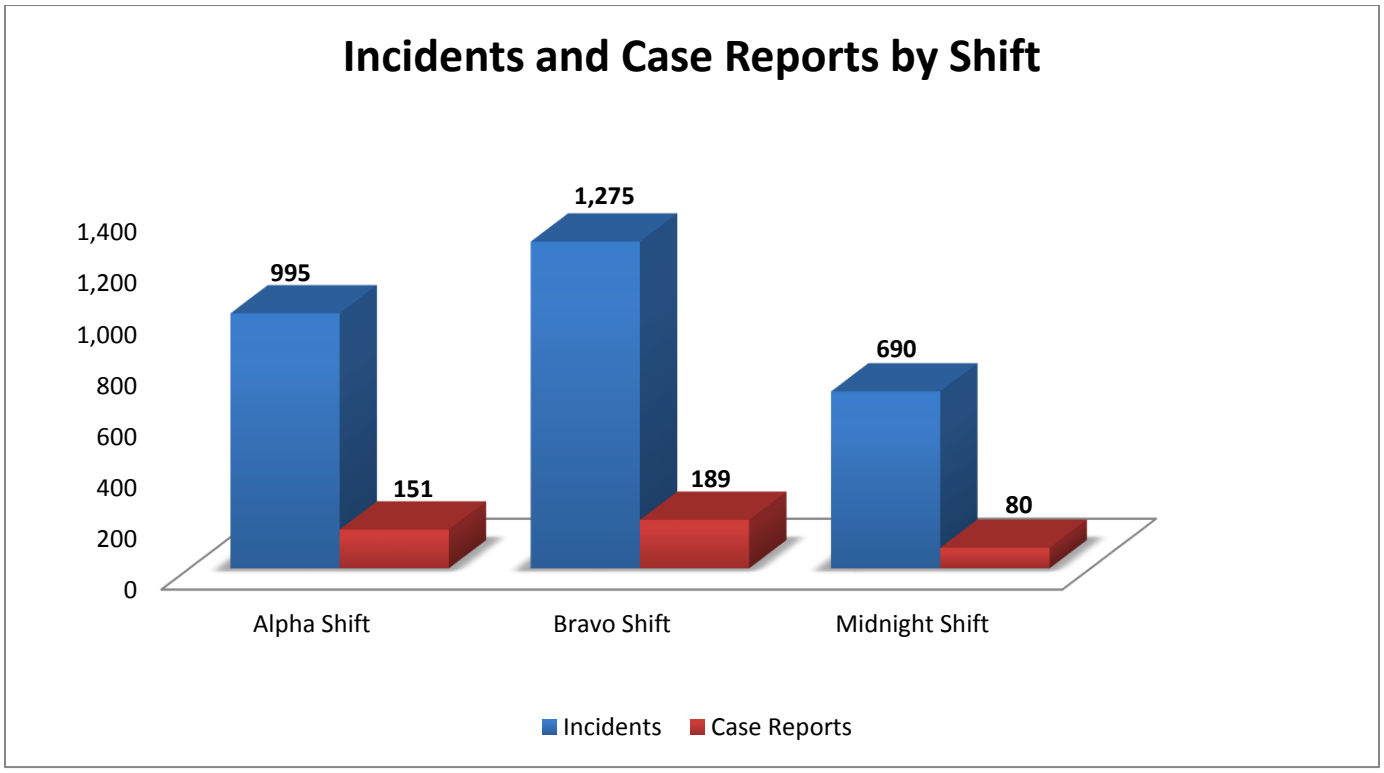
The table below illustrates the total of Incidents and Cases from August 1, 2017 thought August 31, 2017 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
1407 Dixon Blvd	62	30
2700 SR.524	63	14
1514 Clearlake Rd	24	4
1080 N. Fiske	45	12
800 N. Fiske	16	2
900 Friday Rd	35	3
1010 N. Fiske Blvd	11	1
1524 Clearlake Rd	9	2
TOTAL	265	68

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.



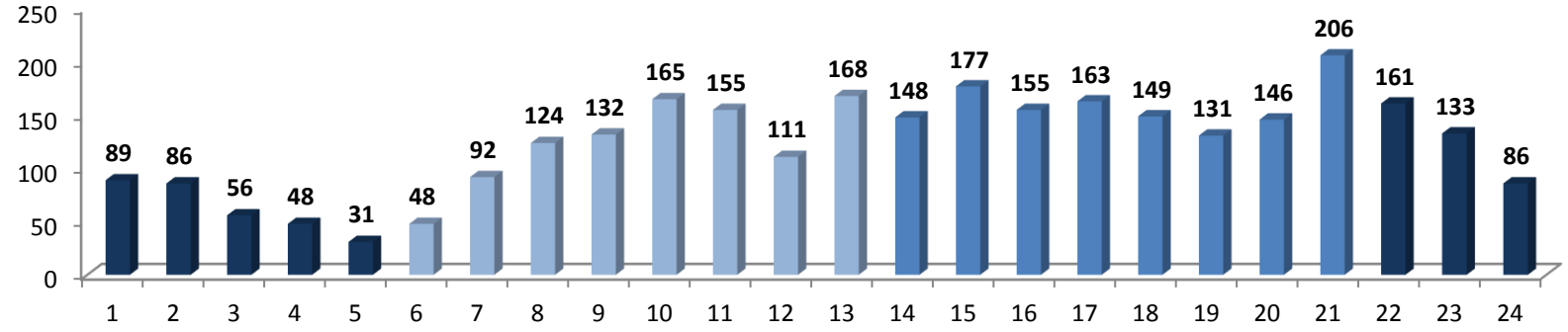
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

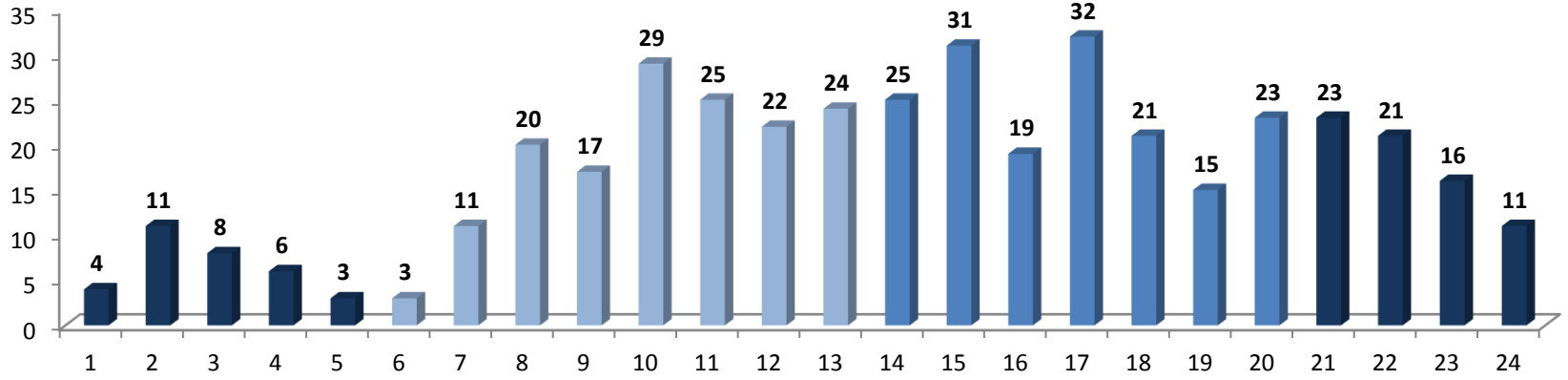
Incidents and Case Reports by Hour

Note: The charts below illustrates incidents broken down by time of day including Patrol Checks.

Incidents by Hour

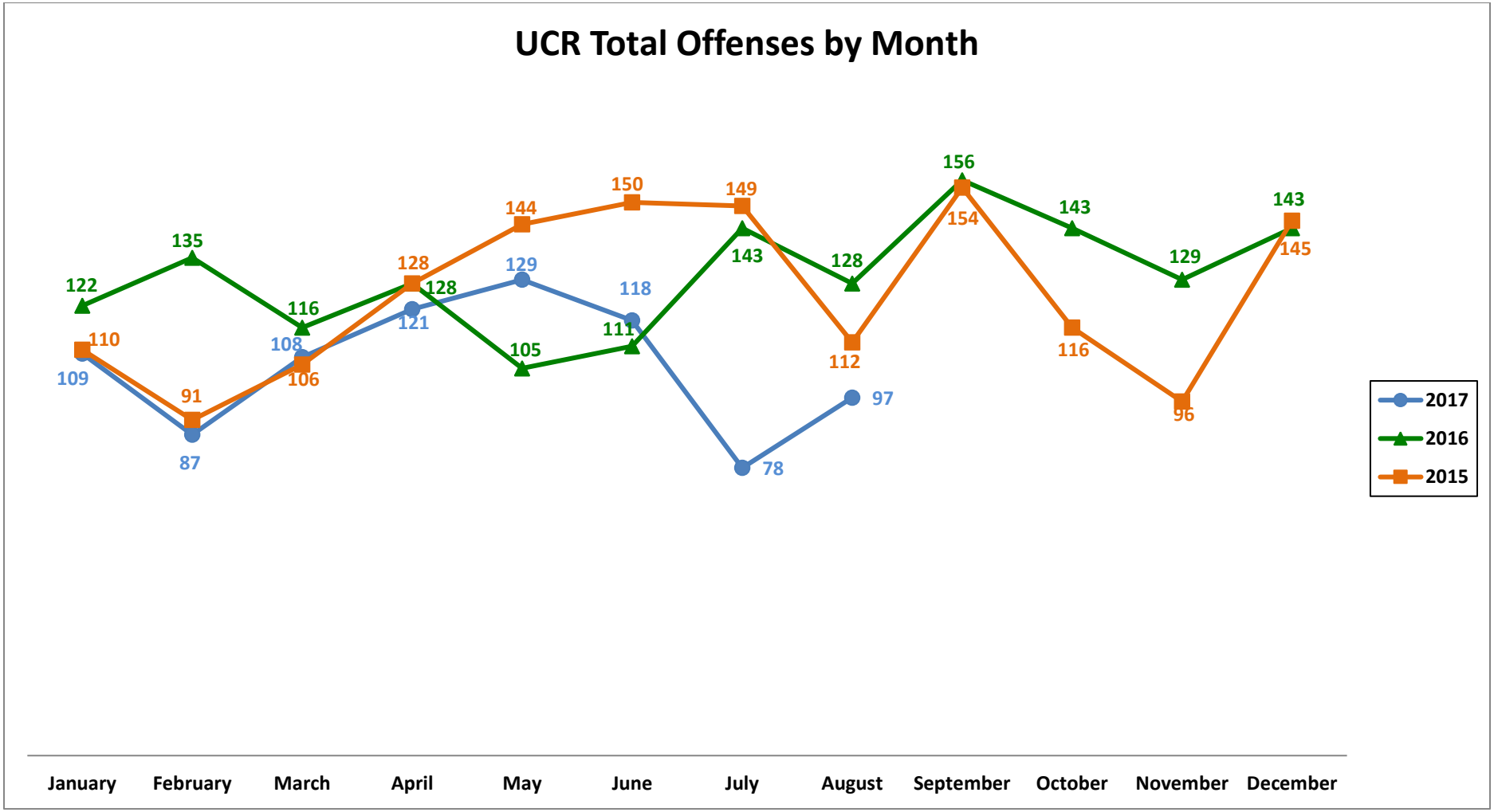


Case Reports by Hour



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month - 2017, 2016 & 2015



***NOTE:** UCR Simple Assaults Offenses totals are no longer included in the 2017 line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst